

Denne melding til obligasjonseierne er kun utarbeidet på engelsk. For informasjon på norsk - vennligst kontakt Nordic Trustee AS

To the bondholders in:

ISIN: NO 001 0819725 - Axactor SE FRN senior unsecured EUR 250,000,000 bonds 2018/2021 (the “Bond Issue” or the “Bonds”)

Oslo, 10 December 2020

NOTICE OF A WRITTEN BONDHOLDERS’ RESOLUTION

1. INTRODUCTION

Nordic Trustee AS (the “**Bond Trustee**”) is the appointed bond trustee for the holders of Bonds (the “**Bondholders**”) in the above mentioned Bond Issue (also referred to as “AXA01”) issued by Axactor SE (the “**Issuer**”, together with its subsidiaries the “**Company**”).

A request for a written Bondholders’ resolution is hereby made pursuant to Clause 15.2 (a)(i) (*Procedure for Arranging a Bondholders’ meeting*) and Clause 15.5 (*Written Resolutions*) of the Bond Terms (as defined below) to consider approval of the Proposal (as defined below).

The information in this notice regarding the Issuer and market conditions have been provided by the Issuer. The Bond Trustee expressly disclaims any liability whatsoever related to such information. Bondholders are encouraged to read this notice in its entirety.

All capitalized terms used but not defined herein shall have the meaning assigned to them in the bond terms for the Bond Issue made between the Bond Trustee and the Issuer on 22 March 2018 as amended by an amendment agreement dated 22 March 2019 (collectively the “**Bond Terms**”).

References to clauses and paragraphs are references to clauses and paragraphs in the Bond Terms.

2. BACKGROUND FOR THE PROPOSAL

In connection with a comprehensive transaction (as further described in the press release posted 9 December 2020 on www.newsweb.oslobors.no), the Issuer wishes to propose an amendment to the Bond Terms to allow for a full early redemption of the AXA01 Bonds.

The requested amendments to the Bond Terms are set out and described in further detail below in section 3 (the Proposal).

3. PROPOSAL

Based on the above and the further terms and conditions set out herein, the Issuer proposes that the Bond Terms are amended as follows (the “**Proposal**”) from and including the Effective Date (as defined below):

- (a) *Call option*: The Issuer shall be entitled to redeem all (not only some) of the Outstanding Bonds (together with all accrued and unpaid interest) from and including the Effective Date (as defined below) to, but not including, the Maturity Date at a price equal to 100.0% of the Nominal Amount each redeemed Bond; and
- (b) *Conditions Precedent*: The Call option is (in addition to the Conditions for the Effective Date in paragraph 4 below) subject to the satisfaction of certain conditions precedent as further set out in Appendix 1, including (i) completion of a cash equity offering of approximately NOK 320 million, (ii) contribution in kind to the Issuer of the remaining 50% of shares in Axactor Invest 1 S.a.r.l. against issuance of consideration shares in the Issuer, (iii) obtaining a commitment for new bank financing with the Issuer for the purpose of refinancing existing secured bank debt, (iv) issuance of a new unsecured bond issuance in the Issuer (the “**New Bond Issue**”), to refinance the AXA01 Bonds, and (v) all Bondholders receiving an offer to exchange all or some of their AXA01 Bonds for bonds in the New Bond Issue at a price of 102.0% of the Nominal Amount, where each AXA01 Bond will be settled with a combination of 1) bonds in the New Bond Issue and 2) a 2.0% premium payable in cash at settlement of the New Bond Issue.

The amendments to the Bond Terms proposed in (a) – (b) above shall be incorporated in the Bond Terms in the form set out in Appendix 1 through an amendment agreement (the “**Amendment Agreement**”).

4. CONDITIONS

The amendments to the Bond Terms contemplated by the Proposal (when approved by the Bondholders by way of Written Resolution) shall become effective from the date of which the following conditions precedent have, in the Bond Trustee's sole discretion, been satisfied, delivered or waived (the “**Effective Date**”):

- (a) the Bondholders have approved the Proposal by way of a Written Resolution;
- (b) the Amendment Agreement has been duly executed by the Issuer and the Bond Trustee; and
- (c) copies of all necessary corporate resolutions of the Issuer (including a power of attorney to certain individuals) to execute the Amendment Agreement, has been received,

always provided that the Bond Terms will remain unchanged (as if the resolution by the Bondholders' had not been made) if the conditions precedent for the Effective Date set out above have not been satisfied (or waived by the Bond Trustee in its sole discretion) no later than 30 Business Days after the date the Proposal was approved by way of Written Resolution.

