

To the holders in:

ISIN: FI4000198122 – SRV Group Plc EUR 100,000,000 senior unsecured callable fixed rate notes

NOTICE OF WRITTEN PROCEDURE – REQUEST TO AMEND THE TERMS AND CONDITIONS

This request for a Written Procedure has been published and sent on 4 May 2020 to Noteholders directly registered as of 30 April 2020 in the holder register kept by the CSD. If you are holding Notes on behalf of someone else on a book-entry account, please forward this notice to the Noteholder you represent as soon as possible. For further information, please see below under Section 5.4 (*Voting rights and authorisation*).

<u>Key information:</u>	
Record Time for being eligible to vote:	End of CSD Business Day on 30 April 2020.
Deadline for voting:	5 p.m. (Finnish time) on 27 May 2020.
Quorum requirement:	At least fifty (50) per cent. of the Adjusted Nominal Amount.
Majority requirement:	At least 75 per cent. of the Adjusted Nominal Amount for which Noteholders reply in the Written Procedure.

Nordic Trustee Oy acts as agent (the "**Agent**") for the holders of notes (the "**Noteholders**") in the above mentioned note issue with ISIN FI4000198122 (the "**Notes**") issued by SRV Group Plc (the "**Issuer**"). In its capacity as Agent, and as requested by the Issuer, the Agent hereby initiates a procedure in writing (the "**Written Procedure**"), whereby Noteholders can vote for or against the Request (as defined in Section 2 (*Request*) below).

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

Noteholders participate by completing and sending the voting form, attached hereto as Schedule 1 (the "**Voting Form**"), and, if applicable, the power of attorney, attached hereto as Schedule 2 (the "**Power of Attorney**") or other sufficient evidence, if the Notes are held in custody other than by the CSD, to the Agent. Please contact the securities firm through which you hold your Notes if you do not know how your Notes are registered or if you need authorisation or other assistance to participate.

If the Request is duly approved, the Issuer will pay all Noteholders an amount equal to 0.35 per cent. of the Nominal Amount of the Notes held by each Noteholder.

The Agent must receive the Voting Form no later than 5 p.m. (Finnish time) on 27 May 2020 either by mail, courier or email to the Agent using the contact details set out in Section 5.8 (*Address for sending replies*) below. Votes received thereafter may be disregarded.

To be eligible to participate in the Written Procedure, a person must meet the criteria for being a Noteholder at the end of the CSD Business Day on 30 April 2020 (the "**Record Time**"). This means that the person must be registered on a book-entry account with the CSD, as a directly registered owner (Fin: *omistaja*) or nominee (Fin: *hallintarekisteröinnin hoitaja*) with respect to one or several Notes.

BACKGROUND

On 6 February 2020, the Issuer announced having resolved on new actions under its recovery programme, which was initially announced on 31 October 2019. The Issuer announced that it would sell its stake in REDI, reduce its ownership in the Tampere Central Deck and Arena project and commence measures to strengthen its equity. Simultaneously the Issuer had agreed with its principal lenders on the conversion of its existing EUR 100 million revolving credit facility into two separate revolving credit facilities of EUR 60 million and EUR 40 million.

The purpose of the aforementioned actions was to improve the Issuer's balance sheet, liquidity and financial position significantly by the end of the second quarter of 2020. In addition, the Issuer will be reviewing its strategy during 2020.

The sale of the Issuer's stake in REDI and the reduction of the Issuer's ownership in the Tampere Central Deck and Arena project have been completed. The Issuer has also entered into a revolving credit facility agreement for the conversion of its existing EUR 100 million revolving credit facility into two separate revolving credit facilities of EUR 60 million and EUR 40 million.

In addition, the board of directors of the Issuer has resolved to pursue two share issues, the aggregate size of which would be up to approximately EUR 142 million.

In the first share issue, new shares would be offered in a directed share issue to the holders of the Issuer's hybrid notes in order to convert the hybrid notes into shares. In the directed share issue, the subscription price would be paid by setting off the Issuer's hybrid notes. The size of the pursued share issue would correspond to the total nominal amount of the hybrid notes and accrued interest, and would be approximately EUR 92 million. Ilmarinen Mutual Pension Insurance Company, Pohjola Insurance Ltd and OP Life Assurance Company Ltd as well as Pontos Ltd have committed to SRV to subscribe for new shares in SRV with the hybrid notes in the directed share issue for an aggregate amount of approximately EUR 51 million in principal amount of the hybrid notes, and together with the accrued interest, for an aggregate amount of approximately EUR 57 million. The aforementioned commitments have been issued with the subscription price of EUR 1.05 per share.

