

To the holders in:

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

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

This notice of Written Procedure and Tender has been published and sent on 28 April 2022 to Noteholders directly registered as of 27 April 2022 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 5.3 (*Voting rights and authorisation*).

<u>Key information:</u>	
Record Time for being eligible to vote:	End of CSD Business Day on 27 April 2022.
Deadline for voting and tender	5 p.m. (Finnish time) on 23 May 2022.
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 and Tender**"), whereby Noteholders can vote for or against the Request (as defined in Section 2 (*Request*) below) and participate in the Tender.

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 (as amended and restated) (the "**Terms and Conditions**").

Noteholders participate by completing and sending the attached form:

- 1) Noteholder tendering its Notes, the form attached hereto as Schedule 1 (the "**Voting and Tender Form**"); and
- 2) A Noteholder not tendering its Notes, but participating in the voting, the form attached hereto as Schedule 2 (the "**Voting Form**"),

and, if applicable, the power of attorney, attached hereto as Schedule 3 (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.

The Agent must receive the relevant form no later than 5 p.m. (Finnish time) on 23 May 2022 either by mail, courier or email to the Agent using the contact details set out in Section 5.7 and 5.8 below. Votes received thereafter may be disregarded.

To be eligible to participate in the Written Procedure and Tender, a person must meet the criteria for being a Noteholder at the end of the CSD Business Day on 27 April 2022 (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.

The Issuer has informed the Agent that it has received undertakings from Noteholders representing 60.8% of the Adjusted Nominal Amount of the Notes to vote in favour of the Request.

BACKGROUND

As announced by the Issuer, the board of directors has decided to initiate a programme with the aim of achieving a full reorganisation of the company's financing due to Russia's war in Ukraine and the impairments of its Russian business operations caused by the related financial sanctions. As a result of the war and the consequential market conditions SRV has written down from its balance sheet practically all of its shopping centre and other assets located in Russia and its holdings in Fennovoima in the first quarter of 2022, totalling EUR 141.2 million. The remaining value of the assets in Russia after the write downs is total of EUR 2.6 million. There are no more unrecognized margin eliminations.

The decrease in asset values will have a significant impact on SRV's equity and equity ratio, and the restructuring is intended to strengthen the company's equity. The objective of the reorganisation is to increase equity by approximately EUR 100 million, and at the same time decrease interest-bearing debt by the same amount. The reorganisation of the company's financing has strong support from SRV's largest shareholders, bond and hybrid bond holders as well as banks, which is why the company trusts that the programme will be implemented.

Upon completion of the restructuring, the company will be almost free of net debt (IFRS 16 adjusted) construction company and its Russia related risks will be small. The company has a good and healthy construction business in Finland.

The contemplated reorganisation of the company's financing is comprised of the following measures:

- (i) a rights issue for approximately EUR 35 million that is issued to the company's current shareholders (the "**Rights Issue**");
- (ii) the conversion of the company's EUR 100 million unsecured fixed-interest bond which becomes due and payable on 23 March 2025 (with an outstanding unpaid principal of EUR 34.9 million) and another EUR 75 million unsecured fixed-interest bond which becomes due and payable on 27 March 2025 (with an outstanding unpaid principal of EUR 64.9 million) (the "**Bonds**") into hybrid convertible bonds in written procedure ("**Hybrid Conversion**"). The conversion into a convertible bond will be executed by amending the terms of the Bonds by including in the terms a special right under the Companies Act to convert the Bonds into shares. In addition, the holders of the Bonds will be given the opportunity to tender their Bonds for full or partial redemption at a price that corresponds to 60% of the nominal value of the Bonds ("**Tender**");
- (iii) using the EUR 45 million hybrid bond issued on 22 March 2016 (with an outstanding unpaid principal of EUR 11.8 million) and the EUR 58.4 million hybrid bond issued on 23 May 2019 (with an outstanding unpaid principal of EUR 3.6 million) (the "**Hybrid Bonds**") to subscribe the company's shares for 45% of the Bonds' principal as part of a directed share issue of a maximum of EUR 6.9 million, which will be directed to the holders of the Hybrid Bonds (the "**Directed Share Issue**"). Altogether 55% of the principal of the Hybrid Bonds and any unpaid interest that has

accumulated for the Hybrid Bonds as of the moment of conversion will be cut entirely as part of the arrangement; and

- (iv) the extension of the liquidity and project financing facility granted to SRV (the “**Credit Facility**”) by 12 months and the implementation of necessary amendments to the agreement governing the Credit Facility in order to account for the new equity structure and the impact of the company’s Russian business operation in those terms and conditions the fulfilment of which may be affected by the changed circumstances.

