

*Denna kallelse till obligationsinnehavarna är endast utformad på engelska.*

Stockholm, 24 October 2025

**To the bondholders in:**

**ISIN: SE0014855276 – Aktiebolaget Fastator (publ) SEK 500,000,000 Senior Secured Callable Fixed Cash and Compound Interest Rate Bonds 2020/2025**

## **NOTICE OF WRITTEN PROCEDURE – REQUEST TO IMPLEMENT THE INTERIM BONDS**

This voting request for procedure in writing has been sent on 24 October 2025 to bondholders directly registered as of 23 October 2025 in the debt register (Sw. *skuldbok*) kept by the CSD. If you are an authorised nominee under the Swedish Central Securities Depositories and Financial Instruments Accounts Act (Sw. *lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*) or if you otherwise are holding Existing Bonds on behalf of someone else on a Securities Account, please forward this notice to the bondholder you represent as soon as possible. For further information, please see below under Section 8.3 (*Voting rights and authorisation*).

### **Key information**

Record Date for being eligible to vote:	30 October 2025
Deadline for voting:	15:00 CET on 12 November 2025
Quorum requirement:	At least twenty (20.00) per cent. of the Adjusted Nominal Amount
Majority requirement:	At least two thirds (2/3) of the Adjusted Nominal Amount for which Bondholders reply in this Written Procedure

Nordic Trustee & Agency AB (publ) acts as agent (the “**Agent**”) for the bondholders of the bonds (the “**Bondholders**”) in the above mentioned bond issue with ISIN SE0014855276 with an aggregated amount outstanding of SEK 500,000,000 (the “**Existing Bonds**”) issued by Aktiebolaget Fastator (publ) (the “**Issuer**”). In its capacity as Agent, and as requested by the Issuer, the Agent hereby initiates a procedure in writing (the “**Written Procedure**”) as required by the Terms and Conditions (as defined below), whereby Bondholders can vote for or against the Issuer’s proposals.

All capitalised terms used herein and not otherwise defined in this notice (the “**Notice**”) shall have the meanings assigned to them in the terms and conditions of the Existing Bonds originally dated 14 September 2020 and as amended and restated on 8 September 2023 and on 10 November 2023 (the “**Terms and Conditions**”).

The Request (as defined below) is presented to the Bondholders, without any evaluation, advice or recommendations from the Agent whatsoever. The Agent has not reviewed or assessed this Notice or the Request (and their effects, should they be adopted) from a legal or commercial perspective of the Bondholders and the Agent expressly disclaims any liability whatsoever related to the content of this Notice and the Request (and their effects, should they be adopted). The Bondholders are recommended to seek legal advice in order to independently evaluate whether the Request (and its effects) is acceptable or not.

Bondholders participate by completing and sending to the Agent the voting form, attached hereto as Schedule 1 (the “**Voting Form**”), and, if applicable, the power of attorney/authorisation, attached hereto as Schedule 2 (the “**Power of Attorney**”) or to the Agent other sufficient evidence, if the Existing Bonds are held in custody other than by the CSD. Please contact the securities firm you hold your Existing Bonds through if you do not know how your Existing Bonds are registered or if you need authorisation or other assistance to participate in the Written Procedure. The Issuer kindly asks the Bondholders to send their Voting Forms and, if applicable, any Power of Attorney by email to the Agent as soon as possible upon receipt of this Notice after the occurrence of the Record Date (as defined below).

The Agent must receive the Voting Form and, if applicable, any Power of Attorney no later than 15:00 CET on 12 November 2025 either by mail, courier or email to the Agent using the contact details set out in Section 8.7 (*Address for sending replies*) below. Votes received thereafter may be disregarded.

To be eligible to participate in the Written Procedure, a person must meet the criteria for being a Bondholder on 30 October 2025 (the “**Record Date**”) as further set out in Section 8.3 (*Voting rights and authorisation*). This means that the person must be registered on a Securities Account with the CSD, as a direct registered owner (Sw. *direktregistrerad ägare*) or authorised nominee (Sw. *förvaltare*) with respect to one or several Existing Bonds.

