

Terms and Conditions

Forchem Oy

EUR 100,000,000

Senior Secured Callable Bonds 2015/2020

ISIN: FI4000161906

1 July 2015

Other than the registration of the Bonds under Finnish law, no action is being taken in any jurisdiction that would or is intended to permit a public offering of the Bonds or the possession, circulation or distribution of this document or any other material relating to the Issuer or the Bonds in any jurisdiction where action for that purpose is required. Persons into whose possession this document comes are required by the Issuer to inform themselves about, and to observe, any applicable restrictions.

Table of Contents

1.	Definitions and Construction	1
2.	Status of the Bonds	12
3.	Use of Proceeds	13
4.	Escrow Account.....	13
5.	Conditions Precedent	13
6.	Conditions Subsequent.....	14
7.	Transfer restrictions	14
8.	Bonds in Book-Entry Form	15
9.	Right to Act on Behalf of a Bondholder	15
10.	Payments in Respect of the Bonds	16
11.	Interest.....	16
12.	Redemption and Repurchase of the Bonds.....	17
13.	Transaction Security	19
14.	Information to Bondholders	20
15.	General Undertakings	22
16.	Financial Covenants	24
17.	Events of Default and Acceleration of the Bonds.....	26
18.	Distribution of Proceeds	28
19.	Decisions by Bondholders.....	29
20.	Bondholders' Meeting.....	31
21.	Written Procedure	32
22.	Amendments and Waivers	33
23.	Appointment and Replacement of the Trustee.....	33
24.	Appointment and Replacement of the Issuing Agent and the Paying Agent.....	37
25.	No Direct Actions by Bondholders	37
26.	Prescription	38
27.	Notices	38
28.	Taxation	39
29.	Governing Law and Jurisdiction	39

1. Definitions and Construction

1.1 Definitions

In these terms and conditions (the "**Terms and Conditions**"):

"**Accounting Principles**" means generally accepted accounting principles in Finland, including International Financial Reporting Standards (IFRS).

"**Adjusted Nominal Amount**" means the aggregate Outstanding Nominal Amount of all Bonds, less the Nominal Amount of all Bonds owned by a Group Company or an Affiliate of the Issuer, irrespective of whether such person is directly registered as owner of such Bonds.

"**Advance Purchase Agreements**" means (a) an advance or deferred purchase agreement if the agreement is in respect of the supply of assets or services and payment in the normal course of business with credit periods which are normal for the relevant type of project contracts, or (b) any other trade credit incurred in the ordinary course of business.

"**Affiliate**" means any Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purpose of this definition, "**control**" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "**controlling**" and "**controlled**" have meanings correlative to the foregoing.

"**Agency Agreement**" means the fee agreement entered into between the Trustee and the Issuer on or about the First Issue Date regarding, *inter alia*, the remuneration payable to the Trustee.

"**Bondholder**" means the person who is registered in the register maintained by the CSD pursuant to Clause 2 of Section 3 of Chapter 6 of the Book-Entry System Act as direct registered owner (Fi. *omistaja*) or nominee (Fi. *hallintarekisteröinnin hoitaja*) with respect to a Bond.

"**Bondholders' Meeting**" means a meeting among the Bondholders held in accordance with Clause 20 (*Bondholders' Meeting*).

"**Bonds**" means debt instruments of the type referred to in Clause 1 of Section 34 of the Act on Promissory Notes (Fi. *Velkakirjalaki 622/1947*, as amended) (Fi. *joukkovelkakirja*) and which are governed by and issued under these Terms and Conditions, including the Initial Bonds and any Subsequent Bonds.

"**Book-Entry Securities System**" means the OM system being part of the book-entry register maintained by the CSD or any other replacing book-entry securities system.

"**Book-Entry System Act**" means the Finnish Act on Book-Entry System and Clearing Operations (Fi. *Laki arvo-osuusjärjestelmästä ja selvitystoiminnasta 749/2012*, as amended).

"Business Day" means a day on which the deposit banks are generally open for business in Helsinki.

"Business Day Convention" means the first following day that is a CSD Business Day.

"Cash Equivalent Investments" means, in respect of the Group, and at any time, (i) immediately available funds at bank accounts and (ii) marketable debt securities held for cash management purposes that can be realised promptly and which has a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, or, if no rating is available in respect of the commercial paper or debt securities, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating.

"Change of Control" means the occurrence of an event or series of events whereby one or more persons, not being Grupo Respol (or an Affiliate of Grupo Respol), acting together, acquire control over the Issuer and where **"control"** means (a) acquiring or controlling, directly or indirectly, more than 50 per cent. of the voting shares of the Issuer, or (b) the right to, directly or indirectly, appoint or remove the whole or a majority of the directors of the board of directors of the Issuer.

"Compliance Certificate" means a certificate, in form and substance satisfactory to the Trustee, signed by the Issuer certifying that so far as it is aware no Event of Default is continuing or, if it is aware that such event is continuing, specifying the event and steps, if any, being taken to remedy it. If the Compliance Certificate is provided in connection with an Incurrence Test, the certificate shall include calculations and figures in respect of the ratio of Net Interest Bearing Debt to EBITDA and the Interest Cover Ratio. If the Compliance Certificate is provided in connection with that a Financial Report is made available, the certificate shall include calculations and figures in respect of the ratio of Net Interest Bearing Debt to EBITDA.

"CSD" means the Issuer's central securities depository and registrar in respect of the Bonds, from time to time, initially Euroclear Finland Oy, business identity code 1061446-0, Urho Kekkosen katu 5 C, P.O. Box 1110, 00101 Helsinki.

"CSD Business Day" means a day on which the Book-Entry Securities System is open in accordance with the regulations of the CSD.

"EBITDA" means, in respect of any Reference Period, the consolidated profit of the Group from ordinary activities according to the latest Financial Report(s):

- (a) before deducting any amount of tax on profits, gains or income paid or payable by any member of the Group;
- (b) before deducting any Net Finance Charges;
- (c) before taking into account any extraordinary items which are not in line with the ordinary course of business;
- (d) before taking into account any Transaction Costs and any transaction costs relating to any acquisition of any additional target company;

- (e) not including any accrued interest owing to any member of the Group;
- (f) before taking into account any unrealised gains or losses on any derivative instrument (other than any derivative instruments which is accounted for on a hedge account basis);
- (g) after adding back or deducting, as the case may be, the amount of any loss or gain against book value arising on a disposal of any asset (other than in the ordinary course of trading) and any loss or gain arising from an upward or downward revaluation of any asset;
- (h) after deducting the amount of any profit (or adding back the amount of any loss) of any member of the Group which is attributable to minority interests;
- (i) plus or minus the Group's share of the profits or losses of entities which are not part of the Group; and
- (j) after adding back any amount attributable to the amortisation, depreciation or depletion of assets of members of the Group.

"Escrow Account" means a bank account of the Issuer, into which the Total Proceeds will be transferred and which has been pledged in favour of the Trustee and the Bondholders (represented by the Trustee) under the Escrow Account Pledge Agreement.

"Escrow Account Bank" means Svenska Handelsbanken AB (publ), Branch Operation in Finland.

"Escrow Account Pledge Agreement" means the pledge agreement entered into between the Issuer and the Trustee on or about the First Issue Date in respect of a first priority pledge over the Escrow Account and all funds held on the Escrow Account from time to time (excluding any amounts of Transaction Costs payable to the Sole Bookrunner and the Issuing Agent), granted in favour of the Trustee and the Bondholders (represented by the Trustee).

"EUR" or **"Euro"** means the single currency of the Participating Member States.

"Event of Default" means an event or circumstance specified in any of the Clauses 17.1 (*Non-Payment*) to and including Clause 17.10 (*Continuation of the Business*).

"Final Redemption Date" means 2 July 2020.

"Finance Charges" means, for the Reference Period, the aggregate amount of the accrued interest, commission, fees, discounts, payment fees, premiums or charges and other finance payments in respect of Financial Indebtedness whether paid, payable or capitalised by any member of the Group according to the latest Financial Report(s) (calculated on a consolidated basis) other than Transaction Costs and taking no account of any unrealised gains or losses on any derivative instruments other than any derivative instrument which are accounted for on a hedge accounting basis.

"Finance Documents" means:

- (a) these Terms and Conditions;
- (b) the Transaction Security Documents;
- (c) the Agency Agreement; and
- (d) any other document designated by the Issuer and the Trustee as a Finance Document.

"Financial Indebtedness" means any indebtedness in respect of:

- (a) monies borrowed or raised, including Market Loans;
- (b) the amount of any liability in respect of any finance leases, to the extent the arrangement is treated as a finance lease in accordance with the Accounting Principles applicable to the Group on the First Issue Date (a lease which in the accounts of the Group is treated as an asset and a corresponding liability);
- (c) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (d) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (e) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the mark to market value shall be taken into account, provided that if any actual amount is due as a result of a termination or a close-out, such amount shall be used instead);
- (f) any counter indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (g) (without double counting) any guarantee or other assurance against financial loss in respect of a type referred to in the above items (a)-(f).

"Financial Report" means the Group's annual audited financial statements or quarterly interim unaudited reports, which shall be prepared and made available according to Clause 14.1 (*Information from the Issuer*).

"First Call Date" means the date falling 30 months after the First Issue Date.

"First Issue Date" means 2 July 2015.

"Group" means the Issuer and each Subsidiary from time to time.

"Group Company" means a member of the Group.

"Grupo Respol" means Grupo Respol SGPS, S.A., registered under the tax ID number 510484042, Estr. das Moitas Altas 2415-746, Leiria, Portugal.

"**Incurrence Test**" has the meaning ascribed to such term in Clause 16.2 (*Incurrence Test*) and 16.3 (*Testing of Incurrence Test*).

"**Initial Bonds**" means the Bonds issued on the First Issue Date.

