

AMENDMENT AND RESTATEMENT AGREEMENT

dated 30 May 2024

between

K2A KNAUST & ANDERSSON FASTIGHETER AB (PUBL)

as Issuer

and

NORDIC TRUSTEE & AGENCY AB (PUBL)

as Agent

to amend and restate the

GENERAL TERMS AND CONDITIONS

for the Issuer's MTN programme dated 21 May 2021

and

FINAL TERMS

of the

SEK 400,000,000 Notes with Note Series number 101 with ISIN SE0013360278 dated 27 May 2021

SEK 400,000,000 Notes with Note Series number 102 with ISIN SE0013104791 dated 27 September 2021

SEK 300,000,000 Notes with Note Series number 103 with ISIN SE0013360690 dated 16 March 2022

This **AMENDMENT AND RESTATEMENT AGREEMENT** (this “**Agreement**”) to the Terms and Conditions (as defined below) is dated 30 May 2024 and made between:

- (1) **K2A KNAUST & ANDERSSON FASTIGHETER AB (PUBL)**, a public limited liability company incorporated under the laws of Sweden with Swedish Reg. No. 556943-7600 (the “**Issuer**”); and
- (2) **NORDIC TRUSTEE & AGENCY AB (PUBL)**, a limited liability company incorporated under the laws of Sweden with Swedish Reg. No. 556882-1879 (the “**Agent**”).

BACKGROUND

- A. The Agent acts as agent for the holders of the notes (the “**Noteholders**”) of the (i) SEK 400,000,000 notes with note series number 101 with ISIN SE0013360278, (ii) SEK 400,000,000 notes with note series number 102 with ISIN SE0013104791, and (iii) SEK 300,000,000 notes with note series number 103 with ISIN SE0013360690 (the “**Notes**”) issued by the Issuer in accordance with the general terms and conditions for the Issuer’s MTN programme dated 21 May 2021 (the “**General Terms and Conditions**”) and together with the final terms and conditions for the Notes dated 27 May 2021, 27 September 2021 and 16 March 2022 (respectively), the “**Terms and Conditions**”).
- B. In written procedures for each Note Series (as defined in the Amended and Restated Terms and Conditions (as defined below)) for which notice was given on 20 May 2024 (each a “**Notice**” and jointly the “**Notices**”), the Noteholders were requested to agree to certain amendments of the Terms and Conditions (the “**Requests**”).
- C. On 29 May 2024, each of the written procedures were completed and it was found that a sufficient number of Noteholders participated in the written procedure and a requisite majority of the Noteholders had given their consent to the passing of the Requests and therein the amendments of the Terms and Conditions requested in the Notices (the “**Amendments**”).
- D. The purpose of this Agreement is to document the Amendments.
- E. Terms defined in the Amended and Restated Terms and Conditions (as defined below) shall have the same meaning when used in this Agreement, unless specifically stated otherwise herein or the context otherwise requires.

1. AMENDMENT AND RESTATEMENT

The parties hereto agree that the Terms and Conditions will, with effect from and including the Effective Date (as defined in Clause 2 (*Conditions Precedent and subsequent*) below), be amended and restated so as to read as set forth in Schedule 1 (*Amended and Restated Terms and Conditions*) (the “**Amended and Restated Terms and Conditions**”). Following such amendment, the rights and obligations of the parties hereto and thereto relating to their performance under the Terms and Conditions shall be governed by, and construed in accordance with, the terms of the Amended and Restated Terms and Conditions.

2. CONDITIONS PRECEDENT AND SUBSEQUENT

- (a) The amendments in Clause 1 (*Amendment and Restatement*) above shall take effect subject to and on and from the date on which the Agent notifies the Issuer that it has received or is satisfied that it will receive all of the documents and evidence listed in Schedule 2 (*Conditions Precedent for the Effective Date*) in form and substance satisfactory to it, or if earlier, from the date the Agent, has waived the receipt of any documents and evidence listed in Schedule 2 (*Conditions Precedent for the Effective Date*) (the "Effective Date").
- (b) Following the occurrence of the Effective Date, the Issuer shall promptly procure that the Amended and Restated Terms and Conditions are duly registered with the CSD.

3. CONFIRMATION

The Issuer confirms that except as expressly amended by this Agreement, the Finance Documents and the Issuer's obligations thereunder shall continue in full force and effect.

4. CONSENT AND EARLY BIRD FEES

- (a) The Issuer shall within fifteen (15) Business Days after the Effective Date, through the CSD's account based system, pay a consent fee amounting to 0.50 per cent. of the Nominal Amount (being SEK 6,250 per Note) to all Noteholders who are registered as a Noteholder on the date falling five (5) Business Days prior to the applicable payment date.
- (b) The Issuer shall within fifteen (15) Business Days after the Effective Date, pay an early bird fee to Noteholders eligible to receive such fee in accordance with the conditions set out in the Notices. The early bird fee will be 0.50 per cent. of the Nominal Amount (being SEK 6,250 per Note) and shall be calculated on the principal amount which the relevant Noteholder has provided a Voting Form and, if applicable, Power of Attorney for (each as defined in the Notices).

5. MISCELLANEOUS

- (a) This Agreement is a Finance Document for the purposes of the Amended and Restated Terms and Conditions and the other Finance Documents.
- (b) This Agreement may be executed in a number of counterparts, and this has the same effect as if the signatures of the counterparts were on a single copy of this Agreement.

6. LAW AND JURISDICTION

Clause 21 (*Governing Law and Jurisdiction*) of the Amended and Restated Terms and Conditions shall apply to this Agreement *mutatis mutandis* as if such provision were fully set out herein.

SCHEDULE 1
AMENDED AND RESTATED TERMS AND CONDITIONS

[Attached as separate documents]



SCHEDULE 2**CONDITIONS PRECEDENT FOR THE EFFECTIVE DATE****1. CORPORATE DOCUMENTS**

- (a) A copy of the constitutional documents of the Issuer.
- (b) A copy of a resolution of the boards of directors of the Issuer:
 - (i) approving the terms of, and the transactions contemplated by this Agreement (including the Amended and Restated Terms and Conditions) and any other documents and resolving that it executes all agreements and any other documents to which it is a party;
 - (ii) authorising a specified person or persons to execute this Agreement and any other documents to which it is a party on its behalf;
 - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with this Agreement and other documents to which it is a party.

2. FINANCE DOCUMENTS

- (a) This Agreement duly executed by the parties hereto.
- (b) The Amended and Restated Terms and Conditions duly executed by the parties thereto.

3. OTHER DOCUMENTS AND EVIDENCE

- (a) Evidence that the written procedure pursuant to each Notice has been successfully concluded and that the Noteholders under each of the Notes have voted in favour of the Requests in accordance with the respective Notice.
- (b) Such other documents and evidence as is agreed between the Agent and the Issuer.

SIGNATURES**K2A KNAUST & ANDERSSON FASTIGHETER AB (PUBL)**

as Issuer



Name: Johan Knaust**NORDIC TRUSTEE & AGENCY AB (PUBL)**

as Agent



Name: Victor Schander