

NOTICE TO A WRITTEN PROCEDURE

Denna kallelse till obligationsinnehavarna är endast utformad på engelska.

To the bondholders in:

ISIN: SE0007186150 Func Food Group Oyj up to EUR 38,000,000 Senior Secured Bonds 2015/2019
(the "Bonds")

Stockholm, 10 January 2017

NOTICE TO A WRITTEN PROCEDURE - REQUEST TO AMEND THE TERMS AND CONDITIONS OF THE BONDS

This voting request for procedure in writing will be sent by regular mail on 10 January 2017 to Bondholders directly registered in the debt register (Sw. *skuldbok*) kept by Euroclear Sweden AB. This voting request has also been published on the websites of the Issuer and the Bonds Agent (as defined below), in accordance with the terms and conditions of the Bonds (the "Terms and Conditions"). If you are an authorised nominee under the Swedish 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 5 C, (*Voting rights and authorisation*).

Nordic Trustee & Agency AB (publ) (the "**Bonds Agent**") is under the Terms and Conditions appointed as Bonds Agent for the above mentioned issuance of Bonds of Func Food Group Oyj (the "**Issuer**" or the "**Group**"). In its capacity as Bonds Agent, and as requested by the Issuer, Nordic Trustee & Agency AB (publ) hereby initiates a procedure in writing, whereby Bondholders can vote for or against the Issuer's request to amend the Terms and Conditions.

All capitalised terms used herein and not otherwise defined in this notice (the "**Notice to a Written Procedure**") shall have the meanings assigned thereto in the Terms and Conditions for the Bonds.

This voting request, and associated enclosed Schedules 1 and 2, have been construed in accordance with applicable regulations in the Terms and Conditions.

Bondholders participate by completing and sending the voting form, attached hereto as Schedule 1 (the "**Voting Form**"), and, if applicable, a power of attorney/authorisation, substantially in the form as attached hereto as Schedule 2 (the "**Power of Attorney**"), if the Bonds are held in custody other than Euroclear Sweden AB, to the Bonds Agent. Please contact the securities firm you hold your

Bonds through if you do not know how your Bonds are registered or if you need authorisation or other assistance to participate.

The Bonds Agent must **receive the Voting Form no later than 17:00 (CET), 3 February 2017**, by regular mail, via courier or e-mail to the addresses indicated below under Section 5 F. Votes received thereafter may be disregarded.

To be eligible to participate in the Written Procedure a person must fulfil the formal criteria for being a Bondholder on **16 January 2017** (the "**Record Date**"). This means that the person must be registered on a Securities Account with Euroclear Sweden AB, being the CSD, as a direct registered owner (Sw. *direktregistrerad ägare*) or authorised nominee (Sw. *förvaltare*) with respect to one or several Bonds.

The information in this Notice to a Written Procedure regarding the Issuer and market conditions is provided by the Issuer, and the Bonds Agent expressly disclaims any liability whatsoever related to such information.

1. BACKGROUND

In June 2015, Func Food Sweden AB acquired ACMF Holding AB and two of its subsidiaries (collectively the "**Target**"). The merger between Func Food Sweden AB and ACMF Holding AB has resulted in a number of technical and financial implications for Func Food Sweden AB and for the Group as a whole. Also, post the acquisition of the Target the equity position within the Group's Swedish division is not at an adequate level to support the division's growth targets and business initiatives going forward.

As a result, the Issuer wishes to make certain variations to the provisions of the Terms and Conditions of the Bonds in order for the Group to, among other things, mitigate the technical obstacles related to Func Food Sweden AB's statutory position after the merger with ACMF Holding AB, restore the equity position within the Swedish entity and enhance the liquidity position of the wider Group.

2. PROPOSAL

In order to achieve the above mentioned objectives, the Issuer proposes certain amendments of the Terms and Conditions which are regulating the Security granted in respect of the Bonds and to make a partial release of the Transaction Security over the Intercompany Loan (as defined below), the prepayment structure of the Bonds and the disbursement of the Pre-Funded Earn-Out Amount, currently in escrow. The proposed amendments include:

- i) A maximum of EUR 10,000,000 of the existing EUR 33,082,000 intercompany loan, being subject to Transaction Security, made available by the Issuer to Func Food Sweden AB (the "**Intercompany Loan**"), shall, at any time prior to the Final Maturity Date of the Bonds, be converted into unconditional shareholders' contribution and/or be subject to

set-off against any unpaid shareholders' contribution made by the Issuer to Func Food Sweden AB.