"**Insolvent**" means, in respect of a relevant person, that it (i) is deemed to be insolvent within the meaning of Section 1 of Chapter 2 of the Finnish Bankruptcy Act (Fi. *Konkurssilaki 120/2004*, as amended) (or its equivalent in any other jurisdiction), (ii) admits inability to pay its debts as they fall due, (iii) suspends making payments on any of its debts, (iv) by reason of actual financial difficulties commences negotiations with its creditors (other than the Bondholders) with a view to rescheduling any of its indebtedness (including company reorganisation under the Finnish Act on Company Reorganisation (Fi. *Laki yrityksen saneerauksesta 47/1993*, as amended) (or its equivalent in any other jurisdiction)) or (v) is subject to involuntary winding-up, dissolution or liquidation.

"**Interest**" means the interest on the Bonds calculated in accordance with Clause 11 (*Interest*).

"**Interest Cover Ratio**" means the ratio of EBITDA to Net Finance Charges.

"**Interest Payment Date**" means 2 January and 2 July each year or, to the extent such day is not a CSD Business Day, the CSD Business Day following from an application of the Business Day Convention. The first Interest Payment Date for the Bonds shall be 2 January 2016 and the last Interest Payment Date shall be the Final Redemption Date.

"**Interest Period**" means (i) in respect of the first Interest Period, the period from (and including) the First Issue Date to (but excluding) the first Interest Payment Date, and (ii) in respect of subsequent Interest Periods, the period from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date (or a shorter period if relevant).

"**Interest Rate**" means a fixed interest rate of 4.90 per cent. *per annum* payable semi-annually in arrears.

"**Issuer**" means Forchem Oy, business identity code 2084385-7, Maanpäätie 3, 26820 Rauma, Finland, and, following a Permitted Issuer Upstream Merger, the Parent.

"**Issuing Agent**" means Svenska Handelsbanken AB (publ), Branch Operation in Finland, or any other party replacing the same as Issuing Agent in accordance with the regulations of the CSD.

"**Maintenance Test**" has the meaning described to such term in Clause 16.1 (*Maintenance Test*).

"**Make Whole Amount**" means a price equivalent to the sum of:

- (a) the Outstanding Nominal Amount;

- (b) the present value on the relevant record date of 102.45 per cent. of the Outstanding Nominal Amount as if such payment originally should have taken place on the Interest Payment Date falling 30 months after the First Issue Date;
- (c) the present value on the relevant record date of the remaining coupon payments, less any accrued but unpaid Interest, through and including the date falling 30 months after the First Issue Date; and
- (d) accrued (but unpaid) interest on the redeemed amount,

(b) and (c) calculated by using a discount rate of 50 basis points over the comparable German government bond rate (i.e. comparable to the remaining duration of the Bonds until the mentioned date falling 30 months after the First Issue Date) and where "relevant record date" shall mean a date agreed upon between the Trustee, the CSD and the Issuer in connection with such repayment.

"Market Loan" means any loan or other indebtedness where an entity issues commercial paper, certificates, subordinated debentures, bonds or any other debt securities (including, for the avoidance of doubt, medium term note programmes and other market funding programmes), provided in each case that such instruments and securities are or can be subject to trade on NASDAQ OMX Helsinki or any other regulated or unregulated recognised market place.

"Material Adverse Effect" means a material adverse effect on (A) the business, financial condition or operations of the Group taken as a whole, (B) the Issuer's ability to perform and comply with its payment obligations under these Terms and Conditions, or (C) the validity or enforceability of these Terms and Conditions.

"Material Group Company" means the Issuer or a Subsidiary representing more than 10.00 per cent. of the Total Assets or EBITDA of the Group on a consolidated basis according to the latest Financial Report.

"Net Finance Charges" means, for the relevant Reference Period, the Finance Charges according to the latest Financial Report(s), after deducting any interest payable during that Reference Period to any member of the Group and any interest income relating to cash or Cash Equivalent Investments.

"Net Interest Bearing Debt" means the aggregate interest bearing debt less cash and Cash Equivalent Investments of the Group, in accordance with the applicable Accounting Principles, of the Group from time to time (for the avoidance of doubt, excluding guarantees, bank guarantees and interest bearing debt borrowed from any Group Company).

"Net Proceeds" means the proceeds from the Bond Issue after deduction has been made for the Transaction Costs payable by the Issuer to the Sole Bookrunner (if the Sole Bookrunner has requested that their respective fees and costs shall be deducted) and the Issuing Agent and Paying Agent for the services provided in relation to the placement and issuance of the Bonds.

"Nominal Amount" has the meaning set forth in Clause 2(c) (*Status of the Bonds*).

"Outstanding Nominal Amount" means the outstanding Nominal Amount of each Bond from time to time taking into account any prepayments made on the Bonds.

"Parent" means Respol Finland Oy (contemplated to be renamed to Forchem Oy upon completion of the Permitted Issuer Upstream Merger), business identity code 2512058-6.

"Paying Agent" means, initially the Issuing Agent, or any other party replacing the same as Paying Agent in accordance with the regulations of the CSD.

"Participating Member States" means any member state of the European Union that has the Euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

"Permitted Debt" means any Financial Indebtedness:

- (a) incurred under the Bonds (except for any Subsequent Bonds);
- (b) of the Group under any guarantee issued by a Group Company in the ordinary course of business;
- (c) arising under a foreign exchange transaction or commodity derivatives for spot or forward delivery entered into in connection with protection against fluctuation in currency rates or prices where the exposure arises in the ordinary course of business or in respect of payments to be made under the Terms and Conditions, but not any transaction for investment or speculative purposes;
- (d) arising under any interest rate hedging transactions in respect of payments to be made under the Terms and Conditions, but not any transaction for investment or speculative purposes;
- (e) incurred under Advance Purchase Agreements;
- (f) incurred as a result of any Group Company acquiring another entity and which is due to that such acquired entity holds indebtedness, provided that the Incurrence Test is met, tested pro forma including the acquired entity in question;
- (g) incurred by the Issuer if such Financial Indebtedness meets the Incurrence Test tested pro forma including such incurrence, and (i) is incurred as a result of a Subsequent Bond Issue by the Issuer under the Terms and Conditions, or (ii) ranks pari passu or is subordinated to the obligations of the Issuer under the Finance Documents, and has a final maturity date or a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the Final Redemption Date;
- (h) incurred under any pension loans, Shareholder Loans, or loans between Group Companies;

- (i) until the Conditions Precedent for Disbursement have been fulfilled, any Refinancing Debt; and
- (j) any other Financial Indebtedness not covered under (a)-(i) above in an aggregate maximum amount of EUR 1,000,000.

"Permitted Issuer Upstream Merger" means the contemplated merger of the Issuer and the Parent with the Parent being the surviving entity thereof.

"Permitted Loans" means the following loans:

- (a) the Permitted Refinancing Loan;
- (b) any loans existing on the date hereof provided by the Issuer to the Parent;
- (c) any loans to the Issuer or a wholly-owned Subsidiary of the Issuer; and
- (d) any intercompany loans provided by the Issuer, or a subsidiary thereof, to Grupo Respol or a subsidiary thereof (not being a Group Company), provided that (A) no such loans may be granted within 12 months from the Final Redemption Date, (B) such loans in aggregate never exceed EUR 10,000,000 and (C) that during each calendar year there shall be a period of three (3) consecutive days during which the amount outstanding under such loans, amounts to zero (0) or less. Not less than six (6) months shall elapse between two such periods.

"Permitted Merger" means the Permitted Issuer Upstream Merger and any other merger permitted under Clause 17.7 (*Mergers and Demergers*).

"Permitted Refinancing Loan" means an intercompany loan provided by the Issuer to the Parent in the aggregate amount of approximately EUR 27,000,000 which the Parent shall apply to refinance existing indebtedness in the equivalent amount thereof.

"Permitted Security" means any security:

- (a) granted under the Bonds;
- (b) arising by operation of law or in the ordinary course of business (including collateral or retention of title arrangements in connection with Advance Purchase Agreements but, for the avoidance of doubt, not including guarantees or security in respect of any monies borrowed or raised);
- (c) arising under any netting or set off arrangements under financial derivatives transactions or bank account arrangements, including group cash pool arrangements; or
- (d) provided for interest rate hedging transactions set out in paragraph (d) of the definition of Permitted Debt;
- (e) provided for any guarantees issued by a Group Company in the ordinary course of business; and

- (f) any other Security not covered under (a)-(e) above in an aggregate maximum amount of EUR 1,000,000.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organisation, government, or any agency or political subdivision thereof or any other entity, whether or not having a separate legal personality.

"Plant" means:

- (a) the registered leasehold in Rauma, Finland with property registration number 684-4-421-26-L2 owned by the Issuer; and
- (b) the registered leasehold in Rauma, Finland with property registration number 684-4-421-31-L1 owned by the Issuer (in both cases including without limitation all buildings and constructions and constituents and appurtenances (*Fi. kiinteistön ainesosat ja tarpeisto*) thereon).

"Record Date" means:

- (a) in relation to a payment of Interest, default interest and/or redemption of the Bonds when such payment is made through the Book-Entry Securities System, the end of the first CSD Business Day prior to, as applicable, (i) an Interest Payment Date, (ii) the day on which default interest is paid, (iii) a Redemption Date or (iv) a date on which a payment to the Bondholders is to be made under Clause 18 (*Distribution of Proceeds*);
- (b) in relation to a Bondholders' Meeting and Written Procedure, the end of the CSD Business Day specified in the communication pursuant to Clause 20(c) or Clause 21(c), as applicable; and
- (c) otherwise, the end of the fifth CSD Business Day prior to another relevant date.

"Redemption Date" means the date on which the relevant Bonds are to be redeemed or repurchased in accordance with Clause 12 (*Redemption and Repurchase of the Bonds*).

"Reference Date" means 31 March, 30 June, 30 September and 31 December in each year for as long as any Bonds are outstanding. The first Reference Date shall be 30 September 2015 for the purposes of the Maintenance Test.

"Reference Period" means each period of 12 consecutive calendar months.

"Refinancing Debt" means:

- (a) the debt to be refinanced with the Permitted Refinancing Loan; and
- (b) existing interest bearing debt in the Issuer.

"Regulated Market" means any regulated market (as defined in Directive 2004/39/EC on markets in financial instruments).

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Issuer or by some other person) of the Issuer, the Parent and each other Group Company to the Secured Parties under each of the Finance Documents, together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents.

