

Stockholm, 26 September 2017

To the holders of bonds in:

ISIN SE0008434880 – FastPartner AB (publ) maximum SEK 1,000,000,000 senior unsecured floating rate bonds 2016/2020

NOTICE OF WRITTEN PROCEDURE – REQUEST FOR APPROVAL OF AMENDMENT

Summary of information

- Nordic Trustee & Agency AB (publ) acts as agent (the "**Agent**") for the holders of the bonds with ISIN SE0008434880 (the "**Holders**" and the "**Bonds**") issued by FastPartner AB (publ) (the "**Issuer**" or "**FastPartner**"). In its capacity as Agent, and as requested by the Issuer, the Agent hereby convenes the Holders to a written procedure (the "**Written Procedure**") whereby Holders can vote for or against the Request, as defined in Section 2.2 herein.
- As set forth in the Request in Section 2.1 and 2.2 herein, the Issuer proposes that the definition Permitted Debt of the terms and conditions of the Bonds is amended in order for the Issuer to be able to issue commercial papers under a contemplated commercial paper programme and commercial papers under any future commercial paper programme whose maturity dates and repayment dates occur before the Bonds have been redeemed in full and before any other final redemption dates or repayment dates of the Issuer's from time to time outstanding bond loans.
- For a more comprehensive description of the background to the proposed amendment, please see Section 1 herein.
- Subject to a requisite majority of the Holders having approved the Request in *each* of the Issuer's four outstanding bond loans, the Issuer offers the Holders a one-time consent fee of 0.02 per cent. of the Nominal Amount of the respective Holders' holdings of Bonds (the "**Consent Fee**"), as further described in Section 2.3 herein.
- Holders participate by completing and sending the voting form, attached hereto as Schedule 1 (the "**Voting Form**"), and, if applicable, the power of attorney/authorisation, attached hereto as Schedule 2 (the "**Power of Attorney**") (in accordance with the instructions set out in Section 3.4 (*Bonds registered with a nominee*)) to the Agent). Please contact the securities firm through which you hold your Bonds if you do not know how your Bonds are registered or if you require authorisation or other assistance to participate.
- The Agent must be in receipt of the Voting Form no later than by 17:00 (CEST) on 13 October 2017 either by regular mail, courier or e-mail to the Agent using the contact details set out in Section 3.7 (Address for sending replies) below. Votes received thereafter will be disregarded. To be eligible to participate in the Written Procedure, a person must meet the criteria for being a Holder on 6 October 2017 (the "**Record Date**"). This means that the person must be registered on a Securities Account with the CSD, as a direct registered owner (Sw. *direktregistrerad ägare*) or nominee (Sw. *förvaltare*) with respect to one or several Bonds.
- For further information about the requirements for the Written Procedure, please see Section 3 herein.

Important information:

This voting request for procedure in writing has been sent on 26 September 2017 to holders of bonds directly registered in the debt register (Sw. skuldbok) kept by the CSD. If you are a nominee under the Central Securities Depositories and Financial Instruments Accounts Act or if you otherwise are holding Bonds on behalf of someone else on a Securities Account, please forward this notice to the holder you represent as soon as possible. For further information, please see below under [Section 3.4](#) (Voting rights and authorisation).

All capitalised terms used herein and not otherwise defined in this notice (the "Notice") shall have the meanings assigned to them in the terms and conditions for the Bonds (the "Terms and Conditions").

1. Background

As communicated by the Issuer in the interim report of the second quarter 2017, FastPartner is reviewing its portfolio of loans issued by credit institutions classified as current liabilities due to amortisation or maturity within 12 months. FastPartner has an ongoing discussion with its main banks regarding margins and maturities for the part of the loan portfolio with short maturities, and FastPartner believes that the prospects to refinance these loans on existing market conditions through market loans are beneficial for the Issuer.

Due to the beneficial market conditions, the Issuer intends to, in near-time, repay SEK two (2) billion of its loan portfolio to credit institutions and intends to refinance this part of the loan portfolio with an unsecured commercial paper programme of the same amount. As the Issuer's contemplated repayment of the credit institution loans are to be made shortly, FastPartner will use a revolving credit amounting to SEK two (2) billion for the refinancing. Furthermore, in connection with the repayment of the loans from the credit institutions, the Issuer will issue the unsecured commercial paper programme, from which the net proceeds received successively will be used to repay the revolving credit. When commercial papers have been issued to the maximum amount of SEK two (2) billion, the Issuer will thus have an unutilized revolving credit which can be used as a back-up for the commercial paper program, if needed in future.

The Issuer has, as part of its financing, four outstanding bond loans; ISIN SE0005798725, SE0006510210, SE0007576947 and SE0008434880 (the "Bond Loans"). According to the terms and conditions of the Bond Loans, the Issuer and its Subsidiaries are prohibited to incur any new, or prolong any existing, Financial Indebtedness unless it constitutes Permitted Debt.

