

## Tender Application Form

On 30 January 2024, Arwidsro Fastighets AB (publ), reg. no. 556685-9053 (the “**Issuer**”) made an announcement (see press release dated 30 January 2024 at <https://arwidsro.se/press-arwidsro/>, the “**Press Release**”), inviting the holders (including any beneficial owners who hold their bonds via nominees or custodians) (the “**Bondholders**”) of the Issuer’s outstanding senior unsecured callable floating rate green bonds set out below (the “**Bonds**”) to tender any and all of their Bonds for purchase by the Issuer (however, subject to a new financing condition and certain other terms and conditions as further set out in the Tender Information Document, (as defined below)) (the “**Tender Offer**”). The details and complete terms and conditions for the consummation of the Tender Offer are set out in a tender information document (the “**Tender Information Document**”, a copy of which is enclosed to this tender application form as Appendix I and also published on the Issuer’s website) (*Tender Information Document*).

**All words and expressions defined in the Tender Information Document shall have the same meanings in this Tender Application Form, unless separately defined herein.**

In connection with the Tender Offer, the Issuer intends to issue new senior unsecured callable floating rate green bonds with an expected volume of SEK 400,000,000 under a framework of SEK 600,000,000 with a tenor of 3 years (the “**New Bonds**”), subject to market conditions. The Issuer has mandated Danske Bank A/S, Danmark, Sverige Filial (“**Danske Bank**”) and Swedbank AB (publ) (“**Swedbank**”) as joint bookrunners in respect of the issuance of the New Bonds. The Issuer intends to partly use the proceeds from the New Bonds to finance the Tender Offer.

In connection with the issuance of the New Bonds and the Tender Offer, the Issuer intends to initiate a written procedure in relation to the Bonds for the purpose of, among other things, amend clause 11.3 (*Early voluntary redemption (call option)*) of the terms and conditions of the Bonds (the “**Terms and Conditions**”) to enable the Issuer to redeem Bonds not repurchased in the Tender Offer at the same price as the Tender Offer (the “**Written Procedure**”).

### Description of the Bonds / ISIN / Issued Amount / Outstanding Amount / Minimum Denomination / Purchase Price

Senior Unsecured Callable Floating Rate Green Bonds / SE0017232754 / SEK 300,000,000 / SEK 300,000,000<sup>1</sup> / SEK 1,250,000 / 100.00 %

## Tender Instructions

Danske Bank and Swedbank have been appointed to act as dealer managers for the Tender Offer (hereinafter, jointly the “**Dealer Managers**” and each a “**Dealer Manager**”) which shall for all purposes include their respective functions as joint bookrunners). The Dealer Managers will only accept tenders of Bonds for purchase pursuant to the Tender Offer which are made by way of the submission of valid Tender Instructions (as defined below) in accordance with the procedures set out in this section “*Tender Instructions*”.

To tender Bonds for purchase pursuant to the Tender Offer, a Bondholder should either (i) deliver a valid and duly executed tender application form in the form set out below (the “**Tender Application Form**”), (ii) place an application by e-mail or telephone (recorded by the relevant Dealer Manager) or (iii) place an application by the messenger service of Bloomberg L.P. (or other equivalent messenger services), in each case with such accompanying confirmations as might be requested by the relevant Dealer Manager, to either Danske Bank or Swedbank before the Expiration Date (defined below) (a “**Tender Instruction**”). Tender Instructions must be submitted in a minimum principal amount of Bonds of no less than the minimum denomination of the Bonds (being SEK 1,250,000), and may only be submitted in integral multiples of SEK 1,250,000 thereafter.

The tendering of Bonds in the Tender Offer will be deemed to have occurred upon receipt by either of the Dealer Managers of a valid and duly executed Tender Instruction before the Expiration Date (as defined below).

A valid and duly executed Tender Instruction submitted in accordance with these procedures is irrevocable, except in the situation where the Dealer Managers amend the applicable Purchase Price and such amendment has an adverse effect for the Bondholders.

Only Bondholders who are customers of, and can execute a secondary trade upon settlement with Danske Bank or Swedbank with all required know your customer (KYC) and similar documentation in place to the satisfaction of Danske Bank or Swedbank, as applicable, (“**Eligible Holders**”), may submit Tender Instructions, only to that Dealer Manager.

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<sup>1</sup> The Issuer holds Bonds amounting to SEK 21,250,000.