"Secured Parties" means the Bondholders and the Trustee (including in its capacity as Trustee under the Agency Agreement).

"Securities Act" means the U.S. Securities Act of 1933, as amended.

"Security" means a mortgage, charge, pledge, lien, security assignment or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

"Shareholder Loans" means any shareholder loan extended by a direct or indirect shareholder of the Issuer to the Issuer or any of its Subsidiaries, where the Issuer or the relevant Subsidiary is the debtor, if such shareholder loan (A) according to its terms and pursuant to a subordination agreement or intercreditor agreement, is subordinated to the obligations of the Issuer under these Terms and Conditions, (B) according to its terms have a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the Final Redemption Date, and (C) according to its terms yield only payment-in-kind interest, other than interest that is permitted to be payable under item (a) of Clause 15.2 (*Distributions*).

"Sole Bookrunner" means Pareto Securities Oy.

"Subsidiary" means a subsidiary of the Issuer according to Chapter 1 Section 6 of the Finnish Accounting Act (1336/1997), as amended (*Fi. kirjanpitolaki*) (or under such provision as may replace this provision).

"Subsequent Bonds" means any Bonds issued after the First Issue Date on one or more occasions.

"Total Assets" means the consolidated book-value of all assets of all members of the Group calculated in accordance with the Accounting Principles.

"Total Nominal Amount" means the total aggregate Nominal Amount of the Bonds outstanding at the relevant time.

"Total Proceeds" means the total proceeds from the Bond Issue before deduction has been made for any Transaction Costs payable by the Issuer to the Sole Bookrunner, the Issuing Agent and the Paying Agent for the services provided in relation to the placement and issuance of the Bonds.

"Transaction Costs" means all fees, costs and expenses, stamp, registration and other taxes incurred by the Issuer or any other member of the Group in connection with (A) the Bond Issue, (B) the listing of the Bonds, (C) the refinancing of the Refinancing Debt.

"**Transaction Security Documents**" means the relevant security agreements purporting to create:

- (a) a first ranking pledge (Fi: *ensipantti*) over all of the shares currently issued in the Issuer;
- (b) following a Permitted Issuer Upstream Merger, a pledge over all the shares in the Parent, which will be the surviving entity in such merger; and
- (c) a first priority real estate mortgage over the Plant owned by the Issuer,

in each case as specified in the relevant Transaction Security Document.

"**Transaction Security**" means the Security granted to secure the Secured Obligations pursuant to the Transaction Security Documents.

"**Trustee**" means Nordic Trustee Oy, business identity code 2488240-7, Aleksanterinkatu 15 B, 00100 Helsinki, Finland or another party replacing it, as Trustee, in accordance with these Terms and Conditions.

"**Written Procedure**" means the written or electronic procedure for decision making among the Bondholders in accordance with Clause 21 (*Written Procedure*).

1.2 Construction

- (a) Unless a contrary indication appears, any reference in these Terms and Conditions to:
 - (i) "**assets**" includes present and future properties, revenues and rights of every description;
 - (ii) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
 - (iii) a "**regulation**" includes any regulation, rule or official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (iv) an Event of Default is continuing if it has not been remedied or waived;
 - (v) a provision of law is a reference to that provision as amended or re-enacted; and
 - (vi) a time of day is a reference to Helsinki time.
- (b) A notice shall be deemed to be sent by way of press release if it is made available to the public within Finland promptly and in a non-discriminatory manner.

- (c) When ascertaining whether a limit or threshold specified in EUR has been attained or broken, an amount in another currency shall be counted on the basis of the rate of exchange for such currency against EUR for the previous Business Day, as published by the European Central Bank on its website (www.ecb.int). If no such rate is available, the most recently published rate shall be used instead.
- (d) No delay or omission of the Trustee or of any Bondholder to exercise any right or remedy under the Finance Documents shall impair or operate as a waiver of any such right or remedy.

2. Status of the Bonds

- (a) The Bonds are denominated in EUR and each Bond is constituted by these Terms and Conditions. The Issuer undertakes to make payments in relation to the Bonds and to comply with these Terms and Conditions.
- (b) By subscribing for Bonds, each initial Bondholder agrees, and by acquiring Bonds, each subsequent Bondholder confirms, (i) that the Bonds shall benefit from and be subject to the Finance Documents and (ii) agrees to be bound by these Terms and Conditions and the other Finance Documents.
- (c) The Nominal Amount of each Bond is EUR 100,000 (the "**Nominal Amount**"). The maximum total nominal amount of the Initial Bonds is EUR 70,000,000. All Initial Bonds are issued on a fully paid basis at an issue price of 100 per cent. of the Nominal Amount.
- (d) Provided that the Incurrence Test is met, the Issuer may, at one or several occasions, issue Subsequent Bonds. Subsequent Bonds shall benefit from and be subject to the Finance Documents, and, for the avoidance of doubt, the ISIN (unless rejected by CSD), the interest rate, the nominal amount and the final maturity applicable to the Initial Bonds shall apply to Subsequent Bonds. The price of the Subsequent Bonds may be set at a discount or at a premium compared to the Nominal Amount. The maximum total nominal amount of the Bonds (the Initial Bonds and all Subsequent Bonds) may not exceed EUR 100,000,000 unless a consent from the Bondholders is obtained in accordance with Clause 19(e). Each Subsequent Bond shall entitle its holder to Interest in accordance with Clause 11(a), and otherwise have the same rights as the Initial Bonds.
- (e) The minimum permissible investment upon issuance of the Bonds is EUR 100,000.
- (f) Except as set out in Clause 7 (*Transfer restrictions*) below, and subject to any restrictions to which a Bondholder may be subject due to local law or otherwise, the Bonds are freely transferrable. Each Bondholder must ensure compliance with local laws and regulations applicable at their own cost and expense.
- (g) The Bonds constitute direct, general, unconditional, unsubordinated and secured obligations of the Issuer and shall at all times rank at least *pari passu*

with all direct, unconditional, unsubordinated and unsecured obligations of the Issuer, except those obligations which are mandatorily preferred by law, and without any preference among them.

- (h) As of the First Issue Date, no action is being taken in any jurisdiction that would or is intended to permit a public offering of the Bonds or the possession, circulation or distribution of any document or other material relating to the Issuer or the Bonds in any jurisdiction, where action for that purpose is required. Each Bondholder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Bonds.

3. Use of Proceeds

The Total Proceeds from the Bond Issue shall firstly be applied towards immediate payment of the Transaction Costs, secondly towards repayment of the Refinancing Debt and thirdly towards the financing of general corporate purposes of the Group.

4. Escrow Account

- (a) The payment of the Total Proceeds into the Escrow Account is subject to the Trustee having received (i) duly executed Terms and Conditions and (ii) a duly executed copy of the Escrow Account Pledge Agreement, including evidence of perfection of the Security over the Escrow Account.
- (b) Upon certification by the Sole Bookrunner of the amount of Transaction Costs payable by the Issuer to it, the Trustee shall instruct the Escrow Account Bank to immediately pay such amount to the Sole Bookrunner.
- (c) Upon certification by the Issuing Agent of the amount of Transaction Costs payable by the Issuer to it, the Trustee shall instruct the Escrow Account Bank to immediately pay such amount to the Issuing Agent.

5. Conditions Precedent

- (a) The Issuer shall provide, or procure the provision of, to the Trustee, in form and substance satisfactory to the Trustee (acting reasonably) duly executed copies of:
 - (i) certificate of registration and articles of association for the Issuer;
 - (ii) a copy of a resolution from the board of directors of the Issuer approving the issue of the Bonds and the terms of the Finance Documents and resolving to enter into such documents and authorising specified Person(s) to approve and execute any other documents necessary in connection therewith;
 - (iii) evidence that the Finance Documents have been duly executed; and
 - (iv) evidence that the Refinancing Debt will be repaid on the date of disbursement.

- (b) When the conditions precedent for disbursement set out in Clause 5(a) have been fulfilled to the satisfaction of the Trustee (acting reasonably), the Trustee shall instruct the Escrow Account Bank to transfer the Net Proceeds from the Escrow Account to be applied in accordance with Clause 3 (*Use of Proceeds*).

6. Conditions Subsequent

The Issuer shall within 30 days from the disbursement of funds from the Escrow Account provide evidence that:

- (a) the Transaction Security has been perfected; and
- (b) any Security and guarantees granted for the Refinancing Debt have been released.

For the avoidance of doubt, any real estate mortgage is deemed perfected for the purposes of Clause 6(a) where, in addition to due execution of the relevant Transaction Security Documents, the existing registered mortgage notes are delivered to the Trustee.

7. Transfer restrictions

- (a) No Bondholder may offer, sell, pledge or otherwise transfer any Bond except:
 - (i) to the Issuer;
 - (ii) outside the United States in compliance with Rule 903 or Rule 904, as applicable, of Regulation S under the Securities Act;
 - (iii) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available);
 - (iv) pursuant to any other available exemption from registration under the Securities Act, subject to the receipt by the Issuer of an opinion of counsel or such other evidence that the Issuer may reasonably require confirming that such sale or transfer is in compliance with the Securities Act; or
 - (v) pursuant to an effective registration statement under the Securities Act,

provided however that in each case a transfer is made in accordance with all applicable securities laws of the states of the United States and any other jurisdiction.

- (b) The Issuer makes no representation as to the availability of an exemption from registration provided by Rule 144 of the Securities Act.