The definition of Financial Indebtedness includes *inter alia* monies borrowed or raised, *i.e.* for example loans from credit institutions, and also includes Market Loans. A Market Loan is defined as any loan or other indebtedness where an entity issues commercial papers, certificates *etcetera*, if such instruments and securities are, or can be, subject to trade on Nasdaq Stockholm or any Regulated or unregulated market place.

Incurrence of loans from credit institutions (including revolving credits) and commercial papers are permitted according to the Terms and Conditions of the Bond Loans if the applicable prerequisites of the definition "Permitted Debt" are met. Financial Indebtedness not being a Market Loan, *i.e.* loans from credit institutions (including revolving credits), are thus permitted, provided that the applicable Incurrence Test (*pro forma* including such

incurrence) is met. Hence, in such case, there are no restrictions on incurring bank debt or revolving credits.

The contemplated commercial papers constitute Market Loans according to the Terms and Conditions of the Bond Loans, and such issuance is only permitted provided that (i) the Incurrence Test is met, (ii) the commercial papers rank *pari passu* or are subordinated to the obligations of the Issuer under the Bonds, and provided that the commercial papers (iii) have a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the Bonds have been redeemed. Except for condition (iii), all other abovementioned criteria will be satisfied before issuing the contemplated commercial papers under the SEK two (2) billion commercial paper programme. The commercial papers to be issued under the programme will have maturity periods in a range of one day up to one year from the day the commercial papers are issued, hence shorter terms to maturity than the bonds under the Bond Loans.

In order for the Issuer to be able to issue commercial papers whose maturity dates and repayment dates occur before the bonds under the Bond Loans have been redeemed in full, the Issuer proposes to amend the Terms and Conditions of the Bond Loans.

The Issuer proposes that an amendment is made in accordance with the proposal as further described in Section 2 below, provided that the Incurrence Test (*pro forma*) is met and the commercial papers rank *pari passu* or are subordinated the obligations under the Bonds, the Issuer may *from time to time* incur commercial papers (including but not limited to the contemplated SEK two (2) billion commercial paper programme in question).

The Issuer is of the opinion that the Holders would not be adversely affected considering that the contemplated refinancing of the loans from credit institutions would benefit the Group and indirectly the Holders since the terms of the commercial papers will be more advantageous to the Issuer compared to terms of for example a new bank loan and that the issuance of the contemplated commercial papers under the SEK two (2) billion commercial paper programme and the repayment of the bank loans will not incur any additional debt and furthermore, that if the Issuer in the future would issue additional commercial papers under any new commercial paper programme such issuance would, similar to the contemplated SEK two (2) billion commercial paper programme, be subject to the Incurrence Test and the commercial papers would rank *pari passu* or be subordinated the obligations of the Issuer under the Bonds.

2. Proposal

2.1 Amendments of the Terms and Conditions

The proposed amendments to the Terms and Conditions is set out below where the blue text means additions.

The Issuer proposes that the definition of Permitted Debt is amended as set forth in the following.

<i>Current wording</i>	<i>Proposed new wording</i>
<p>“Permitted Debt” means any Financial Indebtedness:</p> <p>(a) related to any agreements under which a Group Company leases office space (Sw. <i>kontorshyresavtal</i>) provided that such Financial Indebtedness is incurred in the ordinary course of such Group Company’s business;</p> <p>(b) taken up from a Group Company;</p> <p>(c) arising under a derivative transaction entered into by a Group Company in connection with protection against or benefit from fluctuation in any rate or price where such exposure arises in the ordinary course of business or in respect of payments to be made under these Terms and Conditions or pursuant to cash management purposes (excluding for the avoidance of doubt any derivative transaction which in itself is entered into for investment or speculative purposes);</p> <p>(d) incurred in the ordinary course of business under Advance Purchase Agreements;</p> <p>(e) incurred under these Terms and Conditions (including Bonds issued in any Subsequent Bond Issue, if such Subsequent Bond Issue meets the Incurrence Test, tested <i>pro forma</i> including such incurrence);</p> <p>(f) incurred by any Group Company if such Financial Indebtedness is not a Market Loan and meets the Incurrence Test, tested <i>pro forma</i> including such incurrence or if</p>	<p>“Permitted Debt” means any Financial Indebtedness:</p> <p>(a) related to any agreements under which a Group Company leases office space (Sw. <i>kontorshyresavtal</i>) provided that such Financial Indebtedness is incurred in the ordinary course of such Group Company’s business;</p> <p>(b) taken up from a Group Company;</p> <p>(c) arising under a derivative transaction entered into by a Group Company in connection with protection against or benefit from fluctuation in any rate or price where such exposure arises in the ordinary course of business or in respect of payments to be made under these Terms and Conditions or pursuant to cash management purposes (excluding for the avoidance of doubt any derivative transaction which in itself is entered into for investment or speculative purposes);</p> <p>(d) incurred in the ordinary course of business under Advance Purchase Agreements;</p> <p>(e) incurred under these Terms and Conditions (including Bonds issued in any Subsequent Bond Issue, if such Subsequent Bond Issue meets the Incurrence Test, tested <i>pro forma</i> including such incurrence);</p> <p>(f) incurred by any Group Company if such Financial Indebtedness is not a Market Loan and meets the Incurrence Test, tested <i>pro forma</i> including such incurrence or if</p>