The second share issue would be a rights issue of up to EUR 50 million. SRV has received commitments for an aggregate amount of EUR 40 million from Ilmarinen Mutual Pension Insurance Company, Pohjola Insurance Ltd, OP Life Assurance Company Ltd, Varma Mutual Pension Insurance Company, Tiiviste-Group Oy and Pontos Ltd to subscribe for new shares in SRV in the rights issue. The subscription price would be paid in cash.

The annual general meeting of shareholders convening on 26 March 2020 granted share issue authorisations, as proposed by the Issuer's board of directors, in order to resolve on the aforementioned share issues. Both share issues are intended to be carried out by the end of the second quarter of 2020. Danske Bank A/S, Finland Branch, will act as the lead manager in the directed share issue and the rights issue.

On 31 March 2020, the Issuer agreed on a loan arrangement, where OP Life Assurance Company Ltd, Pohjola Insurance Ltd and AS Pontos Baltic, a subsidiary of Pontos Ltd, grant SRV a capital loan in the aggregate amount of EUR 9 million. The purpose of the capital loan is to strengthen SRV's capital structure and to facilitate securing compliance with the covenants contained in SRV's financing agreements. The capital loan becomes due and payable on 1 February 2022, provided that the prerequisites for repayment are met. The lenders of the loan may, however, pay for new shares subscribed for in the contemplated rights issue announced by SRV on 6 February 2020 by setting of the principal amount of the capital loan.

The outbreak of the novel coronavirus (COVID-19) and the lockdown measures taken by governments during the start of 2020 have resulted in major disruptions to the global economy and financial markets. In Finland, the Issuer's main operating market, the government has mandated, among other things, restrictions to international travel as well as a ban of gatherings of large groups of people, with increased precautions taken for individuals showing any symptoms of disease.

As of the date of this Notice, the Issuer has only seen limited impact on site resources and material supply, with all of its construction sites being operational. However, the Issuer sees an increased risk of delays to individual projects due to lack of available personnel at several construction sites as well as elevated risk relating to lower income at its Russian shopping malls following the Russian government's decision to temporarily close large parts of the country, including restrictions on stores in shopping malls.

To ensure the Issuer's ability to withstand the potential effects a prolonged COVID-19 pandemic, e.g. a material decrease in apartment sales or shutdown of several construction sites, the Issuer has undertaken prudent measures to ensure the availability of additional working capital financing, which could be sourced from different sources.

2 REQUEST

The Noteholders are hereby requested to approve the requests set forth in Sections 2.1 below (the "**Request**").

2.1 Proposed amendments to the Terms and Conditions

The proposed amendments to the Terms and Conditions are described in the following, where blue and underlined text indicates additions, red and crossed-out text indicates removals and green text indicates moves.

Proposed addition of definition of Capital Notes in Clause 1.1:

"Capital Notes" means the EUR 45,000,000 subordinated fixed-rate 8.750 per cent. capital notes issued by the Issuer on 22 March 2016 (of which EUR 24,500,000 were outstanding as at 31 March 2020) and the EUR 58,400,000 subordinated fixed-rate 12.0 per cent. capital notes issued by the Issuer on 23 May 2019 outstanding from time to time.

Proposed amendment of the definition of Final Maturity Date in Clause 1.1:

"Final Maturity Date" means 23 March ~~2024~~ 2022.

Proposed amendment of the definition of First Call Date in Clause 1.1:

"First Call Date" means ~~23 March 2019~~ the date on which the decision to adopt these amended Terms and Conditions shall be deemed to be adopted pursuant to Clause 16.4.

Proposed amendment of the definition of Interest Payment Date in Clause 1.1:

"Interest Payment Date" means 23 March and 23 September of each year or, to the extent such day is not a CSD Business Day, the CSD Business Day following from the application of the Business Day Convention. The first Interest Payment Date for the Notes shall be 23 March 2017 and the last Interest Payment Date shall be the relevant Redemption Date.