8. Bonds in Book-Entry Form

- (a) The Bonds will be issued in dematerialised form in the Book-Entry Securities System in accordance with the Book-Entry System Act and regulations of the CSD and no physical notes will be issued.
- (b) Each Bondholder consents to the Issuer having a right to obtain information on the Bondholders, their contact details and their holdings of the Bonds registered in the Book-Entry Securities System, such as information recorded in the lists referred to in Clauses 2 and 3 of Section 3 of Chapter 6 of the Book-Entry System Act kept by the CSD in respect of the Bonds and the CSD shall be entitled to provide such information upon request. At the request of the Trustee, the Issuing Agent or the Paying Agent, the Issuer shall (and shall be entitled to do so) promptly obtain such information and provide it to the Trustee, the Issuing Agent or the Paying Agent, as applicable.
- (c) The Trustee, the Issuing Agent and the Paying Agent shall have the right to obtain information referred to in Clause 8(b) *Bonds in Book-Entry Form*) from the CSD in respect of the Bonds if so permitted under the regulation of the CSD. The Issuer agrees that each of the Trustee, the Issuing Agent and the Paying Agent is at any time on its behalf entitled to obtain information referred to in Clause 8(b) *(Bonds in Book-Entry Form)* from the CSD in respect of the Bonds.
- (d) The Issuer shall issue any necessary power of attorney to such persons employed by the Trustee or the Paying Agent, as notified by the Trustee or the Paying Agent, in order for such individuals to independently obtain information directly from the CSD in respect of the Bonds. The Issuer may not revoke any such power of attorney given to the Trustee unless directed by the Trustee or unless consent thereto is given by the Bondholders.
- (e) The Issuer, the Trustee, the Issuing Agent and the Paying Agent may use the information referred to in Clause 8(b) *(Bonds in Book-Entry Form)* only for the purposes of carrying out their duties and exercising their rights in accordance with these Terms and Conditions with respect to the Bonds and shall not disclose such information to any Bondholder or third party unless necessary for the before-mentioned purposes.

9. Right to Act on Behalf of a Bondholder

- (a) If any person other than a Bondholder wishes to exercise any rights under the Finance Documents, it must obtain a power of attorney or other proof of authorisation from the Bondholder or a successive, coherent chain of powers of attorney or proofs of authorisation starting with the Bondholder and authorising such person.
- (b) A Bondholder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Bonds held by it. Any such representative may act independently under the Finance Documents in relation to the Bonds for which such representative is entitled to represent the

Bondholder and may further delegate its right to represent the Bondholder by way of a further power of attorney.

- (c) The Trustee shall only have to examine the face of a power of attorney or other proof of authorisation that has been provided to it pursuant to Clause 9(b) (*Right to Act on Behalf of a Bondholder*) and may assume that it has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face or is otherwise notified to the Trustee.

10. Payments in Respect of the Bonds

- (a) Any payments under or in respect of the Bonds pursuant to these Terms and Conditions shall be made to the person who is registered as a Bondholder at the Record Date prior to an Interest Payment Date or other relevant due date in accordance with the Finnish legislation governing the Book-Entry Securities System and book-entry accounts as well as the regulations of the CSD.
- (b) If, due to any obstacle for the CSD, the Issuer cannot make a payment or repayment, such payment or repayment may be postponed until the obstacle has been removed. Any such postponement shall not affect the Record Date. Interest shall accrue in accordance with Clause 11(c) (*Interest*) during such postponement.
- (c) If payment or repayment is made in accordance with this Clause 10 (*Payments in Respect of the Bonds*), the Issuer and the CSD shall be deemed to have fulfilled their obligation to pay, irrespective of whether such payment was made to a person not entitled to receive such amount.
- (d) The Issuer is not liable to gross-up any payments under the Finance Documents by virtue of any withholding tax, public levy or the similar.

11. Interest

- (a) Each Initial Bond carries Interest at the Interest Rate from (and including) the First Issue Date up to (but excluding) the relevant Redemption Date. Any Subsequent Bond will carry Interest at the Interest Rate from (and including) the Interest Payment Date falling immediately prior to its issuance up to (but excluding) the relevant Redemption Date.
- (b) Interest accrues during an Interest Period. Payment of Interest in respect of the Bonds shall be made to the Bondholders on each Interest Payment Date.
- (c) Interest shall be calculated on the basis of a 360-day year comprised of twelve months of 30 days each and, in case of an incomplete month, the actual number of days elapsed (30/360-days basis).
- (d) If the Issuer fails to pay any amount due under these Terms and Conditions, the Issuer shall pay default interest on such amount at a rate corresponding to the Interest Rate plus 2.00 per cent., from (and including) the date such payment was due up to (but excluding) the date of actual payment. Accrued

default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Trustee, the Issuing Agent, the Paying Agent or the CSD, in which case the Interest Rate shall apply instead.

12. Redemption and Repurchase of the Bonds

12.1 Redemption at maturity

The Issuer shall redeem all, but not only some, of the outstanding Bonds in full on the Final Redemption Date with an amount per Bond equal to the Outstanding Nominal Amount together with accrued but unpaid Interest. If the Final Redemption Date is not a CSD Business Day, then the redemption shall occur on the CSD Business Day determined by application of the Business Day Convention.

12.2 Mandatory Amortisation

- (a) The Issuer shall repay the total Outstanding Nominal Amount in the amount and at the dates set out below:

Date	Amount
The date falling 12 months after the First Issue Date	EUR 5,000,000
The date falling 24 months after the First Issue Date	EUR 5,000,000
The date falling 36 months after the First Issue Date	EUR 5,000,000
The date falling 48 months after the First Issue Date	EUR 5,000,000

- (b) Any repayment under Clause 12.2(a) (*Mandatory Amortisation*) above shall be made as partial prepayments of all outstanding Bonds (at par) by way of reducing the Outstanding Nominal Amount of each Bond pro rata (rounded down to the nearest EUR 1.00). Amortisations shall be made at 100.00 per cent. of the Outstanding Nominal Amount.
- (c) The remaining outstanding amount under the Bonds shall be redeemed on the Final Redemption Date.

12.3 Voluntary Amortisation

The Issuer may on one occasion each calendar year, make partial repayments of Bonds in an amount corresponding to a maximum of 10.00 per cent. of the aggregate Nominal Amount. Any such partial repayment shall reduce the Outstanding Nominal Amount of each Bond pro rata (rounded down to the nearest EUR 1.00). The prepayment shall be made together with accrued but unpaid interest and a premium

of 2.00 per cent. of the prepayment amount. Partial repayment shall be made by the Issuer giving not less than 20 Banking Days' notice and the repayment shall be made on the immediately following Interest Payment Date.

12.4 Repurchase of Bonds

The Issuer may, subject to applicable law, at any time and at any price purchase Bonds provided that if such purchase is made through a public offer, possibility to tender must be made to all Bondholders. Bonds held by the Issuer may at the Issuer's discretion be retained, sold or cancelled.

12.5 Voluntary Total Redemption

- (a) The Issuer may redeem the Bonds in whole, but not in part, on any CSD Business Day from and including:
- (i) the First Issue Date to, but not including, the First Call Date at a price equivalent to the Make Whole Amount;
 - (ii) the First Call Date to, but not including, the date falling 36 months after the First Issue Date at a price equivalent to 102.45 per cent. of the Outstanding Nominal Amount, together with accrued but unpaid interest;
 - (iii) the date falling 36 months after the First Issue Date to, but not including, the date falling 42 months after the First Issue Date at a price equivalent to 101.96 per cent. of the Outstanding Nominal Amount, together with accrued but unpaid interest;
 - (iv) the date falling 42 months after the First Issue Date to, but not including, the date falling 48 months after the First Issue Date at a price equivalent to 101.47 per cent. of the Outstanding Nominal Amount, together with accrued but unpaid interest;
 - (v) the date falling 48 months after the First Issue Date to, but not including, the date falling 54 months after the First Issue Date at a price equivalent to 100.49 per cent. of the Outstanding Nominal Amount, together with accrued but unpaid interest; and
 - (vi) the date falling 54 months after the First Issue Date to, but not including, the Final Redemption Date at a price equivalent to 100 per cent. of the Outstanding Nominal Amount, together with accrued but unpaid interest.
- (b) Redemption in accordance with Clause 12.5(a) (*Voluntary Total Redemption*) shall be made by the Issuer giving not less than twenty (20) Business Days' notice prior to the relevant Redemption Date to the Bondholders and the Trustee and in accordance with the instructions of the Issuer, the Paying Agent or the Issuing Agent, as applicable. Any such notice is irrevocable and, upon expiry of such notice, the Issuer is bound to redeem the Bonds in full with the applicable amounts.

12.6 Change of Control Put Option

- (a) Should a Change of Control occur, each Bondholder shall have a right of prepayment ("**Change of Control Put Option**") of the Bonds at a price of 101 per cent. of the Outstanding Nominal Amount (plus accrued and unpaid interest) by giving the Issuer notice of its intention to invoke its Change of Control Put Option during a period of 60 days following the notice of a potential Change of Control (the "**Exercise Period**"), being e.g. receipt of an offer or signing of a sale and purchase agreement in respect of the shares of the Issuer.
- (b) The settlement date of the Change of Control Put Option shall occur within 20 Business Days after the expiry of the Exercise Period.

12.7 General

The Issuer shall comply with the requirements of any applicable securities laws or regulations in connection with the repurchase of Bonds. To the extent that the provisions of such laws and regulations conflict with the provisions in this Clause 12 (*Redemption and Repurchase of the Bonds*), the Issuer shall comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause 12 (*Redemption and Repurchase of the Bonds*) by virtue of the conflict.

13. Transaction Security

- (a) As continuing Security for the due and punctual fulfilment of the Secured Obligations, the Transaction Security shall be granted to the Secured Parties as represented by the Trustee.
- (b) The Trustee shall hold the Transaction Security on behalf of the Secured Parties in accordance with the Transaction Security Documents. The Issuer shall enter into the Transaction Security Documents and perfect the Transaction Security in accordance with the Transaction Security Documents not later than thirty (30) days after the First Issue Date.
- (c) Unless and until the Trustee has received instructions from the Bondholders in accordance with Clause 19 (*Decisions by Bondholders*), the Trustee shall (without first having to obtain the Bondholders' consent) be entitled to enter into agreements with the Issuer or a third party or take any other actions, if it is, in the Trustee's opinion, necessary for the purpose of maintaining, altering, releasing or enforcing the Transaction Security, creating further Security for the benefit of the Secured Parties or for the purpose of settling the Bondholders' or the Issuer's rights to the Transaction Security, in each case in accordance with the terms of the Finance Documents.
- (d) The Trustee shall be entitled to release all Transaction Security upon the discharge in full of the Secured Obligations.