The subscription price in the Rights Issue, when exercising the right to convert the Bonds into shares and in the Directed Share Issue, is EUR 0.10 per share.

The implementation of the measures requires for (i) the company’s general meeting to decide on the authorisation of the Rights Issue with a simple majority and on the authorisation of the granting of special rights in connection with the Hybrid Conversion and the Directed Share Issue with a qualified majority of two thirds of all given votes and shares represented at the meeting as set out in Chapter 5 Section 27 of the Finnish Limited Liability Companies Act; (ii) those holders of the Bonds that represent 75% of the unpaid principal of the relevant Bond represented during written procedures to vote in favour of the Hybrid Conversion during written procedures; and (iii) those holders of the Hybrid Bonds that represent 75% of the total combined nominal value of the relevant Hybrid Bond represented during written procedures to vote in favour of the amendments that will enable the conversion and write-down of the Hybrid Bonds. Written procedures for Bonds and Hybrid Bonds begin on 28 April 2022. The company aims to complete the written procedures during the second quarter of 2022.

Shareholders that represent 73.5% of all shares in the company have warranted to the company that they will vote in favour of the authorisations that will be granted for the Rights Issue, the Directed Share Issue and the granting of special rights in connection with the Hybrid Conversion at the extraordinary general meeting. In addition, the company’s creditors that represent (i) 60.8% of the principal of the Bond that becomes due and payable on 23 March 2025; (ii) 51.5% of the principal of the Bond that becomes due and payable on 27 March 2025; (iii) 28.8% of the principal of the Hybrid Bond that was issued on 22 March 2016; and (iv) 56.2% of the principal of the Hybrid Bond that was issued on 23 May 2019 have issued a written undertaking to the company where they state that they will vote in favour of the required amendments during the written procedures. In addition, the company and its key lenders have agreed upon a standstill period that will last until 30 June 2022, during which the lenders have waived, among other things, their cancellation and termination rights of the Credit Facility that will result from the write-down of the assets located in Russia on the condition that the aforementioned reorganisation of the company’s financing will be executed and implemented. The company and its key lenders have also signed a term sheet document that sets out the new main terms and conditions that apply to the Credit Facility. SRV is confident that the final agreement regarding the amendments to the Credit Facility will be signed by the end of June 2022.

In the event that the aforementioned contemplated measures will be implemented, the company’s equity will increase approximately by EUR 100 million and the company’s

interest-bearing debt will be reduced approximately by EUR 100 million compared to situation on 31 March 2022 and the company's equity ratio (IFRS 16 adjusted), as per 31 March 2022, would rise from 9.7% to approximately over 35%.

2

REQUEST

The Noteholders are hereby requested to consent to the following (as further described in the consent solicitation and tender offer memorandum available for the Noteholders):

- (i) give a permanent waiver for any non-compliance by the Issuer of Clause 10.4 (Financial Undertakings) as tested on 31 March 2022 (but only on that Relevant Date) under the Terms and Conditions due to the write-offs made in respect of the Russian related assets of the Issuer; and
- (ii) certain amendments to the Terms and Conditions as set out in the mark-up of the amended and restated Terms and Conditions attached hereto as Schedule 4 (the "**Amended Terms and Conditions**").

In summary, the requested amendments include the following amendments to the Terms and Conditions (terms having the same meaning as in the Amended Terms and Conditions):

- (a) an inclusion of change of terms and conditions mechanism upon the occurrence of the Effective Date (as defined in the Amended Terms and Conditions);
- (b) an inclusion of pre-conditions for the occurrence of the Effective Date, such conditions being:
 - (i) evidence that the Other Notes will be converted simultaneously into convertible capital notes under terms similar to the New Convertible Capital Notes Terms and Conditions (save for such Other Notes that have been tendered prior to the Effective Date);
 - (ii) evidence that the tender process related to the Notes and the Other Notes has been completed;
 - (iii) evidence that the Issuer has completed one or several issues of shares with aggregate gross proceeds of no less than EUR 20,000,000;
 - (iv) evidence that the extraordinary general meeting of the Issuer has agreed to issue of special rights in accordance with Chapter 10 of the Companies Act in relation to the New Convertible Capital Notes and the Other Notes;
 - (v) evidence that the noteholders under the Capital Notes have accepted the changes proposed to the Capital Notes pursuant to which the relevant Capital Notes will be written down upon the noteholders having been granted a possibility to subscribe shares in the Issuer for 45% of the principal under the relevant Capital Note as part of the directed share issue by the Issuer; and
 - (vi) evidence that the lenders under the Senior Loan Agreement have committed to extend the termination date thereunder until 28 April 2024 (subject to

conditions similar to the Conversion Conditions and conditions precedent customary to bank financing transactions, if applicable);

- (c) an inclusion of an obligation to pay accrued interest on or about the Effective Date and authorisation for the Agent to confirm the occurrence of the Effective Date and to take required actions;
- (d) an exclusion of certain Russian Related Companies from the definition “Material Group Company”; and
- (e) an exception whereby the ratio of Adjusted Equity to Total Assets is not tested on 30 June 2022.

Upon the occurrence of the Effective Date the Notes are converted into convertible hybrid notes under the New Convertible Capital Securities Terms and Conditions appended to the Amended Terms and Conditions. The New Convertible Capital Securities Terms and Conditions will thereafter replace the Amended Terms and Conditions.

The main features of the notes under the New Convertible Capital Securities Terms and Conditions are (terms having the same meaning as in the New Convertible Securities Terms and Conditions):

- (a) the Capital Notes under the New Convertible Capital Securities Terms and Conditions constitute unsecured obligations of the Issuer and in the event of a voluntary or involuntary liquidation, a bankruptcy or a company reorganization of the Issuer, the rights of the Holders to payments of the principal amount of the Capital Notes, Accrued Interest and any other amounts due in respect of the Capital Notes rank and will rank junior (save for other capital notes and payments to the equity holders of the Issuer) to all unsubordinated creditors of the Issuer;
- (b) the Capital Notes do not have any maturity date;
- (c) interest for the Capital Notes will be initially 4.875 per cent. per annum and after the First Reset Date occurring after 4 years from the Effective Date, there will be an interest step up;
- (d) interest for the Capital Notes can be deferred (subject to the occurrence of a Deferred Interest Payment Date);
- (e) upon the occurrence of a First Reset Date (taking place after 4 years from the Effective Date), or in case the Issuer is placed into liquidation or makes a filing for corporate restructuring (in Finnish: *yriytysaneeraus*) a Holder can convert any unpaid principal under the New Convertible Capital Securities Terms and Conditions into new shares in the Issuer at the Adjusted Conversion Price (Conversion Price being initially no more than EUR 0.10);
- (f) if capital under a Capital Note is converted into equity of the Issuer, the Issuer shall convert any Accrued Interest into an Interest Note; and
- (g) there are no covenants nor defaults and acceleration right of the Holders is limited.

3

TENDER

At the same time of the Consent Solicitation (as further described in the consent solicitation and tender offer memorandum available for the Noteholders), the Issuer is inviting Noteholders to tender their Notes at a price of 60 per cent. of the outstanding nominal amount of the Note (the "**Tender Offer**"), the tender consideration being (EUR 337.20 per Note) (the "**Tender Consideration**") subject to the successful cash equity raising of at minimum of EUR 20,000,000 (the "**Equity Raising**") that will be used to pay the Tender Consideration and subject to that the Effective Date (under the Amended Terms and Conditions) is about to occur promptly after the settlement of the Tender Offer.

Tenders must be submitted in respect of a minimum principal outstanding amount of Notes of no less than EUR 562 being the minimum denomination of the Notes, and may be submitted in integral multiples of EUR 562 thereafter.

If the Issuer accepts for purchase tendered Notes, the expected settlement date is within five (5) days following the completion of the Equity Raising and the accrued interest for the tendered Notes will be paid on or about the settlement date.

If the cash price payable relating to the aggregate amount of Notes (together with the other senior notes being tendered simultaneously) being tendered exceed the amount of gross proceeds of the Equity Raising, the Issuer may at its discretion scale-down the tendered Notes and the remaining part of such Notes not being tendered will be converted into hybrid bonds subject to the Amended Terms and Conditions.

Noteholders validly tendering notes pursuant to the Tender Offer are exclusively compensated for such tender through the Tender Consideration

Tendered Notes will be blocked in the relevant account in CSD from the date the relevant Tender is submitted until the earlier of (i) the time of settlement on the settlement date and (ii) the date of any termination of the Tender Offer (including where such Notes are not accepted by the Issuer for purchase) or on which the tender is revoked, in the limited circumstances in which such revocation is permitted (as further described in the consent solicitation and tender offer memorandum available for the Noteholders).

4

EFFECTIVENESS

The Request shall be deemed approved immediately upon expiry of the voting period and receipt of the required majority as set forth in Section 5.6 (*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 the Amended 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 AND TENDER

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

5.1 Final date to participate in the Written Procedure and Tender

The Agent must have received all votes and tenders by mail, courier or email to the address indicated below no later than 5 p.m. (Finnish time) on 23 May 2022. Votes and tenders received thereafter may be disregarded.

5.2 Decision procedure

The Agent will determine if replies received 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 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.

5.3 Voting rights and authorisation

Anyone who wishes to participate in the Written Procedure or Tender must at the Record Time (end of CSD Business Day on 27 April 2022):

- (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.

5.4 Notes registered with a nominee and process with the account operators

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 and the Tender.

- (a) You can ask the nominee or other intermediary that holds the Notes on your behalf to vote and tender in its own name as instructed by you.
- (b) You can obtain a Power of Attorney ([Schedule 3](#)) 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).

In addition, you are instructed to consult your account operator and inform them on your intention to tender. Name of the account operator is required for the Voting and Tender Offer Form and they may be contacted in connection with the settlement of the Tender.

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 Tender 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.

5.5 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.

5.6 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.

5.7 Tendering Noteholders

A Noteholder who validly tenders any of its Notes pursuant to the Tender Offer will be deemed to have delivered a Consent to the Request with respect to all the Notes the Noteholder holds.

Return the Voting and Tendering Form (Schedule 1), and, if applicable, the Power of Attorney (Schedule 3) 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

5.8 Non-tendering Noteholders

Noteholders who are not tendering their Notes are able to vote in respect of the Request without tendering their Notes pursuant to the Tender Offer by delivering a valid Voting Form to the Agent.

Return the Voting Form (Schedule 2), and, if applicable, the Power of Attorney (Schedule 3) 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 address below

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 and Tender Offer 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 or the Tender, should it be adopted). The Noteholders are recommended to seek legal advice in order to independently evaluate whether the Request or the Tender (and their effect(s), should it be adopted) are acceptable or not.

The personal data provided by the Noteholder in connection with this process or which is otherwise registered in connection with the Request, or the Tender, is processed by the Agent to administer the Written Procedure and the Tender Offer and to ensure that the Advisor and the Issuer are able to fulfill their obligations thereunder.

The Agent is authorised to forward the collected Voting and Tender Offer Forms to the relevant parties for the purposes of the settlement process of the Tender.

7

FURTHER INFORMATION

For further questions regarding the Request, please contact the Issuer at jarkko.rantala@srv.fi or +358 40 674 1949 or Pareto Securities AB at ville.takala@paretosec.com or +358 50 1745.

For further questions regarding the administration of the Written Procedure or Tender including any requests for a copy of the Consent Solicitation and Tender offer Memorandum, please contact the Agent at finland@nordictrustee.com or +358 400 202 474.

Helsinki, 28 April 2022

Nordic Trustee Oy as Agent

VOTING AND TENDER OFFER 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"**), is voting for the Request with all the Notes the Noteholder is holding and tendering its Notes in accordance with the applicable Tender Specification below.

A Noteholder that wishes to tender its Notes must submit this Tender and Voting Instruction via its Account Operator to the Agent.

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 3).*

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Written Procedure dated 28 April 2022.

Nominal amount of Notes hold by the Noteholder:	
---	--

TENDER SPECIFICATION

Nominal amount of Notes tendered (EUR):	
---	--

INFORMATION ON THE ACCOUNT OPERATOR

Name of Account Operator:	
Email address and phone number:	

INFORMATION ON THE NOTEHOLDER

Name of Noteholder:	
Personal/corporate identity number:	
Address:	
City / postcode:	
Country:	
Name of contact person (if different from Noteholder):	
Telephone:	
Email address:	

Authorised signature and name¹

Place and date

¹ If the undersigned is not a Noteholder as defined in the Terms and Conditions and has marked the box "authorised person", the undersigned – by signing this document – confirms that the Noteholder has been instructed to refrain from voting and tendering for the number of votes cast with this Voting and Tender Offer Form.

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. **Voting Person is not tendering its Notes.**

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 3).*

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Written Procedure dated 28 April 2022.

- ☐ **For** the Request
- ☐ **Against** the Request

Name of the Voting Person:

Capacity of the Voting Person:

- ☐ Noteholder²
- ☐ Authorised person³

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 name⁴

Place and date

² When voting in this capacity, no further evidence is required.

³ When voting in this capacity, the person/entity voting must also enclose a Power of Attorney (Schedule 3) 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).

⁴ If the undersigned is not a Noteholder as defined in the Terms and Conditions 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 28 April 2022.

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 shall be provided. 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/
tender 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