Proposed addition of definition of Liquidity in Clause 1.1:

"Liquidity" means cash at hand, deposits at financial institutions, cash equivalents and amounts available for drawdown under any revolving credit facilities or bilateral overdraft facilities with financial institutions.

Proposed addition of definition of Rights Issue in Clause 1.1:

"Rights Issue" means the contemplated rights issue originally announced by the Issuer on 6 February 2020 in a targeted amount of EUR 50,000,000 (of which commitments for EUR 40,000,000 have been received by the Issuer).

Proposed amendment of the definition of Second Call Date in Clause 1.1:

"Second Call Date" means 23 March ~~2020~~ 2021.

Proposed amendments to Clause 8.1:

8.1 Redemption at maturity

The Issuer shall redeem all of the outstanding Notes in full on the Final Maturity Date with an amount per Note equal to 101.75 per cent. of the Nominal Amount together with accrued but unpaid Interest. If the Final Maturity 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.

Proposed amendments to Clause 8.3:

8.3 Voluntary total redemption (call option)

8.3.1 The Issuer may redeem all, but not only some, of the outstanding Notes in full:

- (a) any time from and including the First Call Date to, but excluding, the Second Call Date at an amount per Note equal to ~~400~~ 103.75 per cent. of the Nominal Amount ~~plus fifty (50) per cent. of the Interest Rate (calculated on the Nominal Amount for one year)~~, together with accrued but unpaid Interest; and
- (b) any time from and including the Second Call Date to, but excluding, the Final Maturity Date at an amount per Note equal to ~~400~~ 102.75 per cent. of the Nominal Amount ~~plus twenty-five (25) per cent. of the Interest Rate (calculated on the Nominal Amount for one year)~~, together with accrued but unpaid Interest.

8.3.2 Redemption in accordance with Clause 8.3.1 shall be made by the Issuer giving not less than fifteen (15) Business Days' notice to the Noteholders and the Agent. Any such notice is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent. Upon expiry of such notice and the fulfilment of the conditions precedent (if any), the Issuer is bound to redeem the Notes in full at the applicable amounts.

Proposed amendments to Clause 10.4:

10.4 Financial undertaking

- (a) The Issuer undertakes that the ratio of Adjusted Equity to Total Assets shall on each Reference Date exceed twenty-six (26) per cent. calculated in accordance with the calculation principles set out in paragraph (b), below. This clause 10.4(a) shall not apply to the Reference Date in respect of the second quarter of 2020, if the Issuer has not received the gross proceeds of the Rights Issue on or prior to such Reference Date.
- (b) The ratio of Adjusted Equity to Total Assets shall be calculated in respect of each Reference Date using the percentage of completion method (in Finnish: osatuloutus) (not pursuant to the IFRIC 15) and determined in accordance with the Accounting Principles as in force on the Issue Date and by reference to the latest financial statements published pursuant to paragraphs (a) and (b) of Clause 9.1.1., and using Reference Date values for balance sheet items.

Proposed amendments to Clause 10.6.4:

10.6.4 Clause 10.6.1 does not apply to:

- ~~(a)~~ any Financial Indebtedness arising under ~~(i) any revolving credit facilities with financial institutions and/or (ii) any commercial paper program in a maximum aggregate principal amount at any time outstanding not exceeding EUR 100,000,000;~~
- (a) any Financial Indebtedness in an outstanding maximum aggregate principal amount not at any time exceeding EUR 137,000,000 and which is:
- (i) arising under any revolving credit facilities with financial institutions;
 - (ii) arising under any commercial paper program;
 - ~~(b)~~ (iii) arising under any bilateral overdraft facilities with credit institutions ~~in a maximum aggregate principal amount at any time outstanding not exceeding EUR 22,000,000;~~
 - ~~(c)~~ (iv) arising under any pension loans from pension insurance companies (in Finnish: *TyEL takaisinlainaus*) ~~in a maximum aggregate principal amount at any time outstanding not exceeding EUR 15,000,000; or and/or~~
 - (v) arising under any other commercial loans, bonds, notes or similar instruments, or hybrid loans, capital loans (Fin: *pääomalaina*) or any other subordinated bonds, notes or similar instruments or loans;
- ~~(d)~~ (b) any Financial Indebtedness existing as at the Issue Date or the First Call Date and any refinancing thereof provided that the principal amount of such refinancing does not exceed the principal amount of the existing Financial Indebtedness being refinanced; or
- (c) any Financial Indebtedness arising under unsecured hybrid loans, capital loans (Fin: *pääomalaina*) or any other subordinated bonds, notes or similar instruments or loans which rank junior to the Notes and whose first call date or maturity date is after the Final Maturity Date.