## 1 Background

Reference is made to the Issuer's three outstanding bond loans, being the Existing Bonds, the senior secured callable fixed cash and compound interest rate bonds 2020/2026 with ISIN SE0014855284 (the "**Bonds 2026**") and the senior secured callable fixed cash and compound interest rate bonds 2021/2027 with ISIN SE0017159916 (the "**Bonds 2027**", together with the Existing Bonds and the Bonds 2026, the "**Bond Loans**").

As announced by the Issuer in a press release on 24 October 2025, the Issuer reached an agreement in principle for a restructuring of its capital and debt structure (as further described below) (the "**Restructuring**") with a committee of certain larger Bondholders under the Bond Loans which at the time represented approximately 65.50 per cent. of the Adjusted Nominal Amount of the Existing Bonds, 48.04 per cent. of the Adjusted Nominal Amount of the Bonds 2026 and 72.08 per cent. of the Adjusted Nominal Amount of the Bonds 2027 (the "**Ad Hoc Committee**").

The Restructuring includes a pre-funding by way of an issue of interim super senior bonds in a total nominal amount of up to SEK 62,500,000 (the "**Interim Bonds**") (the "**Pre-funding**") to be subscribed for certain members of the Ad Hoc Committee and any other Bondholders who wish to participate in the Pre-funding and subscribe for Interim Bonds. The Pre-funding is made in order to raise capital necessary to obtain necessary liquidity in order to complete the negotiations with the Ad Hoc Committee for the Restructuring.

Against this background, the Issuer requests that the Bondholders approve the Pre-funding on the principle terms as further set out under Section 2 (*The Interim Bonds*) below.

The Issuer has, at the same time as this Notice, also sent notices of written procedure under the Bonds 2026 and the Bonds 2027 in order to obtain consent to issue the Interim Bonds (the "**Parallel Procedures**"). This Notice and the notices of the Parallel Procedures are available on the Issuer's website.

## 2 The Interim Bonds

The Issuer shall raise up to SEK 50,000,000 in new money by way of issuing the Interim Bonds. The proposed terms and conditions for the Interim Bonds will substantially be in the same form as the existing terms and conditions for the Bonds 2027 to the extent relevant and otherwise as set out in the key terms of the Interim Bonds below or as otherwise necessary to achieve the purpose of the Request (the "**Interim Bonds Terms and Conditions**").

- (a) The aggregate nominal amount of the Interim Bonds will be up to SEK 62,500,000.
- (b) All Interim Bonds are issued with an original issue discount (OID) at an issue price of not less than 80.00 per cent.
- (c) The nominal amount of each Interim Bond is SEK 1,250,000.
- (d) The Interim Bonds will mature on 24 September 2027.
- (e) The Interim Bonds will carry interest at a fixed PIK interest rate of 7.5 per cent. *per annum*. The interest shall start to accrue from (but excluding) the date falling three months after issue date (i.e. no interest shall accrue during the first three months).
- (f) SEK 6,400,000 of the proceeds of the Interim Bonds shall on the issue date be transferred to a client funds account held with Gernandt & Danielsson (an a conto

basis) to be used to cover legal fees for the Restructuring and the remaining part of the proceeds of the Interim Bonds shall on the issue date be transferred to an escrow account pending application in accordance with paragraph (g) below. The escrow account will be pledged in favour of the agent and the bondholders under the Interim Bonds.

