

## **Amendment and Restatement Agreement**

by and between

**KOY Tampereen Monitoimiareena**

as Borrower

and

**City of Tampere and Tampereen Monitoimiareena Ky**

as Lenders

## AMENDMENT AND RESTATEMENT AGREEMENT

This Amendment and Restatement Agreement (the "**Agreement**") is entered into on 29<sup>th</sup> of November 2023, between:

### 1 Parties

- (a) **KOY TAMPEREEN MONITOIMIAREENA**, a limited liability company incorporated under the laws of Finland (business ID 2792951-4) (the "**Borrower**");
- (b) **TAMPEREEN MONITOIMIAREENA KY**, a limited partnership incorporated under the laws of Finland (business ID 2858981-4), represented by the general partner **TAMPEREEN MONITOIMIAREENA GP OY** (business ID 2865799-5) as its sole general partner (the "**Arena LP**");
- (c) **CITY OF TAMPERE**, a Finnish municipality (business ID 0211675-2), having its address at PO Box 765, 33101 Tampere, Finland (the "**City**"), and

The Arena LP and the City are jointly hereinafter referred to as the "**Lenders**", and the Borrower, Arena LP and the City are jointly hereinafter referred to as the "**Parties**" and each of them as a "**Party**", as the context may require.

### 2 Background

- 2.1 The Borrower and Nordea Bank Abp, as the agent, among others, have entered into a EUR 40,000,000 facility agreement relating to Project Areena originally dated 12 January 2018 and amended and restated by Amendment and Restatement Agreement dated 15 February 2019 (the "**Amended Facility Agreement**").
- 2.2 The Borrower, the Investors (as defined in the Amended Intercreditor Agreement referred to below) and Nordea, as the security agent, among others, have entered into an intercreditor and subordination agreement relating to Project Areena originally dated 12 January 2018 and amended and restated by Amendment and Restatement Agreement dated 15 February 2019 (the "**Amended Intercreditor Agreement**").
- 2.3 The Borrower and Tampereen Monitoimiareena Ky, as lender, have entered into a EUR 22,000,000 Subordinated Loan Agreement dated 12 January 2018 (the "**Arena LP Subordinated Loan Agreement 1**").
- 2.4 The Borrower and Tampereen Monitoimiareena Ky, as lender, have entered into a EUR 3,000,000 Subordinated Loan Agreement dated 16 April 2020 (the "**Arena LP Subordinated Loan Agreement 2**").

2.5 The Borrower and City of Tampere, as lender, have entered into a EUR 22,000,000 Subordinated Loan Agreement dated 12 January 2018 (the "**City Subordinated Loan Agreement 1**").

2.6 The Borrower and City of Tampere, as lender, have entered into a EUR 2,000,000 Subordinated Loan Agreement dated 16 April 2020 (the "**City Subordinated Loan Agreement 2**").

2.62.7 The Borrower, as pledgor, and Arena LP, as investor security agent, have entered into the Investor Security Agreement dated 24 June 2019 (the "**Investor Security Agreement**").

2.72.8 The Parties wish to agree upon an investment being made into the reserve for invested unrestricted equity (Fi: *sijoitetun vapaan oman pääoman rahasto*, the "**SVOP Reserve**") of the Borrower, and to amend and restate the Arena LP Subordinated Loan Agreement 1, Arena LP Subordinated Loan Agreement 2, City Subordinated Loan Agreement 1 and City Subordinated Loan Agreement 2 in the on the terms and conditions set out in this Agreement.

2.82.9 Nordea Bank, as the Agent and Security Agent (as defined in the Amended Facility Agreement and Amended Intercreditor Agreement) has given its consent to the completion of the debt-for-equity swap and the amendment of the subordinated loan agreements as specified in this Agreement.

### **3 Debt-to-equity Conversion of the Arena LP Subordinated Loan Agreement 2 and City Subordinated Loan Agreement 2**

3.1 The Parties have agreed to convert the principal amount of the loan and accrued interest under the Arena LP Subordinated Loan 2 and City Subordinated Loan 2 into the SVOP Reserve (equity) in the Borrower and, by way of the conversion, the payment obligations of the Borrower under the Arena LP Subordinated Loan 2 and City Subordinated Loan 2 will have been fully and irrevocably paid or discharged and all obligations of the Borrower under the Arena LP Subordinated Loan 2 and City Subordinated Loan 2 have expired or been cancelled as of the Amendment and Restatement Date.