By submitting a Tender Instruction, each Bondholder agrees to sell its respective Bonds to the relevant Dealer Manager on the Settlement Date at the Purchase Price as outlined in the Tender Information Document provided that the Bonds are accepted for purchase by the relevant Dealer Manager on behalf of the Issuer.

Please note that, in the event of any scaling in the acceptance of Bonds to be purchased and in each case subject to the Transaction Cap, the Issuer will firstly accept tender instructions from investors who votes in favour of the request set out in the Written Procedure and who subscribe to and are allocated New Bonds ("**First Priority Tender Instructions**") and secondly accept tender instructions from investors who does not vote in favour of the request set out in the Written Procedure and who subscribe to and are allocated New Bonds. In respect of tender instructions for Bonds that have not been repurchased in accordance with the aforesaid, the Issuer will thereafter thirdly accept either all or none of the tender instructions of Bonds submitted at the minimum denomination of the Bonds and fourthly, on a *pro-rata* basis, all other tender instructions of Bonds with a total nominal size above the minimum denomination of the Bonds. The acceptance of tender instructions of Bonds will be rounded to a multiple of SEK 1,250,000 and any scaling made by the Issuer is binding on all Bondholders who validly tendered their Bonds. First Priority Tender Instructions are subject to the execution of a voting undertaking substantially in the form set out in Appendix II.

## Offer to holders of debt instruments – Tender Application Form

Acceptance period for the Tender Offer: From 30 January 2024 to 5 February 2024 at 12:00 CET.

To be sent to Dealer Managers:

Danske Bank A/S, Danmark, Sverige Filial  
Email: dcm\_admin@danskebank.se

Swedbank AB (publ)  
E-mail: liabilitymanagement@swedbank.se

Bondholders interested in subscribing for the New Bonds may further contact their regular sales contacts with Danske Bank or Swedbank for further information.

**The Tender Application Form should be sent by e-mail to one of the e-mail addresses provided above or a valid Tender Instruction shall be provided over recorded telephone or through the messenger service of Bloomberg L.P., so it is received by Danske Bank or Swedbank no later than 12:00 CET on 5 February 2024 (the "Expiration Date"). Late Tender Instructions will be deemed invalid and will not be accepted.**

In addition to the applicable Purchase Price for the Tender Offer, set forth in the Tender Information Document, any Eligible Holder whose tender is accepted will also receive accrued and unpaid interest in accordance with the Terms and Conditions until the settlement date of the Tender Offer, which is expected to occur on or about 20 February 2024 and the exact settlement date will be communicated by the Dealer Managers and the Issuer upon confirmation of the result of the Written Procedure (the "**Settlement Date**"). To the extent possible, the Settlement Date will fall on the same day as the settlement of the New Bonds.

I hereby tender (only in multiples of SEK 1,250,000) Bonds as specified below in accordance with the terms and conditions contained in the Tender Information Document.

**By signing this Tender Application Form, or otherwise providing a valid Tender Instruction by recorded telephone or through the messenger service of Bloomberg L.P., agreement is given to the following:**

- I accept the Tender Offer regarding the below-mentioned Bonds;
- I have read and accept the information about the Tender Offer. I have read and approve the terms and conditions of the Tender Offer and I make the following representations and warranties to Danske Bank and Swedbank and the Issuer:
  - I confirm that I am not a person to whom it is unlawful to make an invitation pursuant to the Tender Offer under applicable securities laws and I have (before submitting, or arranging for the submission on my behalf, as the case may be, of this Tender Instruction in respect of the Bonds I am tendering for purchase, as applicable) complied with all laws and regulations applicable to me for the purposes of my participation in the Tender Offer. In particular, I confirm that I am not domiciled, or have a registered address in, the United States or in any other country in which participation in the Tender Offer is in breach of applicable laws, and that the order has not been sent from any of these countries and that I am not acting on behalf of any person in such a country;
  - I confirm that I fully own and am the lawful holder of my Bonds and that I have obtained all necessary consents, authorisations, approvals and/or permissions required (if applicable) under the applicable laws or regulations in any jurisdiction in order to execute and deliver this Tender Instruction, that any Bonds tendered and accepted for purchase by the Issuer are freely transferable with full title free from all pledges, liens, charges and encumbrances, not subject to any adverse claim and together with all rights attached to such Bonds and that there are no other obstacles to the sale of my Bonds on the Settlement Date;
  - I confirm that I am an Eligible Holder (as defined above) to Danske Bank or Swedbank depending on who is the receiver of this Tender and that I will sell the Bonds tendered to Danske Bank or Swedbank, as the case may be, on the Settlement Date at the Purchase Price stated in the Tender Information Document, provided that the Bonds are accepted for purchase by the Issuer;
  - I confirm that this Tender Instruction constitutes clear and distinct instructions to the relevant Dealer Manager upon which it may rely without investigation;
  - I confirm that no information has been provided to me by the Issuer, the Dealer Managers or their respective directors, employees, affiliates or subsidiaries, with regard to the tax consequences arising from the purchase of the Bonds by the Issuer pursuant to the Tender Offer or the receipt by the Bondholder of the applicable Purchase Price, and I acknowledge that I am solely liable for any taxes and similar or related payments imposed on me under the laws of any applicable jurisdiction as a result of its participation in the Tender Offer and I agree that I will not and do not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Issuer, the Dealer Managers or any of their respective directors, employees, affiliates or subsidiaries, or any other person in respect of such taxes and payments;
  - I confirm that I have had access to such financial and other information concerning the Bonds, and have consulted with my own legal, regulatory, tax, business, investment, financial and accounting advisers, as I deem necessary or appropriate, in order for me to make an informed decision with respect to the tendering of Bonds for purchase in the