- (g) The funds standing to the credit of the Escrow Account shall be applied towards the working capital purposes of the Group. No amount may be released from the Escrow Account without the prior written consent of the Agent, such consent not to be given unless the Issuer has delivered to the Agent a release request in writing setting out in reasonable detail the fees, costs and/or expenses to be covered by the amount requested to be released (without any requirement for the Agent to verify such fees, costs and/or expenses).
- (h) The Issuer may redeem all, but not some only, of the Interim Bonds in full on any Business Day falling after the issue date at the applicable call option amount together with accrued but unpaid interest (if any). The call option amount means an amount equal to:
  - (i) 100.00 per cent. of the nominal amount if the call option is exercised prior to the date falling three months after issue date; and
  - (ii) 115.00 per cent. of the nominal amount (including any capitalised interest) if the call option is exercised on or after the date falling three months after issue date up to but excluding the maturity date.
- (i) Euroclear Sweden AB will be the CSD for the Interim Bonds.
- (j) The Interim Bonds shall not be admitted to trading on any Regulated Market or MTF.
- (k) The Interim Bonds will share security with the Bond Loans and will rank super senior to the Bond Loans pursuant to the Amended and Restated Intercreditor Agreement (as defined below).

### **3 Amendments to the Intercreditor Agreement**

In order to reflect the issuance of the Interim Bonds and regulate the priority among the creditors under the Bond Loans and the Interim Bonds, the Issuer proposes to amend and restate the Intercreditor Agreement as described below (the “**Proposed Amendments**”). The Intercreditor Agreement as amended and restated by the Proposed Amendments is hereafter referred to as the “**Amended and Restated Intercreditor Agreement**”, and together with the Interim Bonds Terms and Conditions and all other documents, agreements, confirmations, certificates, powers of attorney, requests, transfers, notices and acknowledgements that may be necessary or desirable to enter into, execute, deliver and/or perform thereunder or otherwise in connection with the issuance of the Interim Bonds are referred to as the “**New Finance Documents**”.

The Amended and Restated Intercreditor Agreement shall include amendments which reflect the issuance of the Interim Bonds, including, without limitation, any corresponding changes to creditor ranking, enforcement provisions, and the distribution waterfall, whereby the secured obligations owed by the Issuer to the Secured Parties (as defined in the Intercreditor Agreement) shall rank as follows:

- (a) *Firstly*, all debt and other obligations in connection with the Interim Bonds (*pro rata* between all indebtedness under the Interim Bonds);
- (b) *Secondly*, all debt and other obligations in connection with the Bond Loans (*pari passu* and *pro rata* between all indebtedness under the Bond Loans); and
- (c) *Thirdly*, all debt and other obligations raised in the form of Subordinated Debt (as defined in the Intercreditor Agreement).

As a consequence of the issuance of the Interim Bonds and the Proposed Amendments, certain additional consequential editorial amendments and updates to the Intercreditor Agreement may be required.

#### **4 Offer to participate in the Pre-funding**

Certain members of the Ad Hoc Committee have agreed in principles to subscribe for part of the maximum Pre-funding. However, all Bondholders are hereby invited to subscribe for participation in the issuance of Interim Bonds. To be eligible to subscribe for participation in the issuance of Interim Bonds, a person must meet the criteria for being a Bondholder. This means that the person must be registered on a Securities Account with the CSD, as a direct registered owner (Sw. *direktregistrerad ägare*) or authorised nominee (Sw. *förvaltare*) with respect to one or several Bondholders.

Any Bondholder who wished to subscribe for participation in the issuance of Interim Bonds must contact the Issuer directly (at Jonas Sundin, CEO, jonas.sundin@fastator.se) prior to 10 November 2025 (15.00 CET).

#### **5 Authorisation of the Agent**

The Bondholders are hereby requested to approve that:

- (a) the Agent shall enter into the New Finance Documents and all agreements and take all actions that the Agent deems necessary in relation thereto and in order to issue the Interim Bonds; and
- (b) the Agent is irrevocably and unconditionally authorised on behalf of the Bondholders:
  - (i) to take any actions and/or decisions that are deemed necessary and relevant to complete the issuance of the Interim Bonds or any Altered Structure (as defined below), as the case may be (in the sole discretion of the Agent) including but not limited to entering into all agreements and/or documents related to the Interim Bonds including the New Finance Documents on behalf of the Bondholders; and
  - (ii) upon instruction by the Ad Hoc Committee, to alter the terms and structure of the Interim Bonds and the contemplated implementation measures and make any other amendment to, or enter into, any New Finance Documents as long as the result of such altered terms, structure or amendment, in the opinion of the Ad Hoc Committee (without assuming any liability), is consistent with the principles as described in this Notice (the “**Altered Structure**”).