### **4 Debt-to-equity Conversion and Amendments to the Arena LP Subordinated Loan Agreement 1 and City Subordinated Loan Agreement 1**

4.1 The Parties have agreed to convert the principal amount of the loan and accrued interest under the Arena LP Subordinated Loan 1 into equity in the Borrower in the amount of EUR 12,000,000, and the debt and accrued interest under the City Subordinated Loan 1 into equity in the Borrower in the amount of EUR 8,000,000 as of the Amendment and Restatement Date, and therefore, the Arena LP Subordinated Loan 1 and the City Subordinated Loan 1 shall be amended and restated as set forth in sections 4.2 and 4.3 below.

4.2 The Arena LP Subordinated Agreement 1 shall, with effect from the Amendment and Restatement Date (as defined below), be amended so as to read as set forth

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in Schedule 1 (Amended LP Subordinated Agreement) (the "**Amended LP Subordinated Agreement**").

- 4.3 The City Subordinated Loan Agreement 1 shall, with effect from the Amendment and Restatement Date, be amended so as to read as set forth in Schedule 2 (Amended City Subordinated Loan Agreement) (the "**Amended City Subordinated Loan Agreement**").

## **5 Effectiveness**

- 5.1 This Agreement shall enter into force on the date of signing.
- 5.2 The conversion of debt into the SVOP Reserve of the Borrower pursuant to Section 3 and Section 4 and the amendments to the subordinated loan agreements pursuant to Section 4 shall be effected on the date of the decisions of the City approving the conversion of the City Subordinated Loan Agreement 1 and 2 have become final and non-appealable (Fi: *lainvoimainen*) (the "**Amendment and Restatement Date**").

## **6 Continuity**

- 6.1 Continuing obligations

The Parties confirm that the provisions of the Finance Documents (as defined in the Amended Facility Agreement and Amended Intercreditor Agreement) and the provisions of the Investor Security Agreement shall, save as amended by this Agreement, continue in full force and effect.

- 6.2 Confirmation of Security

Each Party that is a party to a Security Document (as defined in the Amended Facility Agreement and Amended Intercreditor Agreement) confirms that with effect from the Amendment and Restatement Date, the Security created pursuant to each Security Document shall remain in full force and effect notwithstanding the amendments referred to in Sections 3 and 4 and shall continue to secure the Secured Obligations (as defined in the Security Documents) under the Finance Documents (including, but not limited to, the Amended Facility Agreement).

The Parties confirm that with effect from the Amendment and Restatement Date, the Pledge created pursuant to the Investor Security Agreement shall remain in full force and effect notwithstanding the amendments referred to in Sections 3 and 4 and shall continue to secure the Secured Obligations (as defined in the Investor Security Agreement).

## **7 Miscellaneous**

(a) This Agreement is a Finance Document (as defined in the Amended Facility Agreement and Amended Intercreditor Agreement).

(b) The headings of this Agreement are for convenience of reference only and shall not in any way limit or affect the meaning or interpretation of the provisions of this Agreement.

(c) Each schedule to which reference is made herein and which is attached hereto shall be deemed to be incorporated in this Agreement by such reference.

(d) All notices, demands or other communication, to or upon the respective Parties shall be given in accordance with the Amended Facility Agreement at the address or fax number identified therein or otherwise disclosed to the other party in accordance therewith.

(e) This Agreement may be executed in any number of counterparts, with the Parties signing different counterparts and all of which when taken together shall be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by email or otherwise shall be as effective as delivery of a manually executed counterpart of this Agreement.

(f) If any part of this Agreement is held to be invalid or unenforceable, such determination shall not invalidate any other provision of this Agreement. However, the Parties shall attempt, through negotiations in good faith, to replace any part of this Agreement so held to be invalid or unenforceable. The failure of the Parties to reach an agreement on a replacement provision shall not affect the validity of the remaining part of this Agreement.

## **8 Governing law and jurisdiction**

8.1 This Agreement is governed by and construed in accordance with the laws of Finland. The courts of Finland shall have exclusive jurisdiction over matters arising of or in connection with this Agreement. The District Court of Helsinki shall be court of first instance.

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*[signature pages to follow]*

**The Borrower**

**KOY TAMPEREEN MONITOIMIAREENA**

\_\_\_\_\_  
By:  
Name:  
Title:

**The Lenders**

**TAMPEREEN MONITOIMIAREENA KY**  
represented by its general partner  
Tampereen Monitoimiareena GP Oy

\_\_\_\_\_  
By:  
Name:  
Title:

**CITY OF TAMPERE**

\_\_\_\_\_  
By:  
Name:  
Title:

**SCHEDULE 1**

**AMENDED LP SUBORDINATED AGREEMENT**

**SCHEDULE 2**

**AMENDED CITY SUBORDINATED AGREEMENT**