

LEHTO

TERMS AND CONDITIONS FOR LEHTO GROUP PLC

UP TO EUR 15,000,000

CONVERTIBLE SUBORDINATED NOTES

ISIN: FI4000527155

Date 30 June 2022

THIS DOCUMENT IS NOT AN OFFER TO SELL SECURITIES OR THE SOLICITATION OF ANY OFFER TO BUY SECURITIES.

MiFID II Product Governance / professional Investors and eligible counterparties only.

Solely for the purposes of each manufacturer's product approval process, the target market assessment made by the manufacturer in respect of the Notes has led to the conclusion that: (1) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II. Furthermore, the manufacturers have made an assessment as to the negative target market and concluded that the negative target market for the Notes is retail clients and clients that seek full capital protection or full repayment of the amount invested, are fully risk averse/have no risk tolerance or need a fully guaranteed income or fully predictable return profile. (2) all channels for distribution to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturers' target market assessment. However, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable.

In so far this offering of the Notes is made or would cause any effect in the United Kingdom ("UK"), this offering of the Notes when made will be only addressed to, and directed only at persons in the UK in circumstances where provisions of section 21(1) of the Financial Services and Markets Act 2000, as amended, do not apply and is solely directed at persons in the UK who (i) have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "Order"), (ii) high net worth entities falling within Article 49(2)(a) to (d) of the Order, or (iii) other persons to whom this offering of the Notes may otherwise lawfully be communicated (all such persons together being referred to as "relevant persons"). This offering of the Notes must not be acted on or relied on in the UK by persons who are not relevant persons. Any investment or investment activity to which this offering of the Notes relates is available only to relevant persons in the UK and will be engaged in only with such persons.

Important – EEA retail investors – The Notes are not PRIIPs for the purposes of Regulation ((EU) No 1286/2014) (the "PRIIPs Regulation") and, accordingly, no key information document pursuant to the PRIIPs Regulation has been or will be made available in respect of the Notes.

PROHIBITION OF SALES TO UK RETAIL INVESTORS

UK PRIIPS Regulation / UK Investors – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (11) of Article 4 of Directive (EU) No 2014/65 ("UK MiFID") as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 and the accompanying statutory instruments ("EUWA"); or (ii) a customer within the meaning of Directive (EU) 2016/97 ("UK IDD"), as it forms part of UK domestic law by virtue of the EUWA, where that customer would not qualify as a professional client, as defined in UK MiFID. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "UK PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

PRIVACY NOTICE

The Issuer, the Issuing Agent and the Agent may collect and process personal data relating to the Noteholders, the Noteholders' representatives or agents, and other persons nominated to act on behalf of the Noteholders pursuant to the Finance Documents (name, contact details and, when relevant, holding of Notes). The personal data relating to the Noteholders is primarily collected from the registry kept by the CSD. The personal data relating to other persons is primarily collected directly from such persons.

The personal data collected will be processed by the Issuer, the Issuing Agent and the Agent for the following purposes:

- (a) to exercise their respective rights and fulfil their respective obligations under the Finance Documents;
- (b) to manage the administration of the Notes and payments under the Notes;
- (c) to enable the Noteholders' to exercise their rights under the Finance Documents; and
- (d) to comply with their obligations under applicable laws and regulations.

The processing of personal data by the Issuer, the Issuing Agent and the Agent in relation to paragraphs (a) - (c) is based on their legitimate interest to exercise their respective rights and to fulfil their respective obligations under the Finance Documents. In relation to paragraph (d), the processing is based on the fact that such processing is necessary for compliance with a legal obligation incumbent on the Issuer, the Issuing Agent or the Agent. Unless otherwise required or permitted by law, the personal data collected will not be kept longer than necessary given the purpose of the processing.

Personal data collected may be shared with third parties, such as the CSD, when necessary to fulfil the purpose for which such data is processed.

Subject to any legal preconditions, the applicability of which have to be assessed in each individual case, data subjects have the rights as follows. Data subjects have right to get access to their personal data and may request the same in writing at the address of the Issuer, the Issuing Agent and the Agent, respectively. In addition, data subjects have the right to (i) request that personal data is rectified or erased, (ii) object to specific processing, (iii) request that the processing be restricted and (iv) receive personal data provided by themselves in machine-readable format. Data subjects are also entitled to lodge complaints with the relevant supervisory authority if dissatisfied with the processing carried out.

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1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

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

“**Accounting Principles**” means international financial reporting standards (IFRS) within the meaning of Regulation 1606/2002/EC on the application of international accounting standards (or as otherwise adopted or amended from time to time, except where specifically stated to refer to such standards as in force on the First Issue Date).

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

“**Affiliate**” means, in relation to any specified Person, another 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 or 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 agency agreement entered into on or before the First Issue Date, between the Issuer and Nordic Trustee Oy, or any replacement agency agreement entered into after the First Issue Date between the Issuer and a replacing Agent.

“**Agent**” means Nordic Trustee Oy, incorporated under the laws of Finland with corporate registration number 2488240-7, acting for and on behalf of the Noteholders in accordance with these Terms and Conditions, or another party replacing it, as Agent, in accordance with these Terms and Conditions.

“**Book-Entry Account**” means an account of a Noteholder in accordance with Finnish Act on Book-Entry Accounts (Fin: *Laki arvo-osuustileistä*, 827/1991, as amended). “**Book-Entry Securities System**” means the book-entry register maintained by the CSD or any other replacing book-entry securities system.

“**Book-Entry System Act**” means the Finnish Act on Book-Entry System and Clearing Operations (Fin: *Laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* 348/2017, as amended).

“**Business Day**” means a day (other than a Saturday or Sunday) on which the deposit banks are generally open for business in Helsinki and which is also a TARGET Day.

“**Business Day Convention**” means the first following day that is a CSD 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 CSD Business Day.

“**Change of Control Conversion Price**” has the meaning provided in Clause 28.1.

“**Change of Control**” means the occurrence of an event or series of events whereby any person or group of persons acting in concert acquires shares representing more than 50 per cent. of the capital and voting rights in the Company or establishes control over more than 50 per cent. of the capital and voting rights in the Company.

“Change of Control Notice” has meaning provided in Clause 10.1.2.

“Change of Control Period” means the period commencing on the occurrence of a Change of Control and ending 60 days following the Change of Control or, if later, 60 days following the date on which a Change of Control Notice is given to Noteholders as required in Clause 10.1.2.

“Conversion Date”, has the meaning provided in Clause 24.6.

“Common Security Agent” shall mean OP Corporate Bank plc or any other party appointed as Common Security Agent under the Intercreditor Agreement.

“Convertible Bond Creditors” means each of the Noteholders and the Agent.

“Convertible Bond Liabilities” means the Liabilities owed by the Issuer to the Convertible Bond Creditors under or in connection with Finance Documents.

“Convertible Bond Payment Stop Event” means:

- (a) an event of default under a Credit Facility Agreement; or
- (b) the serving of an Acceleration Notice by a Credit Facility Agent to the Issuer and the Agent.

“Convertible Bond Payment Stop Notice” has the meaning given to that term in Clause 8.3 (*Issue of Convertible Bond Payment Stop Notice*).

“Conversion Notice”, has the meaning provided in Clause 24.1.

“Conversion Period”, has the meaning provided in Clause 23.1.10.

“Conversion Price”, has the meaning provided in Clause 23.1.5.

“Conversion Right”, has the meaning provided in Clause 23.1.1.

“Credit Facility” means

- (i) any facility made available under the EUR 13,000,000 revolving credit facility agreement entered into on 30 June 2022 between OP Corporate Bank Plc and Nordea Bank Abp as original lenders and arrangers and OP Corporate Bank Plc as agent and security agent;
- (ii) any new credit facility (other than a RS Loan) provided for a member of the Group in an aggregate amount of up to EUR 13,000,000 as separately approved by OP Corporate Bank plc and Nordea Bank Abp; and
- (iii) any new credit facility provided for the purpose of refinancing the Liabilities under the Credit Facility Agreement referred to above under (i).

“Credit Facility Agreement” means in relation to any Credit Facility, the facility agreement documenting that Credit Facility.

“Credit Facility Documents” means each Credit Facility Agreement and any documents referenced as the “Finance Documents” (or similar reference) under the relevant Credit Facility Agreement.

“Credit Facility Liabilities” means the Liabilities owed by any ICA Group Company to the Credit Facility Creditors under or in connection with the Credit Facility Documents (including, for the avoidance of doubt, under Clause 3.1 (*Guarantee and Indemnity*) of the Intercreditor Agreement).

“CSD” means Euroclear Finland Oy, business identity code 1061446-0, Urho Kekkosen katu 5 C, P.O. Box 1110, 00101 Helsinki, Finland or any entity replacing the same as a central securities depository.

“CSD Business Day” means a day on which the Book-Entry Securities System is open in accordance with the regulations of the CSD.

“Current Market Price” means, in respect of an Ordinary Share at a particular date, the arithmetic average of the daily volume weighted average price of an Ordinary Share on each of the five consecutive dealing days ending on the dealing day immediately preceding such date.

“Dividend” means any dividend or distribution to Shareholders whether of cash, assets or other property, and however described and whether payable out of share premium account, invested unrestricted equity reserves, profits, retained earnings or any other capital or revenue reserve or account, and including a distribution or payment to Shareholders upon or in connection with a reduction of capital (and for these purposes a distribution of assets includes without limitation an issue of Ordinary Shares or other Securities credited as fully or partly paid up by way of capitalisation of profits or reserves). **“Euro”** and **“EUR”** means the single currency of the participating member states in accordance with the legislation of the European Community relating to Economic and Monetary Union.

“Event of Default” means an event or circumstance specified in paragraphs (a) to (f) of Clause 12.1.

“Ex-Date” means, in relation to any Dividend, capitalisation, redesignation, reclassification, sub-division, consolidation, issue, grant, offer or other entitlement, unless otherwise defined herein, the first dealing day on which the Ordinary Shares are traded ex- the relevant Dividend, capitalisation, redesignation, reclassification, sub-division, consolidation, issue, grant, offer or other entitlement on the Relevant Market.

“Final Maturity Date” means 30 June 2027.

“Finance Documents” means these Terms and Conditions, the Agency Agreement, the Intercreditor Agreement and any other document designated by the Issuer and the Agent as a Finance Document.

“Financial Indebtedness” means:

- (a) moneys borrowed (including under any bank financing);
- (b) the amount of any liability under any lease or hire purchase contracts which would, in accordance with the Accounting Principles be treated as a balance sheet liability (other than any liability in respect of a lease or hire purchase contract which would, in accordance with Accounting

Principles in force prior to 1 January 2019, have been treated as an operating lease);

- (c) receivables sold or discounted (other than on a non-recourse basis, provided that the requirements for de-recognition under the Accounting Principles are met);
- (d) any amount raised pursuant to any note purchase facility or the issue of any bond or note or similar instrument;
- (e) any other transaction (including the obligation to pay deferred purchase price) having the commercial effect of a borrowing or otherwise being classified as borrowing under the Accounting Principles;
- (f) the marked-to-market value of derivative transactions entered into in connection with protection against, or in order to benefit from, the fluctuation in any rate or price (if any actual amount is due as a result of a termination or a close-out, such amount shall be used instead);
- (g) counter-indemnity obligations in respect of guarantees or other instruments issued by a bank or financial institution; and
- (h) Liabilities under guarantees or indemnities for any of the obligations referred to in paragraphs (a) to (g) above.

“Finnish Companies Act” means Finnish Companies Act (Fin: Osakeyhtiölaki 624/2006, as amended).

“First Issue Date” means 30 June 2022.

“Force Majeure Event” has the meaning set forth in Clause 30.1.

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

“Guarantee Facility” means guarantee facilities provided by a Guarantee Creditor for any member of the Group from time to time.

“Guarantee Agreement” means in relation to any Guarantee Facility, any guarantee or counterindemnity documenting any guarantee or related counterindemnity.

“Guarantee Creditors” means each Original Guarantee Creditor as defined in the Intercreditor Agreement and any Affiliate of an Original Guarantee Creditor acting as guarantor under any Guarantee Facility.

“Guarantee Liabilities” means the Liabilities owed by any ICA Group Company to the Guarantee Creditors under or in connection with the Guarantee Agreement.

