

Stockholm, 5 February 2019

To the Noteholders in:

ISIN: SE0007982798 – Matsorower AB (publ) SEK 150,000,000 Senior Secured Fixed Rate Notes

NOTICE OF WRITTEN PROCEDURE – REQUEST OF APPROVAL OF AMENDMENTS AND WAIVERS

This voting request for procedure in writing (“Written Procedure”) has been sent on 5 February 2019 to Noteholders directly registered on 4 February 2019 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 Notes 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 5.3 (*Voting rights and authorisation*).

Nordic Trustee & Agency AB (publ) acts as agent (the “**Agent**”) for the holders of the notes (the “**Noteholders**”) in the above mentioned note issue ISIN SE0007982798 (with an aggregate amount outstanding of SEK 69,900,000) (the “**Notes**”) issued by Matsorower AB (publ) (the “**Issuer**”). In its capacity as Agent, and as requested by the Issuer, the Agent hereby convenes the Noteholders to a Written Procedure, whereby Noteholders can vote for or against the Request (as defined 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 for 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/authorisation, attached hereto as Schedule 2 (the “**Power of Attorney**”) (in accordance with the instructions set out in Section 5.4 (*Notes registered with a nominee*)) to the Agent). Any person other than a Noteholder may participate by completing and sending the Voting Form, provided that such person has received a power of attorney or other proof of authorisation from the Noteholder as described in more detail in Clause 6 (“*Right to act on behalf of a Noteholder*”) of the Terms and Condition. Please contact the securities firm you hold your Notes through 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 Voting Form no later than 17:00 (CET) on 1 March 2019 either by regular mail, courier or e-mail to the Agent using the contact details set out in Section 5.7 (*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 on 8 February 2019 (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 Notes. The information in this Notice (including enclosures) is provided by the Issuer, and the Agent expressly disclaims all liability whatsoever related to the contents of this Notice and the Request (as defined below).

1. Background

The Issuer has informed the Agent that the Issuer and a majority holder, holding approximately 86.5 per cent. of the total Nominal Amount (the “**Majority Holder**”) have informally agreed that certain amendments shall be made to the Terms and Conditions of the Notes in respect of the Final Maturity Date of the Notes and in respect of Clause 9.4 of the Terms and Conditions.

The Major Holder has also agreed to waive (i) any payment default that may occur during the period from 9 February 2019 until the Written Procedure initiated on 5 February 2019 has been terminated and the Company and the Agent have entered into amended and restated Terms and Conditions and (ii) any Listing Failure Event that may occur due to the postponement of the Final Maturity Date.

Further, the Issuer and the Majority Holder have agreed that the Issuer shall pay a consent fee, as further described under Section 3 below, to the beneficial holders, provided that the proposed amendments described in Section 2 below are approved no later than 8 February 2019 (such approval to be confirmed by the Agent the Business Day following the Record Date).

This Written Procedure has been initiated by the Issuer in order to formally document the Majority Holder’s approval of the amendments to the Terms and Condition and the waivers already agreed upon.

2. Proposals

2.1 Amendments of the Terms and Conditions and waivers

Final Maturity Date

The Issuer proposes that the Terms and Conditions are amended by way of adjusting the date for the Final Maturity Date from 9 February 2019 to 9 April 2019 by way of amending the definition of the Final Maturity Date as set out below.

"Final Maturity Date" means 9 April 2019 ~~the date falling three (3) years from the Issue Date.~~

New clause regarding mandatory partial redemption

The Issuer further proposes that the Terms and Conditions are amended by way of adding a new clause 9.4(b) (*Mandatory partial redemption in February 2019*) with the wording set out below directly after Clause 9.4 (*Mandatory partial redemption in August 2018*) of the Terms and Conditions.

9.4(b) - Mandatory partial redemption following Written Procedure in February 2019

- (a) The Issuer shall redeem the Total Nominal Amount with an amount equal to SEK thirty four million nine hundred fifty thousand (34,950,000).
- (b) Redemption in accordance with Clause 9.4(b)(a) shall be made as partial redemption of all, but not only some, of the Notes by way of reducing the Nominal Amount of each Note *pro rata*. The repayment per Note shall equal

SEK 233,000 together with accrued but unpaid Interest (including any Accrued PIK Interest) in respect of the redeemed amount. The redemption shall be made as soon as practically possible according to the rules of the CSD, following the approval from the Written Procedure initiated on 5 February 2019 and the execution of these amended and restated Terms and Conditions. The redemption date and the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on the Redemption Date will be communicated by the Issuer in a press release prior to such repayment.

Waivers

The Issuer proposes that the Noteholders waive (i) any payment default that may occur during the period from 9 February 2019 until the Written Procedure initiated on 5 February 2019 has been terminated and the Issuer and the Agent have entered into amended and restated Terms and Conditions and (ii) any Listing Failure Event that may occur due to the postponement of the Final Maturity Date.