Tender Offer; I am not relying on any communication (written or oral) made by any party involved in the Tender Offer or any such party's affiliates or subsidiaries as constituting a recommendation to tender Bonds in the Tender Offer; and I am able to bear the economic risks of participating in the Tender Offer.

- I accept that the Issuer is under no obligation to accept Tender Instructions of Bonds for purchase pursuant to the Tender Offer, and accordingly such Tender Instruction may be accepted or rejected by the Issuer in its sole discretion and for any reason;
- I confirm that all authority conferred or agreed to be conferred pursuant to my acknowledgements, agreements, representations, warranties and undertakings, and all of my obligations shall be binding upon my successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives, and shall not be affected by, and shall survive, my death or incapacity; and
- I confirm that I am in compliance with Sanctions and that I am not (i) a Restricted Party or otherwise subject to any Sanctions, (ii) acting on behalf, or for the benefit, of a Restricted Party, (iii) involved in any transaction through which I am likely to become a Restricted Party or (iv) subject to or involved in any inquiry, claim, action, suit, proceeding or investigation against me with respect to Sanctions enacted by any Sanctions Authority.

For the purposes of the above:

**"Restricted Party"** means a person that is (i) the target of any sanctions administered or enforced by a Sanctions Authority, (ii) located, organised or resident in a country or territory that is the target of Sanctions that broadly prohibit dealings with that country or territory (including, Crimea, Cuba, Iran, North Korea, Syria, Russia, Donetsk and Luhansk), or (iii) directly or indirectly owned or controlled by, or acting on behalf of, a person referred to in (i) or (ii).

**"Sanctions"** means the economic or financial sanctions enacted, administered or enforced by any Sanctions Authority.

**"Sanctions Authority"** means the European Union, the member states of the European Economic Area, the United Nations, the United States of America, the United Kingdom, and any authority, official institution or agency acting on behalf of any of them in connection with Sanctions.

- I understand that the Tender Offer will only be accepted if the New Financing Conditions and all other conditions set forth in the Tender Information Document are fulfilled.
- I understand that First Priority Tender Instructions are subject to the execution of a voting undertaking substantially in the form set out in [Appendix II](#).
- I am informed, and give my consent to, the handling of personal data provided in this tender application form by the Dealer Managers as set forth below.
- I understand and accept that the Dealer Managers (including, for the avoidance of doubt, their subsidiaries and branch offices) make no undertaking, representation or warranty, express or implied, regarding the accuracy or completeness of the documentation pertaining to the Tender Offer and any other information (whether written or oral), concerning the Issuer or the Tender Offer received by the undersigned, whether such information was received through the Dealer Managers or otherwise, and I acknowledge that I have not been induced to execute this tender application form by any representation, warranty or undertaking by any of the aforementioned. The Dealer Managers hereby expressly disclaim any liability whatsoever towards the undersigned in connection with the Tender Offer and the undersigned understands and expressly agrees that it is participating in the Tender Offer on this basis.
- I understand that each Dealer Manager is a financial institution, offering a broad range of banking- and investment services and I acknowledge and accept that the Dealer Managers may from time to time provide financing or other banking- and investment products or services to the Issuer and may thereby, as well as a result of other activities (including corporate finance, analysis and stock broking), have interests and act in a manner which is conflicting with the interests of Bondholders.
- I confirm that I am responsible for executing a sell order towards the relevant Dealer Manager to whom I am an Eligible Holder, to the account I have agreed with my sales contact of the tendered Bonds with settlement on the Settlement Date, once the relevant Dealer Manager confirms the acceptance of Bonds tendered and whether Bonds will be accepted in full or down-scaled.