“ICA Group Company” means the companies defined as ICA Group Companies in Intercreditor Agreement.

“Insolvent” means, in respect of a relevant Person, that it (i) is deemed to be insolvent within the meaning of Section 1 of Chapter 2 of the Finnish Bankruptcy Act (Fin: *Konkurssilaki 120/2004, as amended*) (or its equivalent in any other jurisdiction), (ii) admits inability to pay its debts as they fall due, (iii) suspends making payments on

any of its debts, (iv) by reason of actual financial difficulties commences negotiations with its creditors (other than the Noteholders) with a view to rescheduling any of its indebtedness (including company reorganisation under the Finnish Act on Company Reorganisation (Fin: *Laki yrityksen saneerauksesta 47/1993, as amended*) (or its equivalent in any other jurisdiction)) or (v) is subject to involuntary winding-up, dissolution or liquidation.

“Intercompany Debt” means any intercompany receivables owing by any member of the Group to any ICA Group Company.

“Intercreditor Agreement” means the intercreditor agreement entered into on or about the First Issue Date between, amongst other, the Issuer, the Senior Lenders, and the Agent (representing the Noteholders).

“Intercreditor Discharge Date” has the meaning given to Final Discharge Date in the Intercreditor Agreement.

“Interest” means the interest on the Notes calculated in accordance with Clauses 7.1 to 7.3.

“Interest Payment Date” means June 30th and December 31st of each year or, to the extent such day is not a CSD Business Day, the CSD Business Day following from the application of the Business Day Convention. The first Interest Payment Date for the Notes shall be 31 December 2022 and the last Interest Payment Date shall be the relevant Redemption Date.

“Interest Period” means (i) in respect of the first Interest Period, the period from (and including) the relevant Issue Date to (but excluding) the first Interest Payment Date, and (ii) in respect of subsequent Interest Periods, the period from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date (or a shorter period if relevant). An Interest Period shall not be adjusted by application of the Business Day Convention.

“Interest Rate” means 6 per cent. per annum.

“Issue Date” means the First Issue Date and each subsequent date on which Notes have been issued during the Issue Period.

“Issue Period” means the period starting from the date of these Terms and Conditions and ending on 30 September 2022 or on an earlier date on which the aggregate nominal amount of the issued Notes equals EUR 15,000,000.

“Issuer” means Lehto Group Plc, a public limited liability company incorporated under the laws of Finland with business identity code 2235443-2.

“Issuing Agency Agreement” means the agreement entered into on or before the First Issue Date regarding services related to the Notes entered into by and between the Issuer and the Issuing Agent in connection with the issuance of the Notes (as amended and restated from time to time).

“Issuing Agent” means Aktia Bank Oyj acting as issue agent (Fin: *liikkeeseenlaskijan asiamies*) and paying agent of the Notes for and on behalf of the Issuer, or any other party replacing the same as Issuing Agent in accordance with the regulations of the CSD.

“Liabilities” means all present and future liabilities and obligations at any time, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (i) any refinancing, novation, deferral or extension;
- (ii) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (iii) any claim for damages or restitution; and
- (iv) any claim as a result of any recovery by an ICA Group Company of a Payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings

“Material Adverse Effect” means a material adverse effect on (a) the business, financial condition or operations of the Group taken as a whole, (b) the Issuer's ability to perform its obligations under these Terms and Conditions and the other Finance Documents or (c) the validity or enforceability of these Terms and Conditions or the other Finance Documents.

“Nominal Amount” has the meaning set forth in Clause 2.4.

“Noteholder” means the Person who is registered in the register maintained by the CSD pursuant to paragraph 2 of Section 3 of Chapter 4 of the Book-Entry System Act as direct registered owner (Fin: *omistaja*) or nominee (Fin: *hallintarekisteröinnin hoitaja*) with respect to a Note.

“Noteholders’ Meeting” means a meeting among the Noteholders held in accordance with Clause 16 (*Noteholders’ Meeting*).

“Notes” means debt instruments, each for the Nominal Amount and of the type referred to in paragraph 1 of Section 34 of the Act on Promissory Notes (Fin: *Velkakirjalaki 622/1947, as amended*) (Fin: *joukkovelkikirja*) and which are governed by and issued under these Terms and Conditions. Notes are convertible in Ordinary Shares in the Issuer as stipulated in these Terms and Conditions, and the Issuer will issue one (1) Special Right for each Note to the Noteholders on the relevant Issue Date to establish such Conversion Right.

“Ordinary Shares”, means fully paid ordinary shares of the Issuer of no par value.

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

“PIK Interest” has the meaning provided in Clause 7.4.

“Record Time” means:

- (a) in relation to a payment of Interest, default interest and/or redemption of the Notes when such payment is made through the Book-Entry Securities System, the end of the first CSD Business Day prior to, as applicable, (i) an Interest Payment Date, (ii) the day on which default interest is paid, (iii) a Redemption Date or (iv) a date on which a payment to the Noteholders is to be made under Clause 13 (*Distribution of proceeds*); and
- (b) in relation to a Noteholders' Meeting and Written Procedure, the end of the CSD Business Day specified in the communication pursuant to Clause 16.3 or Clause 17.3, as applicable; and
- (c) otherwise, the end of the fifth CSD Business Day prior to another relevant date.

“Redemption Date” means the date on which the relevant Notes are to be redeemed or repurchased in accordance with Clause 9 (*Redemption and repurchase of the Notes*).

“Registration Date” has the meaning provided in Clause 25.1.

“Related Party” has the meaning assigned to it in International Accounting Standard (IAS) 24 issued or adopted by the International Accounting Standards Board.

“Relevant Market” means the Helsinki Stock Exchange maintained by Nasdaq Helsinki Oy.

“RS Documents” means each RS Loan Agreement and the Intercreditor Agreement.

“RS Lenders” means OP Corporate Bank plc, Nordea Bank Abp and each of their Affiliates which have granted an RS Loan to any member of the Group from time to time.

“RS Liabilities” means the Liabilities owed by any member of the Group to the RS Lenders under or in connection with the RS Documents.

“RS Loan Agreement” means in relation to any RS Loan, the loan agreement documenting that RS Loan.

RS-Loans means (i) loan regulated under Chapter 2 of the Finnish Housing Transactions Act (843/1994, as amended, FI: asuntokauppalaki) (in Finnish: *RS-laina*), or (ii) other project financing arrangement, in each case granted to the Issuer or member of its Group by an RS-Lender.

“Second Priority Debt” means any Liabilities which would otherwise constitute Senior Debt to the extent the aggregate principal amount of the Credit Facility Liabilities, Guarantee Liabilities and RS Liabilities exceeds EUR 70,000,000. The Liabilities constituting such Second Priority Debt shall be determined on the basis of the date on which the parties thereto have entered in the Debt Documents under which said Liabilities have been created.

“Securities” means any securities including, without limitation, Ordinary Shares and any other shares in the capital of the Issuer, and options, warrants, special rights or other rights to subscribe for or purchase or acquire Ordinary Share or any other shares in the capital of the Issuer.

“**Security**” means a mortgage, charge, pledge, lien, security assignment or other security interest securing any obligation of any Person, or any other agreement or arrangement having a similar effect.

“**Senior Debt**” means the obligations of the Issuer in the maximum aggregate principal amount of EUR 70,000,000 under the Credit Facility Liabilities, any Guarantee Liabilities and any RS-Liabilities towards the Senior Lenders.

“**Senior Debt Documents**” means the Credit Facility Documents, the Guarantee Agreements and the RS Documents.

“**Senior Default**” means a Default under any Senior Debt Document.

“**Senior Lenders**” means the creditors under the Senior Debt Documents.

“**Shareholders**” means the holders of Ordinary Shares.

“**Special Rights**” means special rights entitling to shares as referred to in Chapter 10, Section 1 of the Finnish Companies Act.

“**Subsidiary**” means, in relation to any Person, any Finnish or foreign legal entity (whether incorporated or not), which at the time is a subsidiary (Fin: *tytäryhteisö*) to such Person, directly or indirectly, as defined in the Finnish Companies Act (Fin: *Osakeyhtiölaki 624/2006, as amended*).

“**TARGET Day**” means any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system (which utilises a single shared platform and which was launched on 19 November 2007) is open for the settlement of payments in EUR.

“**Total Nominal Amount**” means the aggregate Nominal Amount of all the Notes outstanding at the relevant time.

“**Written Procedure**” means the written or electronic procedure for decision making among the Noteholders in accordance with Clause 17 (*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) an Event of Default is continuing if it has not been remedied or waived;
- (d) a provision of law is a reference to that provision as amended or re-enacted;
- (e) words denoting the singular number shall include the plural and vice versa; and

- (f) a time of day is a reference to Helsinki time.
- 1.2.2 When ascertaining whether a limit or threshold specified in Euro 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 Euro for the previous Business Day, as published by the European Central Bank on its website (www.ecb.int). If no such rate is available, the most recent rate published by the European Central Bank shall be used instead.
- 1.2.3 No delay or omission of the Agent or of any Noteholder to exercise any right or remedy under the Finance Documents shall impair or operate as a waiver of any such right or remedy.
- 1.2.4 In case of any discrepancy between these Terms and Conditions and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.
- 1.2.5 An Event of Default is "continuing" if it has not been remedied or waived.
- 1.2.6 Unless a contrary indication appears, terms used in these Terms and Conditions shall have the same meanings as given to them in the Intercreditor Agreement.

2. ISSUANCE AND STATUS OF THE NOTES

- 2.1 The Notes are denominated in Euro and each Note is constituted by these Terms and Conditions.
- 2.2 The Notes are offered for subscription during the Issue Period in a minimum amount of EUR 100,000 by way of a private placement.
- 2.3 By subscribing for Notes, each initial Noteholder, and, by acquiring Notes, each subsequent Noteholder (i) agrees that the Notes shall benefit from and be subject to the Finance Documents and (ii) agrees to be bound by these Terms and Conditions and the other Finance Documents.
- 2.4 The nominal amount (Fin: *arvo-osuuden yksikkökoko*) of each Note is EUR 20,000 (the "Nominal Amount"). The aggregate nominal amount of the Notes is EUR 15,000,000. Notes are issued on each relevant Issue Date on a fully paid basis at an issue price of 100 per cent. of the Nominal Amount.
- 2.5 Until the Intercreditor Discharge Date, the Convertible Bond Liabilities and Intercompany Debt shall be subordinated to the Senior Debt as set out in the Intercreditor Agreement.
- 2.6 Until the Convertible Bond Liabilities have been fully discharged, the Intercompany Debt shall be subordinated to the Convertible Bond Liabilities.
- 2.7 The subordination agreed herein applies both inside and outside any bankruptcy (in Finnish: *konkurssi*), business restructuring (in Finnish: *yrityssaneeraus*) or other insolvency proceeding or any voluntary or involuntary winding up (in Finnish: *selvitystila*) or any other similar arrangement of any ICA Group Company or in any Enforcement Action (as defined in the Intercreditor Agreement) against any ICA Group Company regardless of any final judgement in bankruptcy or any other similar decision.

- 2.8 Unless expressly provided to the contrary in the Intercreditor Agreement, the Debt (as defined in the Intercreditor Agreement) shall rank in right and priority of payment in the following order:
- (i) first, the Senior Debt;
 - (ii) secondly, Convertible Bond Liabilities and Second Priority Debt (pari passu); and
 - (iii) thirdly, any Liabilities incurred in the form of Intercompany Debt.
- 2.9 The Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank (i) without any preference among them and (ii) at least pari passu with all direct, unconditional, unsubordinated and unsecured obligations of the Issuer, except (a) the senior ranking of the Senior Debt in accordance with the Intercreditor Agreement and (b) obligations which are mandatorily preferred by law.
- 2.10 Each Note is freely transferable after it has been registered into the respective Book-Entry Account of a Noteholder but the Noteholders may be subject to purchase or transfer restrictions with regard to the Notes, as applicable, under local laws to which a Noteholder may be subject. Each Noteholder must ensure compliance with such restrictions at its own cost and expense.

3. USE OF PROCEEDS

- 3.1 The Issuer shall use the proceeds from the issue of the Notes, less the costs and expenses incurred by the Issuer in connection with the issue of the Notes, for its general corporate purposes, including acquisitions and investments.