<p>such Financial Indebtedness is a Market Loan, if such Market Loan is issued by an acquired entity prior to such entity becoming a Group Company provided that the Incurrence Test is met tested <i>pro forma</i> including such incurrence (for the avoidance of doubt, if such Market Loan constitutes a bond loan any issue of subsequent bonds (tap issues) under such loan shall also be permitted provided that the Incurrence Test (at the time of such incurrence) is met, tested <i>pro forma</i> including such incurrence); or</p> <p>(g) incurred by the Issuer if such Financial Indebtedness (a) is a Market Loan and (i) the Incurrence Test is met, tested <i>pro forma</i> including such incurrence, (ii) ranks <i>pari passu</i> with, or is subordinated to, the obligations of the Issuer under these Terms and Conditions and (iii) has a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the Final Redemption Date or (b) is a Market Loan constituting an issue of subsequent bonds (tap issues) under any of the Issuer’s outstanding bond loans as of the Issue Date, provided that the Incurrence Test is met, tested <i>pro forma</i> including such incurrence.</p>	<p>such Financial Indebtedness is a Market Loan, if such Market Loan is issued by an acquired entity prior to such entity becoming a Group Company provided that the Incurrence Test is met tested <i>pro forma</i> including such incurrence (for the avoidance of doubt, if such Market Loan constitutes a bond loan any issue of subsequent bonds (tap issues) under such loan shall also be permitted provided that the Incurrence Test (at the time of such incurrence) is met, tested <i>pro forma</i> including such incurrence); or</p> <p>(g) incurred by the Issuer if such Financial Indebtedness (a) is a Market Loan and (i) the Incurrence Test is met, tested <i>pro forma</i> including such incurrence, (ii) ranks <i>pari passu</i> with, or is subordinated to, the obligations of the Issuer under these Terms and Conditions and (iii) has a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the Final Redemption Date, or are commercial papers which can have a term to maturity of one year or less, issued by the Issuer under any commercial paper programme, or (b) is a Market Loan constituting an issue of subsequent bonds (tap issues) under any of the Issuer’s outstanding bond loans as of the Issue Date, provided that the Incurrence Test is met, tested <i>pro forma</i> including such incurrence.</p>
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2.2 Consent to the request

The Holders are hereby requested to approve the amendments to the Terms and Conditions set out in Section 2.1 above (the “Request”).

2.3 Consent Fee

Subject to a requisite majority of the Holders having approved the Request in *each* Bond Loan, the Issuer offers the Holders a one-time consent fee of 0.02 per cent. of the Nominal Amount of the respective Holders’ holdings of Bonds (the “Consent Fee”).

The Consent Fee will be payable to all persons who are registered as Holders in the Issuer’s debt register kept by Euroclear Sweden five (5) Business Days from the day when the Request in *all four* Bond Loans shall be deemed to have been adopted as described in Section 3.2 below (subject to the Request being approved at the first Written Procedure in all Bond Loans), (the “Consent Fee Record Date”) and the payment of the Consent Fee is expected to be made on the fifth (5th) Business Day after the Consent Fee Record Date through Euroclear Sweden’s account based system.

2.4 Effective Date

The Request shall be deemed approved immediately upon expiry of the voting period and receipt of the required majority as set forth in Section 3.6 or if earlier, when a requisite majority of consents of the Adjusted Nominal Amount have been received by the Agent.

The Issuer and the Agent shall, in order to implement and effectuate the Request, enter into amended and restated Terms and Conditions. In addition to the aforementioned, the Issuer and the Agent may agree to take any other action deemed required in order to implement the Request.

The Agent will notify the Holders of the date from which the amendments of the Terms and Conditions become effective.

2.5 Non-reliance

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

3. Written Procedure

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

3.1 Final date to participate in the Written Procedure

The Agent must have received the votes by regular mail, courier or e-mail to the address indicated below no later than 17:00 (CEST) on 13 October 2017. Votes received thereafter will be disregarded.

3.2 Decision procedure

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

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

Information about the decision(s) taken under the Written Procedure will (i) be sent by notice to the Holders and (ii) be published on the websites of the Issuer and the Agent. The information will also be published in a press release.