- ii) Waiver for any scheduled amortisation payments payable in 2017 under the current amortisation plan of the Bonds and any default occurring due to the partial release of the Transaction Security granted over the Intercompany Loan.
- iii) Early disbursement of the Pre-Funded Earn-Out Amount of SEK 70,000,000, currently in escrow, towards mandatory amortisation of the Bonds.

Provided that the Bondholders vote in favour of approving the proposed amendments of the Terms and Conditions and the partial release of the Transaction Security over the Intercompany Loan, as further described in Section 3 below, the Issuer shall ensure that an additional amount of equity, amounting in aggregate to a minimum of EUR 2,000,000 and a maximum of EUR 3,000,000, of which EUR 500,000 was contributed on 20 December 2016, is irrevocably and unconditionally contributed to the Issuer in the form of a convertible subordinated loan.

3. AMENDMENT AND RELEASE REQUEST

- (a) The Issuer hereby requests that the Bondholders approve the necessary resolutions to amend the Terms and Conditions and to make a partial release of Transaction Security over the Intercompany Loan as stated below:

Security over intragroup loan

- i. the Bonds Agent shall have the right to release part of the Transaction Security granted over the Intercompany Loan, in an amount corresponding to a maximum of EUR 10,000,000, and waive any defaults occurring due to such release, and the wording in Clause 1.1 item (d) of the definition of Security Documents will be replaced in its entirety with the following wording:

a first ranking pledge over the approximately EUR 23,000,000 intragroup loan made available by the Issuer to BidCo;

Mandatory Amortisation

- ii. the mandatory amortisation plan set out in the table in Clause 10.2.1 shall be replaced in its entirety with the amortisation plan in the following table:

Date	Amount
<i>The date falling 15 months after the Issue Date</i>	<i>EUR 1,000,000</i>
<i>The date falling 39 months after the Issue Date</i>	<i>EUR 4,500,000</i>

Disbursement of the Pre-Funded Earn-Out Amount

- iii. item (d) of the Conditions Precedent for Disbursement of the Pre-Funded Earn-Out Amount in Clause 4.2 shall be replaced in its entirety with the following wording:

The Issuer has the right to instruct the Trustee to apply any amounts standing to the credit of the Bank Accounts towards mandatory amortisation in accordance with Clause 10.2.2 (Mandatory amortisation of the Pre-Funded Earn-Out Amount). Any amounts standing to the credit of the Bank Accounts after 28 February 2017 shall be applied towards mandatory amortisation in accordance with Clause 10.2.2 (Mandatory amortisation of the Pre-Funded Earn-Out Amount).

- iv. item (a) of the Mandatory amortisation of the Pre-Funded Earn-Out Amount in Clause 10.2.2 shall be replaced in its entirety with the following wording:

Any funds standing to the credit of the Bank Accounts:

(i) may, on the instruction of the Issuer, be applied by the Trustee (on behalf of the Issuer) against prompt partial repayment of all outstanding Bonds by way of reducing the Outstanding Nominal Amount of each Bond pro rata with the repaid amount; and

(ii) which consequently have not been distributed in accordance with paragraph (i) above or Clause 4.2 (Conditions Precedent for Disbursement of the Pre-Funded Earn-Out Amount) on or before 28 February 2017, shall on the first Business Day after 28 February 2017 be applied by the Trustee (on behalf of the Issuer) against prompt partial repayment of all outstanding Bonds by way of reducing the Outstanding Nominal Amount of each Bond pro rata with the repaid amount.

The amendments in items i.-iv., and as evidenced by the mark-up in accordance with Schedule 3, are hereafter jointly referred to as the "**Amendment and Release Request**".

- (b) The amendments of the Terms and Conditions and the partial release of the Transaction Security over the Intercompany Loan in accordance with the Amendment and Release Request shall have immediate effect from (and including) the date when the Bondholders have approved the Amendment and Release Request.
- (c) The Bonds Agent shall in its own discretion be entitled to make amendments to the Terms and Conditions on behalf of the Bondholders and take such actions required to release a part of the Transaction Security over the Intercompany Loan in order to implement the Amendment and Release Request and waive any default occurring in relation thereto, provided such amendments and actions are consistent with the Amendment and Release Request or otherwise in accordance with Clause 20 (*Amendments and Waivers*) of the Terms and Conditions.
- (d) Provided that the Amendment and Release Request have been approved by the Bondholders, the Bonds Agent will notify the Bondholders that the Amendment and Release Request has

become effective and the amended and restated Terms and Conditions will be published on the websites of the Issuer and the Bonds Trustee.