Proposed addition of definition of Clause 10.9:

10.9 Undertakings relating to the Capital Notes

10.9.1 The Issuer shall, as long as any Note remains outstanding, not redeem or repurchase any Capital Notes, unless such redemption or repurchase is fully financed with any combination of:

- (a) net cash proceeds from the issuance by the Issuer of shares in or any other equity securities of the Issuer;
- (b) net cash proceeds from the issuance by the Issuer of unsecured hybrid

loans, capital loans (Fin: *pääomalaina*) or any other subordinated bonds, notes or similar instruments, or drawdowns of loans, which rank junior to the Notes; and/or

(c) cash at hand and proceeds from the issuance by the Issuer of any unsecured bonds, notes or similar instruments or loans which rank *pari passu* with the Notes and are issued or drawn down for the purpose of financing such redemption or repurchase of Capital Notes, provided that:

(i) Adjusted Equity to Total Assets shall be greater than (30) per cent., calculated in accordance with the calculation principles set out in Clause 10.4(b), as at the last Reference Date when adjusted for the effect of such redemption or repurchase; and

(ii) in respect of the Group, Liquidity, as at the last Reference Date when adjusted for the effect of such redemption or repurchase, amounts to at least EUR 40,000,000.

10.9.2 For the purposes of Clause 10.9.1, any exchange or conversion of Capital Notes into unsecured hybrid loans, capital loans (Fin: *pääomalaina*) or any other subordinated bonds, notes or similar instruments, which rank junior to the Notes, or into shares in or any other equity securities of the Issuer, shall not be deemed to constitute a repurchase or redemption of Capital Notes, including where such exchange or conversion is carried out by way of setting off the principal amount and/or accrued and unpaid interest of any Capital Notes against the subscription price for such loans, bonds, notes, instruments, shares or equity securities.

3 CONSENT

The Noteholders are asked to confirm that the Noteholders agree to the Request.

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 5.7 (*Majority*) 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, the Issuer and the Agent may take any action deemed required in order to implement the Request.

5 WRITTEN PROCEDURE

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

5.1 Approval fee

If the Request is duly approved, the Issuer will pay all Noteholders an amount equal to 0.35 per cent. of the Nominal Amount of the Notes held by each Noteholder (the "**Instruction Fee**").

The Instruction Fee shall be paid through the CSD, subject to the Request having duly been duly approved, to Noteholders registered on the settlement date of the Rights Issue (as defined above) or 30 September 2020 (whichever is earlier) (the "**Instruction Fee Record Date**") as direct registered owners or nominees in the holder register kept by the CSD. The payment of the Instruction Fee shall be made five (5) Business Days after the Instruction Fee Record Date.

5.2 Final date to participate in the Written Procedure

The Agent must have received all votes by mail, courier or email to the address indicated below no later than 5 p.m. (Finnish time) on 27 May 2020. Votes received thereafter may be disregarded.

5.3 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 have been received by the Agent, the Request shall be deemed to be adopted, even if the time period for replies in the Written Procedure has not yet expired.

Information about the decision taken under the Written Procedure will: (a) be sent by notice to the Noteholders and (b) be published on the website of the Issuer and be published by the Agent on stamdata.com.

A matter decided under the Written Procedure will be binding for all Noteholders, irrespective of them responding in the Written Procedure or not.

5.4 Voting rights and authorisation

Anyone who wishes to participate in the Written Procedure must at the Record Time (end of CSD Business Day on 30 April 2020):

- (a) be registered as a direct registered owner of one or several Notes in the holder register kept by the CSD; or
- (b) be registered as nominee with respect to one or several Notes in the holder register kept by the CSD.