2.2 Request

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

2.3 Effective date

The Request shall be deemed approved immediately when the voting period has elapsed and the required majority set forth in Section 5.6 has been received or if earlier, when a requisite majority of consents of the Total Nominal Amount have been received by the Agent (however not earlier than the Business Day following the Record Date).

In order to implement and effectuate the Request, the Issuer and the Agent shall enter into amended and restated Terms and Conditions when the Request has been approved. Unless otherwise agreed between the Issuer and the Agent, the amended and restated Terms and Conditions shall enter into force and become effective on the date the amended and restated Terms and Conditions have been signed. 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 in accordance with the Terms and Conditions notify the Noteholders of the date from which the amendments of the Terms and Conditions becomes effective.

3. Consent Fee

Subject to that a requisite majority of the holders have approved the Request no later than on 8 February 2019, as described in the background in Section 1, the Issuer will pay a consent fee in a total amount equal to 2.00 per cent. on the amount of SEK 34,950,000 (the “**Consent Fee**”). The Consent Fee shall be split between the Noteholders on a *pro rata* basis and must be paid fifteen (15) Business Days after the date of approval of the Request. The payment shall be made through the CSD to such person who is registered as a Noteholder on the fifth (5) Business Day falling prior to the due date.

The Agent does not administer the Consent Fee and is not involved in or in any way responsible for the Consent Fee.

4. Non-reliance

The Request is presented to the Noteholders, 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 Noteholders 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 Noteholders are recommended to seek legal advice in order to independently evaluate whether the Request (and its effects) is acceptable or not.

5. Written Procedure

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

5.1 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 (CET), 1 March 2019. Votes received thereafter may be disregarded.

5.2 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 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 (however not earlier than the Business Day following the Record Date). As the Issuer and the Majority Holder, when issuing this Notice, already have agreed to the Request, the Issuer has informed the Agent that it deems it probable that the Written Procedure will be terminated before the expiry of the time period for replies.

Information about the decision(s) taken under the Written Procedure will (i) be sent by notice to the Noteholders and (ii) be published on the websites of (a) the Issuer or the Oscar Properties Group and (b) the Agent.

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

5.3 Voting rights and authorisation

Anyone who wishes to participate in the Written Procedure must on the Record Date 8 February 2019 be registered in the 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 Notes.

5.4 Notes registered with a nominee

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

- (1) 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.
- (2) You can obtain a Power of Attorney (Schedule 2) or other proof of authorisation from the nominee or other intermediary or a successive, coherent chain of powers of attorney or proofs of authorisation starting with the Noteholder and send in your own Voting Form based on the authorisation.

In accordance with the Terms and Conditions, a Noteholder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Notes held by it. Any such representative may act independently under the Finance Documents in relation to the Notes for which such representative is entitled to represent the Noteholder and may further delegate its right to represent the Noteholder by way of a further power of attorney.

Whether one or several 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 Oscar Properties or a Restricted Company do not entitle to any voting rights.

5.5 Quorum

In order to form a quorum, Noteholders 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 relevant proposal has not been withdrawn by the Issuer. No quorum requirement will apply to such second Written Procedure.

5.6 Majority

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

5.7 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 Matsorower AB (publ)
P.O. Box 7329
SE-103 90 Stockholm

By courier:

Nordic Trustee & Agency AB (publ)
Attn: Written Procedure Matsorower AB (publ)
Norrländsgatan 23
SE-111 43 Stockholm

By e-mail:

E-mail: voting.sweden@nordictrustee.com

6. FURTHER INFORMATION

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

Stockholm, 5 February 2019

NORDIC TRUSTEE & AGENCY AB (PUBL)

As Agent

Enclosed:

Schedule 1	Voting Form
Schedule 2	Power of Attorney/Authorisation

VOTING FORM

Schedule 1

For the Noteholders' meeting by way of Written Procedure in Matsorower AB (publ) SEK 150,000,000 Senior Secured Fixed Rate Notes ISIN SE0007982798.

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/Authorisation (see Schedule 2), or other proof of authorisation as described in the Notice of Written Procedure.

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Written Procedure from Matsorower AB (publ) dated 5 February 2019.

For the Request

Against the Request

Name of the Voting Person: _____

Capacity of the Voting Person:

Noteholder: 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 Matsorower AB (publ) dated 5 February 2019).

³ If the undersigned is not a Noteholder according 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/AUTHORISATION

Schedule 2

For the Noteholders' meeting by way of Written Procedure in Matsorower AB (publ) SEK 150,000,000 Senior Secured Fixed Rate Notes ISIN SE0007982798.

NOTE: This Power of Attorney/Authorisation document may be filled out if the Voting Person is not registered as Noteholder on the Securities Account, held with Euroclear Sweden.

Capitalised terms used and not otherwise defined herein shall have the meanings assigned to them in the Notice of Written Procedure from Matsorower AB (publ) dated 5 February 2019.

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 Noteholder 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 Notes through (specify below):

Place, date: _____

Fullmaktsgivare: _____

Name:

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