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

3.3 Voting rights and authorisation

Anyone who wishes to participate in the Written Procedure must, on the Record Date 6 October 2017, be registered in the Issuer's debt register as:

- (a) a direct registered owner of a Securities Account; or
- (b) a nominee in a Securities Account, with respect to one or several Bonds.

3.4 Bonds registered with a nominee

If you are not registered as a direct registered owner, but your Bonds are held through a registered nominee or another intermediary, you may have two different options to influence the voting for the Bonds.

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

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

The Agent recommends that you contact the securities firm that holds the Bonds on your behalf for assistance, if you wish to participate in the Written Procedure and do not know how your Bonds are registered or need authorisation or other assistance to participate. Bonds owned by Group Companies or (to the knowledge of the Issuer) their Affiliates do not entitle to any voting rights.

3.5 Quorum

In order to form a quorum, Holders representing at least fifty (50.00) per cent. of the Adjusted Nominal Amount must reply to the Request under the Written Procedure.

If a quorum does not exist, the Agent shall initiate a second Written Procedure, provided that the Issuer has confirmed that the relevant proposal has not been withdrawn by the Issuer. No quorum requirement will apply to such second Written Procedure.

3.6 Majority

To approve the Request, at least seventy-five (75.00) per cent. of the Adjusted Nominal Amount for which Holders reply in the Written Procedure must consent to the Request.

3.7 Address for sending replies

Return the Voting Form, Schedule 1, and, if applicable, the Power of Attorney/Authorisation in Schedule 2, by regular mail, scanned copy by e-mail, or by courier to:

By regular mail:

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

By courier:

Nordic Trustee & Agency AB (publ)
Attn: Written Procedure/FastPartner
Norrandsgatan 23
SE-111 43 Stockholm

By e-mail:

E-mail: sweden@nordictrustee.com

3.8 Further information

For questions regarding the administration of the Written Procedure, please contact the Agent at sweden@nordictrustee.com or +46 8 783 79 00.

For questions regarding the amendments, please contact Daniel Gerlach, CFO at FastPartner, at daniel.gerlach@fastpartner.se.

Stockholm, 26 September 2017

NORDIC TRUSTEE & AGENCY AB (PUBL)

As Agent

Enclosed:

Schedule 1	Voting Form
Schedule 2	Power of Attorney/Authorisation

VOTING FORM

Schedule 1

For the Holders' meeting by way of Written Procedure in FastPartner AB (publ)'s bond issue with ISIN:

ISIN SE0008434880 – FastPartner AB (publ) maximum SEK 1,000,000,000 senior unsecured floating rate bonds 2016/2020

The undersigned Holder or authorised person/entity (the “**Voting Person**”), votes either **For** or **Against** the Request by marking the applicable box below.

NOTE: If the Voting Person is not registered as Holder (as defined in the Terms and Conditions), the Voting Person must enclose a Power of Attorney/Authorisation, see Schedule 2. Holders should note that a Voting Form given (unless validly revoked) in respect of the Written Procedure shall remain valid for any second Written Procedure held, should the quorum requirement not be met.

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Written Procedure from FastPartner AB (publ) dated 26 September 2017.

For the Request

Against the Request

The undersigned hereby confirms (put a cross in the appropriate box) that this voting form shall constitute a vote also for a second Written Procedure (if any) pursuant to the Terms and Conditions with respect to the Request:

Confirmed

Not confirmed

Name of the Voting Person: _____

Capacity of the Voting Person: _____

Holder: _____

¹

authorised person: _____

²

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

Securities Account number at Euroclear Sweden:
(if applicable) _____

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

Nominal Amount voted for (in SEK): _____

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

Authorised signature and Name ³

Place, date:

¹ When voting in this capacity, no further evidence is required.

² When voting in this capacity, the person/entity voting must also enclose Power of Attorney/Authorisation (Schedule 2) from the Holder or other proof of authorisation showing the number of votes held on the Record Date (as defined in the Notice of Written Procedure from FastPartner AB (publ) dated 26 September 2017).

³ If the undersigned is not a Holder according to the Terms and Condition and has marked the box "authorised person", the undersigned – by signing this document – confirms that the Holder has been instructed to refrain from voting for the number of votes cast with this Voting Form.

POWER OF ATTORNEY/AUTHORISATION

Schedule 2

For the Holders' meeting by way of Written Procedure in FastPartner AB (publ)'s bond issue with ISIN:

ISIN SE0008434880 – FastPartner AB (publ) maximum SEK 1,000,000,000 senior unsecured floating rate bonds 2016/2020

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

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Written Procedure from FastPartner AB (publ) 26 September 2017.

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

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

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

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

We represent an aggregate Nominal Amount of: SEK _____

We are:

Registered as Holder on the Securities Account

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

Place, date: _____

Name:

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