

## NOTICE OF A CHANGE OF CONTROL EVENT

To: Nordic Trustee & Agency AB (publ) as Agent under the Terms and Conditions (as defined below) and the Noteholders

Date: 1 October 2018

Dear Receiver,

1. We refer to the terms and conditions originally dated 9 December 2016 as amended on 13 March 2018 (the “**Terms and Conditions**”) for the up to SEK 400,000,000 senior unsecured floating rate notes with ISIN: SE0009320369 (the “**Notes**”) issued by Sveavalvet AB (publ) (unt Np13 Förvaltning AB), Reg. No. 559034-6564 (the “**Issuer**”).
2. Terms defined in the Terms and Conditions shall have the same meaning when used in this notice, unless otherwise defined herein.
3. Pursuant to Clause 10.1.2 of the Terms and Conditions, we hereby give you notice that NP3 Fastigheter AB, Reg. No. 556749-1963, has become the owner of 100 percent of the share capital and 100 percent of the total number of outstanding votes in the Issuer (the “**Transaction**”).
4. The completion of the Transaction results in Change of Control Event pursuant to the Terms and Conditions.
5. In accordance with Clause 9.5.1 (*Mandatory repurchase due to a Change of Control Event or a Listing Failure Event (put option)*) of the Terms and Conditions, each Noteholder has a right to request that all, or some only, of its Notes be repurchased at a price per Note equal to 101 per cent. of the Nominal Amount together with accrued but unpaid Interest.
6. If a Noteholder wants to exercise its right to request that its Notes are repurchased on the terms set out in item 5 above, such Noteholder shall notify the Issuer thereof in writing by sending a notice to the address specified below in item 7. The notice has to be received by the Issuer not later than twenty (20) Business Days following the receipt of this notice of Change of Control Event. The Noteholders will be deemed to have received this notice no later than three (3) Business Days after dispatch, i.e. 4 October 2018, so notices of such request can be accepted until 1 November 2018. Further information to be provided by a Noteholder in order for the Issuer to execute the repurchase will be requested separately at a later date to the relevant Noteholders.
7. A Notice from a Noteholder requesting that its Notes shall be repurchased in accordance with the terms of this notice shall be sent by regular mail, courier or e-mail to the following address:

By regular mail:

Sveavalvet AB (publ) (unt NP13 Förvaltning AB)  
Attn: Notes Repurchase Request  
Box 12  
851 02 Sundsvall

By courier:

Sveavalvet AB (publ) (unt NP13 Förvaltning AB)  
Attn: Notes Repurchase Request  
Gärdevägen 5A  
856 50 Sundsvall

By email: andreas@np3fastigheter.se

8. In order for a Noteholder to have its Notes repurchased such person must meet the requirements for being considered a Noteholder of such Notes on the Record Date, i.e. 20 December 2018 (the date falling 5 Business Days prior to the Repurchase Date (as defined in item 9 below)). This means that such person must be registered on a Securities Account maintained by the CSD as a direct registered owner or as a nominee in respect of the Notes to be repurchased.
9. The Issuer will repurchase the Notes and pay the repurchase amount on 3 January 2019 (the “**Repurchase Date**”) which is the date falling 40 Business Days after the twenty (20) Business Days period referred to in item 6 above.
10. Following completion of the Transaction, it is intended to change the Issuer’s legal name from Sveavalvet AB (publ) to Np13 Förvaltning AB, subject to approval by the Swedish Companies Registration Office (Sw. *Bolagsverket*).

Yours faithfully

SVEAVALVET AB (PUBL) (UNT NP13 FÖRVALTNING AB)