4. CONDITIONS FOR THE AMENDMENT AND RELEASE REQUEST

The Amendment and Release Request and the amendments of the Terms and Conditions to implement the Amendment and Release Request shall be subject to:

- i. that any amounts standing to the credit of the Bank Accounts after 28 February 2017 have been applied towards mandatory amortisation in accordance with Clause 10.2.2 (*Mandatory amortisation of the Pre-Funded Earn-Out Amount*); and
- ii. that equity in an amount of minimum EUR 2,000,000 and maximum EUR 3,000,000, of which EUR 500,000 was contributed on 20 December 2016, in the form of a convertible subordinated loan, is irrevocable and unconditionally contributed by some or all of the shareholders of the Issuer to the Issuer within two (2) months from the date of the implementations on the amendment of the Terms and Conditions in accordance with Section 3(b).

5. NON-RELIANCE

The Amendment and Release Request is presented to the Bondholders without evaluation, advice or recommendations from the Bonds Agent. The Bonds Agent has not reviewed or assessed this Notice to a Written Procedure or the Amendment and Release Request (and their effects, should it be adopted) from a legal or commercial perspective of the Bondholders and the Bonds Agent expressly disclaims any liability whatsoever related to the content of this Notice to a Written Procedure or the Amendment and Release Request (and their effects, should it be adopted). The Bondholders must independently evaluate whether the above Amendment and Release Request (and its effects) is acceptable or not.

6. THE WRITTEN PROCEDURE

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

A. Final date to participate in the Written Procedure

The Bonds Agent must have received the votes by mail, courier or e-mail to the address indicated below no later than **17:00 (CET), 3 February 2017**. Votes received thereafter may be disregarded.

B. Decision procedure

The Bonds Agent will, in accordance with this Notice to a Written Procedure, 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 Bonds Agent, the Amendment and Release 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: i) be sent by notice to the Bondholders and ii) be published on the websites of a) the Issuer and b) the Bonds Agent.

The minutes from the Written Procedure shall at the request of a Bondholder be sent to it by the Issuer or the Bonds Agent, as applicable. A matter decided under the Written Procedure will be binding for all Bondholders, irrespective of them responding in the Written Procedure.

C. Voting rights and authorisation

Anyone who wishes to participate in the Written Procedure must on the Record Date (**16 January 2017**) in the debt register:

- (i) be registered as a direct registered owner of a Securities Account; or
- (ii) be registered as authorised nominee in a Securities Account, with respect to one or several Bonds.

Bonds registered with a nominee

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

1. You can ask the authorised 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 authorised 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 bondholder of the Securities Account, or from each intermediary in the chain of bondholders, starting with the intermediary that is registered in the debt register as a Bondholder of the Securities Account as authorised nominee or direct registered owner.

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

The Bonds 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 the Issuer, another Group Company or an Affiliate of the Issuer do not entitle to any voting rights.

D. Quorum

In order to form a quorum for this Written Procedure, Bondholders representing at least twenty (20) per cent. of the Adjusted Nominal Amount must reply to the request under the Written Procedure.

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

E. Majority

To approve the Amendment and Release Request, at least sixty-six and two thirds (66 2/3) per cent. of the Adjusted Nominal Amount for which Bondholders reply under the Written Procedure must consent to the Amendment and Release Request.

F. Address for sending replies

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

(a) By regular mail:

Nordic Trustee & Agency AB
Attn: Written Procedure
P.O, Box 7329
S-103 90 Stockholm

(b) By courier:

Nordic Trustee & Agency AB
Attn: Written Procedure Func Food Group Oyj
Norrandsgatan 23
111 43 Stockholm

(c) By e-mail:

E-mail: mail@nordictrustee.se

7. FURTHER INFORMATION

The Issuer has retained Pareto Securities AB as its financial adviser and solicitation agent (the "**Solicitation Agent**"). Accordingly, Bondholders may contact the Solicitation Agent for further information, at the following telephone number: +46 8 402 5223.

For further questions to the Bonds Agent, please contact the Bonds Agent at mail@nordictrustee.se or +46 8 783 79 00.

Stockholm, 10 January 2017

NORDIC TRUSTEE & AGENCY AB (PUBL)
As Bonds Agent

Enclosed:

1. Voting Form
2. Power of Attorney/Authorisation
3. Changes to the Terms and Conditions

VOTING FORM

Schedule 1

For the procedure in writing in Func Food Group Oyj up to EUR 38,000,000 Senior Secured Bonds 2015/2019, ISIN: SE0007186150.

The undersigned Bondholder or authorised person/entity (the "**Voting Person**"), votes either **For** or **Against** the Amendment and Release Request by marking the applicable box below.

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

☐ **For** the Amendment and Release Request

☐ **Against** the Amendment and Release Request

Name of the Voting Person:

Capacity of the Voting Person:

Bondholder: ☐¹ authorised person: ☐²

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

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

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

Nominal Amount voted for (in EUR):

Day time telephone number, e-mail address and contact person:

Authorised signature and Name³

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 Bondholder or other proof of authorisation showing the number of votes held on the Record Date.

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

POWER OF ATTORNEY/AUTHORISATION

Schedule 2

For the procedure in writing in Func Food Group Oyj up to EUR 38,000,000 Senior Secured Bonds 2015/2019, ISIN: SE0007186150.

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

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

Nominal Amount (in EUR) 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: EUR _____

We are:

☐

Registered as Bondholder on the Securities Account

☐

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

Place, date: _____

Name:

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

CHANGES TO THE TERMS AND CONDITIONS

Schedule 3

[Insertions are shown as double underlined text in blue and deletions are shown as strikethrough text in red]

1. Definitions and Construction

1.1 Definitions

[...]

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

- (a) a first ranking pledge over all the shares in Func Food Finland;
- (b) a first ranking pledge over all the shares in BidCo;
- (c) a first ranking pledge over the intragroup loan made available by the Issuer to Func Food Finland in an amount of no less than EUR 3,800,000;
- (d) a first ranking pledge over the approximately EUR ~~33,000,000~~ 23,000,000 intragroup loan made available by the Issuer to BidCo;
- (e) a first priority business mortgage over the assets in the Issuer in the aggregate principal amount of EUR 10,000,000 with best priority;
- (f) a first priority business mortgage over the assets in Func Food Finland in the aggregate principal amount of EUR 6,500,000 with best priority; and
- (g) a first ranking pledge over the Bank Accounts,

in each case as specified in the relevant Security Document.

[...]

4.2 Conditions Precedent for Disbursement of the Pre-Funded Earn-Out Amount

[...]

- (d) The Issuer has the right to instruct the Trustee to apply any amounts standing to the credit of the Bank Accounts towards mandatory amortisation in accordance with Clause 10.2.2 (Mandatory amortisation of the Pre-Funded Earn-Out Amount). Any amounts standing to the credit of the Bank Accounts after ~~15 June~~ 28 February 2017 shall be applied towards mandatory amortisation in accordance with Clause 10.2.2 (Mandatory amortisation of the Pre-Funded Earn-Out Amount).

[...]

10. Redemption and Repurchase of the Bonds

[...]

10.2.1 Mandatory amortisation

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

Date	Amount
The date falling 15 months after the Issue Date	EUR 1,000,000
The date falling 27 months after the Issue Date	EUR 2,500,000
The date falling 39 months after the Issue Date	EUR 4,500,000

[...]

10.2.2 Mandatory amortisation of the Pre-Funded Earn-Out Amount

- (a) Any funds standing to the credit of the Bank Accounts:
- (i) may, on the instruction of the Issuer, be applied by the Trustee (on behalf of the Issuer) against prompt partial repayment of all outstanding Bonds by way of reducing the Outstanding Nominal Amount of each Bond *pro rata* with the repaid amount; and
- (ii) ~~and~~ which consequently have not been distributed in accordance with paragraph (i) above or Clause 4.2 (*Conditions Precedent for Disbursement of the Pre-Funded Earn-Out Amount*) on or before ~~15 June~~ 28 February 2017, shall on the first Business Day after ~~15 June~~ 28 February 2017 be applied by the Trustee (on behalf of the Issuer) against prompt partial repayment of all outstanding Bonds by way of reducing the Outstanding Nominal Amount of each Bond *pro rata* with the repaid amount.

[...]