4. CONDITIONS FOR DISBURSEMENT

- 4.1 The payment of the net proceeds from the issue of the Notes shall be made to the account of the Issuing Agent as instructed by the Issuing Agent.
- 4.2 The Issuer shall, on or prior to the First Issue Date, provide, or procure the provision of the following, in form and substance satisfactory to the Agent it:
- (a) the Finance Documents, the Issuing Agency Agreement and the Agency Agreement duly executed by the parties thereto;
 - (b) a copy of a resolutions of the shareholders of the Issuer and the board of directors of the Issuer approving the issue of the Notes and the terms of the Finance Documents, the Issuing Agency Agreement and the Agency Agreement, and resolving to enter into such documents and any other documents necessary in connection therewith authorising specified Person(s) to approve and execute any documents and take any other action necessary to consummate such issue;
 - (c) evidence that the Person(s) who has/have signed the Finance Documents, the Issuing Agency Agreement, the Agency Agreement and any other documents in connection therewith on behalf of the Issuer is/are duly authorised to do so;
 - (d) evidence that the conditions precedent to first utilization under the Credit Facility Agreement have been fulfilled or will be fulfilled

simultaneously with the disbursement in accordance with this Clause 4;

and

- (e) such other documents and information as is agreed between the Agent and the Issuer.

4.3 When the conditions precedent for disbursement set out in Clause 4.2 have been received to the satisfaction of the Agent (acting reasonably), the Agent shall instruct the Issuing Agent to transfer the funds from the account of the Issuing Agent for the purpose set out in Clause 3 (*Use of Proceeds*).

4.4 If the conditions precedent for disbursement set out in Clause 4.2 have not been fulfilled to the satisfaction of the Agent (acting reasonably) or waived by the Agent within sixty (60) Business Days from the First Issue Date, the Issuer shall repurchase all Notes at a price equal to one hundred (100.00) per cent. of the Nominal Amount together with any accrued Interest. Any shortfall shall be covered by the Issuer. The repurchase date shall fall no later than thirty (30) Business Days after the ending of the sixty (60) Business Days period referred to above.

5. NOTES IN BOOK-ENTRY FORM

5.1 The Notes will be issued in dematerialised form in the Book-Entry Securities System in accordance with the Book-Entry System Act and regulations of the CSD and no physical notes will be issued.

5.2 Each Noteholder consents to the Issuer having a right to obtain information on the Noteholders, their contact details and their holdings of the Notes registered in the Book-Entry Securities System, such as information recorded in the lists referred to in paragraphs 2 and 3 of Section 3 of Chapter 4 of the Book-Entry System Act kept by the CSD in respect of the Notes and the CSD shall be entitled to provide such information upon request. At the request of the Agent or the Issuing Agent, the Issuer shall (and shall be entitled to do so) promptly obtain such information and provide it to the Agent or the Issuing Agent, as applicable.

5.3 The Agent and the Issuing Agent shall have the right to obtain information referred to in Clause 5.2 from the CSD in respect of the Notes if so permitted under the regulation of the CSD. The Issuer agrees that each of the Agent and the Issuing Agent is at any time on its behalf entitled to obtain information referred to in Clause 5.2 from the CSD in respect of the Notes.

5.4 The Issuer shall issue any necessary power of attorney to such persons employed by the Agent as are notified by the Agent, in order for such individuals to independently obtain information referred to in Clause 5.2 directly from the CSD in respect of the Notes. The Issuer may not revoke any such power of attorney unless directed by the Agent or unless consent thereto is given by the Noteholders.

5.5 The Issuer, the Agent and the Issuing Agent may use the information referred to in Clause 5.2 only for the purposes of carrying out their duties and exercising their rights in accordance with these Terms and Conditions with respect to the Notes and shall not disclose such information to any Noteholder or third party unless necessary for the before-mentioned purposes.

6. PAYMENTS IN RESPECT OF THE NOTES

- 6.1 Any payments under or in respect of the Notes pursuant to these Terms and Conditions shall be made to the Person who is registered as a Noteholder at the Record Time prior to an Interest Payment Date or other relevant due date in accordance with the Finnish legislation governing the Book-Entry Securities System and Book-Entry Accounts as well as the regulations of the CSD.
- 6.2 If, due to any obstacle affecting the CSD, the Issuer cannot make a payment, such payment may be postponed until the obstacle has been removed. Any such postponement shall not affect the Record Time.
- 6.3 The Issuer is not liable to gross-up any payments under the Finance Documents by virtue of any withholding tax, public levy or the similar.
- 6.4 All payments to be made by the Issuer pursuant to these Terms and Conditions shall be made without (and free and clear of any deduction for) set-off or counterclaim.

7. INTEREST

- 7.1 Each Note carries Interest at the Interest Rate from (and including) the relevant Issue Date up to (but excluding) the relevant Redemption Date.
- 7.2 Interest accrues during an Interest Period. Payment of Interest in respect of the Notes shall be made to the Noteholders on each Interest Payment Date for the preceding Interest Period.
- 7.3 Interest shall be calculated on the “actual/actual ICMA” basis as specified by the International Capital Market Association.
- 7.4 PIK Interest
- (a) 4 per cent p.a., simple non-compounding i.e. the Nominal Amount together with the PIK Interest equals 120 per cent of the Nominal Amount on the Final Maturity Date.
 - (b) The PIK Interest shall be payable on the Final Maturity Date on Notes not converted in accordance with these Terms and Conditions on the Final Maturity Date.
 - (c) For the avoidance of doubt, PIK Interest shall not be payable on Notes redeemed in accordance with Clause 9.3 (*Voluntary partial redemption (call option)*), Clause 9.4 (*Early redemption due to illegality (call option)*) or Clause 9.5 (*Mandatory repurchase due to a Change of Control Event (put option)*).
- 7.5 If the Issuer fails to pay any amount payable by it on its due date, default interest shall accrue on the overdue amount from (and including) the due date up to (but excluding) the date of actual payment at a rate which is 3 percentage points higher than the Interest Rate. Accrued default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Agent, the Issuing Agent or the CSD, in which case the Interest Rate shall apply instead.

8. RESTRICTIONS ON PAYMENTS OF THE CONVERTIBLE BOND LIABILITIES

8.1 Restriction on payments

8.1.1 Subject to the terms of the Intercreditor Agreement, the Issuer may prior to the Intercreditor Discharge Date, make Payments in respect of the Finance Documents then due (for the avoidance of doubt, not as a result of exercise of any call options or rights of redemption, repurchase or other acquisition under these Terms and Conditions or the Finance Documents) in accordance with the Finance Documents if:

- (i) no Convertible Bond Payment Stop Event has occurred; and
- (ii) no Senior Default has occurred and is continuing; or
- (iii) if the Relevant Secured Party Groups (as defined in the Intercreditor Agreement) give their prior consent to that Payment being made.

8.1.2 On or after the Intercreditor Discharge Date, the Issuer may make payments to the Convertible Bond Liabilities in accordance with the Finance Documents.

8.2 Notwithstanding paragraph 8.1 above, each Noteholder shall at all times have the right to convert its holding in the Notes into shares in the Issuer in accordance with the provisions of these Terms and Conditions.

8.3 Issue of Convertible Bond Payment Stop Notice

8.3.1 A Convertible Bond Payment Stop Notice is "outstanding" during the period from the date on which, following the occurrence of a Convertible Bond Payment Stop Event, the Common Security Agent issues a notice (a "Convertible Bond Payment Stop Notice") to the Agent (with a copy to the Issuer) advising that that Convertible Bond Payment Stop Event has occurred and is continuing and suspending Payments of the Convertible Bond Liabilities until the first to occur of:

- (i) the date on which the Convertible Bond Payment Stop Event in respect of which that Convertible Bond Payment Stop Notice was issued is no longer continuing;
- (ii) the date on which the Common Security Agent (acting on the instructions of the Instructing Group (as defined in the Intercreditor Agreement)) cancels that Convertible Bond Payment Stop Notice by notice to the Agent (with a copy to the Issuer); and
- (iii) the Intercreditor Discharge Date.

8.3.2 No more than one Convertible Bond Payment Stop Notice may be served with respect to the same event.

8.4 Effect of Convertible Bond Payment Stop Notice or Senior Default

8.4.1 Any failure to make a payment due under the Convertible Bond Documents as a result of the issue of a Convertible Bond Payment Stop Notice or the occurrence of a Senior Default shall not prevent:

- (a) the occurrence of a Default (as defined in the Intercreditor Agreement) as a consequence of that failure to make a Payment in relation to the Convertible Bond Documents; or
- (b) the issue of a notice regarding acceleration of the Notes on behalf of the Noteholders in accordance with Clause 12.1.

8.5 Payment obligations continue

8.5.1 The Issuer shall not be released from the liability to make any payment (including of default interest, which shall continue to accrue) under any Finance Document by the operation of Clauses 8.1 (*Restriction on Payment*) to 8.4 (*Effect of Convertible Bond Payment Stop Event or Senior Default*) even if its obligation to make that Payment is restricted at any time by the terms of any of those Clauses.

8.5.2 The accrual of interest in accordance with the Finance Documents shall continue notwithstanding the issue of a Convertible Bond Payment Stop Notice.

8.6 Cure of Payment Stop

8.6.1 If (a) at any time following the issue of a Convertible Bond Payment Stop Notice or the occurrence of a Senior Default, that Convertible Bond Payment Stop Notice ceases to be outstanding and/or (as the case may be) the Senior Default ceases to be continuing; and (b) the Issuer then promptly pays to the Noteholders an amount equal to any payments which had accrued under the Finance Documents but have remained outstanding for that Convertible Bond Payment Stop Event or Senior Default, then any Default which may have occurred as a result of that suspension of Payments shall be waived and any Convertible Bond Enforcement Notice which may have been issued as a result of that Default shall be waived, in each case without any further action being required on the part of the Noteholders or the Agent.

9. REDEMPTION AND REPURCHASE OF THE NOTES

9.1 Redemption at maturity

The Issuer shall, redeem all of the outstanding Notes in full on the Final Maturity Date with an amount per Note equal to the Nominal Amount together with accrued but unpaid Interest as well as the PIK interest. If the Final Maturity Date is not a CSD Business Day, then the redemption shall occur on the CSD Business Day determined by application of the Business Day Convention.

9.2 Issuer's purchase of Notes

The Issuer may at any time and at any price purchase any Notes on the market or in any other way, provided that if purchases are made through a tender offer, the possibility to tender must be made available to all Noteholders on equal terms. The Notes held by the Issuer may at the Issuer's discretion be retained, sold or cancelled by the Issuer.

9.3 Voluntary partial redemption (call option)

9.3.1 If, Conversion Rights shall have been exercised and/or purchases (and corresponding cancellations) and/or redemptions effected in respect of 85

per cent. or more in principal amount of the Notes originally issued, the Issuer may redeem all but not only some of the Notes for the time being outstanding at an amount per Note equal to the Nominal Amount together with accrued but unpaid Interest on a date determined by the Issuer.

9.3.2 Partial redemption in accordance with Clause 9.3.1 shall be made by the Issuer giving not less than fifteen (15) Business Days' notice to the Noteholders and the Agent. Any such notice is irrevocable and, upon expiry of such notice, the Issuer is bound to redeem the Notes in part on the immediately following Interest Payment Date at the applicable amounts. The applicable amount shall be an even amount in Euro and paid to the Person who is registered as a Noteholder at the Record Time prior to the relevant repurchase date.

9.4 Early redemption due to illegality (call option)

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

9.4.2 The Issuer shall give notice of any redemption pursuant to Clause 9.4.1 no later than twenty (20) Business Days after having received actual knowledge of any event specified therein (after which time period such right shall lapse).

9.4.3 A notice of redemption in accordance with Clause 9.4.1 is irrevocable and, on the date specified in such notice, the Issuer is bound to redeem the Notes in full at the applicable amounts.

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

9.5.1 Upon the occurrence of a Change of Control Event, each Noteholder shall have the right to request that all, or only some, of its Notes be repurchased at a price per Note equal to 100 per cent. of the Nominal Amount together with accrued but unpaid Interest, during a period of twenty (20) Business Days following a notice from the Issuer of the Change of Control Event pursuant to Clause 10.1.2 (after which time period such right shall lapse).