## **6 The Request**

The Bondholders are hereby requested to approve the measures, actions and instruments for implementation by way of consenting to the proposals set out in Section 2 (*The Interim Bonds*) and Section 3 (*Amendments to the Intercreditor Agreement*) as well as to approve the measures and actions set out in Section 4 (*Authorisation of the Agent*) (together referred to as the “**Request**”).

The Agent is informed that Bondholders representing an aggregate Adjusted Nominal Amount of approximately 64.25 per cent. of the Adjusted Nominal Amount of the Bonds 2025, 48.20 per cent. of the Adjusted Nominal Amount of the Bonds 2026 and 72.08 per cent. of the Adjusted Nominal Amount of the Existing Bonds have indicated support to vote in favour of the Request.

The Issuer, by issuing this Notice, and the Bondholders, by voting for the Request, acknowledge and agree that (i) the Agent and the Ad Hoc Committee, when acting in accordance with the authorisation instructions set out in Section 4 or otherwise set out in this Notice, and the Ad Hoc Committee, when giving such instructions, are fully discharged from any liability whatsoever, (ii) the Ad Hoc Committee does not “act for” the Bondholders in any representative capacity and has no duty of care to the Issuer, the Group or any Bondholder and (iii) the Agent and the Ad Hoc Committee shall never be responsible for any loss (whether direct or indirect) of any member of the Group or any Bondholder. For the purpose of carrying out the actions described in Section 4 the Agent shall be entitled to require that the Ad Hoc Committee confirms that any implementation steps are approved and in line with the New Structure or any Altered Structure.

## **7 Effective date**

The Request shall be deemed approved immediately upon expiry of the voting period and satisfaction of the requisite quorum participation as set forth in Section 8.5 (*Quorum*) and receipt of the required majority as set forth in Section 8.6 (*Majority*) or if earlier, when a requisite majority of consents of the Adjusted Nominal Amount has been received by the Agent. The Request will come into effect upon the Agent being satisfied (acting reasonably) that it has received evidence that the Parallel Procedures have been successfully concluded and that the bondholders in the Parallel Procedures have voted in favour of the Issuer’s request in accordance with the notices of the Parallel Procedures.

In addition, the Issuer and the Agent may agree to take any other action deemed required and as instructed by the Ad Hoc Committee in order to implement the Request. Such instructions by the Ad Hoc Committee shall be limited to the Request and not be detrimental to the interest of the Bondholders.

## **8 Written Procedure**

The following instructions need to be adhered to in the Written Procedure.

### **8.1 Final date to participate in the Written Procedure**

The Agent must have received the votes by mail, courier or email to the address indicated below no later than 15:00 CET, on 12 November 2025. Votes received thereafter may be disregarded.

## **8.2 Decision procedure**

The Agent will determine if received replies are eligible to participate in the Written Procedure as valid votes.

When a requisite majority of consents of the total Adjusted Nominal Amount have been received by the Agent, the Request shall be deemed to be adopted, even if the time period for replies in the Written Procedure has not yet expired.

Information about the decision taken in the Written Procedure will:

- (a) be sent by notice to the Bondholders; and
- (b) be published on the websites of the Issuer and the Agent.

A matter decided in the Written Procedure will be binding for all Bondholders, irrespective of them responding in the Written Procedure.

## **8.3 Voting rights and authorisation**

Anyone who wishes to participate in the Written Procedure must on the Record Date (30 October 2025) in the debt register:

- (a) be registered as a direct registered owner of a Securities Account;
- (b) be registered as authorised nominee in a Securities Account, with respect to one or several Existing Bonds; or
- (c) be a beneficial owner of an Existing Bond with proof of ownership of the Existing Bonds acceptable to the Agent.