14. Information to Bondholders

14.1 Information from the Issuer

- (a) The Issuer shall make the following information available in the English language to the Bondholders by publication on the website of the Issuer:
- (i) as soon as the same become available, but in any event within four (4) months after the end of each financial year, the annual audited consolidated financial statements of the Group and the annual audited unconsolidated financial statements of the Issuer, including a profit and loss account, a balance sheet, a cash flow statement and management commentary or report from the Issuer's board of directors;
 - (ii) as soon as the same become available, but in any event within two (2) months after the end of each quarter of its financial year, the quarterly interim unaudited consolidated reports of the Group and the quarterly interim unaudited unconsolidated reports of the Issuer, including a profit and loss account, a balance sheet, a cash flow statement and management commentary or report from the Issuer's board of directors;
 - (iii) the latest version of the Terms and Conditions; and
 - (iv) when the Bonds have been listed, any other information required by the Finnish Securities Markets Act (*Fi. Arvopaperimarkkinalaki 746/2012*) and the rules and regulations of the Regulated Market on which the Bonds are listed.
- (b) The reports referred to under 14.1(a)(i)-(ii) (*Information from the Issuer*) shall be prepared in accordance with the Accounting Principles and when the Bonds have been listed the consolidated reports of the Group shall, in addition, be prepared in accordance with IFRS and made available in accordance with the rules and regulations of NASDAQ OMX Helsinki (as amended from time to time) and the Finnish Securities Markets Act (*Fi. Arvopaperimarkkinalaki 746/2012*).
- (c) The Issuer shall:
- (i) in connection with the incurrence of Financial Indebtedness for which the Incurrence Test is required to be met and/or in connection with a Restricted Payment that requires that the Incurrence Test is met, respectively;
 - (ii) in connection with the delivery of the Financial Reports in Clause 14.1(a)(ii) (*Information from the Issuer*) being delivered,
- issue a Compliance Certificate to the Trustee.

- (d) When the financial statements and other information are made available to the Bondholders pursuant to Clause 14.1(a) (*Information from the Issuer*), the Issuer shall send copies of such financial statements and other information to the Trustee.
- (e) The Issuer shall promptly notify the Trustee when the Issuer is or becomes aware of (i) the occurrence of a Change of Control, or (ii) that an Event of Default has occurred, and shall provide the Trustee with such further information as the Trustee may request (acting reasonably) following receipt of such notice.
- (f) The Issuer is only obliged to inform the Trustee according to this Clause 14.1 (*Information from the Issuer*) if informing the Trustee would not conflict with any applicable laws or, when the Bonds are listed, the Issuer's registration contract with NASDAQ OMX Helsinki. If such a conflict would exist pursuant to the listing contract with NASDAQ OMX Helsinki or otherwise, the Issuer shall however be obliged to either seek approval from NASDAQ OMX Helsinki or undertake other reasonable measures, including entering into a non-disclosure agreement with the Trustee, in order to be able to timely inform the Trustee according to this Clause 14.1 (*Information from the Issuer*).
- (g) The Issuer shall, subject to the regulations of the CSD and applicable laws, be entitled to obtain information of the Bondholders from the CSD and the CSD shall be entitled to provide such information to the Issuer. Furthermore, the Issuer shall, subject to the regulations of the CSD and applicable laws, be entitled to acquire from the CSD a list of the Bondholders, provided that it is technically possible for the CSD to maintain such a list.

14.2 Information from the Trustee

The Trustee is entitled to disclose to the Bondholders any event or circumstance directly or indirectly relating to the Issuer or the Bonds. Notwithstanding the foregoing, the Trustee may if it considers it to be beneficial to the interests of the Bondholders delay disclosure or refrain from disclosing certain information other than in respect of an Event of Default that has occurred and is continuing.

14.3 Publication of Finance Documents

- (a) The latest version of these Terms and Conditions (including any document amending these Terms and Conditions) shall be available on the websites of the Issuer and the Trustee.
- (b) The latest versions of the other Finance Documents shall be available for review at the office of the Trustee during normal business hours.

15. General Undertakings

15.1 General

The Issuer undertakes to (and shall, where applicable, procure that each other Group Company will) comply with the undertakings set out in this Clause 15 (*General Undertakings*) for as long as any Bonds remain outstanding.

15.2 Distributions

- (a) The Issuer shall not, and shall procure that none of its Subsidiaries will:
- (i) pay any dividend on its shares to the Issuer's direct or indirect shareholders (other than dividends and group contributions to the Issuer or a Subsidiary of the Issuer);
 - (ii) repurchase any of its own shares;
 - (iii) redeem its share capital or other restricted equity with repayment to shareholders;
 - (iv) repay any Shareholder Loans or other subordinated loans or capitalized or accrued interest thereunder; or
 - (v) make any other similar distribution or transfers of value to the direct or indirect shareholder of the Issuer (as applicable), or any Affiliates (other than to the Issuer or a Subsidiary of the Issuer),
- sub-clauses (i)-(v) above each being a "**Restricted Payment**".
- (b) Notwithstanding Clause 15.2(a) (*Distributions*), a Restricted Payment may be made by the Issuer, if at the time of the payment:
- (i) no Event of Default is continuing;
 - (ii) the Incurrence Test is met (calculated on a *pro forma* basis including the relevant Restricted Payment); and
 - (iii) if, at the time of the payment, the aggregate amount of all Restricted Payments of the Group in any fiscal year (including the Restricted Payment in question) does not exceed 50% of the Group's consolidated net profit for the previous fiscal year.

15.3 Listing of the Bonds

The Issuer shall use its reasonable efforts to ensure that the Bonds are listed at the corporate bond list on NASDAQ OMX Helsinki not later than one year after the First Issue Date and shall take all measures required to ensure that the Bonds, once listed on NASDAQ OMX Helsinki, continue being listed on NASDAQ OMX Helsinki for as long as any Bond is outstanding (however, taking into account the rules and regulations of

NASDAQ OMX Helsinki and the CSD (as amended from time to time) preventing trading in the Bonds in close connection to the redemption of the Bonds).

15.4 Nature of Business

The Issuer shall procure that no substantial change is made to the general nature of the business carried on by the Group as of the First Issue Date if such substantial change would have a Material Adverse Effect.

15.5 Financial Indebtedness

The Issuer shall not, and shall procure that none of its Subsidiaries will, incur any additional Financial Indebtedness, provided however that the Issuer and the Subsidiaries have a right to incur Financial Indebtedness that constitute Permitted Debt.

15.6 Loans out

The Issuer shall not, and shall procure that none of its Subsidiaries will, extend any loans except for Permitted Loans.

15.7 Disposal of Assets

The Issuer shall not, and shall procure that no Subsidiary, sell or otherwise dispose of shares in any Subsidiary or of all or substantially all of its or that Subsidiary's assets, or operations to any person not being the Issuer or any of its wholly-owned Subsidiaries, unless the transaction is carried out on market terms and on terms and conditions customary for such transaction and provided that it does not have a Material Adverse Effect. The Issuer shall notify the Trustee of any such transaction and, upon request by the Trustee, provide the Trustee with any information relating to the transaction which the Trustee deems necessary (acting reasonably).

15.8 Negative Pledge

The Issuer shall not, and shall procure that none of its Subsidiaries, provide, prolong or renew any Security over any of its/their assets (present or future) to secure any loan or other indebtedness, provided however that the Group Companies have a right to (A) provide, prolong and renew any Permitted Security, and (B) retain, but not prolong or renew, any existing Security in relation to indebtedness held by an entity acquired.

15.9 Regulation of Permitted Issuer Upstream Merger and Permitted Merger

- (a) Immediately following a Permitted Issuer Upstream Merger:
 - (i) a share pledge shall be granted over the shares in the surviving entity on terms substantially similar to the pledge over the shares in the Issuer, which will cease to be effective as a result of the Permitted Issuer Upstream Merger; and

- (ii) evidence is provided to the Trustee that the security over the Plant remains effective after the merger or that such security is replaced with new equivalent security.
- (b) The Bondholders shall be deemed to have consented to any Permitted Merger and the Trustee shall have the right to provide consent to any Permitted Merger on their behalf in the merger process without additional authorisation, if required. For the avoidance of doubt, each Bondholder agrees, with respect to the Bonds it holds, not to exercise, and hereby waives in advance, its right in accordance with the Finnish Companies Act (Fi. Osakeyhtiölaki 624/2006, as amended) to object to any merger if (and only if) such merger (a) is a Permitted Merger or (b) has been consented to by the Bondholders in a Bondholders' Meeting or by way of a Written Procedure.

15.10 Dealings with Related Parties

The Issuer shall, and shall procure that its Subsidiaries, conduct all dealings with the direct and indirect shareholders of the Group Companies (excluding other Group Companies) and/or any Affiliates of such direct and indirect shareholders at arm's length terms.

16. Financial Covenants

16.1 Maintenance Test

The Issuer shall ensure that the ratio of Net Interest Bearing Debt to EBITDA in respect of each Reference Period ending on a Reference Date is not greater than 4.00:1.

16.2 Incurrence Test

In these Terms and Conditions, the Incurrence Test is met if:

- (a) the ratio of Net Interest Bearing Debt to EBITDA is not greater than 2.25:1, calculated in accordance with the calculation principles set out in Clause 16.3 (*Testing of Incurrence Test*) on a consolidated basis and based on the most recently delivered Financial Report;
- (b) the Interest Cover Ratio is greater than 4.00:1; and
- (c) no Event of Default is continuing or would occur upon the incurrence or distribution (as applicable).

16.3 Testing of Incurrence Test

- (a) The calculation of the ratio of Net Interest Bearing Debt to EBITDA shall be made as per a testing date determined by the Issuer, falling no more than one month prior to the incurrence of the new Financial Indebtedness, or making of a Restricted Payment, as applicable. The Net Interest Bearing Debt shall be measured on the relevant testing date so determined, but include the new Financial Indebtedness provided it is an interest bearing obligation (however, any cash balance resulting from the incurrence of the new Financial

Indebtedness shall not reduce the Net Interest Bearing Debt). EBITDA shall be calculated as set out in Clause 16.4 (*Calculation Adjustments*).