9.5.2 The notice from the Issuer pursuant to Clause 10.1.2 shall specify the repurchase date that is a CSD Business Day and include instructions about the actions that a Noteholder needs to take if it wants Notes held by it to be repurchased. If a Noteholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer shall, or shall procure that a Person designated by the Issuer will, repurchase the relevant Notes and the repurchase amount shall fall due on the repurchase date specified in the notice given by the Issuer pursuant to Clause 10.1.2. The repurchase date must fall no later than forty (40) Business Days after the end of the period referred to in Clause 9.5.1.

9.5.3 The Issuer shall comply with the requirements of any applicable securities laws and regulations in connection with the repurchase of Notes. To the extent that the provisions of such laws and regulations conflict with the provisions in this Clause 9.5, the Issuer shall comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause 9.5 by virtue of the conflict.

- 9.5.4 Any Notes repurchased by the Issuer pursuant to this Clause 9.5 may at the Issuer's discretion be retained, sold or cancelled.
- 9.5.5 The Issuer shall not be required to repurchase any Notes pursuant to this Clause 9.5, if a third party in connection with the occurrence of a Change of Control Event offers to purchase the Notes in the manner and on the terms set out in this Clause 9.5 (or on terms more favourable to the Noteholders) and purchases all Notes validly tendered in accordance with such offer. If the Notes tendered are not purchased within the time limits stipulated in this Clause 9.5, the Issuer shall repurchase any such Notes within five (5) Business Days after the expiry of the time limit.

10. INFORMATION TO NOTEHOLDERS

10.1 Information from the Issuer

10.1.1 The Issuer will make the following information available to the Noteholders by publication on the website of the Issuer:

- (a) as soon as the same become available, but in any event within four (4) months after the end of each financial year, its audited consolidated financial statements for that financial year and annual report;
- (b) as soon as the same become available, but in any event within two (2) months after the end of each interim half of its financial year, its unaudited consolidated financial statements or the year-end report (Fin: *tilinpäätöstiedote*) (as applicable) for such period;
- (c) as soon as practicable following an acquisition or disposal of Notes by a Group Company, the aggregate Nominal Amount held by the Group Companies, or the amount of Notes cancelled by the Issuer;
- (d) at the end of each financial quarter, the amount of called or redeemed Notes;
- (e) any other information required to be disclosed under the Finnish Securities Markets Act (Fin: *Arvopaperimarkkinalaki 746/2012, as amended*) and the rules and regulations of the Relevant Market.

10.1.2 The Issuer shall immediately notify the Noteholders and the Agent upon becoming aware of the occurrence of a Change of Control (a "**Change of Control Notice**"). Such Change of Control Notice may be given in advance of the occurrence of a Change of Control Event and be conditional upon the occurrence of such Change of Control if a definitive agreement is in place providing for a Change of Control.

10.1.3 When the financial statements and other information are made available to the Noteholders pursuant to Clause 10.1.1, the Issuer shall send copies of such financial statements and other information to the Agent.

10.2 Information from the Agent

10.2.1 Subject to the restrictions of a non-disclosure agreement entered into by the Agent with the Issuer, the Agent is entitled to disclose to the Noteholders any event or circumstance directly or indirectly relating to the Issuer or the Notes.

Notwithstanding the foregoing, the Agent shall notify the Noteholders of the occurrence of an Event of Default in accordance with Clause 12.3.

10.3 Publication of Finance Documents

10.3.1 The latest version of these Terms and Conditions (including any document amending these Terms and Conditions) shall be available on the websites of the Issuer and the Agent.

10.3.2 The latest versions of the Finance Documents shall be available to the Noteholders at the office of the Agent during normal business hours.

11. GENERAL UNDERTAKINGS

The Issuer undertakes to (and shall, where applicable, procure that the other Group Companies will) comply with the undertakings set forth in this Clause 11 (*General undertakings*) for so long as the Notes remain outstanding.

11.1 Financial Indebtedness

11.1.1 Except as provided under Clause 11.1.2, the Issuer shall not (and shall procure that no other Group Company will) incur, prolong or refinance any secured Financial Indebtedness.

11.1.2 Notwithstanding Clause 11.1.1, the Issuer and any other Group Company may incur, prolong or refinance Financial Indebtedness:

- (a) arising under the Finance Documents
- (b) arising under the Senior Debt and Second Priority Debt;
- (c) arising under new secured debt incurred by the Issuer in the maximum aggregate amount of EUR 20,000,000;
- (d) arising in connection with a real estate construction and/or development project that is carried out in the ordinary course of business;
- (e) arising as a result of counter indemnities granted or credit insurance obtained in relation to a real estate construction and/or development projects in the ordinary course of business of the Group to a bank or credit institution or credit insurer in respect of bank guarantees, letters of credit, credit insurance or similar instruments
- (f) RS-Loans;
- (g) arising due to cash management, cash pooling arrangements or any similar arrangements for netting debit and credit balances of the Group;
- (h) Intercompany Debt;
- (i) of any company which becomes a member of the Group after the date of these Terms and Conditions, if such financial indebtedness (A) is outstanding when that company became a member of the Group; (B) was not incurred in connection with or in contemplation of that

company becoming a member of the Group; (C) has not been increased in contemplation of or since the acquisition of that company; and (D) is discharged within three months of that company becoming a member of the Group

- (j) arising under non-speculative hedging transactions entered into in the ordinary course of business in connection with protection against interest rate or currency fluctuations;
- (k) arising under finance or capital leases or hire purchase arrangements, provided that the aggregate capital value of all such items so leased under outstanding leases by Group Companies does not exceed EUR 3,000,000 at any time;
- (l) arising under any pension Liabilities or guarantees of such Liabilities;
- (m) arising with any agreements or commitments which exist on the date of these Terms and Conditions and relate to the joint venture with, amongst others, the City of Jyväskylä relating to the Hippos2020 project in Jyväskylä;
- (n) any loans, guarantees or indemnities permitted under the Credit Facility Agreement (including for the avoidance of doubt the Existing Financial Indebtedness, as defined in the Credit Facility Agreement and provided that such Financial Indebtedness shall continue to be considered permitted notwithstanding whether the Credit Facility Agreement remains outstanding or not); and
- (o) arising in the ordinary course of business with suppliers of goods with a maximum duration of 90 days;
- (p) not permitted by the preceding paragraphs and the outstanding principal amount of which does not exceed EUR 1,000,000 in aggregate for the Group at any time.

11.2 Restricted Payments

11.2.1 Except as provided under Clause 11.2.2, the Issuer shall not each of which is a "Restricted Payment" and which are collectively referred to as "Restricted Payments"):

- (a) declare or pay any dividend in respect of its shares;
- (b) repurchase or redeem its own shares;
- (c) redeem or reduce its share capital or other restricted equity;
- (d) make any distribution or transfers of value (including but not limited to any distribution from the fund of invested unrestricted equity (Fin: *sijoitetun vapaan oman pääoman rahasto*)) to the direct or indirect shareholders of the Issuer, or any Affiliates of the Issuer; or
- (e) grant any loans to the direct or indirect shareholders of the Issuer.

11.2.2 Notwithstanding Clause 11.2.1, the Issuer may make a Restricted Payment if:

- (a) no Event of Default is continuing or would occur as a result of such Restricted Payment; and
- (b) such Restricted Payment (together with all other Restricted Payments made in the same financial year) does not exceed 50 per cent of the Issuer's consolidated net profit after tax based on the audited annual accounts from the previous financial year; or
- (c) such Restricted Payment is made in connection with the execution of any rewarding programs of key employees, including but not limited to Long Term Incentive (LTI) plans or to any minority dividend which the Issuer is required by law to pay and distribute.

11.3 Continuation of Business

- 11.3.1 The Issuer shall procure that no material change is made to the general nature or scope of the business from that carried on by the Group on each Issue Date.

11.4 Mergers and De-mergers

- 11.4.1 The Issuer shall not (and shall procure that no other Group Company will carry out:

- (a) any merger (or other business combination or corporate reorganisation involving the consolidation of assets and obligations) of the Issuer or such other Group Company with any other Person (other than the Issuer or its wholly-owned Subsidiary) if such merger, combination or reorganisation would have a Material Adverse Effect; or
- (b) any demerger (or a corporate reorganisation having the same or equivalent effect) of the Issuer or such other Group Company if such demerger or reorganisation would have a Material Adverse Effect; or
- (c) any merger involving the Issuer where the Issuer is not the surviving entity or any liquidation of the Issuer.

- 11.4.2 Each Noteholder agrees, with respect to the Notes it holds, not to exercise, and hereby waives in advance, its right in accordance with the Finnish Companies Act (Fin: Osakeyhtiölaki 624/2006, *as amended*) to object to any merger or demerger if (and only if) such merger or demerger (as applicable) (a) is not prohibited under these Terms and Conditions or (b) has been consented to by the Noteholders in a Noteholders' Meeting or by way of a Written Procedure

11.5 Disposals

- 11.5.1 The Issuer shall not (and shall procure that no other Group Company will) sell, transfer or otherwise dispose of all or substantially all of the Group's assets (including shares or other securities in any Person) or operations (other than to the Issuer or its wholly-owned Subsidiary).

11.6 Negative Pledge

11.6.1 Except as provided under Clause 11.6.2, the Issuer shall not (and shall procure that no other Group Company will):

- (a) create or allow to subsist any Security over any of its assets;
 - (b) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or reacquired by any Group Company;
 - (c) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (d) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts; or
 - (e) enter into any other preferential arrangement having a similar effect,
- in respect of items (b) to (e), in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

11.6.2 Clause 11.6.1. does not apply to:

- (a) Security provided to the Senior Lenders to secure the repayment of the Senior Debt and the Second Priority Debt;
- (b) Security provided for debt referred to in Clause 11.1.2(c) - (f), (m) and (n);
- (c) any netting or set-off arrangement entered into by a Group Company in the ordinary course of its banking arrangement for the purpose of netting debit and credit balances, cash-pooling arrangements, hedging or similar;
- (d) any lien or other security interest arising by operation of law and in the ordinary course of business;
- (e) any lien arising or Security granted to comply with Environmental Permits or an order by an authority;
- (f) any Security arising under finance or capital leases or hire purchase arrangements entered into in the ordinary course of business;
- (g) any Security over or affecting any asset acquired by a member of the Group after the date of these Terms and Conditions if (A) the Security was not created in contemplation of the acquisition of that asset by a member of the Group; (B) the principal amount secured has not been increased in contemplation of, or since the acquisition of that asset by a member of the Group; and (C) the Security is removed or discharged within three months of the date of acquisition of such asset; and
- (h) any Security over or affecting any asset of any company which becomes a member of the Group after the First Issue Date, where the Security is created prior to the date on which that company becomes a member

of the Group, if (A) the Security was not created in contemplation of the acquisition of that company, (B) the principal amount secured has not increased in contemplation of or since the acquisition of that company; and (C) the Security is removed or discharged within three months of that company becoming a member of the Group.

any Security granted for obligations which are repaid or refinanced no later than on the First Issue Date.

11.7 Compliance with Laws

11.7.1 The Issuer shall (and shall procure that each Group Company will) comply with all laws and regulations to which it may be subject, if failure so to comply has or would have a Material Adverse Effect.

11.8 Authorisations

11.8.1 The Issuer shall (and shall procure that each other Group Company will) obtain, maintain and comply with the terms of any authorisation, approval, license and consent required for the conduct of its business if a failure to do so would have Material Adverse Effect.

11.9 Subordination

11.9.1 The Issuer shall ensure that its payment obligations under these Terms and Conditions shall rank lower in respect of its obligation under the Senior Debt and the Notes shall rank *pari passu* with each other.

11.10 Related Party Transactions

11.10.1 The Issuer shall not (and shall procure that no other Group Company will) enter into any transaction with its Related Party unless such transaction (i) is on terms that are not materially less favourable to the Issuer or such Group Company, as applicable, than those that could be obtained at the time of such transaction in arm's-length dealings with a Person that is not such an Related Party or (ii) is a distribution that is permitted under Clause 11.2.1 or 11.2.2.