**Bonds:****Tendered amount (SEK):**

SEK 300,000,000 due 28 July 2025 (SE0017232754)	
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**Information regarding the Bondholder (mandatory)**

Bondholder's full name/ Company name	
Name of contact person with Bondholder	
Telephone (day time)	Telefax
E-mail address	
Street address etc. (private purchasers: state home address)	
Postal code and area, country	
Settlement Details (Euroclear or Clearstream Account Number)	
Sales contact	
The bank the sales contact represents	
Date of birth and national ID number (10 digits)/company registration number <b>(MUST BE COMPLETED)</b>	
Legal Entity Identifier ("LEI")/National Client Identifier ("NID") <b>(MUST BE COMPLETED) *</b>	

\* A LEI number is a global identification code for legal entities and a NID number is a global identification code for natural persons. As a result of MiFID II/MIFIR, all legal entities and natural persons need a LEI/NID code in order to participate in financial transactions.

The Dealer Managers have the right to disregard the application, without any liability towards the Bondholder, if a LEI or a NID number or any other compulsory information requested in this tender application form is not filled in. Notwithstanding the aforementioned, in case LEI or NID number or other compulsory information is not filled in by the Bondholder, the Dealer Managers reserve the right to obtain such information through publicly available sources and use such number in the tender application form.

The personal data provided by the Bondholder in connection with this tender application form and the Tender Offer or which is otherwise registered in connection with this tender application form is processed by the Dealer Managers to administer the Tender Offer and to ensure that the Dealer Managers are able to fulfill their obligations thereunder. Any personal data may also be processed by other companies with which Danske Bank or Swedbank co-operate and Clearstream's or Euroclear's Central Securities Depository Registry and may be revealed to the Issuer for the purpose of finalizing the Tender Offer and to decide potential allocation in the New Bonds. A Bondholder can request to receive information about collected personal data, and the processing of such, from the Dealer Managers. A Bondholder may also request a correction of incorrect or misleading information. For information on the Dealer Managers' processing of personal data, please see the website of the respective Dealer Manager or ask the respective Dealer Manager to receive further information.

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**Application date and place**


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**Binding signature**

The Bondholder must be of age. For corporate entities, documentation in form of company certificate of registration and (if utilized) a power of attorney must be enclosed

**Appendix I – Tender Information Document**

## Appendix II – Form of Voting Undertaking

To be sent to Dealer Managers:

Danske Bank A/S, Danmark, Sverige Filial

Email: dcm\_admin@danskebank.se

Swedbank AB (publ)

E-mail: liabilitymanagement@swedbank.se

This undertaking is made on [•] 2024 by [insert full name of bondholder] (the "**Bondholder**") in relation to the bonds with ISIN SE0017232754 (the "**Bonds**") held by the Bondholder and which shall be used in an exchange for issuance of new bonds pursuant to an application form executed by the Bondholder and dated [•] 2024.

Subject to the terms of this undertaking, the Bondholder undertakes to:

- (a) participate in the contemplated written procedure in respect of the Bonds for the purpose of, among other things, amend clause 11.3 (*Early voluntary redemption (call option)*) of the terms and conditions of the Bonds (the "**Terms and Conditions**") (the "**Written Procedure**") (and any subsequent written procedure in accordance with the Terms and Conditions) and to support and vote in favour of the request set out in the Written Procedure with respect to Bonds held by it on the relevant record date (as set out in the relevant notice of written procedure (including any subsequent written procedure in accordance with the Terms and Conditions));
- (b) not sell any Bonds held by it until the Written Procedure has been concluded; and
- (c) procure that its response to the Written Procedure is promptly submitted to the agent following that the record date for voting in the Written Procedure has occurred together with any necessary supporting documentation.

This Undertaking shall be governed by and construed in accordance with Swedish law.

Bondholder

[insert full name of Bondholder]

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Name:

Address:

Date: