

Bilaga 1

Sale and Purchase Agreement

by and between

NACKA 1 AB

and

NACKA 6 AB

regarding part of the property

Nacka Sicklaön 13:138



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Table of Contents

1. Transfer of the Property4

2. Purchase price and payments5

3. Value Added Tax5

4. Costs and revenues5

5. Warranties of the Seller6

6. Waiver.....6

7. Breach of contract etc.....6

8. Actions on the Closing Date8

9. Stamp duty8

10. Purchaser’s assumption of agreements etc.....8

11. Miscellaneous9



List of Appendices

Appendix B	Map
Appendix 8.1(a)	Agreed form of promissory note
Appendix 10.2	Transfer of rights and obligations under framework agreement



This sale and purchase agreement (**Agreement**) is entered into on _____ 2016, by and between

- (a) **Nacka 1 AB**, a limited liability company organized and existing under the laws of Sweden, corporate identity no. 559006-0868 (**Seller**); and
- (b) **Nacka 6 AB**, a limited liability company organized and existing under the laws of Sweden, corporate identity no. 559006-0884 (**Purchaser**).

The Seller and the Purchaser are jointly referred to as the "**Parties**" and separately a "**Party**".

Background

- A. The Seller is the legal and registered owner of the property Nacka Sicklaön 13:138. The Purchaser is the legal and registered owner of the adjacent property Nacka Sicklaön 13:24.
- B. The Seller and the Purchaser have agreed that the Purchaser – as part of an intragroup restructuring – shall acquire part of Nacka Sicklaön 13:138 as set out in green in **appendix B (Property)** from the Seller subject to the terms and the conditions set out below.

1. Transfer of the Property

1.1 Implementation of acquisition and property formation

The acquisition shall be carried out through reallocation and the Property is hereby transferred from the property Nacka Sicklaön 13:138 to the property Nacka Sicklaön 13:24. The Parties shall submit an application for reallocation based on this Agreement, or, should reallocation prove to be impracticable, the Parties shall instead apply for subdivision of the Property and defray the cost of stamp duty connected to such subdivision as otherwise set forth in this Agreement. If payment of the Purchase Price has been made for an acquisition which cannot be effected by reallocation/subdivision (as applicable), the Parties hereby agree that the Purchase Price shall not be repaid to the Seller by the Purchaser.

This Agreement may form a basis for a cadastral procedure decision. All costs for the cadastral procedure shall be borne by the Purchaser.

1.2 Closing date and transfer of ownership

- (a) The Seller shall transfer and the Purchaser shall take possession of the Property within ten (10) days from the date of this Agreement or otherwise on such date as separately agreed by the Parties (**Closing Date**).
- (b) Ownership and title to the Property shall vest in the Purchaser on the Closing Date upon payment of the Purchase Price as set out in section 8.1(a).

1.3 Conditions

The purchase according to the Agreement is subject to the new zoning plan for residential use regarding the Property takes legal effect.



2. Purchase price and payments

2.1 Amount

The purchase price for the Property is SEK 1 (**Purchase Price**).

2.2 Payment of the Purchase Price

- (a) The Purchaser shall pay the Purchase Price to the Seller on the Closing Date, without set-off against any claims made by the Purchaser, as set forth in section 8.1(a).
- (b) Any amount payable as part of the settlement of accounts set out in section 4.3 shall be settled on the Closing Date in connection with the payment of the Purchase Price.

3. Value Added Tax

3.1 Transfer of rights and obligations

If the premises on the Property are registered for voluntary value added tax, and the Seller's right and obligation to adjust input value added tax, in accordance with the Swedish Value Added Tax Act (Sw. *mervärdesskattelagen (1994:200)*), related to investments made on the Property shall be transferred to the Purchaser on the Closing Date.

3.2 Registration for VAT

The Purchaser shall ensure that it is liable to VAT no later than on the Closing Date. The Purchaser shall indemnify the Seller for any costs or claims due to such liability being delayed.

4. Costs and revenues

4.1 Allocation

Costs for the Property and revenues from the Property, which relate to the period prior to the Closing Date shall be borne by, and accrue to, the Seller. Costs for the Property and revenues from the Property, which relate to the period commencing on the Closing Date shall be borne by, and accrue to, the Purchaser. Property tax (Sw. *fastighetsskatt*) is to be regarded as a cost for the Property.

4.2 Consumption

The Seller shall, if applicable, ensure that, as per the Closing Date, suppliers read the meters for the Property with respect to consumption of electricity, water, heating and suchlike.

4.3 Settlement of accounts

A settlement of accounts (Sw. *likvidavräkning*) shall be prepared and delivered by the Seller to the Purchaser on the Closing Date. Such settlement of accounts shall, as far as possible, contain an allocation between the Purchaser and Seller of costs and revenues related to the Property.



5. Warranties of the Seller

The Seller and the Purchaser is part of the same group of companies and the Purchaser as such is considered to have the same knowledge of the Property, and all circumstances regarding the Property, as the Seller. Accordingly the Seller and the Purchaser have agreed that the transfer of the Property according to this Agreement is made without any warranties or representations regarding the Property.

6. Waiver

The Purchaser acknowledges that the Seller has made no, and that the Purchaser has not relied on, any express or implied representation or warranty regarding the Property. The Purchaser hereby releases the Seller from any and all liability which the Seller may incur as a result of law or other grounds including the Swedish Land Code (*Sw. jordabalken*) or pursuant to legal theory or any other ground. The Purchaser consequently waives all claims against the Seller with respect to each and every type of error and defect, including but not limited to errors of fact and law, errors regarding disposition and latent/hidden defects. For the avoidance of doubt, it is expressly noted that the Purchaser also waives all claims against the Seller related to (i) any information regarding area measurements of the Property, and (ii) the technical and/or environmental condition of the Property.

7. Breach of contract etc.

7.1 *Sole remedy*

The sole and exclusive remedy which may be invoked by the Purchaser as a consequence of any breach of agreement, unless otherwise specifically set forth in this Agreement, shall be a reduction of the Purchase Price in accordance with this section 7. The sanctions according to the Swedish Land Code are consequently not applicable to this Agreement and cannot be invoked by the Purchaser. The Seller shall nevertheless be entitled, but not obligated, to rectify a breach on its own expense if the circumstances are such that the breach can be rectified.

7.2 *Minimum claims*

The Seller shall not be liable for a breach of agreement unless any individual claim based on such breach would lead to a reduction of the Purchase Price by at least SEK 1,000,000. It is furthermore a condition for the Seller's liability that the aggregate sum of all claims for which the Seller would otherwise be liable under this Agreement, would lead to a reduction of the Purchase Price by at least SEK 2,000,000. If each of these thresholds are met, the claim shall be indemnified in its entirety, provided however that other limitations set out in this Agreement may apply.

7.3 *Seller's maximum liability*

The total (aggregate) liability of the Seller under this Agreement shall in no case exceed SEK 3,000,000.

7.4 *Exclusion of claims*

The Seller shall not be liable for a claim due to a breach of warranty or a breach of any other obligation according to this Agreement:



- (a) if and to the extent the claim is attributable to circumstances which are known to, or should have been known to, the Purchaser or the Purchaser's directors, employees or advisors as a consequence of a professional review of (i) the Property, (ii) information that the Seller otherwise has provided regarding the Property (e.g. at site visits at the Property), or (iii) information publically available;
- (b) if and to the extent the claim is covered by an insurance policy, or would have been covered if the Purchaser had held in force customary insurance protection, and payment is made by the insurer or would have been made if a claim had been submitted under such policy, however, the Seller shall compensate for any insurance excess payable;
- (c) if and to the extent that the claim has arisen as a consequence of legislation not in force at the Closing Date or legislation which will have retroactive effect; or
- (d) if and to the extent that the claim has arisen as a result of an action or transaction carried out by the Purchaser, or a company or individual acting on behalf of the Purchaser, prior to or as from the Closing Date, save for actions or transactions upon which the Parties have agreed to be carried out pursuant to this Agreement.

7.5 *Taxes*

If a loss due to a claim is tax deductible for the Purchaser or if the Purchaser does not receive a taxable income, the Purchase Price shall be reduced by the total amount of any such losses minus the applicable corporate tax rate, which currently is 22 percent.

7.6 *Discharge and recovery*

- (a) If and to the extent the Purchaser has been compensated for a loss by the Seller and the Purchaser is able to recover such loss (attributable to the same subject matter) from a third party, the Purchaser shall, upon receipt of such recovery, repay such amount (less any costs of recovery) to the Seller.
- (b) If and to the extent the Purchaser has been compensated for a loss by the Seller, the Purchaser shall assign, at the request of the Seller and to the extent permissible under applicable law or contract, its rights against any person in respect of such loss to the Seller.

7.7 *Limitations in time*

No claim may be raised unless written notice of such claim together with a statement of the basis for the claim and, to the extent reasonable, the amount requested as a result thereof, has been presented to the Seller no later than thirty (30) days from the day the Purchaser discovered the basis for the claim. In any event claims shall be made no later than within three (3) months from the Closing Date. If a claim has not been raised in the way and within the time limits stipulated in this section 7.7, the right to raise claims due to such breach of agreement shall be forfeited by the Purchaser.

7.8 *Consequential loss*

The Seller is not liable for a claim due to a breach of any obligation according to this Agreement to the extent such claim is an indirect or consequential loss (*Sw. indirekt eller följdskada*).



8. Actions on the Closing Date

8.1 Purchaser's obligations

On the Closing Date, the Purchaser shall:

- (a) pay the Purchase Price - taking into consideration the settlement of accounts as set out in section 4.3 above - by issuing a promissory note in favor of the Seller on the terms and conditions set forth in **appendix 8.1(a)**;
- (b) to the extent applicable, submit an application to the Swedish Cadastral Authority for full title to the Property; and
- (c) to the extent applicable, together with the Seller notify the Tax Authority of the transfer of the Property.

8.2 Seller's obligations

On the Closing Date, the Seller shall:

- (a) upon receipt of payment in accordance with section 8.1(a) above, to the extent applicable execute a bill of sale (Sw. *köpebrev*) and deliver such bill of sale, witnessed by two witnesses, to the Purchaser;
- (b) provide the Purchaser with all documents and materials in respect of the Property which are in the possession of the Seller;
- (c) deliver to the Purchaser documents in accordance with Chapter 8a Section 15-17 of the Swedish Value Added Tax Act; and
- (d) to the extent applicable, together with the Purchaser notify the Tax Authority of the transfer of the Property.

8.3 Simultaneous events

All actions according to sections 8.1 and 8.2 above shall be considered to be executed simultaneously and neither Party is therefore obligated to complete any of the above actions unless the other Party at the same time completes all of its actions.

9. Stamp duty

The Purchaser shall be liable for any and all title registration and mortgage registration costs associated with the purchase according to this Agreement.

10. Purchaser's assumption of agreements etc.

10.1 Assumption of agreements

The Seller hereby, with effect on the Closing Date, assigns all rights and obligations, and the Purchaser assumes all rights and obligations, relating to the agreements executed in relation to the Property. If such agreements cannot be transferred to the Purchaser, the Seller shall instead terminate the agreements at the earliest possible time. Any cost for such



agreements and all benefits from such agreements from the Closing Date and during the termination period shall be borne by and inure to the benefit of Purchaser.

10.2 *Framework agreement (Sw. ramavtal) with Nacka kommun*

The Purchaser hereby, with effect on the Closing Date and subject to the approval of Nacka kommun, assumes all rights and obligations of the Seller in respect of the Property under a framework agreement for Nacka Strand entered into by Nacka Strand Fastighets AB, corporate identify no. 556793-1273, and Nacka kommun on 9 June 2014, and transferred to the Seller in connection with its acquisition of the Property, in accordance with **appendix 10.2**. The Seller undertakes to submit appendix 10.2 for the approval of Nacka kommun.

10.3 *Payments*

All payments in this Agreement are set out excluding VAT. The Parties agree that VAT shall not be levied on such payments.

11. Miscellaneous

11.1 *Adjustments*

The Parties undertake to accept such minor adjustments of the boundaries of the Property as necessary for the formation of the Property according to this Agreement.

11.2 *Non-disclosure etc.*

The terms and conditions of this Agreement are confidential. Each of the Parties undertake not to disclose information of any kind or nature regarding this Agreement or the negotiations preceding the Agreement, unless required to do so (a) according to mandatory law; (b) in order for a Party to complete an undertaking or obligation under this Agreement, (c) in order for a Party to protect its rights under this Agreement, (d) by any applicable stock exchange regulations, or (e) according to an obligation towards a third party providing debt or equity financing to a Party. The Parties shall to the extent possible consult each other prior to providing or in any other way making confidential information public.

11.3 *Severability*

If any provision of this Agreement or any part thereof is considered to be invalid, this shall not result in the entire Agreement being considered invalid. To the extent such invalidness considerably affects a Party's revenues from or performance under this Agreement, this Agreement shall instead be reasonably modified.

11.4 *Governing law and dispute resolution*

This Agreement shall be governed by Swedish law. Any disputes in respect of this Agreement and legal issues relating thereto shall be conclusively determined by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration proceedings shall take place in Stockholm and be held in the Swedish language. The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause shall be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of all Parties hereto. This notwithstanding, a



Party shall not be prevented from disclosing such information in order to safeguard in the best possible way its rights in connection with the dispute, or if such a right exists pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar document.

AGREED AND SIGNED IN STOCKHOLM ON [REDACTED] 2016, IN TWO (2) ORIGINAL COPIES BY:

NACKA 1 AB

[REDACTED]

NACKA 6 AB

[REDACTED]

Appendix B - Map

Från I3:138



PROMISSORY NOTE

This promissory note (Sw: *revers*) (the “**Promissory Note**”) has been issued by the undersigned issuer as payment for a debt to Nacka 1 AB, corporate identity no. 559006-0868 (the “**Creditor**”) pursuant to a property transfer agreement dated [date] 2016 (the “**Agreement**”) between the Creditor and Nacka 6 AB, corporate identity no. 559006-0884 (the “**Issuer**”).

By this Promissory Note a credit has been given by the Creditor to the Issuer with the Credit Amount (as defined below), and terms of the credit and the repayment thereof shall be subject to the following terms and conditions.

Credit Amount:	SEK 1
Creditor:	Nacka 1 AB, corporate identity no. 559006-0868
Issuer:	Nacka 6 AB, corporate identity no. 559006-0884
Interest Rate:	No interest shall accrue on the Credit Amount
Repayment Date:	The full Credit Amount shall be repaid on demand by the Creditor

Repayment of the Credit Amount shall be made in SEK in cash to a bank account specified by the Creditor.

Stockholm, [date] 2016

NACKA 6 AB

Accepted:

Stockholm, [date] 2016

NACKA 1 AB

Mellan Nacka 1 AB, org.nr 559006-0868, och Nacka 6 AB, org.nr 559006-0884 (**Köparen**) har denna dag träffats följande

**AVTAL OM ÖVERTAGANDE AV RÄTTIGHETER OCH SKYLDIGHETER
ENLIGT RAMAVTAL**

1 Bakgrund

Nacka Strand Fastighets AB, org.nr 556793-1273, ingick den 9 juni 2014, i egenskap av ägare till (bland andra) Fastighetsbolaget Gustafshög Kommanditbolag, org.nr 916625-6983, vilket bolag var ägare till fastigheten Nacka Sicklaön 13:138 (**Fastigheten**), ramavtal för Nacka Strand med Nacka kommun, org.nr 212000-0167, (**Ramavtalet**). Av § 16 i Ramavtalet framgår att överlåtelse av mark och byggnader (inom det område Ramavtalet avser) ska vara förenad med övertagande av rättigheter och skyldigheter enligt Ramavtalet. Nacka Strand Fastighets AB har sedan Ramavtalets ingående, genom Fastighetsbolaget Gustafshög Kommanditbolag, överlåtit Fastigheten till Nacka 1 AB. Nacka 1 AB övertog i samband därmed Nacka Strand Fastighets AB:s rättigheter och skyldigheter enligt Ramavtalet i de delar de avser Fastigheten. Nacka 1 AB har, denna dag, i sin tur överlåtit del av Fastigheten till Nacka 6 AB. Nacka 1 AB och Nacka 6 AB har mot bakgrund av ovanstående kommit överens om följande.

2 Övertagande


Nacka 1 AB överför och Nacka 6 AB övertar härmed, med verkan från tillträdesdagen för överlåtelsen av del av Fastigheten, Nacka 1 AB:s rättigheter och skyldigheter enligt Ramavtalet i de delar de avser överlåten del av Fastigheten.

Detta avtal har upprättats i tre original varav Nacka 1 AB och Nacka 6 AB tagit varsitt samt ett exemplar som upprättats för Nacka kommun

Stockholm den  2016

NACKA 1 AB

NACKA 6 AB




Ovanstående överenskommelse godkännes härmed.

Nacka den ____ 2016

NACKA KOMMUN