11.11 Restrictions on Subsidiaries' Distributions

11.11.1 Except as provided under Clause 11.11.2 the Issuer shall procure that none of its Subsidiaries creates or otherwise permits to exist or become effective any consensual Security or restriction on the ability of such Subsidiary to:

- (a) pay dividends or make other distributions to its shareholder(s);
- (b) make any loans or advances to the Person of which it is a Subsidiary;
- (c) pay any Financial Indebtedness owed to the Issuer or the Person of which it is a Subsidiary;
- (d) transfer any assets or properties to the Person of which it is a Subsidiary.

11.11.2 Clause 11.11.1 shall not apply to any Security or restriction existing under or by reason of:

- (a) any Senior Debt Document;
- (b) any agreement, instrument or arrangement permitted under Clause 11.6.2 that such Security or restriction is customary for such agreement, instrument or arrangement (as determined by the Issuer in good faith);
- (c) applicable law or regulation or governmental license, permit or concession; and
- (d) agreements or arrangements entered into in the ordinary course of business.

11.12 Undertakings relating to the Agency Agreement

11.12.1 The Issuer shall, in accordance with the Agency Agreement:

- (a) pay fees to the Agent;
- (b) indemnify the Agent for costs, losses and Liabilities;
- (c) furnish to the Agent all information requested by or otherwise required to be delivered to the Agent; and
- (d) not act in a way which would give the Agent a legal or contractual right to terminate the Agency Agreement.

11.12.2 The Issuer and the Agent shall not amend any provisions of the Agency Agreement without the prior consent of the Noteholders if the amendment would be detrimental to the interests of the Noteholders.

12. ACCELERATION OF THE NOTES

12.1 The Agent is entitled to, and shall following a demand in writing from a Noteholder (or Noteholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount (such demand may only be validly made by a Person who is a Noteholder at the end of the Business Day on which the demand is received by the Agent and shall, if made by several Noteholders, be made by them jointly) or following an instruction given pursuant to Clause 12.4 on behalf of the Noteholders and always subject to the terms of the Intercreditor Agreement (i) by notice to the Issuer, declare all, but not only some, of the outstanding Notes due and payable together with any other amounts payable under the Finance Documents, immediately or at such later date as the Agent determines, and/or (ii) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents, if:

- (a) the Issuer does not pay on the due date any amount payable by it under the Finance Documents, unless the non-payment:
 - (i) is caused by technical or administrative error; and
 - (ii) is remedied within 30 (thirty) Business Days from the due date;
- (b) the Issuer or any other Person (other than the Agent) does not comply with any material terms or conditions of the Finance Documents to

which it is a party (other than those terms referred to in paragraph (a) above, unless the non-compliance:

- (i) is capable of remedy; and
 - (ii) is remedied within 60 (sixty) Business Days of the earlier of the Agent giving notice and the Issuer or the relevant other Person becoming aware of the non-compliance;
- (c) any Finance Document becomes invalid, ineffective or varied (other than in accordance with the provisions of the Finance Documents), and such invalidity, ineffectiveness or variation has a detrimental effect on the interests of the Noteholders;
 - (d) any Group Company is, or is deemed for the purposes of any applicable law to be, Insolvent;
 - (e) any attachment, sequestration, distress or execution, or any analogous process in any jurisdiction, affects any material asset of a Group Company and is not discharged within 30 (thirty) Business Days; or
 - (f) any Financial Indebtedness of a Group Company is not paid when due nor within any originally applicable grace period, or is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described), (ii) any commitment for any Financial Indebtedness of a Group Company is cancelled or suspended by a creditor as a result of an event of default (however described), or (iii) any creditor of a Group Company becomes entitled to declare any Financial Indebtedness of a Group Company due and payable prior to its specified maturity as a result of an event of default (however described), provided that no Event of Default will occur under this paragraph (f) if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness referred to herein is less than EUR 5,000,000.
- 12.2 The Agent may not accelerate the Notes in accordance with Clause 12.1 by reference to a specific Event of Default if it is no longer continuing.
- 12.3 The Agent shall notify the Noteholders of an Event of Default within five (5) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing, except if the Event of Default does not relate to a payment failure in respect of the Notes and the Agent considers that withholding the notice is not detrimental to the interests of the Noteholders. The Agent shall, subject to the terms of the Intercreditor Agreement, within twenty (20) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing (and if the Event of Default does not relate to a payment failure in respect of the Notes, within sixty (60) Business Days, decide if the Notes shall be so accelerated. If the Agent decides not to accelerate the Notes, the Agent shall promptly seek instructions from the Noteholders in accordance with Clause 15 (*Decisions by Noteholders*). The Agent shall always be entitled to take the time necessary to consider carefully whether an occurred event or circumstance constitutes an Event of Default.
- 12.4 If the Noteholders instruct the Agent to accelerate the Notes, the Agent shall, subject to the terms of the Intercreditor Agreement, promptly declare the Notes due and payable and take such actions as may, in the opinion of the Agent, be necessary or

desirable to enforce the rights of the Noteholders under the Finance Documents, unless the relevant Event of Default is no longer continuing.

- 12.5 If the right to accelerate the Notes is based upon a decision of a court of law, an arbitral tribunal or a government authority, it is not necessary that the decision has become enforceable under law or that the period of appeal has expired in order for cause of acceleration to be deemed to exist.
- 12.6 In the event of an acceleration of the Notes in accordance with this Clause 12 (*Acceleration of the Notes*), the Issuer shall redeem all Notes at an amount per Note equal to 100 per cent. of the Nominal Amount with accrued and unpaid interest.

13. DISTRIBUTION OF PROCEEDS

- 13.1 All payments by the Issuer relating to the Notes and the Finance Documents following an acceleration of the Notes in accordance with Clause 12 (*Acceleration of the Notes*) shall be, subject to the terms of the Intercreditor Agreement, distributed in the following order of priority, in accordance with the instructions of the Agent:
- (a) first, in or towards payment pro rata of (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Agent in accordance with the Agency Agreement (other than any indemnity given for liability against the Noteholders) and/or the Issuing Agent in accordance with the Issuing Agency Agreement, (ii) other costs, expenses and indemnities relating to the acceleration of the Notes, or the protection of the Noteholders' rights in each case as may have been incurred by the Agent, (iii) any costs incurred by the Agent for external experts that have not been reimbursed by the Issuer in accordance with Clause 19.2.7, and (iv) any costs and expenses incurred by the Agent in relation to a Noteholders' Meeting or a Written Procedure that have not been reimbursed by the Issuer in accordance with Clause 15.13;
 - (b) secondly, in or towards payment pro rata of accrued but unpaid Interest under the Notes (Interest due on an earlier Interest Payment Date to be paid before any Interest due on a later Interest Payment Date) and default interest payable pursuant to Clause 7.5;
 - (c) thirdly, in or towards payment pro rata of any unpaid principal under the Notes; and
 - (d) fourthly, in or towards payment pro rata of any other costs or outstanding amounts unpaid under the Finance Documents.

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

- 13.2 If a Noteholder or another party has with the consent of the Agent paid any fees, costs, expenses or indemnities referred to in Clause 13.1 (a) or (b), such Noteholder or other party shall be entitled to reimbursement by way of a corresponding distribution in accordance with Clause 13.1 (a) or (b).
- 13.3 Funds that the Agent receives (directly or indirectly) in connection with the acceleration of the Notes constitute escrow funds and must be held on a separate interest-bearing account on behalf of the Noteholders and the other interested parties. The Agent shall arrange for payments of such funds in accordance with this Clause 13

(Distribution of Proceeds), subject to the terms of the Intercreditor Agreement, as soon as reasonably practicable.

- 13.4 If the Issuer or the Agent shall make any payment under this Clause 13 (*Distribution of Proceeds*), the Issuer or the Agent, as applicable, shall notify the Noteholders of any such payment at least fifteen (15) Business Days before the payment is made. Such notice shall specify the Record Time, the payment date and the amount to be paid. Notwithstanding the foregoing, for any Interest due but unpaid the Record Time specified in Clause 6.1 shall apply and for any partial redemption in accordance with Clause 9.3 (*Voluntary partial redemption (call option)*) due but not made, the Record Time specified in Clause 9.3.2 shall apply.

14. RIGHT TO ACT ON BEHALF OF A NOTEHOLDER

- 14.1 If any Person other than a Noteholder wishes to exercise any rights specifically allocated to Noteholders under the Finance Documents, it must obtain a power of attorney from the Noteholder or a successive, coherent chain of powers of attorney starting with the Noteholder and authorising such Person or provide other evidence of ownership or authorisation satisfactory to the Agent.
- 14.2 A Noteholder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Notes held by it. Any such representative may act independently under the Finance Documents in relation to the Notes for which such representative is entitled to represent the Noteholder and may further delegate its right to represent the Noteholder by way of a further power of attorney.
- 14.3 The Agent shall only have to examine the face of a power of attorney or other evidence of authorisation that has been provided to it pursuant to Clause 14.1 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 or is otherwise notified to the Agent.

15. DECISIONS BY NOTEHOLDERS

- 15.1 Notwithstanding anything to the contrary in these Terms and Conditions, until the Intercreditor Discharge Date, the amendments and waivers the Noteholders may decide on in accordance with this Clause 15 are limited by the terms of the Intercreditor Agreement.
- 15.2 A request by the Agent for a decision by the Noteholders on a matter relating to the Finance Documents shall (at the option of the Agent) be dealt with at a Noteholders' Meeting or by way of a Written Procedure.
- 15.3 Any request from the Issuer or a Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request may only be validly made by a Person who is a Noteholder on the Business Day immediately preceding the day on which the request is received by the Agent and shall, if made by several Noteholders, be made by them jointly) for a decision by the Noteholders on a matter relating to the Finance Documents shall be directed to the Agent and dealt with at a Noteholders' 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 Noteholders' Meeting or by way of a Written Procedure, the Agent shall have the right to decide where such matter shall be dealt with.

- 15.4 The Agent may refrain from convening a Noteholders' Meeting or instigating a Written Procedure if (i) the suggested decision must be approved by any Person in addition to the Noteholders and such Person has informed the Agent that an approval will not be given, or (ii) the suggested decision is not in accordance with applicable laws.
- 15.5 Only a Person who is, or who, directly or indirectly, has been provided with a power of attorney pursuant to Clause 14 (*Right to act on behalf of a Noteholder*) from a Person who is registered as a Noteholder:
- (a) at the Record Time on the CSD Business Day specified in the communication pursuant to Clause 16.3, in respect of a Noteholders' Meeting, or
 - (b) at the Record Time on the CSD Business Day specified in the communication pursuant to Clause 17.3, in respect of a Written Procedure,
- may exercise voting rights as a Noteholder at such Noteholders' Meeting or in such Written Procedure in respect of Notes held by such Person at the relevant Record Time, provided that the relevant Notes are included in the Adjusted Nominal Amount.
- 15.6 The following matters shall require the consent of Noteholders representing at least 75 per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 17.3:
- (a) a change to the terms of any of Clause 2.1, and Clauses 2.5 and 2.6;
 - (b) a change to the Interest Rate or the Nominal Amount;
 - (c) a change to the terms for the distribution of proceeds set out in Clause 13 (*Distribution of proceeds*);
 - (d) a change to the terms dealing with the requirements for Noteholders' consent set out in this Clause 15 (*Decisions by Noteholders*);
 - (e) a change of issuer, an extension of the tenor of the Notes or any delay of the due date for payment of any principal or interest on the Notes;
 - (f) a mandatory exchange of the Notes for other securities; and
 - (g) early redemption of the Notes, other than upon an acceleration of the Notes pursuant to Clause 12 (*Acceleration of the Notes*) or as otherwise permitted or required by these Terms and Conditions.
- 15.7 Any matter not covered by Clause 15.5 shall require the consent of Noteholders representing more than 50 per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 17.3. This includes, but is not limited to, any amendment to, or waiver of, the terms of any Finance Document that does not require a higher majority (other than an amendment permitted pursuant to Clause 18.1(a) or 18.1(b)), an acceleration of the Notes.
- 15.8 Quorum at a Noteholders' Meeting or in respect of a Written Procedure only exists if a Noteholder (or Noteholders) representing at least fifty (50) per cent. of the Adjusted

Nominal Amount in case of a matter pursuant to Clause 15.5, and otherwise twenty (20) per cent. of the Adjusted Nominal Amount:

- (a) if at a Noteholders' 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.
- 15.9 If a quorum does not exist at a Noteholders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Noteholders' Meeting (in accordance with Clause 15.1) or initiate a second Written Procedure (in accordance with Clause 17.1), as the case may be, provided that the relevant proposal has not been withdrawn by the Person(s) who initiated the procedure for Noteholders' consent. The quorum requirement in Clause 15.7 shall not apply to such second Noteholders' Meeting or Written Procedure.
- 15.10 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 Finance Documents shall be subject to the Issuer's or the Agent's consent, as applicable.
- 15.11 The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Noteholder for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Noteholders that consent at the relevant Noteholders' 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.
- 15.12 A matter decided at a duly convened and held Noteholders' Meeting or by way of a Written Procedure is binding on all Noteholders, irrespective of them being present or represented at the Noteholders' Meeting or responding in the Written Procedure.
- 15.13 All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Noteholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.
- 15.14 If a decision is to be taken by the Noteholders on a matter relating to the Finance Documents, the Issuer shall promptly at the request of the Agent provide the Agent with a certificate specifying the number of Notes owned by Group Companies or (to the knowledge of the Issuer) its Affiliates, irrespective of whether such Person is directly registered as owner of such Notes. The Agent shall not be responsible for the accuracy of such certificate or otherwise be responsible for determining whether a Note is owned by a Group Company or an Affiliate of the Issuer.
- 15.15 Information about decisions taken at a Noteholders' Meeting or by way of a Written Procedure shall promptly be sent by notice to the Noteholders 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 Noteholders' Meeting or Written Procedure shall at the request of a Noteholder be sent to it by the Issuer or the Agent, as applicable.