- (b) When the Interest Cover Ratio is measured under the Incurrence Test, as applicable, the calculation of the Interest Cover Ratio shall be made for the Reference Period ending on the last day of the period covered by the most recent Financial Report.

16.4 Calculation Adjustments

- (a) The figures for EBITDA, Finance Charges and Net Finance Charges for the Reference Period ending on the last day of the period covered by the most recent Financial Report shall be used, but adjusted so that:
 - (i) entities acquired or disposed of by the Group during the Reference Period, or after the end of the Reference Period but before the relevant testing date, shall be included or excluded (as applicable), pro forma, for the entire Reference Period; and
 - (ii) any entity to be acquired with the proceeds from new Financial Indebtedness shall be included, pro forma, for the entire Reference Period.
- (b) The figures for Net Interest Bearing Debt set out in the Financial Report as of the most recent quarter date (including when necessary, financial statements published before the First Issue Date), shall be used, but adjusted so that Net Interest Bearing Debt for such period shall be:
 - (i) reduced by an amount equal to the Net Interest Bearing Debt directly attributable to any Financial Indebtedness of the Issuer or of any other Group Company repaid, repurchased or otherwise discharged with respect to the Issuer and the continuing Group Companies with the proceeds from disposals of entities referred to in paragraph (a)(i) above (or, if the Financial Indebtedness is owed by a Group Company that is sold, the Net Interest Bearing Debt for such period directly attributable to the Financial Indebtedness of such Group Company to the extent the Issuer and the continuing Group Companies are no longer liable for such Financial Indebtedness after such sale);
 - (ii) increased on a pro forma basis by an amount equal to the Net Interest Bearing Debt directly attributable to (i) any Financial Indebtedness owed by acquired entities referred to in paragraph (a)(i) above, and (ii) any Financial Indebtedness incurred to finance the acquisition of such entities, in each case calculated as if all such debt had been incurred at the beginning of the relevant test period; and
 - (iii) increased on a pro forma basis by an amount equal to the Net Interest Bearing Debt directly attributable to any Financial Indebtedness incurred under any Subsequent Bonds, calculated as if such debt had been incurred at the beginning of the relevant Reference Period.

17. Events of Default and Acceleration of the Bonds

Each of the events or circumstances set out in this Clause 17 (*Events of Default and Acceleration of the Bonds*) (other than Clause 17.11 (*Acceleration of the Bonds*)) is an Event of Default.

17.1 Non-Payment

The Issuer fails to pay an amount on the date it is due in accordance with the Finance Documents unless the non-payment:

- (a) is caused by technical or administrative error; and
- (b) is remedied within five (5) Business Days of the due date.

17.2 Maintenance Test

The Issuer has failed to comply with the Maintenance Test.

17.3 Other Obligations

The Issuer does not comply with any provision under the Finance Documents, in any other way than as set out in Clause 17.1 (*Non-Payment*) or 17.2 (*Maintenance Test*), provided that the Trustee has requested the Issuer in writing to remedy such failure and the Issuer has not remedied the failure within fifteen (15) Business Days from such request (if the failure or violation is not capable of being remedied, the Trustee may declare the Bonds payable without such prior written request).

17.4 Cross-Acceleration

Any Financial Indebtedness of a Material Group Company is not paid when due as extended by any originally applicable grace period, or is declared to be due and payable prior to its specified maturity as a result of an event of default (however described), provided that no Event of Default will occur under this Clause 17.4 (*Cross-Acceleration*) if the aggregate amount of Financial Indebtedness declared to be or otherwise becoming due and payable is less than EUR 1,000,000 and provided that it does not apply to any Financial Indebtedness owed to a Group Company or Financial Indebtedness under a Shareholder Loan.

17.5 Insolvency

- (a) Any Material Group Company is unable or admits inability to pay its debts as they fall due or is declared to be unable to pay its debts under applicable law, suspends making payments on its debts generally or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors (other than the Bondholders) with a view to rescheduling its Financial Indebtedness;
- (b) a moratorium is declared in respect of the Financial Indebtedness of any Material Group Company.

17.6 Insolvency Proceedings

Any corporate action, legal proceedings or other procedures are taken (other than (i) proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within 60 days of commencement or, if earlier, the date on which it is advertised and (ii), in relation to Subsidiaries, solvent liquidations) in relation to:

- (a) the suspension of payments, winding-up, dissolution, administration or reorganisation (*Fi. yrityssaneeraus*) (by way of voluntary agreement, corporate restructuring scheme of arrangement or otherwise) of any Material Group Company; and
- (b) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any Material Group Company or any of its assets or any analogous procedure or step is taken in any jurisdiction.

17.7 Mergers and Demergers

A decision is made that any Material Group Company shall be demerged or merged, if such merger or demerger is likely to have a Material Adverse Effect, provided that a merger involving the Issuer, where the Issuer is not the surviving entity, shall always be considered an Event of Default and provided that the Issuer may not be demerged. Notwithstanding this, no Event of Default shall be constituted as a result of the Permitted Issuer Upstream Merger irrespective of the fact whether or not the Issuer is the surviving entity in such Permitted Issuer Upstream Merger or as a result of a merger in which the Parent is merged into the Issuer and the Issuer is the surviving entity in such merger.

17.8 Creditors' Process

Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of any Material Group Company having an aggregate value of an amount equal to or exceeding EUR 1,000,000 and is not discharged within 60 days.

17.9 Impossibility or Illegality

It is or becomes impossible or unlawful for the Issuer to fulfill or perform any of the provisions of the Finance Documents or if the obligations under these Terms and Conditions are not, or cease to be, legal, valid, binding and enforceable.

17.10 Continuation of the Business

The Issuer or any other Material Group Company ceases to carry on its business if such discontinuation is likely to have a Material Adverse Effect.

17.11 Acceleration of the Bonds

- (a) If an Event of Default has occurred and is continuing, the Trustee is entitled to, on behalf of the Bondholders (i) by notice to the Issuer, declare all, but not

only some, of the Bonds due for payment together with any other amounts payable under the Finance Documents, immediately or at such later date as the Trustee determines (but such date may not fall after the Final Redemption Date), and (ii) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents.

- (b) If the Bondholders (in accordance with these Terms and Conditions) instruct the Trustee to accelerate the Bonds, the Trustee shall promptly declare the Bonds due and payable and take such actions as, in the opinion of the Trustee, may be necessary or desirable to enforce the rights of the Bondholders under the Finance Documents, unless the relevant Event of Default is no longer continuing.
- (c) If the right to accelerate the Bonds is based upon a decision of a court of law or a government authority, it is not necessary that the decision has become enforceable under law or that the period of appeal has expired in order for cause of acceleration to be deemed to exist.
- (d) In the event of an acceleration of the Bonds in accordance with this Clause 17 (*Events of Default and Acceleration of the Bonds*), the Issuer shall before the First Call Date redeem all Bonds with an amount equal to the amount set forth in Clause 12.5(a)(ii) (*Voluntary Total Redemption*) and thereafter as applicable according to Clause 12.5 (*Voluntary Total Redemption*) considering when the acceleration occurs.

18. Distribution of Proceeds

- (a) All payments by the Issuer relating to the Bonds and the Finance Documents following an acceleration of the Bonds in accordance with Clause 17 (*Events of Default and Acceleration of the Bonds*) and any proceeds received from an enforcement of the Transaction Security shall be distributed in the following order of priority, in accordance with the instructions of the Trustee:
 - (i) *first*, in or towards payment of the Trustee under the Agency Agreement, including all costs and indemnities relating to the acceleration of the Bonds or the protection of the Bondholders' rights under the Finance Documents;
 - (ii) *secondly*, towards payment of accrued Interest unpaid under the Bonds;
 - (iii) *thirdly*, in or towards payment of principal under the Bonds; and
 - (iv) *fourthly*, in or towards payment of any other costs or outstanding amounts unpaid under the Bonds.

Any excess funds after the application of proceeds in accordance with paragraphs (i)-(iv) above shall be paid to the Issuer (or the Parent if the funds were received as a result of enforcement of Transaction Security over the shares in the Issuer).

- (b) Funds that the Trustee receives (directly or indirectly) in connection with the acceleration of the Bonds or the enforcement of the Transaction Security constitute escrow funds and must be held on a separate interest-bearing account on behalf of the Bondholders and the other interested parties. The Trustee shall arrange for payments of such funds in accordance with this Clause 18 (*Distribution of Proceeds*) as soon as reasonably practicable.

19. Decisions by Bondholders

- (a) A request by the Trustee for a decision by the Bondholders on a matter relating to the Finance Documents shall (at the option of the Trustee) be dealt with at a Bondholders' Meeting or by way of a Written Procedure.
- (b) Any request from the Issuer or a Bondholder (or Bondholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request may only be validly made by a person who is a Bondholder on the Business Day immediately following the day on which the request is received by the Trustee and shall, if made by several Bondholders, be made by them jointly) for a decision by the Bondholders on a matter relating to the Finance Documents shall be directed to the Trustee and dealt with at a Bondholders' Meeting or by way a Written Procedure, as determined by the Trustee. The person requesting the decision may suggest the form for decision making, but if it is in the Trustee's opinion more appropriate that a matter is dealt with at a Bondholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Bondholders' Meeting.
- (c) The Trustee may refrain from convening a Bondholders' Meeting or instigating a Written Procedure if (i) the suggested decision must be approved by any person in addition to the Bondholders and such person has informed the Trustee that an approval will not be given, or (ii) the suggested decision is not in accordance with applicable laws.
- (d) Only a person who is, or who has been provided with a power of attorney pursuant to Clause 9 (*Right to Act on Behalf of a Bondholder*) from a person who is, registered as a Bondholder:
 - (i) at the Record Date prior on the CSD Business Day of the Bondholders' Meeting, in respect of a Bondholders' Meeting, or
 - (ii) at the Record Date on the CSD Business Day specified in the communication pursuant to Clause 21(c) (*Written Procedure*), in respect of a Written Procedure,

may exercise voting rights as a Bondholder at such Bondholders' Meeting or in such Written Procedure, provided that the relevant Bonds are included in the definition of Adjusted Nominal Amount.
- (e) The following matters shall require the consent of Bondholders representing at least 662/3 per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a

Written Procedure in accordance with the instructions given pursuant to Clause 21(c) (*Written Procedure*):

- (i) waive of a breach of, or an amendment of, any undertaking set out in Clause 15 (*General Undertakings*);
 - (ii) a release of Security provided under the Transaction Security Documents except in accordance with the terms of the Transaction Security Documents;
 - (iii) a reduce of the principal amount, the Interest Rate or the interest amount which shall be paid by the Issuer other than as a result of an application of Clause 12.2 (*Mandatory Amortisation*) or Clause 12.3 (*Voluntary Amortisation*);
 - (iv) an amendment of any payment day for principal or a Interest Payment Date or waive any breach of a payment undertaking; or
 - (v) a change to the terms dealing with the requirements for Bondholders' consent set out in this Clause 19 (*Decisions by Bondholders*).
- (f) Any matter not covered by Clause 19(e) (*Decisions by Bondholders*) shall require the consent of Bondholders representing more than fifty (50) per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 21(c) (*Written Procedure*).
- (g) Quorum at a Bondholders' Meeting or in respect of a Written Procedure only exists if a Bondholder (or Bondholders) representing at least twenty (20) per cent. of the Adjusted Nominal Amount:
- (i) if at a Bondholders' Meeting, attend the meeting in person or by telephone conference (or appear through duly authorised representatives); or
 - (ii) if in respect of a Written Procedure, reply to the request.
- (h) If a quorum does not exist at a Bondholders' Meeting or in respect of a Written Procedure, the Trustee or the Issuer shall convene a second Bondholders' Meeting (in accordance with Clause 20(a)) (*Bondholders' Meeting*) or initiate a second Written Procedure (in accordance with Clause 21(a)) (*Written Procedure*), as the case may be, provided that the relevant proposal has not been withdrawn by the person(s) who initiated the procedure for Bondholders' consent. The quorum requirement in Clause 19(g) (*Decisions by Bondholders*) shall not apply to such second Bondholders' Meeting or Written Procedure.
- (i) Any decision which extends or increases the obligations of the Issuer or the Trustee, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Trustee, under the Finance Documents shall be subject to the Issuer's or the Trustee's consent, as applicable.

- (j) A Bondholder holding more than one Bond need not use all its votes or cast all the votes to which it is entitled in the same way and may in its discretion use or cast some of its votes only.
- (k) The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Bondholder for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Bondholders that consent at the relevant Bondholders' Meeting or in a Written Procedure within the time period stipulated for the consideration to be payable or the time period for replies in the Written Procedure, as the case may be.
- (l) A matter decided at a duly convened and held Bondholders' Meeting or by way of Written Procedure is binding on all Bondholders, irrespective of them being present or represented at the Bondholders' Meeting or responding in the Written Procedure. The Bondholders that have not adopted or voted for a decision shall not be liable for any damages that this may cause other Bondholders.
- (m) All reasonable costs and expenses incurred by the Issuer or the Trustee for the purpose of convening a Bondholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Trustee, shall be paid by the Issuer.
- (n) If a decision shall be taken by the Bondholders on a matter relating to the Finance Documents, the Issuer shall promptly at the request of the Trustee provide the Trustee with a certificate specifying the number of Bonds owned by Group Companies or (to the best knowledge of the Issuer) its Affiliates, irrespective of whether such person is directly registered as owner of such Bonds. The Trustee shall not be responsible for the accuracy of such certificate or otherwise be responsible to determine whether a Bond is owned by a Group Company.
- (o) Information about decisions taken at a Bondholders' Meeting or by way of a Written Procedure shall promptly be sent by notice to the Bondholders and published on the websites of the Issuer and the Trustee, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Bondholders' Meeting or Written Procedure shall at the request of a Bondholder be sent to it by the Issuer or the Trustee, as applicable.

20. Bondholders' Meeting

- (a) The Trustee shall convene a Bondholders' Meeting by sending a notice thereof to each Bondholder no later than five (5) Business Days after receipt of a request from the Issuer or the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons).
- (b) Should the Issuer want to replace the Trustee, it may convene a Bondholders' Meeting in accordance with Clause 20(a) (*Bondholders' Meeting*) with a copy to the Trustee. After a request from the Bondholders pursuant to

Clause 23.4(c) (*Replacement of the Trustee*), the Issuer shall no later than five (5) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Bondholders' Meeting in accordance with Clause 20(a) (*Bondholders' Meeting*).

- (c) The notice pursuant to Clause 20(a) (*Bondholders' Meeting*) shall include (i) time for the meeting, (ii) place for the meeting, (iii) agenda for the meeting (including each request for a decision by the Bondholders) and (iv) a specification of the CSD Business Day at the end of which a person must be registered as a Bondholder in order to be entitled to exercise voting rights at the meeting, and (v) a form of power of attorney. Only matters that have been included in the notice may be resolved upon at the Bondholders' Meeting. Should prior notification by the Bondholders be required in order to attend the Bondholders' Meeting, such requirement shall be included in the notice.
- (d) The Bondholders' Meeting shall be held no earlier than ten (10) Business Days and no later than twenty (20) Business Days from the notice.
- (e) Without amending or varying these Terms and Conditions, the Trustee may prescribe such further regulations regarding the convening and holding of a Bondholders' Meeting as the Trustee may deem appropriate. Such regulations may include a possibility for Bondholders to vote without attending the meeting in person.

21. Written Procedure

- (a) The Trustee shall instigate a Written Procedure no later than five (5) Business Days after receipt of a request from the Issuer or the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a communication to each such person who is registered as a Bondholder on the Business Day prior to the date on which the communication is sent.
- (b) Should the Issuer want to replace the Trustee, it may send a communication in accordance with Clause 21(a) (*Written Procedure*) to each Bondholder with a copy to the Trustee.
- (c) A communication pursuant to Clause 21(a) (*Written Procedure*) shall include (i) each request for a decision by the Bondholders, (ii) a description of the reasons for each request, (iii) a specification of the CSD Business Day on which a person must be registered as a Bondholder in order to be entitled to exercise voting rights, (iv) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney, and (v) the stipulated time period within which the Bondholder must reply to the request (such time period to last at least ten (10) Business Days from the communication pursuant to Clause 21(a)) (*Written Procedure*). If the voting shall be made electronically, instructions for such voting shall be included in the communication.
- (d) When the requisite majority consents of the total Adjusted Nominal Amount pursuant to Clauses 19(e) (*Decisions by Bondholders*) and 19(f) (*Decisions by*

Bondholders) have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 19(e) or 19(f) (*Decisions by Bondholders*), as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

22. Amendments and Waivers

- (a) The Issuer and the Trustee (acting on behalf of the Bondholders) may agree to amend the Finance Documents or waive any provision in a Finance Document, provided that:
 - (i) such amendment or waiver is not detrimental to the interest of the Bondholders, or is made solely for the purpose of rectifying obvious errors and mistakes;
 - (ii) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or
 - (iii) such amendment or waiver has been duly approved by the Bondholders in accordance with Clause 19 (*Decisions by Bondholders*).
- (b) The Trustee shall promptly notify the Bondholders of any amendments or waivers made in accordance with Clause 22(a) (*Amendments and Waivers*), setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to the Finance Documents are published in the manner stipulated in Clause 14.3 (*Publication of Finance Documents*). The Issuer shall ensure that any amendments to these Terms and Conditions are duly registered with the CSD and each other relevant organisation or authority.
- (c) An amendment to the Finance Documents shall take effect on the date determined by the Bondholders Meeting, in the Written Procedure or by the Trustee, as the case may be.

23. Appointment and Replacement of the Trustee

23.1 Appointment of the Trustee

- (a) By subscribing for Bonds, each initial Bondholder, and, by acquiring Bonds each subsequent Bondholder appoint:
 - (i) the Trustee to act as its agent and representative in all matters relating to the Bonds and the Finance Documents, and authorises the Trustee to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Terms and Conditions) in any legal or arbitration proceedings relating to the Bonds held by such Bondholder and to exercise such rights, powers, authorities and discretions as are specifically delegated to the Trustee by these Terms and Conditions and the Finance Documents together with all such rights, powers, authorities and discretions as are incidental thereto; and

- (ii) agrees to and accepts that, upon the Trustee delivering an acceleration notice in accordance with Clause 17.11 (*Acceleration of the Bonds*), it will be considered to have irrevocably transferred to the Trustee all its procedural rights and legal authority to claim and collect any and all receivables under the Bonds, enforce any Finance Document and to receive any funds in respect of the Bonds or under the Finance Documents (*Fi. prokurasiirto*) as a result of which transfer, the Trustee shall be irrevocably entitled to take all such action in its own name but on behalf of and for the benefit of each Bondholder (at the expense of the Bondholders);
- (b) Each Bondholder shall immediately upon request provide the Trustee and the Security Agent with any such documents, including a written power of attorney (in form and substance satisfactory to the Trustee or the Security Agent, as applicable), that the Trustee or Security Agent (as applicable) deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. Neither the Trustee nor the Security Agent is under any obligation to represent a Bondholder which does not comply with such request if due to such failure the Trustee is unable to represent such Bondholder.
- (c) The Issuer shall promptly upon request provide the Trustee with any documents and other assistance (in form and substance satisfactory to the Trustee), that the Trustee deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.
- (d) The Trustee is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Agency Agreement and the Trustee's obligations as Agent under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.

23.2 Duties of the Trustee

- (a) The Trustee shall represent the Bondholders in accordance with the Finance Documents, and, where relevant, in relation to instructions to the Security Agent to enforce the Transaction Security on behalf of the Bondholders.
- (b) When acting in accordance with the Finance Documents, the Trustee is always acting with binding effect on behalf of the Bondholders. The Trustee shall carry out its duties under the Finance Documents in a reasonable, proficient and professional manner, with reasonable care and skill.
- (c) The Trustee shall monitor the compliance by the Issuer with its obligations under these Terms and Conditions on the basis of information made available to it pursuant to the Finance Documents or received from a Bondholder. The Trustee is not obligated to assess the Issuer's financial situation other than as expressly set out in these Terms and Conditions.
- (d) The Trustee is entitled to take any step it in its sole discretion considers necessary or advisable to protect the rights of the Bondholders pursuant to these Terms and Conditions.