## **8.4 Existing Bonds registered with a nominee**

If you are not registered as a direct registered owner as set forth in Section 8.3(a), but your Existing Bonds are held through a registered authorised nominee or another intermediary as set forth in Section 8.3(b), you may have two different options to influence the voting for the Existing Bonds:

- (a) you can ask the authorised nominee or other intermediary that holds the Existing Bonds on your behalf to vote in its own name as instructed by you; or
- (b) you can obtain a Power of Attorney (Schedule 2) from the authorised nominee or other intermediary and send in your own Voting Form based on the authorisation. If you hold your Existing Bonds through several intermediaries, you need to obtain authorisation directly from the intermediary that is registered in the debt register as Bondholder of the Securities Account, or from each intermediary in the chain of Bondholders, starting with the intermediary that is registered in the debt register as a Bondholder of the Securities Account as authorised nominee or direct registered owner.

Whether one or both of these options are available to you depends on the agreement between you and the authorised nominee or other intermediary that holds the Existing Bonds on your behalf (and the agreement between the intermediaries, if there are more than one).

The Agent recommends that you contact the securities firm that holds the Existing Bonds on your behalf for assistance, if you wish to participate in the Written Procedure and do not know how your Existing Bonds are registered or need authorisation or other assistance to participate.

Existing Bonds owned by the Issuer, another Group Company or an Affiliate do not entitle to any voting rights.

#### **8.5 Quorum**

To approve the Request, Bondholders representing at least twenty (20) per cent. of the Adjusted Nominal Amount must reply to the Request in the Written Procedure in order to form a quorum.

If a quorum does not exist, the Agent shall initiate a second Written Procedure, provided that the Request has not been withdrawn by the Issuer. No quorum requirement will apply to such second Written Procedure. A vote cast in the Written Procedure shall, unless amended or withdrawn, constitute a vote also in a second Written Procedure (if any) pursuant to the Terms and Conditions with respect to the Request.

#### **8.6 Majority**

At least two thirds (2/3) of the Adjusted Nominal Amount for which Bondholders reply in the Written Procedure must consent to the Request in order for it to pass.

#### **8.7 Address for sending replies**

Return the Voting Form, Schedule 1, and, if applicable, the Power of Attorney/Authorisation in Schedule 2 or other sufficient evidence, if the Existing Bonds are held in custody other than Euroclear Sweden, by regular mail, scanned copy by e-mail, or by courier to:

By regular mail:

Nordic Trustee & Agency AB (publ)  
Attn: Written Procedure Aktiebolaget Fastator (publ)  
P.O. Box 7329  
SE-103 90 Stockholm

By courier:

Nordic Trustee & Agency AB (publ)  
Attn: Written Procedure Aktiebolaget Fastator (publ)  
Norrländsgatan 16  
SE-111 43 Stockholm

By e-mail:

[voting.sweden@nordictrustee.com](mailto:voting.sweden@nordictrustee.com)

### **9 FURTHER INFORMATION**

For further questions to the Issuer, regarding the request, please contact the Issuer at Jonas Sundin, CEO, [jonas.sundin@fastator.se](mailto:jonas.sundin@fastator.se).

For further questions to the Agent regarding the administration of the Written Procedure, please contact the Agent at [voting.sweden@nordictrustee.com](mailto:voting.sweden@nordictrustee.com) or +46 8 783 79 00.

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Stockholm, 24 October 2025

NORDIC TRUSTEE & AGENCY AB (PUBL)  
As Agent

**Enclosed:**

<b>Schedule 1</b>	Voting Form
<b>Schedule 2</b>	Power of Attorney/Authorisation

# VOTING FORM

## Schedule 1

For the Written Procedure in Aktiebolaget Fastator (publ)'s SEK 500,000,000 Senior Secured Callable Fixed Cash and Compound Interest Rate Bonds 2020/2025 with ISIN SE0014855276.