16. NOTEHOLDERS' MEETING

- 16.1 The Agent shall convene a Noteholders' Meeting by sending a notice thereof to the CSD and each Noteholder no later than five (5) Business Days after receipt of a valid request

from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons).

- 16.2 Should the Issuer want to replace the Agent, it may convene a Noteholders' Meeting in accordance with Clause 16.1 with a copy to the Agent. After a request from the Noteholders pursuant to Clause 19.4.4, 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 Noteholders' Meeting in accordance with Clause 16.1.
- 16.3 The notice pursuant to Clause 16.1 shall include (i) time for the meeting, (ii) place for the meeting, (iii) agenda for the meeting (including each request for a decision by the Noteholders), (iv) a specification of the CSD Business Day at the end of which a Person must be registered as a Noteholder in order to be entitled to exercise voting rights at the meeting and (v) a form of power of attorney. Only matters that have been included in the notice may be resolved upon at the Noteholders' Meeting. Should prior notification by the Noteholders be required in order to attend the Noteholders' Meeting, such requirement shall be included in the notice.
- 16.4 The Noteholders' Meeting shall be held no earlier than ten (10) Business Days and no later than thirty (30) Business Days from the date of the notice.
- 16.5 Without amending or varying these Terms and Conditions, the Agent may prescribe such further regulations regarding the convening and holding of a Noteholders' Meeting as the Agent may deem appropriate.

17. WRITTEN PROCEDURE

- 17.1 The Agent shall instigate a Written Procedure no later than five (5) Business Days after receipt of a valid request from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a communication to the CSD and each Person who is registered as a Noteholder at the Record Time prior to the date on which the communication is sent.
- 17.2 Should the Issuer want to replace the Agent, it may send a communication in accordance with Clause 17.1 to each Noteholder with a copy to the Agent.
- 17.3 A communication pursuant to Clause 17.1 shall include (i) each request for a decision by the Noteholders, (ii) a description of the reasons for each request, (iii) a specification of the CSD Business Day at the end of which a Person must be registered as a Noteholder in order to be entitled to exercise voting rights, (iv) 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, and (v) the stipulated time period within which the Noteholder must reply to the request (such time period to last at least fifteen (15) Business Days from the communication pursuant to Clause 17.1). If the voting is to be made electronically, instructions for such voting shall be included in the communication.
- 17.4 When a consent from the Noteholders representing the requisite majority of the total Adjusted Nominal Amount pursuant to Clauses 15.5 or 15.6 has been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 15.5 or 15.6, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

18. AMENDMENTS AND WAIVERS

- 18.1 Subject to the terms of the Intercreditor Agreement, the Issuer and the Agent (acting on behalf of the Noteholders) may agree to amend the Finance Documents or waive a past default or anticipated failure to comply with any provision in a Finance Document, provided that:
- (a) such amendment or waiver is not detrimental to the interest of the Noteholders in any material respect, 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 Noteholders in accordance with Clause 15 (*Decisions by Noteholders*).
- 18.2 The consent of the Noteholders is not necessary to approve the particular form of any amendment to the Finance Documents. It is sufficient if such consent approves the substance of the amendment.
- 18.3 The Agent shall promptly notify the Noteholders of any amendments or waivers made in accordance with Clause 18.1, setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to the Finance Documents are published in the manner stipulated in Clause 10.3 (*Publication of Finance Documents*). The Issuer shall ensure that any amendments to these Terms and Conditions are duly registered with the CSD and each other relevant organisation or authority.
- 18.4 An amendment to the Finance Documents shall take effect on the date determined by the Noteholders Meeting, in the Written Procedure or by the Agent, as the case may be.

19. APPOINTMENT AND REPLACEMENT OF THE AGENT

19.1 Appointment of Agent

- 19.1.1 By subscribing for Notes, each initial Noteholder, and, by acquiring Notes, each subsequent Noteholder:
- (a) agrees to and accepts the appointment of the Agent to act as its agent and representative in all matters relating to the Notes and the Finance Documents, 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 Notes held by such Noteholder and to exercise such rights, powers, authorities and discretions as are specifically delegated to the Agent by these Terms and Conditions together with all such rights, powers, authorities and discretions as are incidental thereto; and
- 19.1.2 agrees to and accepts that, upon the Agent delivering an acceleration notice in accordance with Clause 12.1, it will be considered to have irrevocably transferred to the Agent all its procedural rights and legal authority to claim and collect any and all receivables under the Notes, and to receive any funds in respect of the Notes (Fin: *prokurasiirto*) as a result of which transfer, the

Agent shall be irrevocably entitled to take all such action in its own name but on behalf of and for the benefit of each Noteholder (at the expense of the Noteholders).

- 19.1.3 Each Noteholder shall immediately upon request provide the Agent with any such documents (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 Finance Documents. The Agent is under no obligation to represent a Noteholder which does not comply with such request if due to such failure the Agent is unable to represent such Noteholder.
- 19.1.4 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 Finance Documents.
- 19.1.5 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 Finance Documents and the Agency Agreement and the Agent's obligations as Agent under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.
- 19.1.6 The Agent may act as agent or other representative for several issues of securities issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

19.2 Duties of the Agent

- 19.2.1 The Agent shall represent the Noteholders in accordance with the Finance Documents. Except as specified in Clause 4 (*Conditions for disbursement*), the Agent is not responsible for the execution or enforceability of the Finance Documents.
- 19.2.2 When acting in accordance with the Finance Documents, the Agent is always acting with binding effect on behalf of the Noteholders. The Agent shall carry out its duties under the Finance Documents in a reasonable, proficient and professional manner, with reasonable care and skill.
- 19.2.3 The Agent shall monitor the compliance by the Issuer with its obligations under the Finance Documents on the basis of information made available to it pursuant to the Finance Documents or received from a Noteholder. The Agent is not obligated to assess the Issuer's financial situation other than as expressly set out in these Terms and Conditions.
- 19.2.4 The Agent is entitled to take any step it in its sole discretion considers necessary or advisable to protect the rights of the Noteholders pursuant to these Terms and Conditions.
- 19.2.5 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 Finance Documents.
- 19.2.6 The Agent shall treat all Noteholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Noteholders 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 Finance Documents.

- 19.2.7 The Agent is entitled to engage external experts when carrying out its duties under the Finance Documents. The Issuer shall on demand by the Agent pay all costs reasonably incurred for external experts engaged after the occurrence of an Event of Default, or for the purpose of investigating or considering (i) an event or circumstance which the Agent reasonably believes is or may lead to an Event of Default or (ii) a matter relating to the Issuer which the Agent reasonably believes may be detrimental to the interests of the Noteholders under the Finance Documents. Any compensation for damages or other recoveries received by the Agent from external experts engaged by it for the purpose of carrying out its duties under the Finance Documents shall be distributed in accordance with Clause 13 (*Distribution of proceeds*).
- 19.2.8 Notwithstanding any other provision of the Finance Documents 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.
- 19.2.9 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 Noteholders, 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.
- 19.2.10 The Agent shall give a notice to the Noteholders (i) before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or (ii) if it refrains from acting for any reason described in Clause 19.2.9.

19.3 **Limited liability for the Agent**

- 19.3.1 The Agent will not be liable to the Noteholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its negligence or wilful misconduct. The Agent shall never be responsible for indirect loss.
- 19.3.2 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 engaged by 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 Noteholders to delay the action in order to first obtain instructions from the Noteholders.
- 19.3.3 The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance Documents to be paid by the Agent to the Noteholders, 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.

- 19.3.4 The Agent shall have no liability to the Noteholders for damage caused by the Agent acting in accordance with instructions of the Noteholders given in accordance with Clause 15 (*Decisions by Noteholders*) or a demand by Noteholders given pursuant to Clause 12.1.
- 19.3.5 Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Noteholders under the Finance Documents.

19.4 **Replacement of the Agent**

- 19.4.1 Subject to Clause 19.4.7, the Agent may resign by giving notice to the Issuer and the Noteholders, in which case the Noteholders shall in consultation with the Issuer appoint a successor Agent at a Noteholders' Meeting convened by the retiring Agent or by way of a Written Procedure initiated by the retiring Agent.
- 19.4.2 Subject to Clause 19.4.7, if the Agent is Insolvent, the Agent shall be deemed to resign as Agent and the Issuer shall within ten (10) Business Days appoint a successor Agent.
- 19.4.3 Any successor Agent appointed pursuant to this Clause 19.4 must be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- 19.4.4 A Noteholder (or Noteholders) representing at least ten (10) 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 Noteholder at the end of the Business Day on which the notice is received by the Issuer and shall, if given by several Noteholders, be given by them jointly), require that a Noteholders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent. The Issuer may, at a Noteholders' Meeting convened by it or by way of a Written Procedure initiated by it, propose to the Noteholders that the Agent be dismissed and a new Agent appointed.
- 19.4.5 If the Noteholders have not appointed a successor Agent within ninety (90) 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 Noteholders, the Issuer shall appoint a successor Agent.
- 19.4.6 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 Finance Documents.
- 19.4.7 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.
- 19.4.8 Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents but shall, in respect of any action which it took or failed to take whilst acting as Agent, (a) remain entitled to the benefit of the Finance Documents and (b) remain liable under the Finance Documents. Its successor, the Issuer and each of the

Noteholders shall have the same rights and obligations amongst themselves under the Finance Documents as they would have had if such successor had been the original Agent.

- 19.4.9 In the event that there is a change of the Agent in accordance with this Clause 19.4, 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 Finance Documents and the Agency Agreement. Unless the Issuer and the new Agent agree otherwise, the new Agent shall be entitled to the same fees and the same indemnities as the retiring Agent.

20. NO DIRECT ACTIONS BY NOTEHOLDERS

- 20.1 A Noteholder may not take any steps whatsoever against the Issuer to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation (Fin: *yrityssaneeraus*) or bankruptcy (Fin: *konkurssi*) (or its equivalent in any other jurisdiction) of the Issuer in relation to any of the obligations of the Issuer under the Finance Documents.

- 20.2 Clause 20.1 shall not apply if:

- (a) the Agent has been instructed by the Noteholders in accordance with the Finance Documents to take any of the actions referred to in Clause 20.1 but fails for any reason, other than pursuant to the provisions of the Intercreditor Agreement, to take, or is unable to take (for any reason other than a failure by a Noteholder to provide documents in accordance with Clause 19.1.2), such actions within a reasonable period of time and such failure or inability is continuing. However, if the failure to take such actions is caused by the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or by any reason described in Clause 19.2.9, such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 19.2.10 before a Noteholder may take any action referred to in Clause 20.1; and
- (b) the Noteholders have resolved pursuant to these Terms and Conditions that, upon the occurrence of a failure by the Agent referred to in (a) above, a Noteholder shall have the right to take any action referred to in Clause 20.1.