- (e) The Trustee is entitled to delegate its duties to other professional parties, provided that such professional parties are selected with due care.
- (f) The Trustee shall treat all Bondholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Bondholders and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other person, other than as explicitly stated in the Finance Documents.
- (g) The Trustee is entitled to engage external experts when carrying out its duties under the Finance Documents. The Issuer shall on demand by the Trustee pay all reasonable costs for external experts engaged after the occurrence of an Event of Default, or for the purpose of investigating or considering (i) an event which the Trustee reasonably believes is or may lead to an Event of Default or (ii) a matter relating to the Issuer which the Trustee reasonably believes may be detrimental to the interests of the Bondholders under the Finance Documents. Any compensation for damages or other recoveries received by the Trustee from external experts engaged by it for the purpose of carrying out its duties under the Finance Documents shall be distributed in accordance with Clause 18 (*Distribution of Proceeds*).
- (h) Notwithstanding any other provision of the Finance Documents to the contrary, the Trustee is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- (i) If in the Trustee's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Trustee) in complying with instructions of the Bondholders, or taking any action at its own initiative, will not be covered by the Issuer, the Trustee may refrain from acting in accordance with such instructions, or taking such action, until it has received such indemnities (or adequate Security has been provided therefore) as it may reasonably require.
- (j) The Trustee shall give a notice to the Bondholders (i) before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Trustee under the Finance Documents or the Agency Agreement or (ii) if it refrains from acting for any reason described in Clause (i) above.

23.3 Limited liability for the Trustee

- (a) The Trustee will not be liable to the Bondholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its negligence or wilful misconduct. The Trustee shall never be responsible for indirect loss.
- (b) The Trustee shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts engaged by the Trustee or if the Trustee has acted with reasonable care in a situation when the Trustee considers that it is detrimental to the interests of

the Bondholders to delay the action in order to first obtain instructions from the Bondholders.

- (c) The Trustee shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance Documents to be paid by the Trustee to the Bondholders, provided that the Trustee has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Trustee for that purpose.
- (d) The Trustee shall have no liability to the Bondholders for damage caused by the Trustee acting in accordance with instructions of the Bondholders given in accordance with Clause 19 (*Decisions by Bondholders*) or a demand by Bondholders given pursuant to Clause 17.11(b) (*Acceleration of the Bonds*).
- (e) Any liability towards the Issuer which is incurred by the Trustee in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Bondholders under the Finance Documents.

23.4 Replacement of the Trustee

- (a) Subject to Clause 23.4(f) (*Replacement of the Trustee*), the Trustee may resign by giving notice to the Issuer and the Bondholders, in which case the Bondholders shall appoint a successor Trustee at a Bondholders' Meeting convened by the retiring Trustee or by way of Written Procedure initiated by the retiring Trustee.
- (b) Subject to Clause 23.4(f) (*Replacement of the Trustee*), if the Trustee is Insolvent, the Trustee shall be deemed to resign as Trustee with immediate effect and the Issuer shall within ten (10) Business Days appoint a successor agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- (c) A Bondholder (or Bondholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice may only be validly given by a person who is a Bondholder on the Business Day immediately following the day on which the notice is received by the Issuer and shall, if given by several Bondholders, be given by them jointly), require that a Bondholders' Meeting is held for the purpose of dismissing the Trustee and appointing a new Trustee. The Issuer may, at a Bondholders' Meeting convened by it or by way of Written Procedure initiated by it, propose to the Bondholders that the Trustee be dismissed and a new Trustee appointed.
- (d) If the Bondholders have not appointed a successor Trustee within ninety (90) days after (i) the earlier of the notice of resignation was given or the resignation otherwise took place or (ii) the Trustee was dismissed through a decision by the Bondholders, the Issuer shall appoint a successor Trustee which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.

- (e) The retiring Trustee shall, at its own cost, make available to the successor Trustee such documents and records and provide such assistance as the successor Trustee may reasonably request for the purposes of performing its functions as Trustee under the Finance Documents.
- (f) The Trustee's resignation or dismissal shall only take effect upon the appointment of a successor Trustee and acceptance by such successor Trustee of such appointment and the execution of all necessary documentation to effectively substitute the retiring Trustee.
- (g) Upon the appointment of a successor, the retiring Trustee shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of the Finance Documents and remain liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Trustee. Its successor, the Issuer and each of the Bondholders shall have the same rights and obligations amongst themselves under the Finance Documents as they would have had if such successor had been the original Trustee.
- (h) In the event that there is a change of the Trustee in accordance with this Clause 23.4 (*Replacement of the Trustee*), the Issuer shall execute such documents and take such actions as the new Trustee may reasonably require for the purpose of vesting in such new Trustee the rights, powers and obligation of the Trustee and releasing the retiring Trustee from its further obligations under the Finance Documents and the Agency Agreement.

24. Appointment and Replacement of the Issuing Agent and the Paying Agent

- (a) The Issuer appoints the Issuing Agent and the Paying Agent to manage certain specified tasks under these Terms and Conditions and in accordance with the legislation, rules and regulations applicable to and/or issued by the CSD and relating to the Bonds.
- (b) The Issuing Agent and the Paying Agent may retire from their respective assignment or be dismissed by the Issuer, provided that the Issuer has approved that a commercial bank or securities institution approved by the CSD accedes as new Issuing Agent at the same time as the old Issuing Agent retires or is dismissed. If the Issuing Agent or the Paying Agent is Insolvent, the Issuer shall immediately appoint a new Issuing Agent or Paying Agent, which shall replace the old Issuing Agent or Paying Agent in accordance with these Terms and Conditions.

25. No Direct Actions by Bondholders

- (a) A Bondholder may not take any steps whatsoever against the Issuer to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation (*Fi. yrittysaneeraus*) or bankruptcy (*Fi. konkurssi*) (or

its equivalent in any other jurisdiction) of the Issuer in relation to any of the liabilities of the Issuer under the Finance Documents.

- (b) Clause 25(a) (*No Direct Actions by Bondholders*) shall not apply if the Trustee has been instructed by the Bondholders in accordance with these Terms and Conditions to take certain actions but is legally unable to take such actions.

26. Prescription

- (a) The right to receive payment of the principal of or interest on the Bonds shall be prescribed and become void three (3) years from the date on which such payment became due.
- (b) If a limitation period is duly interrupted in accordance with the Finnish Act on Limitations (*Fi. Laki velan vanhentumisesta 728/2003, as amended*), a new limitation period of at least three (3) years will commence.

27. Notices

- (a) Subject to Clause 27(d) (*Notices*), any notice or other communication to be made under or in connection with the Finance Documents:
 - (i) if to the Trustee, shall be given at the address registered with the Finnish Trade Register on the Business Day prior to dispatch;
 - (ii) if to the Issuing Agent, shall be given at the address registered with the Finnish Trade Register on the Business Day prior to dispatch;
 - (iii) if to the Issuer, to the following address:

Forchem Oy
Maanpäätie 3
26820 Rauma
Finland
 - (iv) if to the Bondholders, shall be given at their addresses as registered with the CSD, on the Business Day prior to dispatch, and by either courier delivery or letter for all Bondholders.
- (b) Any notice to the Bondholders shall also be published on the websites of the Issuer and the Trustee.
- (c) Any notice or other communication made by one person to another under or in connection with the Finance Documents shall be sent by way of courier, personal delivery, e-mail or letter and will only be effective, in case of courier or personal delivery, when it has been left at the address specified in Clause 27(a) (*Notices*) or, in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 27(a) (*Notices*), or, in the case of e-mail, when received in readable form.

- (d) If an Event of Default is continuing, any notice or other communication made by the Trustee to the Issuer under or in connection with the Finance Documents may, provided that the Trustee deems it necessary in order to preserve the Bondholders' rights under the Finance Documents, be sent by email and will be effective on the Business Day of dispatch, when received in readable form (unless a delivery failure message was received by the Trustee), save that any notice or other communication sent by email that is sent after 5.00 pm in the place of receipt shall be deemed only to become effective on the following Business Day. Any notice or other communication to be sent by email by the Trustee to the Issuer in accordance with Clause 27(c) (*Notices*) above shall be sent to the email addresses most recently notified by the Issuer in writing to the Trustee.

28. Taxation

The Issuer shall pay any stamp duty and other public fees accruing in connection with the Bond Issue, but not in respect of trading in the secondary market (except to the extent required by applicable laws), and shall deduct at source any applicable withholding tax payable pursuant to law.

29. Governing Law and Jurisdiction

- (a) These Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Finland.
- (b) The Issuer submits to the non-exclusive jurisdiction of the Finnish courts with the District Court of Helsinki (Fi: *Helsingin käräjäoikeus*) as the court of first instance.
- (c) Clauses 29 (*Governing Law and Jurisdiction*) (a) and (b) above shall not limit the right of the Trustee (or the Bondholders, as applicable) to take proceedings against the Issuer in any court which may otherwise exercise jurisdiction over the Issuer or any of its assets.

[Signature page to follow]

We hereby certify that the above terms and conditions are binding upon ourselves.

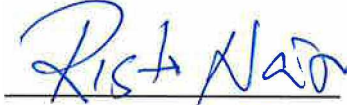
Place: Helsinki, Finland

Date: 1 July 2015

For and behalf of

Forchem Oy

as Issuer

A handwritten signature in blue ink that reads "Risto Näsä". The signature is written in a cursive style and is positioned above a horizontal line.

By: RISTO NÄSÄ

We hereby undertake to act in accordance with the above terms and conditions to the extent they refer to us.

Place: Helsinki, Finland

Date: _____ 2015

Nordic Trustee Oy

as Trustee

By:

We hereby certify that the above terms and conditions are binding upon ourselves.

Place: Helsinki, Finland

Date: _____ 2015

For and behalf of

Forchem Oy

as Issuer

By:

We hereby undertake to act in accordance with the above terms and conditions to the extent they refer to us.

Place: Helsinki, Finland

Date: 1 July 2015

Nordic Trustee Oy

as Trustee



By: SAMI MIETTINEN