The undersigned Bondholder or authorised person/entity (the “**Voting Person**”), votes either For or Against the Request by marking the applicable box below. If a quorum does not exist in the Written Procedure, the Agent shall initiate a second Written Procedure provided that the Request has not been withdrawn by the Issuer. No quorum requirement will apply to such second Written Procedure. The undersigned Bondholder hereby confirms that this voting form shall, unless amended or withdrawn, constitute a vote also in a second Written Procedure (if any) pursuant to the Terms and Conditions with respect to the Request.

***NOTE:** If the Voting Person is not registered as Bondholder (as defined in the Terms and Conditions), the Voting Person must enclose a Power of Attorney/Authorisation, see Schedule 2.*

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Written Procedure dated 24 October 2025.

**For** the Request

**Against** the Request

Name of the Voting Person: \_\_\_\_\_

Capacity of the Voting Person:

Bondholder:  <sup>1</sup> authorised person:  <sup>2</sup>

Voting Person's reg.no/id.no  
and country of incorporation/domicile: \_\_\_\_\_

Securities Account number at Euroclear Sweden:  
(if applicable) \_\_\_\_\_

Name and Securities Account number of custodian(s):  
(if applicable) \_\_\_\_\_

Nominal Amount voted for (in SEK): \_\_\_\_\_

Contact person, daytime telephone number and e-mail address: \_\_\_\_\_

\_\_\_\_\_  
Authorised signature and Name <sup>3</sup>

\_\_\_\_\_  
Place, date:

<sup>1</sup> When voting in this capacity, no further evidence is required.

<sup>2</sup> When voting in this capacity, the person/entity voting must also enclose a Power of Attorney/Authorisation (Schedule 2) from the Bondholder or other proof of authorisation showing the number of votes held on the Record Date (as defined in the Notice of Written Procedure from Aktiebolaget Fastator (publ)).

<sup>3</sup> If the undersigned is not a Bondholder as defined in the Terms and Condition and has marked the box “authorised person”, the undersigned – by signing this document – confirms that the Bondholder has been instructed to refrain from voting for the number of votes cast with this Voting Form.

# POWER OF ATTORNEY/AUTHORISATION

## Schedule 2

For the Written Procedure in Aktiebolaget Fastator (publ)'s SEK 500,000,000 Senior Secured Callable Fixed Cash and Compound Interest Rate Bonds 2020/2025 with ISIN SE0014855276.

**NOTE:** This Power of Attorney/Authorisation document shall be filled out if the Voting Person is not registered as Bondholder on the Securities Account, held with Euroclear Sweden. It must always be established a coherent chain of power of attorneys derived from the Bondholder, i.e. if the person/entity filling out this Power of Attorney/Authorisation in its capacity as "other intermediary", the person/entity must enclose its Power of Attorney/Authorisation from the Bondholder.

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Written Procedure dated 24 October 2025.

Name of person/entity that is given authorisation (Sw. *befullmäktigad*) to vote as per the Record Date:

\_\_\_\_\_

Nominal Amount (in SEK) the person/entity is authorised to vote for as per the Record Date:

\_\_\_\_\_

Name of Bondholder or other intermediary giving the authorisation (Sw. *fullmaktsgivaren*):

\_\_\_\_\_

We hereby confirm that the person/entity specified above (Sw. *befullmäktigad*) has the right to vote in the Written Procedure (and any second Written Procedure) for the Nominal Amount set out above.

We represent an aggregate Nominal Amount of: SEK \_\_\_\_\_

We are:

Registered as Bondholder on the Securities Account

Other intermediary and holds the Existing Bonds through (specify below):

\_\_\_\_\_

Place, date: \_\_\_\_\_

\_\_\_\_\_

Name:

Authorised signature of Bondholder/other intermediary (Sw. *fullmaktsgivaren*)