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Term Sheet for Written Procedure



YA Holding AB (publ)

Maximum SEK 650,000,000

Senior Secured Callable Sustainability Linked Floating Rate Bonds 2021/2024

ISIN: SE0016831150

The following overview included in this term sheet does not purport to be complete, and is qualified in its entirety by the final notice of Written Procedure for the Bonds and related documents and the completion of the Written Procedure is subject to approval by the board of directors of the Issuer.

The Bonds

Issuer:	YA Holding AB (publ), a public limited liability company incorporated in Sweden with reg. no. 556969-1727.
Currency:	SEK.
Outstanding Nominal Amount:	SEK 480,000,000.
Nominal Amount:	The nominal amount of each Bond is SEK 1,250,000.

Terms of Written Procedure

Effective Date: The amendments shall be effective immediately after (i) the expiry of the voting period and satisfaction of the requisite quorum participation and majority vote, and (ii) the receipt by Agent of evidence that a commitment to make an Equity Contribution to the Issuer in cash in a minimum aggregate amount of SEK 65,000,000 (when aggregated with any Equity Contribution to the Issuer in cash made from (and including) 1 August 2022) has been made and that such Equity Contributions will be made no later than 31 January 2023.

For this purpose, “**Equity Contribution**” shall mean (i) an issue of ordinary shares (Sw. *stamaktier*) and/or preferential shares (Sw. *preferensaktier*) by the Issuer, (ii) an unconditional shareholder contribution (Sw. *ovillkorat aktieägartillskott*) and/or (iii) a loan to the Issuer, which:

- (a) is unsecured and subordinated to the obligations of the Issuer under the Finance Documents in insolvency;

- (b) has a final maturity date or, when applicable, early redemption dates or instalment dates which occur after the Final Redemption Date and only may be prepaid (in part or in full) prior to the Final Redemption Date if such prepayment is refinanced in full with a new Equity Contribution; and
- (c) according to its terms yields only payment-in-kind interest and/or cash interest that is payable after the Final Redemption Date, unless refinanced by a new Equity Contribution.

Quorum requirement: At least twenty (20.00) per cent. of the Adjusted Nominal Amount.

Majority requirement: At least sixty-six and two thirds ($66 \frac{2}{3}$) per cent. of the Adjusted Nominal Amount for which Bondholders reply in the Written Procedure.

Voting Period: 13 Business Days (including a 3 Business Days' notice period) from dispatch of the notice of the Written Procedure (expected dispatch date is on or about 15 September 2022).

Proposed Waivers and Amendments

Redemption Price: To be increased to 113.125 per cent. of the Nominal Amount (or if a Sustainability Trigger Event applies in respect of the Final Redemption Date 113.875 per cent. of the Nominal Amount).

Deferred Interest: The interest payments to be made by the Issuer to the Bondholders on 17 September 2022, 17 December 2022, 17 March 2023, 17 June 2023, 17 September 2023 and 17 December 2023 (or to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention) shall be deferred (the “**Deferred Interest Payments**”) and instead be paid by way of an increase of the redemption price, as set forth above. The Deferred Interest Payments shall not be capitalised.

Maintenance Test Holiday: The Issuer shall not be required to meet the Maintenance Test in respect of any Reference Date up until and including 31 December 2023. In respect of the each subsequent Reference Date up until and including 31 December 2024, the Maintenance Test is met if Net Interest Bearing Debt is less than the ratio set forth opposite such Reference Date in the table below:

Reference Date	Net Interest Bearing Debt to EBITDA
31 March 2024	6.50:1
30 June 2024	6.50:1
30 September 2024	6.00:1

Arcus Earn-Out Payment: The scheduled earn-out payment to be made by the Issuer in relation to the Arcus Acquisition for the financial year 2024 shall be postponed to 31 January 2025 (or such later date as agreed between parties to the share purchase agreement) and the Issuer or any member of the Group shall not be allowed to make such payment prior thereto.

The scheduled earn-out payment to be made by the Issuer in relation to the Arcus Acquisition for the financial year 2023 shall, unless otherwise approved by the Bondholders, be postponed to 31 October 2023 and also after such time the Issuer or any member of the Group shall not be allowed to make such payment unless the Issuer

meets the Monthly Clean Down as set out below during the month on which such payment is to be made.

Monthly Clean Down: The Issuer shall procure that during each calendar month there shall be a period of three (3) consecutive days during which Cash and Cash Equivalents less the aggregate amount outstanding under any Revolving Facilities (as applicable) (excluding any non-cash elements of ancillary facilities) amounts to: (i) minus SEK 10,000,000 or more for the period to (and including) 31 March 2023, and (ii) zero (0) or more for the period from (but excluding) 31 March 2023 to (and including) the Final Redemption Date. Notwithstanding the above, during the month in which the Group makes the scheduled earn-out payment in relation to the Arcus Acquisition for the financial year 2023, the Issuer shall procure that Cash and Cash Equivalents less the aggregate amount outstanding under any Revolving Facilities (as applicable) (excluding any non-cash elements of ancillary facilities) as set out above for that month only, for a period of three (3) consecutive days is SEK 5,000,000 or more.

Call Structure: The Issuer shall not be permitted to redeem the Bonds early (call the Bonds) before 17 December 2023.

On or after 17 December 2023, the Issuer may redeem all, but not only some, of the Bonds early on any Business Day at the price set out below:

- (a) 115.3125 per cent. of the Nominal Amount if the call option is exercised on or after 17 December 2023 up to (but not including) 16 June 2024;
- (b) 114.219 per cent. of the Nominal Amount if the call option is exercised on or after 16 June 2024 up to (but not including) 16 September 2024; and
- (c) 113.125 per cent. of the Nominal Amount if the call option is exercised on or after 16 September 2024 up to (but not including) Final Redemption Date.

Revolving Facilities: The maximum amount that may be outstanding under the Revolving Facilities shall be increased from SEK 40,000,000 to SEK 50,000,000. Any covenants included in the agreement governing the Revolving Facilities (and any amendments thereto) shall be immediately disclosed by the Issuer to the Agent and the Bondholders.

The Issuer and each other Group Company shall be permitted to provide any security or guarantee for any Revolving Facilities (and not only business mortgages and guarantees).

Cost Coverage: The Issuer shall set aside SEK 300,000 for legal fees incurred by the ad hoc committee of Bondholders for external legal review of the documents prepared in connection with the Written Procedure. Any fees incurred by the ad hoc committee of Bondholders for external legal experts in connection with the Written Procedure is only payable by the Issuer and/or the Group up to SEK 300,000.

Restrictions on M&A: No member of the Group shall be permitted to acquire a company or any shares or securities or a business or undertaking (or, in each case, any interest in any of them) or incorporate a company.

Distributions – Equity Contributions: As in the existing Terms and Conditions, no distributions shall be permitted to be made to CapMan.

Any payment, prepayment, repayment, redemption, defeasance or discharge of an Equity Contribution, or any interest accrued or capitalised in respect of any Equity

Contribution, shall constitute a Restricted Payment and may only be made if refinanced in full with a new Equity Contribution.

Miscellaneous

- Sole Bookrunner:** Carnegie Investment Bank (publ).
- Agent:** The bondholders' agent and security agent under the Terms and Conditions from time to time; currently Nordic Trustee & Agency AB (publ) (reg. no. 556882-1879).
- Terms and Conditions:** The Terms and Conditions for the Bonds dated 13 December 2021, which regulate the rights and obligations with respect to the Bonds. Save for the amendments contemplated by this term sheet and any consequential changes required to fully implement such amendments, the Terms and Conditions will remain unchanged following the Effective Date.
- Definitions:** Terms defined in the Terms and Conditions have the same meaning in this term sheet unless expressly defined herein or otherwise required by the context.
- Governing law and disputes:** The Terms and Conditions are governed by and construed in accordance with Swedish law. Any dispute or claim arising in relation to the Terms and Conditions shall be determined by Swedish courts and the District Court of Stockholm shall be the court of first instance.
- Subject to:** The Written Procedure is subject to approval by the board of directors of the Issuer, as well as any other approvals as may be required by applicable company law.

13 September 2022

YA Holding AB (publ)
as Issuer

Carnegie Investment Bank (publ)
as Sole Bookrunner