- 20.3 The provisions of Clause 20.1 shall not in any way limit an individual Noteholder's right to claim and enforce payments which are due to it under Clause 9.5 (*Mandatory repurchase due to a Change of Control Event (call option)*) or other payments which are due by the Issuer to some but not all Noteholders, however, subject to the terms of the Intercreditor Agreement.

21. PRESCRIPTION

- 21.1 The right to receive payment of the principal of or interest on the Notes shall be prescribed and become void three (3) years from the date on which such payment became due.

21.2 If a limitation period is duly interrupted in accordance with the Finnish Act on Limitations (Fin: *Laki velan vanhentumisesta 728/2003, as amended*), a new limitation period of at least three (3) years will commence.

22. NOTICES AND PRESS RELEASES

22.1 Notices

22.1.1 Any notice or other communication to be made under or in connection with the Finance Documents:

- (a) if to the Agent, shall be given at the address registered with the Finnish Trade Register on the Business Day prior to dispatch;
- (b) if to the Issuing Agent, shall be given at the address registered with the Finnish Trade Register on the Business Day prior to dispatch and designated “To the attention of Nils Lundberg”;
- (c) if to the Issuer, shall be given at the address registered with the Finnish Trade Register on the Business Day prior to dispatch and designated “To the attention of CFO Veli-Pekka Paloranta”; and
- (d) if to the Noteholders, shall be given at their addresses as registered with the CSD, at the Record Time prior to dispatch, and by either courier delivery or letter for all Noteholders. A Notice to the Noteholders shall also be published on the websites of the Issuer and the Agent.

22.1.2 Any notice or other communication made by one Person to another under or in connection with the Finance Documents shall be in English and sent by way of courier, fax, e-mail, personal delivery or letter and will become effective, in the case of courier or personal delivery, when it has been left at the address specified in Clause 22.1.1 or, in the case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 22.1.1 or, in the case of fax or e-mail, when actually received in a readable form.

22.1.3 Failure to send a notice or other communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders.

22.2 Releases

22.2.1 Any notice that the Issuer or the Agent shall send to the Noteholders pursuant to Clauses 9.3 (*Voluntary partial redemption (call option)*), 9.4 (*Early redemption due to illegality (call option)*), 10.1.2, 12.3, 16.1, 17.1 and 18.3 shall also be published by way of press release (or stock exchange release, as applicable) by the Issuer or the Agent, as applicable. Any such notice shall be deemed to have been received by the Noteholders when published in any manner specified in this Clause 22.1.1.

22.2.2 A notice shall be deemed to be sent by way of press release (or stock exchange release, as applicable) if it is made available to the public within the European Economic Area promptly and in a non-discriminatory manner.

22.2.3 In addition to Clause 22.1.1, if any information relating to the Notes or the Issuer contained in a notice the Agent may send to the Noteholders under

these Terms and Conditions has not already been made public in accordance with these Terms and Conditions, the Agent shall before it sends such information to the Noteholders give the Issuer the opportunity to make public such information in accordance with these Terms and Conditions. If the Issuer does not promptly make public such information and the Agent considers it necessary to make such information public in accordance with Clause 22.2.1 before it can lawfully send a notice containing such information to the Noteholders, the Agent shall be entitled to do so.

23. CONVERSION OF NOTES

23.1 Conversion Period and Conversion Price

- 23.1.1 Subject to and as provided in these Terms and Conditions, each Note shall entitle its holder to one (1) Special Right convertible into new and/or existing Ordinary Shares as determined in Clause 23.1.2 herein (a “**Conversion Right**”).
- 23.1.2 To establish the Conversion Right pursuant to the Finnish Companies Act, the Issuer shall issue Special Rights to the Noteholders on the relevant Issue Date so that each (1) Special Right shall entitle its holder to 50,000 Ordinary Shares. Thus, the maximum number of Special Rights to be issued shall be 750 and the maximum number of Ordinary Shares to be issued on the basis of the Special Rights with the initial Conversion Price is 37,500,000. The Special Rights will be registered to the Book-Entry Account of the relevant Noteholder.
- 23.1.3 The final number of Ordinary Shares to be issued or transferred and delivered on exercise of a Conversion Right shall be determined by the Issuing Agent by dividing the aggregate principal amount of the Notes subject of the relevant Conversion Notice by the Conversion Price. Based on the initial Conversion Price, conversion of all the Notes would result in the issue of a maximum of 37,500,000 Ordinary Shares.
- 23.1.4 Upon conversion, the Conversion Price per Ordinary Share shall be booked into the reserve for invested unrestricted equity of the Issuer without increasing the share capital of the Issuer with any amount.
- 23.1.5 The initial Conversion Price is EUR 0.40 per Ordinary Share (the “**Conversion Price**”). The Conversion Price is subject to adjustment in the circumstances described in Clause 29 (*Adjustment of Conversion Price*).
- 23.1.6 Subject to and as provided in these Terms and Conditions, the Conversion Right in respect of a Note may be exercised, at the option of the holder thereof, at any time subject to any applicable fiscal or other laws or regulations and as hereinafter provided, during the Conversion Period.
- 23.1.7 Conversion Rights may not be exercised (i) following the giving of notice by the Agent pursuant to Clause 12 (*Acceleration of the Notes*) or (ii) in respect of a Note in respect of which the relevant holder has exercised its right to require the Issuer to redeem that Note pursuant to Clause 9.5 (*Mandatory repurchase due to a Change of Control Event (put option)*). Notwithstanding the above, if the Agent has given a notice pursuant to Clause 12 (*Acceleration of the Notes*) due to the commencement of company reorganisation under the Finnish Act on Company Reorganisation (Fin: *Laki yrityksen saneerauksesta 47/1993*, as amended) (or its equivalent in any other

jurisdiction) of the Issuer, the Conversion Rights may be exercised up to the date on which the restructuring programme has been accepted by the relevant court.

- 23.1.8 Conversion Rights shall expire immediately upon the commencement of bankruptcy proceedings relating to the Issuer, dissolution of the Issuer or removal from the Finnish Trade Register of the Issuer.
- 23.1.9 Save where a notice of redemption is given by the Issuer in the circumstances provided in Clause 26 (*Interest on conversion*) in respect of any notice given by the Issuer pursuant to Clause 9.3 (*Voluntary partial redemption (call option)*) or Clause 9.4 (*Early redemption due to illegality (call option)*), Conversion Rights may not be exercised by a Noteholder in circumstances where the relevant Conversion Date would fall during the period commencing on the Record Time in respect of any payment of interest on the Notes and ending on the relevant Interest Payment Date (both days inclusive).
- 23.1.10 The period during which Conversion Rights may (subject as provided below) be exercised by a Noteholder is referred to as the “**Conversion Period**”. The Conversion Period begins on the relevant Issue Date and ends on the date falling ten Business Days prior to the Final Maturity Date, or, if such Note is to be redeemed pursuant to Clause 9.3 (*Voluntary partial redemption (call option)*) or 9.4 (*Early redemption due to illegality (call option)*) prior to the Final Maturity Date, then up to (and including) the date falling ten Business Days before the date fixed for redemption thereof, subject to Clauses 23.1.7 - 23.1.10.
- 23.1.11 Fractions of Ordinary Shares will not be issued or transferred and delivered on exercise of Conversion Rights and no cash payment or other adjustment will be made in lieu thereof. However, if the Conversion Right in respect of more than one Note is exercised at any one time such that Ordinary Shares to be issued or transferred and delivered on conversion are to be registered in the same name, the number of such Ordinary Shares to be issued or transferred and delivered in respect thereof shall be calculated by the Agent on the basis of the aggregate principal amount of such Notes being so converted and rounded down to the nearest whole number of Ordinary Shares.
- 23.1.12 The Issuer will procure that Ordinary Shares to be issued or transferred and delivered on exercise of Conversion Rights will be issued or transferred and delivered to the duly registered holder of the Notes completing the relevant Conversion Notice or his nominee as provided in Clause 24 (*Procedure for exercise of Conversion Rights*).

24. PROCEDURE FOR EXERCISE OF CONVERSION RIGHTS

- 24.1 Subject to and as provided in these Terms and Conditions, Conversion Rights may be exercised by a Noteholder during the Conversion Period by delivering the Agent, during its usual business hours, a signed notice of conversion (a “**Conversion Notice**”) in the form (for the time being current) obtainable from the Agent.
- 24.2 If such delivery is made after the end of normal business hours or on a day which is not a Business Day, such delivery shall be deemed for all purposes of these Terms and Conditions to have been made on the following business day.
- 24.3 Conversion Rights may only be exercised in respect of the Nominal Amount of a Note.

- 24.4 Any determination as to whether a Conversion Notice has been duly completed and properly delivered shall be made by the Issuer and shall, save in the case of manifest error, be conclusive and binding on the Agent and the relevant Noteholder.
- 24.5 A Conversion Notice, once delivered, shall be irrevocable.
- 24.6 The conversion date in respect of a Note (the “**Conversion Date**”) shall be the Business Day immediately following the date of the delivery (or deemed date of delivery) of the Conversion Notice and, if applicable, the making of any payment to be made as provided in Clause 24.7 below.
- 24.7 A Noteholder exercising a Conversion Right must pay directly to the relevant authorities any taxes and capital, stamp, issue and registration and transfer taxes and duties arising on conversion (other than any taxes or capital, stamp, issue and registration and transfer taxes and duties payable in the Republic of Finland, in respect of the issue or transfer and delivery of any Ordinary Shares on such conversion. If the Issuer shall fail to pay any taxes and capital, stamp, issue and registration and transfer taxes and duties payable for which it is responsible as provided above, the Issuer shall indemnify each Noteholder in respect of such payment and any penalties payable in respect thereof. Such Noteholder must also pay all, if any, taxes imposed on it and arising by reference to any disposal or deemed disposal of a Note or interest therein in connection with such conversion.
- 24.8 The Agent shall not be responsible for determining whether any such taxes or capital, stamp, issue and registration and transfer taxes and duties are payable or the amount thereof and it shall not be responsible or liable for any failure by the Issuer to pay such taxes or capital, stamp, issue and registration and transfer taxes and duties.
- 24.9 The Issuer shall use its best efforts to procure that in connection with the exercise of each Conversion Right the appropriate book-entry shall be made on or with effect from the relevant Conversion Date in the waiting list maintained by the CSD showing the entitlement of the person specified in the relevant Conversion Notice to the Ordinary Shares issued on exercise of such Conversion Right.
- 24.10 Where the Issuer is to issue newly issued Ordinary Shares upon the relevant exercise of Conversion Rights, the Issuer shall, as soon as reasonably practicable, and in any event within 30 days after each Conversion Date,
- (a) file the appropriate notification for registration with the Finnish Trade Register in respect of the number of Ordinary Shares into which Notes have been converted on such Conversion Date which are required to be issued in respect of the relevant exercise of Conversion Rights; and,
 - (b) subject to such registration having been effected, the Issuer shall procure the transfer of the book-entry in the name of the person specified in the relevant Conversion Notice in respect of the Ordinary Shares from the waiting list to the Issuer’s register of Shareholders maintained by the CSD and the relevant person’s Book-Entry Account. Where the Issuer is to deliver existing Ordinary Shares held in treasury upon the relevant exercise of Conversion Rights, the Issuer shall procure the transfer of the book-entry in respect of the Ordinary Shares from the Issuer to the person specified in the relevant Conversion Notice into such person’s Book-Entry Account and include such person in the Issuer’s register of Shareholders maintained by the CSD, in each case as soon as reasonably practicable, and in any event within 30 days after the relevant Conversion Date. Where in respect of

the relevant exercise of Conversion Rights the Issuer is to deliver a combination of new and existing Ordinary Shares held in treasury, the Issuer shall use its best efforts to procure that the Registration Date in respect of both the new and existing Ordinary Shares so delivered is the same date.

