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## AKTIEBOLAGET FASTATOR (PUBL)

### Mandatory Repurchase Information Document in respect of a mandatory repurchase offer for Aktiebolaget Fastator (publ) outstanding senior unsecured callable bonds 2020/2023 with ISIN SE0014855276 and 2020/2024 with ISIN SE0014855284

Aktiebolaget Fastator (publ), reg. no. 556678-6645 ("**Fastator**" or the "**Issuer**") today announces its invitation to the holders (including any beneficial owners who hold their Bonds via nominees or custodians) (the "**Bondholders**") of certain of its outstanding Bonds (as defined below) to have their Bonds repurchased by the Issuer for cash (the "**Mandatory Repurchase Offer**"). The Issuer has appointed Pareto Securites AB ("**Pareto**") to act as dealer manager (the "**Dealer Manager**") in connection with the Mandatory Repurchase Offer.

Reference is made to the SEK 500,000,000 senior unsecured floating rate bonds 2020/2023 with ISIN SE0014855276 (the "**Bonds 2020/2023**") and the maximum SEK 700,000,000 senior unsecured floating rate bonds 2020/2024 with ISIN SE0014855284 (with an aggregate amount outstanding of SEK 700,000,000) (the "**Bonds 2020/2024**") issued by the Issuer (together the "**Bonds**") and the terms and conditions for the Bonds (together the "**Terms and Conditions**"). Any capitalised term in this document not otherwise defined herein shall have the same meaning ascribed to it in the Terms and Conditions.

As announced by Fastator on 18 December 2020, an agreement was entered into by Fastator, Nordact AB, Offentliga Nordic Property Holding SARL and CLBRM Private S.A., SICAR on behalf of its Compartment Real Assets relating to the sale of 138,917,953 shares in total corresponding to 54.3 per cent. of the total shares and votes in Offentliga Hus i Norden AB (publ) ("**Offentliga Hus**") to Samhällsbyggnadsbolaget i Norden AB (publ) ("**SBB**") (the "**Sale**"). The aggregate consideration payable to the Group was SEK 1,039,806,121, whereof SEK 678,294,823 was paid in cash and SEK 361,511,298 was paid in kind with shares in SBB (the "**Payment in Kind Shares**").

Fastator has now divested the final part of the Payment in Kind Shares for an aggregate amount of SEK 141,534,833 (the "**Offentliga Hus Cash Disposal Proceeds**"), which constitutes an Offentliga Hus Cash Disposal under the Terms and Conditions. Hence, the Issuer shall by notice to the Bondholders offer to repurchase the Bonds 2020/2023 and the Bonds 2020/2024 *pro rata* in an aggregate amount equal to the Offentliga Hus Cash Disposal Proceeds, at a price per Bond equal to 101.0 per cent. of the Nominal Amount plus accrued and unpaid interest in accordance with Clause 12.2 (*Mandatory Repurchase Offer upon Offentliga Hus Cash Disposal*) under the Terms and Conditions (the "**Mandatory Repurchase Offer**"), which means that the Issuer will offer to repurchase Bonds in an aggregate nominal amount of up to SEK 143,750,000 (the "**Repurchase Amount**"), being SEK 60,000,000 under the Bonds 2020/2023 and SEK 83,750,000 under the Bonds 2020/2024, which the Bondholders under the Bond Loans will have the right, but not be obliged, to accept. If the Mandatory Repurchase Offer is over-subscribed, the repurchase shall be allocated between Bonds accepted for repurchase by each Bondholder in the Mandatory Repurchase Offer in proportion to the total number of Bonds accepted to be repurchased in the Mandatory Repurchase Offer.

#### Repurchase price

The Issuer offers to repurchase the Bonds up to the Repurchase Amount at the purchase price set out below (the "**Repurchase Price**");

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

September-2023 senior unsecured callable bonds / SE0014855276 / SEK 500,000,000 / SEK 1,250,000 / 101.00%

September-2024 senior unsecured callable bonds / SE0014855284 / SEK 700,000,000 / SEK 1,250,000 / 101.00%

The Issuer will also pay an amount equal to any accrued and unpaid interest on the repurchased Bonds on the Settlement Date (as defined below) in accordance with the terms and conditions of the Bonds.

#### Transaction Cap and allocation principles

The aggregate nominal amount of the Bonds accepted by the Issuer for repurchase will be capped at an amount reflecting the Repurchase Amount, *i.e.* SEK 143,750,000 in aggregate for the Bonds (the "**Transaction Cap**"). If valid mandatory repurchase instructions made pursuant to the Mandatory Repurchase Offer for Bonds representing an aggregate nominal amount which is greater

than the Transaction Cap, the Issuer is only required to accept Bonds up to the Transaction Cap for purchase on a *pro rata* basis and in accordance with the principles described below.

The Issuer will firstly accept all of the valid mandatory repurchase instruction of Bonds submitted at the minimum denomination of SEK 1,250,000 (the "**Minimum Denomination**") of the Bonds 2020/2023 and the Bonds 2020/2024 respectively. Secondly, the Issuer will accept all other mandatory repurchase instructions of Bonds with a total nominal amount exceeding the Minimum Denomination. Finally, should mandatory repurchase instructions of Bonds representing an aggregate amount exceeding the Transaction Cap be made, Bonds will be accepted for purchase by the Issuer in proportion to the total number of bonds accepted to be repurchased in the Mandatory Repurchase until (i) all valid mandatory repurchase instructions have been accepted or (ii) valid mandatory repurchase instructions of an aggregate amount corresponding to the total Repurchase Amount have been accepted. The accepted mandatory repurchase instructions of Bonds will be rounded to a multiple corresponding the Minimum Denomination and any scaling made by the Issuer is binding on all Bondholders who validly tendered their Bonds.

#### **Deadline**

The Mandatory Repurchase Offer expires at 12:00 CEST on 3 September 2021 (the "**Expiration Date**"). The Issuer will announce the results following the Mandatory Repurchase Offer as soon as reasonably practicable after the Expiration Date. Settlement of the Mandatory Repurchase Offer is expected to occur on or about 8 September 2021 (the "**Settlement Date**"). Settlement of the transactions pursuant to the Mandatory Repurchase Offer will occur as a secondary trade via the Dealer Manager.

Bondholders are advised to carefully read this document for the details of and information on the procedures for participating in the Mandatory Repurchase Offer.

#### **Participation**

Bondholders can only participate in the Mandatory Repurchase Offer by submitting a valid mandatory repurchase instruction. Only Bondholders who are clients of, and can execute a secondary trade upon settlement with, Pareto with all required know your customer (KYC) and similar documentation in place to the satisfaction of Pareto, may participate in this Mandatory Repurchase Offer and Bondholders must contact the Dealer Manager to receive an application form that includes the details of how to participate in the Mandatory Repurchase Offer. The instructions given via the application form are irrevocable by the Bondholders, except for in the limited circumstances described in the application form.

Bondholders should consult their own tax, accounting, financial and legal advisers regarding the suitability to themselves of the tax, accounting, financial and legal consequences of participating in the Mandatory Repurchase Offer.

Bondholders who do not participate in the Mandatory Repurchase Offer will continue to hold their Bonds subject to the Terms and Conditions.

To obtain an application form and participate in the Mandatory Repurchase Offer please contact the Dealer Manager at the details below.

#### **CONTACT INFORMATION**

##### **Dealer Manager**

**Pareto Securities AB**

Email: [PSBondIssue.se@paretosec.com](mailto:PSBondIssue.se@paretosec.com)

##### **The Issuer**

**Aktiebolaget Fastator (publ)**

Christoffer Strömbäck

E-mail: [christoffer.stromback@fastator.se](mailto:christoffer.stromback@fastator.se)

**This document is released, on behalf of the Issuer by the agency of the contact person set out above, at 12:00 CEST on 17 August 2021.**

## **DISCLAIMER**

This document contains important information which should be read carefully before any decision is made with respect to the Mandatory Repurchase Offer. If any holder is in any doubt as to the action it should take or is unsure of the impact of the Mandatory Repurchase Offer, it is recommended to seek its own financial and legal advice, including as to any tax consequences, from its stockbroker, bank manager, solicitor, accountant or other independent financial or legal adviser. Any holder whose Bonds are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee or intermediary must contact such entity if it wishes to accept that such Bonds are repurchased pursuant to the Mandatory Repurchase Offer. Neither the Issuer nor the Dealer Manager nor their respective directors, employees or affiliates makes any recommendation as to whether holders of Bonds should accept that the Bonds will be repurchased pursuant to the Mandatory Repurchase Offer.

## **Offer and Distribution Restrictions**

This document does not constitute an invitation to participate in the Mandatory Repurchase Offer in any jurisdiction in which, or to any person to or from whom, it is unlawful to make such invitation or for there to be such participation under applicable securities laws. The distribution of this document in certain jurisdictions may be restricted by law. Persons into whose possession this document comes are required by each of the Issuer and the Dealer Manager to inform themselves about and to observe any such restrictions.

### ***United States***

The Mandatory Repurchase Offer is not being made and will not be made, directly or indirectly, in or into, or by use of the mails of, or by any means or instrumentality of interstate or foreign commerce of, or of any facilities of a national securities exchange of, the United States or to any U.S. Person (as defined in Regulation S of the Securities Act (each a "**U.S. Person**")). This includes, but is not limited to, facsimile transmission, electronic mail, telex, telephone, the internet and other forms of electronic communication. Accordingly, copies of this document and any other documents or materials relating to the Mandatory Repurchase Offer are not being, and must not be, directly or indirectly, mailed or otherwise transmitted, distributed or forwarded (including, without limitation, by custodians, nominees or trustees) in or into the United States or to a U.S. Person and the Bonds cannot be repurchased in the Mandatory Repurchase Offer by any such use, means, instrumentality or facility or from or within or by persons located or resident in the United States or by any U.S. Person. Any purported repurchase of Bonds in the Mandatory Repurchase Offer resulting directly or indirectly from a violation of these restrictions will be invalid and any purported repurchase of Bonds made by a person located in the United States, a U.S. Person, by any person acting for the account or benefit of a U.S. Person, or by any agent, fiduciary or other intermediary acting on a non-discretionary basis for a principal giving instructions from within the United States will be invalid and will not be accepted.

Each holder of Bonds participating in the Mandatory Repurchase Offer will represent that it is not a U.S. Person, it is not located in the United States and is not participating in the Mandatory Repurchase Offer from the United States, or it is acting on a nondiscretionary basis for a principal located outside the United States that is not giving an order to participate in the Mandatory Repurchase Offer from the United States and who is not a U.S. Person. For the purposes of this and the above paragraph, "**United States**" means the United States of America, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands), any state of the United States of America and the District of Columbia.

### ***United Kingdom***

This document and any other documents or materials relating to the Mandatory Repurchase Offer is not being made, and such documents and/or materials have not been approved, by an authorised person for the purposes of section 21 of the Financial Services and Markets Act 2000, as amended. Accordingly, such documents and/or materials are not being distributed to, and must not be passed on to, the general public in the United Kingdom. The communication of such documents and/or materials as a financial promotion is only being made to those persons in the United Kingdom falling within the definition of investment professionals (as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "**Financial Promotion Order**")) or any other persons to whom it may otherwise lawfully be made under the Financial Promotion Order.

### ***General***

Neither this document nor the electronic transmission thereof constitutes an offer to buy or the solicitation of an offer to sell Bonds (and Bonds for repurchase pursuant to the Mandatory Repurchase Offer will not be accepted from holders) in any circumstances in which such offer or solicitation is unlawful. In those jurisdictions where the securities, blue sky or other laws require the Mandatory Repurchase Offer to be made by a licensed broker or dealer and the Dealer Manager or any of their affiliates are such a licensed broker or dealer in any such jurisdiction, the Mandatory Repurchase Offer shall be deemed to be made by such affiliate, as the case may be, in such jurisdiction.

Further, the Mandatory Repurchase Offer does not constitute or form part of (i) a prospectus within the meaning of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public and admitted to trading on a regulated market, and repealing Directive 2003/71/EC, nor (ii) an offer document as referred to in Chapter 2 a of the Swedish Financial Instruments Trading Act (Sw. *lag om handel med finansiella instrument 1991:980*) (as amended). Each holder participating in the Mandatory Repurchase Offer will be deemed to give certain other representations in respect of the other jurisdictions referred to above and generally as set out in the application form for participating in the Mandatory Repurchase Offer available from the Dealer Manager. Any Bonds for repurchase pursuant to the Mandatory Repurchase Offer from a holder that is unable to make these representations will not be accepted.

The Issuer reserves the right, in its sole and absolute discretion, to investigate, in relation to any Bonds for repurchase pursuant to the Mandatory Repurchase Offer, whether any such representation given by a holder is correct and, if such investigation is undertaken and as a result the Issuer determines (for any reason) that such representation is not correct, such acceptance of repurchase or submission may be rejected.