5. THE BOND TRUSTEE'S DISCLAIMER/NON-RELIANCE

The request for acceptance of the Proposal is presented to the Bondholders without further evaluation or recommendations from the Bond Trustee. Nothing herein shall constitute a recommendation to the Bondholders from the Bond Trustee. The Bondholders must independently evaluate whether the Proposal is acceptable and vote accordingly.

6. SUPPORT FROM THE BONDHOLDERS

The Issuer has informed the Bond Trustee that it has received pre-commitments from Bondholders representing more than 53.5% of the Bonds to vote in favour of the Proposal.

7. FURTHER INFORMATION

For further information about the Issuer, please visit the Issuer's website <https://www.axactor.com>.

The Issuer has engaged ABG Sundal Collier ASA, Arctic Securities AS, DNB Markets, a part of DNB Bank ASA, Nordea Bank Abp, filial i Norge and as the Issuer's financial advisors (the "Advisors") with respect to the Proposal.

The Advisors are acting solely for and relying on information from, the Issuer in connection with the Proposal. No due diligence investigations have been carried out by the Advisors with respect to the Issuer, and the Advisors does not assume any liability in connection with the Proposal (including but not limited to the information contained herein).

For further questions to the Bond Trustee, please contact Ellen Sjøiland at soiland@nordictrustee.com.

8. WRITTEN BONDHOLDERS' RESOLUTION:

Bondholders are hereby provided with a voting request for a Written Resolution pursuant to Clause 15.5 (*Written Resolutions*) of the Bond Terms. For the avoidance of doubt, no Bondholders' Meeting will be held with respect to the Proposal.

It is proposed that the Bondholders resolve the following:

"The Proposal (as defined in section 3 of this notice for a Written Resolution) and the proposed amendments to the Bond Terms as set out and defined in Appendix 1 to this notice for a Written Resolution is approved, subject to the conditions set out in section 4 of this notice for a Written Resolution.

The Bond Trustee is authorized to take any action, negotiate, finalize, enter into and deliver the Amendment Agreement and any other agreements, notices, arrangements or other documentation as it deems necessary or desirable to effect the Proposal in its sole discretion."

The Proposal will be passed if either: (a) Bondholders representing at least a 2/3 majority of the total number of Voting Bonds vote in favour of the Proposal prior to the expiry of the Voting Period (as defined below); or (b) (i) a quorum representing at least 50% of the total number of Voting Bonds submits a timely response to the notice of a Written Resolution and (ii) the votes cast in favour of the Proposal represent at least a 2/3 majority of the Voting Bonds that timely responded to the notice of the Written Resolution.

Voting Period: The Voting Period shall expire 5 Business Days after the date of this notice of a Written Resolution, being 18 December 2020. The Bond Trustee must have received all votes necessary in order for the Proposal to be passed with the requisite majority under the Bond Terms prior to the expiration of the Voting Period.

How to vote: A duly completed and signed Voting Form (attached hereto as Appendix 1), together with proof of ownership/holdings must be received by the Bond Trustee no later than at the end of the Voting Period and must be submitted by scanned e-mail to mail@nordictrustee.no.

The date of a Written Resolution passed prior to the expiry of the Voting Period is the date when the resolution is approved by the last Bondholder that results in the necessary voting majority being achieved.

If no resolution is passed prior to the expiry of the Voting Period, the number of votes shall be calculated at the close of business on the last day of the Voting Period, and a decision will be made based on the quorum and majority requirements set out in paragraphs (e) to (g) of clause 15.1 (*Authority of Bondholders' Meeting*)

Yours sincerely
Nordic Trustee AS

A handwritten signature in blue ink, appearing to read "Ellen Sjøiland".

Ellen Sjøiland

Enclosed: Bondholder's form

Appendix 1

Amendments to the Bond Terms

By accepting the Proposal, the Bondholders accept and instruct the Bond Trustee to enter into an amendment agreement to the Bond Terms including the following amended terms:

- (a) The following new defined terms are inserted in the Bond Terms:
- (i) **“Call Option”** has the meaning given to it in Clause 10.4 (Voluntary early redemption – Call Option).
 - (ii) **“Call Option Repayment Date”** means the settlement date for the Call Option determined by the Issuer pursuant to Clause 10.4 (Voluntary early redemption – Call Option), paragraph **Error! Reference source not found.** of Clause 10.2 (Mandatory repurchase due to a Put Option Event) or a date agreed upon between the Bond Trustee and the Issuer in connection with such redemption of Bonds.
- (b) The defined term “Repayment Date” is amended to read as follows:
- “Repayment Date”** means any Call Option Repayment Date, the Default Repayment Date, the Put Option Repayment Date, the Tax Event Repayment Date or the Maturity Date.
- (c) Clause 10. (Redemption of Bonds) is amended to include a new Clause 10.4 (Voluntary early redemption - Call Option) as follows:
- (i) The Issuer may, subject to compliance with the requirements set out in Clause 10.5 (Conditions Precedent- Call Option) redeem all (not only some) of the Outstanding Bonds (the **“Call Option”**) on any Business Day in the period to, but not including, the Maturity Date at a price equal to 100.0% of the Nominal Amount each redeemed Bond.
 - (ii) The Call Option may be exercised by the Issuer by written notice to the Bond Trustee at least five (5) Business Days prior to the proposed Call Option Repayment Date. Such notice sent by the Issuer is irrevocable and shall specify the Call Option Repayment Date.
 - (iii) Any notice given by the Issuer in respect of redemption of any Bonds shall be irrevocable but may, at the Issuer’s discretion, be subject to the satisfaction of one or more conditions precedent, provided that such conditions precedent shall have to be fulfilled or waived by the Issuer no later than three (3) Business Days prior to the relevant Call Option Repayment Date or the redemption notice shall immediately become null and void.
- (d) Clause 10. (Redemption of Bonds) is amended to include a new Clause 10.5 (Conditions Precedent for Call Option) as follows:
- (i) The right for the Issuer to redeem the Outstanding Bonds on the Call Option Repayment Date at the applicable call price, is subject to the Issuer having delivered evidence or any other document to the Bond Trustee (to the Bond Trustee’s satisfaction) showing that the following conditions precedent will be fulfilled at least 3 Business Day prior to Call Option Repayment Date:

- (a) *the Issuer having completed a EUR 160-200 million new senior unsecured bond issue in the Issuer (the "New Bond Issue" each a "New Bond") incurred for the main purpose of refinancing Bonds.*
- (b) *the Issuer having posted on www.stamdata.no an offer to the Bondholders to purchase bonds in the New Bond Issue in exchange for the requisite number of Bonds (as consideration) at a price of 102.0% of the Nominal Amount. Each Bond will be settled with a combination of i) a New Bond and ii) a 2.0% premium payable in cash at issue date of the New Bonds. The Issuer will receive the accrued interest on the Bonds up until the issue date of the New Bonds, such interest will be paid in cash together with the premium;*
- (c) *the Issuer having completed a new equity (fully paid in) issue resulting in gross proceeds of no less than approximately NOK 320 million;*
- (d) *the Issuer having acquired the remaining 50% of shares in Axactor Invest 1 S.à r.l. (as contribution in kind against the issuance and delivery of new shares in the Issuer); and*
- (e) *the Issuer having obtained a duly executed facilities agreement (alternatively through amendments) for the purpose of combining the Group's current secured bank facilities into a EUR 545 million secured bank facility with a 3 years tenor (incurred for the purpose of refinancing the existing current secured bank debt).*

Appendix 2

VOTING FORM

ISIN: NO 001 0819725 - Axactor SE FRN senior unsecured EUR 250,000,000 bonds 2018/2021
(the "**Bond Issue**" or the "**Bonds**")

The undersigned holder or authorised person/entity, votes in the following manner:

The Proposal as defined in the notice for Written Resolution dated _____ 202__:

- In favour** of the Proposal
 In disfavour of the Proposal

ISIN NO 001 0819725	Amount of bonds owned ^{*)}
Custodian name ^{*)}	Account number at Custodian ^{*)}
Company ^{*)}	Day time telephone number ^{*)}
	Email ^{*)}

^{*)} All to be filled in by the respective Bondholder

Enclosed to this voting form is the complete printout from our custodian/VPS,¹ verifying our bondholding in the bond issue as of the signature date of this voting form, which also is our bondholding as of _____ 202__.

We acknowledge that Nordic Trustee AS in relation to the Written Resolution for verification purposes may obtain information regarding our holding of bonds on the above stated account in the securities register VPS.

WE FURTHERMORE INSTRUCT NORDIC TRUSTEE AS (AS BOND TRUSTEE FOR THIS BOND ISSUE) TO WITHOUT DELAY GIVE WRITTEN INFORMATION TO ABG SUNDAL COLLIER ASA THAT (I) THEY HAVE RECEIVED THIS VOTING FORM FROM US (INCLUDING OUR NAME AND HOLDING OF BONDS), AND (II) THAT THE VOTE IS APPROVED (OR IF ANYTHING IS MISSING).

.....
Place, date

.....
Signature

Return to:

Nordic Trustee AS
P.O.Box 1470 Vika
N-0116 Oslo

Telefax: +47 22 87 94 10
Tel: +47 22 87 94 00
mailto: mail@nordictrustee.no

¹ If the bonds are held in custody other than in the VPS, an evidence provided from the custodian – confirming that (i) you are the owner of the bonds, (ii) in which account number the bonds are hold, and (iii) the amount of bonds owned.