5.5 Notes registered with a nominee

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

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

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 Notes 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 Notes on your behalf for assistance, if you wish to participate in the Written Procedure and do not know how your Notes are registered or need authorisation or other assistance to participate. Notes owned by the Issuer, any other entity in the Issuer's Group or an Affiliate of the Issuer do not entitle to any voting rights.

5.6 Quorum

Quorum in respect of the Written Procedure only exists if a Noteholder (or Noteholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount reply to the Request.

If a quorum does not exist in respect of the Written Procedure, the Agent shall initiate a second Written Procedure, provided that the Request has not been withdrawn by the Issuer. The quorum requirement set out above shall not apply to such second or Written Procedure.

5.7 Majority

The Request requires the consent of Noteholders representing at least 75 per cent. of the Adjusted Nominal Amount for which Noteholders reply in the Written Procedure.

5.8 Address for sending replies

Return the Voting Form (Schedule 1), and, if applicable, the Power of Attorney (Schedule 2) or other sufficient evidence, if the Notes are held in custody other than by the CSD, by regular mail, scanned copy by e-mail, or by courier to:

By email:

E-mail: voting.finland@nordictrustee.com

By courier or mail:

Nordic Trustee Oy
Aleksanterinkatu 44
00100 Helsinki, Finland

6 ROLE OF THE AGENT

The role of the Agent under this Written Procedure is solely mechanical and administrative in nature. The information set out herein is presented to the Noteholders without any evaluation, advice or recommendations from the Agent whatsoever. The Agent is not an advisor to any party and has not reviewed or assessed the information set out herein from a legal or commercial perspective of the Noteholders and the Agent expressly disclaims any liability whatsoever related to the content of this Notice (or the effect(s) of the Request, should it be adopted). The Noteholders are recommended to seek legal advice in order to independently evaluate whether the Request (and its effect(s), should it be adopted) are acceptable or not.

7 FURTHER INFORMATION

For further questions regarding the Request, please contact the Issuer at ilkka.pitkanen@srv.fi or +358 40 667 0906.

For further questions regarding the administration of the Written Procedure, please contact the Agent at finland@nordictrustee.com or +358505748556.

Helsinki, 4 May 2020

Nordic Trustee Oy

as Agent

VOTING FORM

For the Written Procedure in SRV Group Plc EUR 100,000,000 senior unsecured callable fixed rate notes (ISIN: FI4000198122). The undersigned Noteholder 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 Noteholder (as defined in the Terms and Conditions), the Voting Person must enclose a Power of Attorney (see Schedule 2).*

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Written Procedure dated 4 May 2020.

For the Request

Against the Request

Name of the Voting Person:

Capacity of the Voting Person:

Noteholder¹

Authorised person²

Voting Person's register/identity number and country of incorporation/domicile:

Book-entry account number in the CSD:
(if applicable)

Name of account operator of the book-entry account:
(if applicable)

Nominal Amount voted (in EUR):

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

Authorised signature and name³

Place and 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 a Power of Attorney (Schedule 2) from the Noteholder or other proof of authorisation showing the number of votes held at the Record Time (as defined in the Notice of Written Procedure).

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

POWER OF ATTORNEY

For the Written Procedure in SRV Group Plc EUR 100,000,000 senior unsecured callable fixed rate notes (ISIN: FI4000198122). Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Written Procedure dated 4 May 2020.

NOTE: *This Power of Attorney document shall be filled out if the Voting Person is not registered as Noteholder on a book-entry account at the CSD. An unbroken chain of powers of attorney from the Noteholder. I.e., if the person/entity filling out this Power of Attorney does so in its capacity as "other intermediary", the person/entity must enclose its Power of Attorney from the Noteholder.*

Name of person/entity authorised to vote as per the Record Time:

Nominal Amount (in EUR) in respect of the authorised person/entity is authorised to vote as per the Record Date:

Name of Noteholder or other intermediary giving the authorisation:

We hereby confirm that the authorised person/entity specified above has the right to vote for the nominal amount set out above.

We represent an aggregate Nominal Amount of: EUR _____

We are:

- Registered as Noteholder on a book-entry account
- Other intermediary and hold the Notes through (specify below):

Name:

Place and date

Authorised signature of Noteholder or other intermediary