25. RANKING AND ENTITLEMENT IN RESPECT OF ORDINARY SHARES

- 25.1 The person or persons specified for such purpose in the relevant Conversion Notice will become the holder of record of the number of Ordinary Shares issuable upon conversion, with effect from (and including) the date (the “**Registration Date**”) which is
- (a) in the case of newly issued Ordinary Shares, the date such Ordinary Shares are registered with the Finnish Trade Register and following such registration such person or persons is/are registered in the Issuer’s register of Shareholders maintained by the CSD; or
 - (b) in the case of existing Ordinary Shares held in treasury, the date on which such Ordinary Shares are recorded in the Book-Entry Account of the relevant Noteholder in the Finnish Book-Entry System.

The Ordinary Shares issued and registered upon conversion of the Notes will be fully-paid, and will in all respects rank pari passu with the Ordinary Shares in issue on the relevant Registration Date. The Ordinary Shares will be entitled to dividend from the Registration Date.

26. INTEREST ON CONVERSION

- 26.1 Save as provided in Clause 26.2 below, no payment or adjustment shall be made on conversion for any interest which otherwise would have accrued on the relevant Notes since the last Interest Payment Date preceding the Conversion Date relating to such Notes (or, if such Conversion Date falls before the first Interest Payment Date, since the relevant Issue Date).
- 26.2 If any notice requiring the redemption of any Notes is given pursuant to Clause 9.3 (*Voluntary partial redemption (call option)*) or 9.4 (*Early redemption due to illegality (call option)*) prior to the Final Maturity Date, then interest shall accrue at the rate provided in Clause 7 (*Interest*) on Notes in respect of which Conversion Rights shall have been exercised up to the Conversion Date, but excluding such Conversion Date.
- 26.3 The Issuer shall pay or procure the payment of any such interest by not later than 14 days after the relevant Conversion Date by transfer to a euro account with a bank in a city in which banks have access to the TARGET System in accordance with instructions given by the relevant Noteholder in the relevant Conversion Notice.

27. PURCHASE OR REDEMPTION OF ORDINARY SHARES

- 27.1 The Issuer or any Subsidiary of the Issuer may exercise such rights as it may from time to time enjoy to purchase or redeem or buy back any shares of the Issuer (including Ordinary Shares) or any depositary or other receipts or certificates representing the same without the consent of the Noteholders.

28. CHANGE OF CONTROL, CONSOLIDATION, AMALGAMATION, MERGER OR SALES OF ASSETS

28.1 If a Change of Control shall occur, then upon any exercise of Conversion Rights where the Conversion Date falls during the Change of Control Period, the Conversion Price for the purpose of such exercise (the “**Change of Control Conversion Price**”) shall be determined as set out below:

$$\text{COCCP} = \text{OCP} / (1 + (\text{CP} \times c / t))$$

where:

COCCP = means the Change of Control Conversion Price;

OCP = means the Conversion Price in effect immediately prior to the Change of Control;

CP = means the conversion premium of 0.00 per cent. (expressed as fraction);

c = means the number of days from and including the date the Change of Control occurs to but excluding the Final Maturity Date; and

t = means the number of days from and including the relevant Issue Date to but excluding the Final Maturity Date.

28.2 In the case of:

- (a) any consolidation, amalgamation or merger of the Issuer with any other corporation (other than a consolidation, amalgamation or merger in which the Issuer is the continuing corporation): or
- (b) any sale or transfer of all, or substantially all, of the assets of the Issuer to any other entity or entities; or
- (c) a demerger where all or substantially all the assets of the Issuer are transferred to one or more other entities,

where such entity or entities issue equity shares to shareholders of the Issuer and provided, in each case, that such equity shares benefit from a full equity listing on a stock exchange based in a full member country of the Organisation for Economic Co-operation and Development the Issuer will forthwith give notice thereof to the Noteholders and the Agent in accordance with Clause 22 (*Notices and press releases*) of such event and take such steps as to ensure that each Note then outstanding will (during the Conversion Period) be convertible into the class and amount of such shares and other securities receivable upon such consolidation, amalgamation, merger, demerger, sale or transfer by a holder of the number of Ordinary Shares which would have become liable to be issued or delivered upon exercise of Conversion Rights immediately prior to such consolidation, amalgamation, merger, demerger, sale or transfer.

The above provisions of this Clause 28.2 will apply, mutatis mutandis to any subsequent consolidations, amalgamations, mergers, demergers, sales of transfers.

28.3 Other Events

28.3.1 Otherwise than as described above these Terms and Conditions, the Noteholders shall have no rights or entitlements, in respect of or as a result of:

- (a) any issuance of Ordinary Shares or other Securities or the grant of any options, warrants or other rights;
- (b) any payment or making of a dividend or distribution (whether cash or non-cash and including, for the avoidance of doubt, a reduction of share capital in accordance with Chapter 13, Section 1 of the Finnish Companies Act); or
- (c) any purchase or redemption (including a redemption of minority shares in accordance with Chapter 18 of the Finnish Companies Act) or buy-back of Ordinary Shares or other Securities.

29. ADJUSTMENT OF CONVERSION PRICE

Upon the occurrence of any of the events described below, the Conversion Price shall be adjusted (as determined in good faith by the Issuer) as follows:

29.1 Consolidation, reclassification, redesignation or sub-division

29.1.1 If and whenever there shall be a consolidation (including any consolidation referred to in Chapter 15, Section 9 of the Finnish Companies Act), reclassification, redesignation or sub-division in relation to the Ordinary Shares which alters the number of Ordinary Shares in issue, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A}{B}$$

where:

‘A’ is the aggregate number of Ordinary Shares in issue immediately before the Effective Date; and

‘B’ is the aggregate number of Ordinary Shares in issue immediately after, and as a result of, such consolidation, reclassification, redesignation or sub-division, as the case may be.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Clause 29.1.1, the date on which the consolidation, reclassification, redesignation or sub-division, as the case may be, takes effect.

29.2 Capitalisation of profits or reserves

29.2.1 If and whenever the Issuer shall issue any Ordinary Shares to the Shareholders by way of capitalisation of profits or reserves (including any share premium account or invested unrestricted equity reserve) or shall issue any Ordinary Shares to Shareholders for no consideration other than (i)

where the Shareholders may elect to receive a dividend in cash in lieu of such Ordinary Shares or (ii) where any such Ordinary Shares are or are expressed to be issued in lieu of the whole or part of a dividend (whether or not a cash dividend equivalent or amount is announced or would otherwise be payable to Shareholders, whether at their election or otherwise), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A}{B}$$

where:

‘A’ is the aggregate number of Ordinary Shares in issue immediately before the Effective Date; and

‘B’ is the aggregate number of Ordinary Shares in issue immediately after the Effective Date.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Clause 29.2.1, the date of issue of such Ordinary Shares.

29.3 Dividends

29.3.1 If and whenever the Issuer shall pay or make any dividend to Shareholders, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A - B}{A}$$

where:

‘A’ is the Current Market Price of one Ordinary Share on the Ex-Date in respect of such Dividend; and

‘B’ is the aggregate amount of the Dividend attributable to one Ordinary Share.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Clause 29.3.1, the date which is the Ex-Date in respect of such Dividend.

29.4 Rights issues

29.4.1 If and whenever the Issuer or any Subsidiary of the Issuer or (at the direction or request or pursuant to any arrangements with the Issuer or any Subsidiary of the Issuer) any other company, person or entity shall issue Ordinary Shares to Shareholders as a class by way of rights, or issue or grant to Shareholders as a class by way of rights, any options, warrants or other rights to subscribe for or purchase or otherwise acquire any Ordinary Shares, or any Securities which by their terms of issue carry (directly or indirectly) rights of conversion into, or exchange or subscription for, or the right to otherwise acquire, any

Ordinary Shares (or shall grant any such rights in respect of existing Securities so issued), in each case at a consideration receivable per Ordinary Share (based, where appropriate, on such number of Ordinary Shares as determined pursuant to the definition of “C” and the provisions below) which is less than 95 per cent. of the Current Market Price per Ordinary Share on the Ex-Date in respect of the relevant issue or grant, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A+B}{A+C}$$

where:

‘A’ is the number of Ordinary Shares in issue on such Ex-Date;

‘B’ is the number of Ordinary Shares which the aggregate consideration (if any) receivable for the Ordinary Shares issued by way of rights or for the Securities issued by way of rights and upon exercise of rights of conversion into, or exchange or subscription for, or the right to otherwise acquire, Ordinary Shares, or for the options or warrants or other rights issued by way of rights and for the total number of Ordinary Shares deliverable on the exercise thereof, would purchase at such Current Market Price per Ordinary Share; and

‘C’ is the number of Ordinary Shares to be issued or, as the case may be, the maximum number of Ordinary Shares which may be issued upon exercise of such options, warrants or rights calculated as at the date of issue of such options, warrants or rights or upon conversion or exchange or exercise of rights of subscription or purchase or other rights of acquisition in respect thereof at the initial conversion, exchange, subscription, purchase or acquisition price or rate,

provided that if on such Ex-Date such number of Ordinary Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time, then for the purposes of Clause 29.4.1, ‘C’ shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at such Ex-Date and as if such conversion, exchange, subscription, purchase or acquisition had taken place on such Ex-Date.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Clause 29.4.1, later of (i) the Ex-Date in respect of the relevant issue or grant and (ii) the first date upon which the adjusted Conversion Price is capable of being determined in accordance with this Clause 29.4.1.

29.5 Issue of Securities to Shareholders

- 29.5.1 If and whenever the Issuer or any Subsidiary of the Issuer or (at the direction or request or pursuant to any arrangements with the Issuer or any Subsidiary of the Issuer) any other company, person or entity shall (other than in the circumstances the subject of Clause 29.4.1 and other than where such issue is determined to constitute a cash Dividend pursuant to paragraph (a) of the definition “Dividend”) issue any Securities (other than Ordinary Shares or

options, warrants or other rights to subscribe for or purchase or otherwise acquire Ordinary Shares or Securities which by their terms carry (directly or indirectly) rights of conversion into, or exchange or subscription for, or rights to otherwise acquire, any Ordinary Shares) to Shareholders as a class by way of rights or grant to Shareholders as a class by way of rights any options, warrants or other rights to subscribe for or purchase or otherwise acquire any Securities (other than Ordinary Shares or options, warrants or other rights to subscribe for or purchase or otherwise acquire any Ordinary Shares or any Securities which by their terms carry (directly or indirectly) rights of conversion into, or exchange or subscription for, or rights to otherwise acquire, Ordinary Shares), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A - B}{A}$$

where:

‘A’ is the Current Market Price of one Ordinary Share on the Ex-Date in respect of the relevant issue or grant; and

‘B’ is the fair market value on such Ex-Date of the portion of the rights attributable to one Ordinary Share.

Such adjustment shall become effective on the Effective Date.

“**Effective Date**” means, in respect of this Clause 29.5.1, later of (i) the Ex-Date in respect of the relevant issue or grant and (ii) the first date upon which the adjusted Conversion Price is capable of being determined in accordance with this Clause 29.5.1.

30. FORCE MAJEURE AND LIMITATION OF LIABILITY

- 30.1 Neither the Issuer, 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.
- 30.2 The Issuing Agent shall have no liability to the Noteholders if it has observed reasonable care. The Issuing Agent shall never be responsible for indirect damage with exception of gross negligence and willful misconduct.
- 30.3 Should a Force Majeure Event arise which prevents the Issuer, the Agent or the Issuing Agent from taking any action required to comply with these Terms and Conditions, such action may be postponed until the obstacle has been removed.
- 30.4 The provisions in this Clause 30 (*Force Majeure and Limitation of Liability*) apply unless they are inconsistent with the provisions of the Book-Entry System Act and the Act on Book-Entry Accounts, which provisions shall take precedence.

31. GOVERNING LAW AND JURISDICTION

- 31.1 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 Finland.
- 31.2 The Issuer submits to the non-exclusive jurisdiction of the Finnish courts with the District Court of Oulu (Fin: *Oulun käräjäoikeus*) as the court of first instance.

We hereby confirm that the above terms and conditions are binding upon ourselves.

[signature page to follow]

Place: Date:

LEHTO GROUP PLC
as Issuer

Name:

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

Place: Date:

NORDIC TRUSTEE OY
as Agent

Name: