

## **GENERAL TERMS**

### **for loans taken out under ICA Gruppen AB's (publ) Swedish MTN Program**

The following general terms (“**General Terms**”) shall apply to loans that ICA Gruppen AB (publ) (corporate reg. no. 556048-2837) (the “**Company**”) issues on the capital market under this program (“**MTN Program**”) by issuing bonds with a minimum term of one year, known as Medium Term Notes.

#### **1. DEFINITIONS**

1.1 In addition to definitions set out above, the following definitions shall apply.

“**Administrator**” means (i) if a Loan is issued through two or more Issuing Houses, the Issuing House appointed by the Company to be responsible for certain administrative tasks in respect of the Loan according to the Final Terms; and (ii) if a Loan is issued through only one Issuing House, the Issuing House.

“**Record Day**” means the fifth Business Day before (i) the payment date for interest or principal according to the Loan Terms, (ii) another date when payment is to be made to Noteholders, (iii) the date of a Noteholders’ Meeting, (iv) dispatch of message or (v) another relevant date, or a Business Day before the relevant date that may generally apply on the Swedish bond market.

“**Business Day**” means a day that is not a Sunday or other public holiday in Sweden and is not equivalent to a public holiday in Sweden for the purposes of the redemption of bonds. In this definition Midsummer’s Eve, Christmas Eve and New Year’s Eve shall be deemed equivalent to public holidays.

“**Day Count Convention**” means, when determining an amount for a certain determination period, the counting basis stated in the General Terms.

- (a) If the counting basis “**30/360**” is stated as being applicable, the amount shall be calculated using a year of 360 days comprising twelve months of 30 days each, and in the case of a part-month using the actual number of days of the month that have passed.
- (b) If the counting basis “**Actual/360**” is stated as being applicable, the amount shall be calculated using the actual number of days in the relevant period divided by 360.

“**Issuing Agents**” means Danske Bank A/S, Danmark, Sverige Filial, DNB Bank ASA, filial Sverige, Nordea Bank AB (publ), Skandinaviska Enskilda Banken AB (publ), Svenska any other issuing agent that joins this MTN Program in accordance with section 13.4, but only for so long as such agent has not stood down as an issuing agent. Handelsbanken AB (publ), Swedbank AB (publ), AB Svensk Exportkredit (publ), and also

“**EURIBOR**” means:

- (a) the annual rate of interest that is quoted at or around 11:00 am on the relevant day on Reuters page EURIBOR01 (or through such other system or on such other page as replaces the aforementioned system or page) for loans or deposits in Euros for a period comparable with the relevant Interest Period; or
- (b) in the absence of such a quoted interest rate for the relevant Interest Period, the quotient (rounded up to four decimal places) of the rate of interest quoted for EURIBOR by four major commercial banks (which are appointed by the Administrator) to the Administrator at its request for deposits of EUR 10,000,000 for the relevant Interest Period; or
- (c) in the absence of a quoted interest rate as described in (b), the Administrator’s reasonable assessment of the rate of interest that best corresponds to the interest rate for deposits in euros for the relevant Interest Period.

“**Euro**” and “**EUR**” means the currency used by the participating member states in accordance with

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the European Union's rules for the Economic and Monetary Union (EMU).

“**Euroclear Sweden**” means Euroclear Sweden AB (corporate reg. no. 556112-8074).

“**Noteholder**” means the party recorded in a VP Account as the holder registered by name or the nominee holder of an MTN.

“**Noteholders’ Meeting**” means a meeting of the Noteholders as described in section 12 (*Noteholders’ Meeting*).

“**Adjusted Loan Amount**” means the total outstanding Nominal Amount of MTNs relating to a particular Loan less MTNs owned by a Group Company, irrespective of whether such Group Company is registered by name as the holder of such MTNs.

“**Group**” means the group in which the Company is the parent company (the term group is defined as in the Swedish Companies Act (2005:551)).

“**Group Company**” means any company that is part of the Group.

“**Account Operator**” means a bank or other party authorized to act as an account operator pursuant to the Financial Instruments Accounts Act (1998:1479) and with which a Noteholder has opened a VP Account with respect to MTNs.

“**Lead Bank**” means Svenska Handelsbanken AB (publ) or another Issuing Agent that may take over this role in the future by agreement with the Company.

“**Loan**” means each loan in the “100 series” with respect to Swedish kronor and in the “200 series” with respect to Euro, comprising one or more MTNs, which the Company raises under this MTN Program.

“**Loan Date**” means, in accordance with the Final Terms, the day from which interest (where applicable) begins to accrue.

“**Loan Terms**” for a particular Loan means these General Terms and also the Final Terms for such Loan.

“**Market Loans**” means loans against the issue of certificates, bonds or other securities (including loans under MTN or other market loan programs) that are sold, arranged or placed in an organized form and that are or are intended to become the subject of trading on a Regulated Market.

“**MTN**” means a unilateral debt instrument for a Nominal Amount registered pursuant to the Financial Instruments Accounts Act (1998:1479) and forming part of Loans issued by the Company under this MTN Program.

“**Nominal Amount**” means the amount for each MTN that is stated in the Final Terms (less any amount repaid).

“**Program Amount**” means SEK 15,000,000,000 or an amount agreed between the Company and all the Issuing Agents in accordance with section 13.3.

“**Regulated Market**” means a regulated market as defined in Directive 2004/39/EC on markets in financial instruments.

“**Final Terms**” means the final terms drawn up for a particular Loan under this MTN Program in accordance with the section *Template for Final Terms* below.

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**“STIBOR”** means:

- (a) the annual rate of interest that is quoted at or about 11.00 am on the relevant day on the Nasdaq website for STIBOR fixing (or on such other website as replaces this) for deposits in Swedish kronor for a period comparable with the relevant Interest Period; or
- (b) in the absence of such quoted interest rate for the relevant period, the quotient (rounded up to four decimal places) of the interest rate quoted by Danske Bank A/S, Denmark, Nordea Bank AB (publ), Skandinaviska Enskilda Banken AB (publ), Svenska Handelsbanken AB (publ) and Swedbank AB (publ) (or such substitute banks as are appointed by the Administrator) to the Administrator at its request for deposits of SEK 100,000,000 for the relevant Interest Period; or
- (c) in the absence of such quoted interest rate as described in (b), the Administrator’s reasonable assessment of the rate of interest that best corresponds to the interest rate for deposits in Swedish kronor on the Stockholm interbank market for the relevant Interest Period.

**“Swedish kronor”** and **“SEK”** mean the legal currency in Sweden.

**“Issuing House”** as described in the Final Terms means the Issuing Agent(s) under this MTN Program through which a particular Loan was issued.

**“VP Account”** means a securities account with Euroclear Sweden in accordance with the Swedish Financial Instruments Accounts Act (1998:1479) in which (i) a holder of a security is registered by name as the holder of a security, or (ii) a holder's holdings of securities are nominee-registered in the name of a nominee.

**“Significant Group Company”** means (a) the Company and (b) any Group Company with:

- (i) total consolidated assets amounting to at least ten per cent of the Group’s total consolidated assets, according to the most recently published annual report; or
- (ii) consolidated earnings before interest and taxes amounting to at least ten per cent of the Group’s consolidated earnings before interest and taxes, according to the most recently published annual report;

and the Group’s most recently published annual report refers to the Group’s reviewed pro forma balance sheet and income statement for 2012 (including ICA AB), for the period up until publication of the Group’s annual report for the 2013 fiscal year.

**“Redemption Date”** as described in the Final Terms means the date on which an MTN is to be repaid.

**“Repurchase Date”** means the date specified as described in section 9.2.

- 1.2 When calculating whether a limit described in Swedish kronor has been reached or exceeded, an amount in another currency shall be calculated based on the exchange rate that was effective on the Business Day immediately preceding the relevant date as published on Reuters page “SEKFIX=” (or through such other system or on such other page as replaces the aforementioned system or page), or in the absence of such published rate, at the rate for Swedish kronor against the currency in question on the said date as published by the Riksbank on its website ([www.riksbank.se](http://www.riksbank.se)).
- 1.3 Further definitions such as Interest Structure, Interest Rate, Interest Base, Interest Base Margin, Interest Determination Date, Interest Payment Date(s), Interest Period and Currency are contained (where relevant) in the Final Terms.

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- 1.4 The definitions contained in these General Terms shall also apply to the Final Terms.

## **2. RAISING OF LOANS**

- 2.1 Under this MTN Program the Company may issue MTNs in Swedish kronor or euros with a minimum term of one year. Under a Loan, MTNs may be issued in more than one tranche.
- 2.2 In subscribing for MTNs each initial Noteholder accepts that its MTNs shall have the rights and be subject to the conditions stated in the Loan Terms. In acquiring MTNs each new Noteholder confirms such acceptance.
- 2.3 The Company undertakes to make payments in respect of MTNs issued and otherwise to observe the Loan Terms for the Loans raised under this MTN Program.
- 2.4 If the Company wishes to issue MTNs under this MTN Program, the Company shall enter into a separate agreement for this purpose with one or more Issuing Agents, which shall be the Issuing House(s) for such Loan. Final Terms shall be drawn up for each Loan which, together with these General Terms, constitute the full Loan Terms for the Loan.

## **3. REGISTRATION OF MTNS**

- 3.1 MTNs shall be registered to VP Accounts on behalf of Noteholders and, accordingly, no physical securities will be issued. Requests for a specific registration measure with respect to MTNs shall be addressed to the Account Operator.
- 3.2 A party which, based on any appointment, pledge, provisions in the Swedish Parental Code, testamentary disposition or deed of gift or otherwise has acquired a right to receive payment under an MTN shall have its right registered in order to receive payment.
- 3.3 The Administrator has the right to obtain information from Euroclear Sweden regarding the contents of the CSD register (avstämningsregister) kept for MTNs for the purpose of fulfilling its obligations in accordance with sections 11 (*Termination of Loans*) and 12 (*Noteholders' Meeting*). The Administrator shall not be liable for the contents of such register excerpt or in any other way be responsible for the determination of who is a Noteholder.

## **4. RIGHT TO ACT ON BEHALF OF NOTEHOLDERS**

- 4.1 If a party other than a Noteholder wishes to exercise a Noteholder's rights under the Loan Terms or to vote at a Noteholders' Meeting, such person shall be able to produce a proxy form or other authorization document issued by the Noteholder or a chain of such proxy forms and/or authorization documents from the Noteholder.
- 4.2 A Noteholder may authorize one or more parties to represent the Noteholder in respect of certain or all MTNs held by the Noteholder. Such authorized party may act independently and is entitled to delegate its right to represent the Noteholder.

## **5. PAYMENTS**

- 5.1 Payment in respect of MTNs issued in Swedish kronor shall be made in Swedish kronor and payments in respect of MTNs issued in Euros shall be made in Euros.
- 5.2 Payments in respect of a Loan shall be made to the party registered as the Noteholder on the Record Day before the respective payment date or to such other party as is registered with Euroclear Sweden as being entitled to receive such payment.
- 5.3 If the Noteholder has registered through the Account Operator its desire for principal or interest to be deposited in a particular bank account, the deposit shall be made via Euroclear Sweden on the respective payment date. Otherwise Euroclear Sweden will forward the amount on the respective payment date to the Noteholder's address as registered with Euroclear Sweden on the Record Day. Should Euroclear Sweden be unable to pay out amounts as stated above because of delays on the part of the Company or because of some other obstacle, the Company shall ensure that the amount is paid

out to the party that was the Noteholder on the Record Day as soon as the obstacle has been removed.

- 5.4 If the Company is unable to meet its payment commitment through Euroclear Sweden because of an obstacle affecting Euroclear Sweden, the Company shall be entitled to defer its payment commitment until the obstacle has been removed. In such event interest shall be payable as described in section 7.1.
- 5.5 Should it emerge that a party that received an amount in accordance with this section 5 was not entitled to receive it, the Company and Euroclear Sweden shall nonetheless be deemed to have discharged their relevant duties.

## **6. INTEREST**

- 6.1 Interest on a particular Loan is calculated and payable (where applicable) in accordance with the Final Terms.
- 6.2 The Final Terms shall state the relevant Interest Structure using one of the following alternatives:

(a) **Fixed Interest**

If a Loan is specified as a Fixed Interest Loan, the Loan shall bear interest at the Interest Rate from (but excluding) the Loan Date up to (and including) the Redemption Date.

Interest accrued during an Interest Period is paid in arrears on the relevant Interest Payment Date and is calculated using the Day Count Convention 30/360 for Loans in Swedish kronor and Euros.

(b) **Floating Rate Notes (FRN)**

If a Loan is specified as a Floating Rate Note, the Loan shall bear interest from (but excluding) the Loan Date up to (and including) the Redemption Date. The Rate of Interest applicable to each respective Interest Period is determined by the Administrator on the respective Interest Determination Date as the Interest Base plus the Interest Base Margin for the same period.

If the Interest Rate is not determined on the Interest Determination Date because of an obstacle such as is described in section 16.1, the Loan shall continue to bear interest at the rate that applied to the immediately preceding Interest Period. As soon as the obstacle has been removed the Administrator shall calculate a new Interest Rate to apply from the second Business Day after the date of calculation until the end of the current Interest Period.

Interest accrued during an Interest Period is paid in arrears on the relevant Interest Payment Date and is calculated using the Day Count Convention Actual/360 for Loans in Swedish kronor and Euros.

(c) **Zero Coupon Notes**

If the Loan is specified as a Zero Coupon Note, the Loan shall bear no interest. Zero Coupon Notes may be issued at a discount and redeemed at an amount per MTN corresponding to their Nominal Amount or a proportion thereof.

- 6.3 If an Interest Payment Date for a Fixed Interest Note falls on a day that is not a Business Day, interest is not paid out until the following Business Day. However, interest is calculated and payable only up to and including the Interest Payment Date.
- 6.4 If an Interest Payment Date for a Floating Rate Note falls on a day that is not a Business Day, the immediately following Business Day shall instead be deemed the Interest Payment Date provided that such Business Day does not fall in a new calendar month, in which case the Interest Payment Date shall be deemed to be the preceding Business Day.

## **7. PENALTY INTEREST**

- 7.1 In the event of any delay in payment, default interest is payable on the due and unpaid amount from

the due date up to and including the day on which payment is made at a rate of interest equal to the average of one week STIBOR for MTNs issued in Swedish kronor and EURIBOR for MTNs issued in Euros for the duration of the default, in each case plus two percentage points, with STIBOR and EURIBOR respectively being established on the first Business Day of each calendar week during the period of default. The default interest rate on interest bearing Loans as set out in this section 7.1 shall not be lower than the rate which applied to the relevant Loan on the relevant due date plus two percentage points. Default interest is not capitalized.

- 7.2 If the delay is due to any obstacle affecting the Issuing Agents or Euroclear Sweden, the penalty interest rate shall (i) with respect to an interest bearing Loan, correspond to the rate of interest which applied to the relevant Loan on the relevant due date or (ii) with respect to a non-interest bearing Loan, the average of one week STIBOR or EURIBOR respectively for the duration of the default (STIBOR or EURIBOR respectively being established on the first Business Day of each calendar week during the period of default).

## **8. REDEMPTION AND REPURCHASE**

- 8.1 Loans mature on the Redemption Date at the amount per MTN specified in the Final Terms, together with accrued interest (if any). If the Redemption Date falls on a day that is not a Business Day, however, the Loan shall not be repaid until the following Business Day.
- 8.2 The Final Terms may contain a provision stating that the Company is entitled or obliged to repay Loans in full or in part along with accrued interest (if any) before the Redemption Date.
- 8.3 The Company may repurchase MTNs at any time and at any price whatsoever provided that this is compatible with current law. MTNs owned by the Company may be held, transferred or redeemed at the Company's discretion.

## **9. REPURCHASE ON CHANGE OF OWNERSHIP**

- 9.1 Each Noteholder shall be entitled to demand the repurchase of all or certain MTNs that it holds if:
- (a) the shares (or where relevant, the ordinary shares) in the Company cease to be listed for trading on the Regulated Market at Nasdaq Stockholm; or
  - (b) an event or a series of events occurs, as a result of which a physical person or legal entity, either itself or together with a related party as described in the Swedish Act on Public Takeover Offers on the Stock Market (2006:451) and which is not and does not include ICA-handlarnas Förbund, a non-profit company registered under corporate reg. no 802001-5577, either directly or indirectly, at any point in time:
    - (i) acquires more than 50 per cent of the shares or votes in the Company;
    - (ii) through agreement or otherwise is itself (or together with an aforementioned related party) able to appoint a majority of the Company's board members; or
    - (iii) through agreement, voting rights or otherwise is able alone (or together with an aforementioned related party) to determine the content of material commercial decisions in the Company.
- 9.2 As soon as the Company has become aware of a change of ownership as described in section 9.1 the Company is obliged to inform the Noteholders of this via a press release, on the Company's website and in accordance with section 15 (*Notices*). The notice shall include instructions for how a Noteholder should proceed if it wishes to have MTNs repurchased and shall specify the Repurchase Date.
- 9.3 The Repurchase Date shall be between one and two months after the notice of the change of ownership was given to Noteholders in accordance with section 9.2, but if the Repurchase Date is not a Business Day then the immediately following Business Day shall be regarded as the Repurchase Date.

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9.4 If there is a right of repurchase, the Company shall, upon request by a Noteholder, repurchase relevant MTNs on the Repurchase Date at the price per MTN that would have been repaid on the final Redemption Date, along with accrued interest (if any). In the case of MTNs that are Zero Coupon Notes an amount per MTN calculated in accordance with section 11.5 shall be paid instead.

9.5 Noteholders shall give the Company notice that they wish to assert their right to demand repurchase of MTNs at least 20 Business Days prior to the Repurchase Date.

## **10. SPECIAL COMMITMENTS**

For so long as any MTNs are outstanding, the Company makes the following commitments.

### **10.1 Status**

The Company shall ensure that, in terms of the law on preferential rights, its payment obligations under Loans are equated with the Company's other unsecured and unsubordinated payment obligations, except where such obligations have more preferential rights under current law.

### **10.2 The company's operations and non-current assets**

The Company (i) shall not materially change the nature of the Group's operations, and (ii) shall not sell or otherwise dispose of non-current assets if such disposal has an adverse material effect on the Company's ability to meet its payment obligations to the Noteholders.

### **10.3 Program Amount**

The Company shall not issue further MTNs under this MTN Program if it means that the total Nominal Amount of the MTNs outstanding under this MTN Program, including the MTNs that it intends to place, exceed the Program Amount on the date when agreement on placement of MTNs is made between the Company and the Issuing House.

### **10.4 Securing of other Market Loans**

The Company:

- (a) shall not itself provide security or allow others to provide security, whether in the form of contingent liabilities or otherwise, for another Market Loan that has been taken out or may be taken out by the Company;
- (b) shall not itself provide security in a form other than as a contingent liability, which in turn may not be secured, for another Market Loan that has been taken out or may be taken out by the Company; and
- (c) shall ensure that no other Group Company itself takes out Market Loans or provides a contingent liability or provides security for Market Loans that have been taken out or may be taken out by a party other than the Group Company; however, this section 10.4(c) shall not apply to ICA Banken AB, which has the corporate registration number 516401-0190.

### **10.5 Admission to trading on a Regulated Market**

In the case of Loans which the Final Terms state are to be admitted to trading on a Regulated Market, the Company undertakes to apply to NASDAQ OMX Stockholm AB for this to take place and to take the actions required to maintain admission to trading so long as the relevant Loan is outstanding, but at longest for so long as this is possible under applicable rules.

### **10.6 Provision of Loan Terms**

The current version of these General Terms and of the Final Terms for all outstanding Loans shall be kept available on the Company's website.

## **11. TERMINATION OF LOANS**

11.1 The Administrator shall (i) if so requested in writing by Noteholders that at the time of the request represent at least one tenth of the Adjusted Loan Amount under the relevant Loan (such a request can only be made by Noteholders entered in the CSD register kept by Euroclear Sweden on the Business

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Day occurring immediately after the date that the request was received by the Administrator and must, if made by a number of Noteholders, be made jointly) or (ii) if the Noteholders under a Loan so decide at a Noteholders' Meeting, declare in writing that the relevant Loan together with interest (if any) is due for payment immediately or on the date decided by the Administrator or Noteholders' Meeting (if applicable), if:

- (a) the Company fails to pay on time principal or interest amounts due in respect of any Loan under this MTN Program, unless the delay:
  - (i) is a result of a technical or administrative error; and
  - (ii) lasts no longer than three Business Days;
- (b) the Company in any respect other than as stated in (a) above fails to meet its commitments under the Loan Terms in respect of any Loan under this MTN Program, provided that:
  - (i) it is possible to remedy this; and
  - (ii) the Company has been requested in writing to remedy the situation and has not done so within 20 Business Days;
- (c) (i) a Significant Group Company fails to make payment on time or within an applicable grace period in respect of another loan and the loan in question is terminated early or could have been terminated early as a result, or, if there is no termination clause or the omitted payment would have been the final payment – if the delay in payment continues for 10 Business Days, all provided that the total outstanding debt under the loans affected amounts to at least SEK 100,000,000, or (ii) another loan to a Significant Group Company is terminated early as a result of grounds for termination (of any kind whatsoever), provided that the total debts due for payment under such terminated loans amount to at least SEK 200,000,000;
- (d) a Significant Group Company does not, within 15 Business Days of the date when the Significant Group Company received a legitimate demand to do so, honour security or guarantees that the Significant Group Company provided for commitments by others, provided that the legitimate demands that have not been satisfied within such period amounts in total to at least SEK 100,000,000;
- (e) a non-current asset that is owned by a Significant Group Company and has a value in excess of SEK 100,000,000 is seized and such seizure is not lifted within 30 Business Days of the date of the seizure decision;
- (f) a Significant Group Company suspends its payments;
- (g) a Significant Group Company petitions for or accepts a petition for corporate restructuring or similar proceedings;
- (h) a Significant Group Company is declared bankrupt;
- (i) it is decided that the Company is to go into liquidation or that a Significant Group Company is to be placed in compulsory liquidation; or
- (j) the board of directors of the Company draws up a merger plan under which the Company will become part of a new or existing company.

The term "**loan**" in section (c) above shall also include account credit and amounts that were not received as a loan but that are to be paid on the basis of debt instruments clearly intended for public trading.

- 11.2 The Administrator may not declare a relevant Loan and its interest (if any) due for payment in accordance with section 11.1 by reference to one of the grounds for termination if it has been decided at a Noteholders' Meeting that such grounds for termination shall not bring about termination as

described in section 11.1 (either temporarily or permanently).

- 11.3 The Company is obliged to inform the Issuing Agents and the Noteholders immediately via a press release, on the Company's website and in accordance with section 15 (*Notices*) in the event of the occurrence of one of the grounds for termination as stated in section 11.1. In the absence of such notification or notification in accordance with section 11.4 the Administrator or Issuing Agent shall not be deemed to be aware of a reason for termination, irrespective of its actual knowledge. Neither the Administrator nor the Issuing Agents are themselves responsible for monitoring whether conditions for termination as described in section 11.1 exist.
- 11.4 Whenever the Issuing Agents consider it reasonably necessary the Company shall provide the Issuing Agents with confirmation concerning circumstances as discussed in section 11.1. The Company shall further provide the Issuing Agents with more detailed information such as the Issuing Agents may reasonably request concerning circumstances as are discussed in section 11.1 and at the request of the Issuing Agents shall provide all the documents that may be of significance in this respect.
- 11.5 On repayment of Loans following termination in accordance with section 11.1:
- (a) interest-bearing Loans shall be repaid at an amount per MTN that would have been repaid on the final Redemption Date; and
  - (b) non-interest-bearing Loans shall be repaid at an amount per MTN that is determined according to the following formula as of the date of termination of the Loan:

$$\frac{\text{Nominal Amount}}{(1 + r)t}$$

r = the ask rate quoted by the Administrator for Swedish Government bonds with an outstanding term to maturity corresponding to the remaining term of the Loan in question. In the absence of such ask rate, the bid rate shall instead be used, which shall be reduced by a market bid/ask spread, expressed in percentage points. The calculation shall be based on the closing quotation.

t = the remaining term of the Loan in question, expressed using the Day Count Convention Actual/360 for MTNs issued in Swedish kronor or euros.

## **12. NOTEHOLDERS' MEETING**

- 12.1 The Administrator may and shall at the request of another Issuing House, the Company or Noteholders that at the time of such request represent at least one tenth of the Adjusted Loan Amount under a particular Loan (such a request can only be made by Noteholders entered in the CSD register kept by Euroclear Sweden on the Business Day occurring immediately after the date that the request was received by the Administrator and must, if made by a number of Noteholders, be made jointly) convene a Noteholders' Meeting for the Noteholders under the relevant Loan.
- 12.2 The Administrator shall convene a Noteholders' Meeting by sending notice of this to each Noteholder within five (5) Business Days of having received a request from another Issuing House, the Company or Noteholders as described in section 12.1 (or a later date if this is required for technical or administrative reasons).
- 12.3 The Administrator may refrain from convening a Noteholders' Meeting if (i) the proposed decision has to be approved by any party in addition to the Noteholders and this party has notified the Administrator that such approval will not be given, or (ii) the proposed decision is not compatible with current law.
- 12.4 The notice of the meeting described in section 12.2 shall include (i) the time and date of the meeting, (ii) the venue of the meeting, (iii) the agenda of the meeting (including each request for a decision by the Noteholders), and (iv) a proxy form. Only matters included in the notice of the meeting may be decided on at the Noteholders' Meeting. If Noteholders are required to notify their

- intention to attend the Noteholders' Meeting, this requirement shall be stated in the notice convening the meeting.
- 12.5 The Noteholders' Meeting shall be held on a date that is between fifteen (15) and thirty (30) Business Days after the date of the notice of the meeting. Noteholders' Meetings for several loans under the MTN Program may be held on the same occasion.
- 12.6 Without deviating from the provisions of these General Terms the Administrator may prescribe such further provisions relating to the convention of and holding of the Noteholders' Meeting as it considers appropriate. Such provisions may include, among other things, the possibility of Noteholders voting without attending the meeting in person.
- 12.7 Only persons who are Noteholders, or who have been authorized in accordance with section 4 (*Right to act on behalf of Noteholders*) by a party who is a Noteholder, on the Record Date for the Noteholders' Meeting may exercise voting rights at such a Noteholders' Meeting, assuming that the relevant MTNs are included in the Adjusted Loan Amount.
- 12.8 Decisions on the following matters require the approval of Noteholders representing at least 80 per cent of that part of the Adjusted Loan Amount for which Noteholders are voting under the relevant Loan at the Noteholders' Meeting:
- (a) change of Redemption Date, reduction of Nominal Amount, changes in terms relating to interest or amount to be repaid (other than in accordance with what is stated in the Loan Terms) and change in the specified Currency of the Loan;
  - (b) changes to the terms concerning Noteholders' Meetings as per this section 12; and
  - (c) mandatory exchange of MTNs for other securities.
- 12.9 Matters that are not covered by section 12.8 require the approval of Noteholders representing more than 50 per cent of that part of the Adjusted Loan Amount for which Noteholders are voting under the relevant Loan at the Noteholders' Meeting. This includes, but is not limited to, changes to and waivers of rights related to the Loan Terms that do not require a greater majority (other than changes as described in section 13 (*Changes to terms, Program Amount, etc.*)) and early termination of Loans.
- 12.10 A Noteholders' Meeting is quorate if Noteholders representing at least 50 per cent of the Adjusted Loan Amount under the relevant Loan in respect of a matter in section 12.1 and otherwise 20 per cent of the Adjusted Loan Amount under the relevant Loan are present at the meeting either in person or by telephone (or are present via an authorized representative).
- 12.11 If a Noteholders' Meeting is not quorate the Administrator shall convene a new Noteholders' Meeting (in accordance with section 12.2) unless the relevant proposal has been withdrawn by the party or parties that initiated the Noteholders' Meeting. The requirement of a quorum in section 12.10 shall not apply at such new Noteholders' Meeting.
- 12.12 A decision at a Noteholders' Meeting that extends obligations or limits rights of the Company or an Issuing House under the Loan Terms shall also require the approval of the party concerned.
- 12.13 A Noteholder that holds more than one MTN is not required to vote for all the MTNs it holds and is not required to vote in the same way for all the MTNs it holds.
- 12.14 The Company may not, directly or indirectly, pay or contribute to payment being made to any Noteholder in order that this Noteholder will give its approval under the Loan Terms unless such payment is offered to all Noteholders that give their approval at a relevant Noteholders' Meeting.
- 12.15 A decision made at a Noteholders' Meeting is binding on all Noteholders under the relevant Loan irrespective of whether they were present at the Noteholders' Meeting. Noteholders that did not vote for a decision shall not be liable for losses that the decision causes to other Noteholders.
- 12.16 The Administrator's reasonable costs and expenses occasioned by a Noteholders' Meeting,

including reasonable payment to the Administrator, shall be paid by the Company.

- 12.17 At the Administrator's request, the Company shall without delay provide the Administrator with a certificate stating the Nominal Amount for MTNs held by Group Companies on the relevant Record Date prior to a Noteholders' Meeting, irrespective of whether such Group Companies are registered by name as holders of MTNs. The Administrator shall not be responsible for the content of such a certificate or otherwise be responsible for establishing whether an MTN is held by a Group Company.
- 12.18 Information on decisions taken at a Noteholders' Meeting shall be notified without delay to the Noteholders under the relevant Loan by means of a press release, on the Company's website and in accordance with section 15 (*Notices*). At the request of a Noteholder the Administrator shall provide the Noteholder with minutes of the relevant Noteholders' Meeting. However, failure to notify the Noteholders as described above shall not affect the validity of the decision.

### **13. CHANGES TO TERMS, PROGRAM AMOUNT, ETC.**

- 13.1 The Company and the Lead Bank may agree on adjustments to correct any clear and manifest error in these General Terms.
- 13.2 The Company and the Administrator may agree on adjustments to correct any clear and manifest error in the Final Terms of a particular Loan. The Company and Issuing Houses may agree to amend the Loan Terms provided that such amendment is not detrimental to the Noteholders.
- 13.3 The Company and all Issuing Agents may agree to increase or decrease the Program Amount.
- 13.4 An Issuing Agent may be engaged by agreement between the Company and the agent in question and the Issuing Agents. An Issuing Agent may step down as an Issuing Agent, but an Administrator in respect of a particular Loan may not step down unless a new Administrator is appointed in its place.
- 13.5 Amendments to or concession of Loan Terms in cases other than as set out in sections 13.1 to 13.4 shall take place through a decision at a Noteholders' Meeting as described in section 12 (*Noteholders' Meeting*).
- 13.6 Approval at a Noteholders' Meeting of an amendment to the terms may include the objective content of the amendment and need not contain the specific wording of the amendment.
- 13.7 A decision on an amendment to the terms shall also include a decision on when the amendment is to take effect. However, an amendment shall not take effect until it has been registered with Euroclear Sweden (where relevant) and published in accordance with section 10.6.
- 13.8 The amendment or concession of terms as described in this section 13 shall be promptly notified by the Company to the Noteholders in accordance with section 15 (*Notices*) and published in accordance with section 10.6.

### **14. LIMITATION**

- 14.1 Claims for the payment of principal lapse ten years after the Redemption Date. Claims for the payment of interest lapse three years after the relevant Interest Payment Date. Upon limitation the Company shall be entitled to keep any funds that may have been reserved for such payments.
- 14.2 If the limitation period is interrupted a new limitation period of ten years will commence for claims in respect of principal and three years for claims in respect of interest amounts, in both cases calculated from the day indicated by provisions laid down in the Swedish Act on Limitation (1981:130) concerning the effect of an interruption in the limitation period).

### **15. NOTICES**

- 15.1 Notices shall be provided to Noteholders for the relevant Loan at the address registered with Euroclear Sweden on the Record Day before dispatch. A notice to the Noteholders shall also be

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published by means of a press release and published on the Company's website.

- 15.2 Notices shall be provided to the Company and Issuing Agents at the address registered with the Swedish Companies Registration Office (Bolagsverket) on the Record Day before dispatch.
- 15.3 A notice to the Company or Noteholders in accordance with the Loan Terms that is sent by standard post shall be deemed to have been received by the recipient on the third Business Day after dispatch and notices sent by courier shall be deemed to have been received by the recipient when delivered to the specified address.
- 15.4 In the event that a notice is not sent correctly to a certain Noteholder the effectiveness of notices to other Noteholders shall be unaffected.

**16. LIMITATION OF LIABILITY ETC.**

- 16.1 In connection with the measures falling to the Issuing Agents, the Issuing Agents shall not be held liable for any losses arising out of any Swedish or foreign legal enactment, or any measure undertaken by a Swedish or foreign public authority, or war, strike, blockade, boycott, lockout or any other similar circumstance. The reservation in respect of strikes, blockades, boycotts and lockouts applies even if the Issuing Agent concerned itself takes such measures or is subject to such measures.
- 16.2 Losses arising in other cases shall not be compensated by an Issuing Agent if the Issuing Agent concerned has exercised due care. In no case shall compensation be paid for indirect losses.
- 16.3 Should there be an obstacle for the Issuing Agent to take any action due to any circumstance set out in section 16.1, such action may be postponed until the obstacle has been removed.
- 16.4 The aforesaid shall apply unless otherwise provided in the Swedish Financial Instruments Accounts Act.

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**17. APPLICABLE LAW AND JURISDICTION**

- 17.1 The Loan Terms shall be governed by Swedish law.
  - 17.2 Disputes shall be settled by Swedish courts. Stockholm District Court shall be the court of first instance.
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We hereby confirm that the above General Terms are binding upon us

Stockholm, May 27, 2015

ICA GRUPPEN AB (publ)

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## **TEMPLATE FOR FINAL TERMS**

*The template below shall be used as a basis for the preparation of Final Terms for each loan issued under the MTN Program.*

*Under this MTN Program, MTNs with a principal of up to one hundred thousand (100,000) euros or the equivalent in Swedish kronor may be issued.*

**ICA Gruppen AB (publ)**

### **Final Terms of Loan [•]**

#### **under ICA Gruppen AB's (publ) ("the Company") Swedish MTN Program**

The Loan shall be governed by the General Terms dated on May 27, 2015 of the abovementioned MTN Program, and the Final Terms set out below. The General Terms of the Company's MTN Program are set out in the Company's base prospectus published on May 29, 2015 and any supplements published from time to time that were prepared for the MTN Program in accordance with Article 5.4 of Directive 2003/71/EC (along with relevant implementing measures under this directive in the member state concerned and in the current version, including amendments through Directive 2010/73/EU to the extent implemented in the relevant member state, known as the "Prospectus Directive") (the "Base Prospectus") for the MTN Program. Definitions used below are explained either in the General Terms or elsewhere in the Base Prospectus.

Complete information on ICA Gruppen and the offering is provided only by the combination of the Base Prospectus, its supplements and these Final Terms, for which reason investors considering an investment in MTNs should read these Final Terms together with the Base Prospectus and its supplements. The Base Prospectus is available at [www.icagruppen.se](http://www.icagruppen.se). A summary of the individual issue of MTNs through which loans are raised is appended to these Final Terms.

### **GENERAL**

- |   |  |
|---|--|
| 1. <b>Loan number:</b>  | [•]  |
| (i) Tranche   | [•]  |
| <br>  |  |
| 2. <b>Total Nominal Amount:</b>   | [•]  |
| (i) of the Loan:  | [•]  |
| (ii) of this tranche:   | [•]  |
| <br>  |  |
| 3. <b>Price per MTN:</b>  | [•] % of Nominal Amount  |
| <br>  |  |
| 4. <b>Currency:</b>   | [SEK/EUR]  |
| <br>  |  |
| 5. <b>Nominal Amount per MTN:</b>   | [SEK/EUR] [•]  |
| <br>  |  |
| 6. <b>Loan Date:</b>  | [•]  |
| <br>  |  |
| 7. <b>Start date for interest determination (if different to Loan Date):</b>                    | [•]  |
| <br>  |  |
| 8. <b>Settlement Date:</b>  | [•]  |
| <br>  |  |
| 9. <b>Redemption Date:</b>  | [•]  |
| <br>  |  |
| 10. <b>Interest Structure:</b>  | [Fixed Interest]<br>[Floating Rate Note (FRN)]<br>[Zero Coupon Note] |
| <br>  |  |
| 11. <b>Amount on which interest is to be calculated:</b>  | [Nominal Amount/[•]]   |
| <br>  |  |
| 12. <b>Purpose of the offering and intended use of the expected proceeds from the offering:</b> | [Provide details]  |

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## **DETERMINATION OF YIELD**

13.	<b>Fixed Interest:</b>	[Applicable/Not applicable] <i>(If not applicable, delete remaining subheadings in this section)</i>
	(i) Interest Rate:	[•]% annual interest calculated on [Nominal Amount/[•]]
	(ii) Interest Period:	Period from [•] up to and including [•] (the first Interest Period) and thereafter each period of approximately [•] months ending on an Interest Payment Date
	(iii) Interest Payment Date(s):	[Annually/6-monthly/Quarterly] on [•], for the first time on [•] and for the last time on [•]; if this day is not a Business Day then interest will be paid on the next subsequent Business Day, but only interest up to and including the Interest Payment Date will be paid <i>(Amend the above in the event of a shorter or longer Interest Period)</i>
	(iv) Day Count Convention:	30/360
14.	<b>Floating Rate Note (FRN):</b>	[Applicable/Not applicable] <i>(If not applicable, delete remaining subheadings in this section)</i>
	(i) Interest Base	[STIBOR/EURIBOR] [The Interest Base for the [first/last] coupon is to be interpolated linearly between [•] month [STIBOR]/[EURIBOR] and [•] month [STIBOR]/[EURIBOR].]
	(ii) Interest Base Margin	[+/-][•]% annual interest calculated on [Nominal Amount/[•]]
	(iii) Interest Determination Date:	[Two] Business Days before each Interest Period, for the first time on [•]
	(iv) Interest Period:	Period from [•] up to and including [•] (the first Interest Period) and thereafter each period of approximately [•] months ending on an Interest Payment Date
	(v) Interest Payment Dates:	On [•], [•], [•] and [•] each year, for the first time on [•] and for the last time on [the Redemption Date/[•]]; however, if this day is not a Business Day then the Interest Payment Date shall be deemed to be the next Banking Day, unless this falls in a new calendar month, in which case the Interest Payment Date shall be deemed to be the preceding Banking Day
	(vi) Day Count Convention:	Actual/360
	(vii) Name of the calculation agent:	Not applicable.
15.	<b>Zero coupon:</b>	[Applicable/Not applicable] <i>(If not applicable, delete remaining subheadings in this section)</i>
	(i) Terms of Loans without interest:	[Specify]

## **REDEMPTION**

16.	<b>Amount at which MTNs are to be redeemed on the final Redemption Date:</b>	[•]% of [Nominal Amount/[•]]
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<b>17. MTNs for which the Company has the option of early redemption before the Redemption Date:</b>	[Applicable/Not applicable] <i>((If not applicable, delete remaining subheadings in this section)</i>
(i) Redemption dates:	[•]
(ii) Price per MTN on redemption:	[•] % of [Nominal Amount/[•]]
(iii) Minimum Nominal Amount that may be redeemed per MTN:	[•]
(iv) Maximum Nominal Amount that may be redeemed per MTN:	[•]
(v) Time limits:	[•]

## MISCELLANEOUS

<b>18. Admission to trading on a Regulated Market:</b>	[Applicable/Not applicable]
(i) Regulated Market:	[Nasdaq Stockholm/Not applicable]
(ii) Estimate of total costs associated with admission to trading:	[•]
(iii) Total amount of securities which are listed for trading:	[•]
(iv) Earliest day for listing for trading.	[Specify/Not applicable]
(v) Regulated Markets or equivalent markets on which the issuer is aware that securities of the same class as the securities which are offered or which are to be listed are already listed for trading:	[Specify/Not applicable]
(vi) A company which has a firm undertaking to act as an intermediary for secondary trading:	[Specify/Not applicable]
<b>19. Interests:</b>	[Specify/Not applicable] <i>(Persons who are involved in the issue and who may be of significance for an individual Loan shall be described)</i>
<b>20. Credit rating of Loans:</b>	[Specify/Not applicable]
<b>21. Statement of the resolution, by virtue of which the securities have been created and/or issued:</b>	[Specify/Not applicable]
<b>22. Information from third parties:</b>	[Information in these Final Terms obtained from third parties has been correctly reproduced and, as far as the Company is aware and can ensure by comparison with other information published by the third parties from which the information has been obtained, no information has been omitted in such a way as to render the information reproduced incorrect or misleading./Not applicable]
<b>23. Issuing Houses:</b>	[Specify the Issuing Agents]
<b>24. Administrator:</b>	[Specify the Issuing Agents]
<b>25. Other restriction of consent to use the Base Prospectus:</b>	[Specify/Not applicable]

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26. **ISIN:** SE[•]

The Company confirms that the above supplementary terms are applicable to the Loan along with the General Terms and undertakes to pay principal and (where applicable) interest in accordance with these. The Company further confirms that all significant events after the date of the Base Prospectus relating to this MTN Program that could affect the market's view of the Company have been made public.

Stockholm, [•]

**ICA GRUPPEN AB (publ)**