

**EXECUTION VERSION**

**BOND TERMS  
FOR  
HAVILA ARIEL AS**

**FRN SENIOR SECURED NOK 400,000,000 BONDS 2021/2024**

**ISIN NO 0011159485**

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ATTACHMENT 1 COMPLIANCE CERTIFICATE

ATTACHMENT 2 RELEASE NOTICE – ESCROW ACCOUNT

ATTACHMENT 3 AGREED SECURITY PRINCIPLES

<b>BOND TERMS between</b>	
ISSUER:	Havila Ariel AS, a private limited company incorporated under the laws of Norway with business registration number 991 192 239 and LEI-code 549300WJUIWR0KNTIL55.
BOND TRUSTEE:	Nordic Trustee AS, a company existing under the laws of Norway with registration number 963 342 624 and LEI-code 549300XAKTM2BMKIPT85.
DATED:	2 December 2021
These Bond Terms shall remain in effect for so long as any Bonds remain outstanding.	

## 1. INTERPRETATION

### 1.1 Definitions

The following terms will have the following meanings:

"**Acceptable Appraiser**" means Newsec AS and any other independent appraiser appointed by the Issuer and acceptable to the Bond Trustee.

"**Acceptable Bank**" means a bank or financial institution which has a rating for its long-term unsecured and non-credit-enhanced debt obligations of A- or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or A3 or higher by Moody's Investors Service Limited or a comparable rating from an internationally recognized credit rating agency.

"**Accounting Standard**" means GAAP.

"**Acquisition**" means the acquisition contemplated under the SPA 1.

"**Additional Guarantor**" has the meaning given to that term in paragraph (b)(ii)(A) of Clause 2.5 (*Transaction Security*).

"**Affiliate**" means, in relation to any person:

- (a) any person which is a Subsidiary of that person;
- (b) any person who has Decisive Influence over that person (directly or indirectly); and
- (c) any person which is a Subsidiary of an entity who has Decisive Influence over that person (directly or indirectly).

"**Agreed Security Principles**" means the principles set out in Attachment 3 (*Agreed Security Principles*) hereto.

"**Amortisation Date**" means each date when instalments shall be paid pursuant to Clause 10.1 (*Redemption of Bonds*).

"**Annual Financial Statements**" means the audited unconsolidated and consolidated annual financial statements of the Issuer for any financial year, prepared in accordance with the Accounting Standard, such financial statements to include a profit and loss account, balance sheet, cash flow statement and report of the board of directors.

"**Attachment**" means any schedule, appendix or other attachment to these Bond Terms.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Bond Terms**" means these terms and conditions, including all Attachments which form an integrated part of these Bond Terms, in each case as amended and/or supplemented from time to time.

"**Bond Trustee**" means the company designated as such in the preamble to these Bond Terms, or any successor, acting for and on behalf of the Bondholders in accordance with these Bond Terms.

"**Bond Trustee Fee Agreement**" means the agreement entered into between the Issuer and the Bond Trustee relating, among other things, to the fees to be paid by the Issuer to the Bond Trustee for the services provided by the Bond Trustee relating to the Bonds.

"**Bondholder**" means a person who is registered in the CSD as directly registered owner or nominee holder of a Bond, subject however to Clause 3.3 (*Bondholders' rights*).

"**Bondholders' Meeting**" means a meeting of Bondholders as set out in Clause 15 (*Bondholders' Decisions*).

"**Bonds**" means (i) the debt instruments issued by the Issuer pursuant to these Bond Terms and (ii) any overdue and unpaid principal which has been issued under a separate ISIN in accordance with the regulations of the CSD from time to time.

"**Business Day**" means a day on which both the relevant CSD settlement system is open, and the relevant Bond currency settlement system is open.

"**Business Day Convention**" means that if the last day of any Interest Period originally falls on a day that is not a Business Day, the Interest Period will be extended to include the first following Business Day unless that day falls in the next calendar month, in which case the Interest Period will be shortened to the first preceding Business Day (*Modified Following*).

"**Call Option**" has the meaning given to it in Clause 10.2 (*Voluntary early redemption – Call Option*).

"**Call Option Repayment Date**" means the settlement date for the Call Option determined by the Issuer pursuant to Clause 10.2 (*Voluntary early redemption – Call Option*) or a date agreed upon between the Bond Trustee and the Issuer in connection with such redemption of Bonds.

**"Cash Sweep Amount"** means the amount, at the relevant time, by which the aggregate amount of the Group's cash in hand and deposits in bank accounts exceed NOK 10,000,000 (or its equivalent in any other currencies), and so that:

- (a) deposits on tax accounts (No.: *skattetrekkskonti*), the Escrow Account and other escrow accounts and cash collateral accounts in respect of which deposits are not freely available to any Group Company shall be excluded from the calculation;
- (b) the calculation shall be made with respect to each Amortisation Date and on the date falling thirty (30) days prior to each Amortisation Date and shall promptly (minimum twenty (20) days prior to the payment date) be notified and certified in writing by the Issuer to the Bond Trustee and the Paying Agent; and
- (c) the Cash Sweep Amount shall for each calculation be rounded down to the nearest whole NOK million.

**"Compliance Certificate"** means a statement substantially in the form as set out in Attachment 1 hereto.

**"CSD"** means the central securities depository in which the Bonds are registered, being Verdipapirsentralen ASA (VPS).

**"Decisive Influence"** means a person having, as a result of an agreement or through the ownership of shares or interests in another person (directly or indirectly):

- (a) a majority of the voting rights in that other person; or
- (b) a right to elect or remove a majority of the members of the board of directors of that other person.

**"Default Notice"** means a written notice to the Issuer as described in Clause 14.2 (*Acceleration of the Bonds*).

**"Default Repayment Date"** means the settlement date set out by the Bond Trustee in a Default Notice requesting early redemption of the Bonds.

**"Distribution"** means any (i) loan to a direct or indirect shareholder, (ii) dividend payment, repurchase of shares or loans or (iii) other equity or capital distributions (including group contributions and servicing of Subordinated Loans) by a person to its direct or indirect shareholders, whether in cash or in kind, including without limitation any total return swaps or instruments with similar effect.

**"EBITDA"** means, for any Relevant Period (on a consolidated basis for the Group) operating profit before deducting any amount attributable to interest, taxes, depreciation, amortisation, impairment and non-cash expenses, and so that any payments by the Parent under the Minimum Rent Guarantees during any Relevant Period shall, for the calculation of EBITDA, be included as lease income for that Relevant Period, and provided further that if any Relevant Period ends on a date which is less than 12 months after the close of a permitted acquisition or permitted sale, EBITDA for that relevant Period shall be adjusted by:

- (a) including the operating profit before interest, tax, depreciation, amortisation and impairment charges (calculated on the same basis as EBITDA) of a Group Company (or attributable to a business or assets) acquired during the Relevant Period for that part of the Relevant Period) prior to its becoming a member of the Group or (as the case may be) prior to the acquisition of the business or assets; and
- (b) excluding the operating profit before interest, tax, depreciation, amortisation and impairment charges (calculated on the same basis as EBITDA) attributable to any Group Company (or to any business or assets) disposed of during the Relevant Period for that part of the Relevant Period.

**"Escrow Account"** means an account in the name of the Issuer with an Acceptable Bank, blocked and pledged on first priority as security for the Issuer's obligations under the Finance Documents.

**"Escrow Account Pledge"** means the pledge over the Escrow Account, where the bank operating the account has waived any set-off rights.

**"Event of Default"** means any of the events or circumstances specified in Clause 14.1 (*Events of Default*).

**"Exchange"** means Oslo Børs (the Oslo Stock Exchange):

**"Existing Loans"** means the following existing Financial Indebtedness in respect of the Properties:

<i>Property</i>		<i>Amount of existing loans</i>
<i>Land no. (gnr.)/property no. (bnr.)</i>	<i>Address</i>	
6/240 and 5/418 in Sola municipality	Ekofiskvegen 35	Approx. NOK 276,500,000
22/59 in Herøy municipality	Mjølstadnesvegen 24	Approx. NOK 26,000,000
22/45 and 22/58 in Herøy municipality	Holmefjordvegen 1 & 5	Approx. NOK 12,000,000
78/15 in Hareid municipality	Hjørungavågvegen 137	Approx. NOK 25,000,000

**"Finance Documents"** means these Bond Terms, the Bond Trustee Fee Agreement, any Transaction Security Document, any subordination agreement required to be made under the terms of the Finance Documents, any Security Agent Agreement and any other document designated by the Issuer and the Bond Trustee as a Finance Document.

**"Financial Indebtedness"** means any indebtedness for or in respect of:

- (a) moneys borrowed (and debit balances at banks or other financial institutions);
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialized equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument, including the Bonds;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Standard, be treated as finance or capital lease (meaning that the lease is capitalized as an asset and booked as a corresponding liability in the balance sheet);
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis) provided that the requirements for de-recognition under the Accounting Standard are met;
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing or otherwise being classified as a borrowing under the Accounting Standard;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the mark to market value shall be taken into account) (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability of a person which is not an Group Company which liability would fall within one of the other paragraphs of this definition;
- (i) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the Issuer) before the Maturity Date or are otherwise classified as borrowings under the Accounting Standard;
- (j) any amount of any liability under an advance or deferred purchase agreement, if (i) the primary reason behind entering into the agreement is to raise finance or (ii) the agreement is in respect of the supply of assets or services and payment is due more than one hundred and twenty (120) days after the date of supply; and
- (k) without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above.

**"Financial Reports"** means the Annual Financial Statements and the Interim Accounts.

**"Financial Support"** means any loans, guarantees, Security securing obligations of another person or other financial assistance (whether actual or contingent).

**"First Call Date"** means the Interest Payment Date falling in June 2024.

**"First Call Price"** has the meaning given to that term in paragraph (a) (i) of Clause 10.2 (*Voluntary early redemption – Call Option*)

**"GAAP"** means the generally accepted practices and principles in the country in which the Issuer is incorporated including, if applicable, IFRS.

**"Group"** means the Issuer and its Subsidiaries from time to time.

**"Group Company"** means any person which is a member of the Group.

**"Guarantee"** means the joint, several unconditional and irrevocable corporate guarantees (Norwegian: *selvskyldnerkausjon*) and indemnities issued by each of the Guarantors in respect of the Secured Obligations, which shall constitute senior obligations of each Guarantor.

**"Guarantor"** means each Original Guarantor and each Additional Guarantor.

**"Holmefjordvegen 1 & 5 Properties"** means the Properties listed in no. 5 in the definition of "Properties".

**"IFRS"** means the International Financial Reporting Standards and guidelines and interpretations issued by the International Accounting Standards Board (or any predecessor and successor thereof) in force from time to time and to the extent applicable to the relevant financial statement.

**"Initial Nominal Amount"** means the Nominal Amount of each Bond on the Issue Date as set out in Clause 2.1 (*Amount, denomination and ISIN of the Bonds*).

**"Insolvent"** means that a person:

- (a) is unable or admits inability to pay its debts as they fall due;
- (b) suspends making payments on any of its debts generally; or
- (c) is otherwise considered insolvent or bankrupt within the meaning of the relevant bankruptcy legislation of the jurisdiction which can be regarded as its centre of main interest as such term is understood pursuant to Regulation (EU) 2015/848 on insolvency proceedings (as amended from time to time).

**"Interest Cover Ratio"** means, for each Relevant Period, the ratio of EBITDA to Net Interest Cost.

**"Interest Payment Date"** means the last day of each Interest Period, the first Interest Payment Date being 6 March 2022 and the last Interest Payment Date being the Maturity Date.

**"Interest Period"** means, subject to adjustment in accordance with the Business Day Convention, the period between 6 March, 6 June, 6 September and 6 December each year, provided however that an Interest Period shall not extend beyond the Maturity Date.



**"Interest Rate"** means the percentage rate per annum which is the aggregate of the Reference Rate for the relevant Interest Period plus the Margin.

**"Interim Accounts"** means the unaudited consolidated quarterly financial statements of the Issuer for the quarterly period ending on each 31 March, 30 June, 30 September and 31 December in each year, prepared in accordance with the Accounting Standard, such financial statements to include a profit and loss account, balance sheet, cash flow statement and management commentary by the Issuer with respect to the Issuer's financial report.

**"Intra-Group Claims"** means any liability or monetary claim which is or will become owing by one Group Company to another Group Company.

**"ISIN"** means International Securities Identification Number.

**"Issue Date"** means 6 December 2021.

**"Issuer"** means the company designated as such in the preamble to these Bond Terms.

**"Issuer's Bonds"** means any Bonds which are owned by the Issuer or any Affiliate of the Issuer.

**"Listing Failure Event"** means a breach of the provisions of paragraph (b) of Clause 4 (*Admission to Listing*).

**"Liquidity"** means the aggregate book value of the Issuer's (on a consolidated basis) freely available and unrestricted cash deposits with Acceptable Banks.

**"Loan-to-Value Ratio"** means the ratio, expressed as a percentage, of (a) the aggregate amount of the Financial Indebtedness of the Group less (i) any amounts standing to the credit of the Issuer in the Escrow Account, (ii) the amount of the Liquidity and (iii) the amount of any Subordinated Loan to (b) the Market Value.

**"Make Whole Amount"** means an amount equal to the sum of:

- (a) the present value on the Call Option Repayment Date of the redeemed Bonds at the First Call Price; and
- (b) the present value on the Call Option Repayment Date of the remaining interest payments of the redeemed Bonds, less any accrued and unpaid interest on the redeemed Bonds as at the Call Option Repayment Date, to the First Call Date,

where the present value shall be calculated by using a discount rate of two-point-zero-five per cent. (2.05%) per annum, and where the Interest Rate applied for the remaining interest payments until the First Call Date shall be the applicable Interest Rate on the Call Option Repayment Date.

**"Manager"** means each of Arctic Securities AS and Fearnley Securities AS.

**"Mandatory Redemption Event"** means a Property Disposal Event or a Total Loss Event.

**"Mandatory Redemption Repayment Date"** means the settlement date for the Mandatory Redemption Event pursuant to Clause 10.4 (*Mandatory early redemption due to a Mandatory Redemption Event*).

**"Margin"** means five-point-seven-five per cent. (5.75%) per annum.

**"Market Value"** means, at any time, the aggregate fair market value of all the Properties as set out in the latest Valuation Report, excluding any market value pertaining to any Property that has been sold or disposed of since the date of the latest Valuation Report.

**"Material Adverse Effect"** means an event or circumstance which has a material adverse effect on (a) the business, financial condition or operations of the Group taken as a whole; (b) the ability of the Issuer to perform its payment obligations under the Finance Documents; or (c) the validity or enforceability of any of the Finance Documents and if capable of remedy, not remedied with fifteen (15) Business Days of the Issuer becoming aware of the issue or being given notice of the issue by the Bond Trustee.

**"Maturity Date"** means 6 December 2024, adjusted according to the Business Day Convention.

**"Minimum Rent Guarantees"** means rent guarantees (each a "Rent Guarantee") entered into between the Bond Trustee, the Issuer and the Parent and whereby the Parent:

- (a) with respect to the Properties listed in no. 3 of the definition of "Properties" (the "Guarantee Properties 1"), undertakes to contribute new cash equity capital or Subordinated Loans to the Issuer in amounts equal to the amount by which the aggregate gross annual rent on the Guarantee Property 1 during any year falls short of NOK 6,000,000 (the "Guarantee 1 Amount"); and
- (b) with respect to the Properties listed in no. 5 of the definition of "Properties" (the "Guarantee Properties 2" and together with the Guarantee Properties 1, the "Guarantee Properties"), undertakes to contribute new cash equity capital or Subordinated Loans to the Issuer in amounts equal to the amount by which the aggregate gross annual rent on the Guarantee Property 2 from and including 2025 falls short of NOK 3,758,000 (the "Guarantee 2 Amount", and together with the Guarantee 1 Amount, the "Guarantee Amounts"),

and in each case so that:

- (c) each Rent Guarantee shall have a term no shorter than 31 December 2027;
- (d) the Guarantee Amounts (starting on the levels previously adjusted for hereunder) shall, each 31 December, be adjusted upwards or downwards according to the 12 month increase or decrease in the consumer price index (No.: *konsumprisindeksen - totalindeksen*) as published by *Statistisk Sentralbyrå* (or any replacement agency or replacement reference rate); and

- (e) the calculation of amounts to be contributed by the Parent under each Rent Guarantee shall made on the last Business Day of each month with respect to the remaining calendar year based on existing lease agreements for each Guarantee Property and where contributions by the Parent shall be made on a monthly basis in equal amounts and which, when aggregate with the gross rent received for each relevant Guarantee Property during any calendar year, will amount to the relevant Guarantee Amount for each relevant calendar year.

**"Minor Property Divestment"** means, with respect to any Property, any (i) sub-division (No. utskillelse) of any part of that Property and/or (ii) divestment, by sale, de-merger swap or otherwise, of parts of any Property, in each case (a) on which any existing building is not directly located, (b) which is not necessary for the operation or ordinary use of the existing buildings on that Property, (c) which is permitted under all lease agreements for that Property, (d) which does not reduce the value of the Property as a rental property or expected rental income for that Property, (e) which would not reduce the Loan-to-Value Ratio (as evidenced by an updated Valuation Report obtained by the Issuer and which shall assume that the relevant transactions has been completed) and (c) which does not otherwise have a Material Adverse Effect.

**"Mjølstadnesvegen Properties"** means each of the Mjølstadnesvegen 19 & 21 Properties and the Mjølstadnesvegen 24 Property.

**"Mjølstadnesvegen SPVs"** means each of the Mjølstadnesvegen 19 & 21 SPV and the Mjølstadnesvegen 24 SPV.

**"Mjølstadnesvegen 24 Property"** means the Property listed in no. 1 in the definition of "Properties".

**"Mjølstadnesvegen 24 SPV"** means a private limited company incorporated in Norway for the purpose of owning the Mjølstadnesvegen 24 Property.

**"Mjølstadnesvegen 19 & 21 Properties"** means the Property listed in no. 2 in the definition of "Properties".

**"Mjølstadnesvegen 19 & 21 SPV"** means a private limited company incorporated in Norway for the purpose of owning the Mjølstadnesvegen 19 & 21 Properties.

**"Net Interest Cost"** means, for any Relevant Period, the aggregate gross cash interest costs of the Group related to the Group's interest-bearing debt less the aggregate gross cash interest income of the Group for that Relevant Period.

**"NOK"** means the lawful currency of the Kingdom of Norway.

**"Nominal Amount"** means nominal value of each Bond at any time. The Nominal Amount may be amended pursuant to paragraph (j) of Clause 16.2 (*The duties and authorities of the Bond Trustee*).

**"Obligor"** means the Issuer and any Guarantor(s).

**"Original Guarantor"** means each of:

- (a) the Parent;
- (b) OHI Eiendom AS, a private limited company incorporated under the laws of Norway with business registration number 980 185 141;
- (c) Havila Invest AS, a private limited company incorporated under the laws of Norway with business registration number 987 558 474;
- (d) Havborg 1 Invest AS, a private limited company incorporated under the laws of Norway with business registration number 979 338 996;
- (e) Havborg 1 Eiendom ANS, an unlimited company incorporated under the laws of Norway with business registration number 979 328 761;
- (f) Havblikk Eiendom AS, a private limited company incorporated under the laws of Norway with business registration number 987 515 465;
- (g) Mjølstadnesvegen 19 & 21 SPV; and
- (h) Mjølstadnesvegen 24 SPV.

**"Outstanding Bonds"** means any Bonds not redeemed or otherwise discharged.

**"Overdue Amount"** means any amount required to be paid by an Obligor under any of the Finance Documents but not made available to the Bondholders on the relevant Payment Date or otherwise not paid on its applicable due date.

**"Parent"** means Havila Holding AS, a private limited company incorporated under the laws of Norway with business registration number 979 366 256.

**"Partial Payment"** means a payment that is insufficient to discharge all amounts then due and payable under the Finance Documents.

**"Paying Agent"** means NT Services AS, a private limited company incorporated under the laws of Norway with business registration number 916 482 574, which shall be appointed by the Issuer to act as its paying agent with respect to the Bonds in the CSD.

**"Payment Date"** means any Interest Payment Date or any Repayment Date.

**"Permitted Financial Indebtedness"** means any Financial Indebtedness:

- (a) under the Finance Documents;

- (b) up to the date of the first release from the Escrow Account, consisting of the Existing Loans;
- (c) incurred by the Issuer under a Subordinated Loan;
- (d) any Financial Indebtedness under finance or capital leases vehicles, equipment, computers, production, storage or other relevant assets incurred in the ordinary course of business;
- (e) in the form of any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank, financial institution or insurance company or other professional risk underwriter in respect of an underlying liability in the ordinary course of business of a Group Company;
- (f) any Intra-Group Claims;
- (g) incurred under any pension and tax liabilities incurred in the ordinary course of business; or
- (h) any other Financial Indebtedness not covered by (i) to (g) above in the aggregate amount of NOK 5,000,000 (or the equivalent in any other currency).

**"Permitted Financial Support"** means any

- (a) Financial Support as a result of guarantees and Security provided under or pursuant to the Finance Documents;
- (b) up to the date of the first release from the Escrow Account, Financial Support related to the Existing Loans;
- (c) Financial Support by a Group Company in favour of another Group Company; and
- (d) Financial Support constituting Permitted Security.

**"Permitted Security"** means any

- (a) Security created under or pursuant to the Finance Documents;
- (b) up to the date of the first release from the Escrow Account, Security securing the Existing Loans;
- (c) with respect to any Financial Indebtedness referred to in paragraph (d) (finance leases) in "Permitted Financial Indebtedness" above, Security over the assets financed by the finance or capital lease;
- (d) Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a Group Company in the ordinary course of business and not arising as a result of a default or omission by a Group Company;

- (e) any Security arising by operation of law, provided that such Security does not arise due to any default or omission by a Group Company;
- (f) any netting or set-off arrangement entered into by the Issuer or any other Group Company in the ordinary course of its banking arrangements and/or for the purpose of netting debit and credit balances of the Group; and
- (g) any Security arising over any bank accounts or custody accounts or other clearing banking facilities held with any bank or financial institution under the standard terms and conditions of such bank or financial institution.

**"Permitted Transaction"** means

- (a) any Minor Property Divestment; and
- (b) any transaction or reorganisation between any Group Companies (provided that the applicable Transaction Security is re-established after such reorganisation, to the extent required).

**"Properties"** means each of the following real properties in Norway (freehold) (post final release from the Escrow Account):

<i>No.</i>	<i>Owner</i>	<i>Land no. (gnr.) and property no. (bnr.)</i>	<i>Address and municipality</i>
1	Initially the Parent, but to be transferred to the Mjølstadnesvegen 24 SPV	22/59	Mjølstadnesvegen 24, Herøy municipality
2	Mjølstadnesvegen 19 & 21 SPV	22/45 and 22/58	Mjølstadnesvegen 19 & 21, Herøy municipality
3	OHI Eiendom AS	78/15	Hjørungavågvegen 137, Hareid municipality
4	Havborg 1 Invest AS (legal owner) and Havborg 1 Eiendom ANS (title holder)	6/240 and 5/418	Ecofiskvegen 35, Sola municipality
5	Havblikk Eiendom AS	34/526 pluss snr. 5 of 34/22	Holmefjordvegen 1 & 5, Herøy municipality

**"Property Disposal Event"** means a direct or indirect disposal of one or more Property to an entity not being a Group Company (other than under a Minor Property Divestment).

"**Quarter Date**" means each 31 March, 30 June, 30 September and 31 December.

"**Quotation Business Day**" means a day on which Norges Bank's settlement system is open.

"**Relevant Period**" means each period of twelve months ending on the relevant Quarter Date.

"**Reference Rate**" shall mean NIBOR (Norwegian Interbank Offered Rate) being;

- (a) the interest rate fixed for a period comparable to the relevant Interest Period published by Global Rate Set Systems (GRSS) at approximately 12.00 (Oslo time) on the Interest Quotation Day; or
- (b) if no screen rate is available for the relevant Interest Period:
  - (i) the linear interpolation between the two closest relevant interest periods, and with the same number of decimals, quoted under paragraph (a) above; or
  - (ii) a rate for deposits in the currency of the Bonds for the relevant Interest Period as supplied to the Bond Trustee at its request quoted by a sufficient number of commercial banks reasonably selected by the Bond Trustee; or
- (c) if the interest rate under paragraph (a) is no longer available, the interest rate will be set by the Bond Trustee in consultation with the Issuer to:
  - (i) any relevant replacement reference rate generally accepted in the market; or
  - (ii) such interest rate that best reflects the interest rate for deposits in the currency of the Bonds offered for the relevant Interest Period.

In each case, if any such rate is below zero, the Reference Rate will be deemed to be zero.

"**Relevant Jurisdiction**" means the country in which the Bonds are issued, being Norway.

"**Relevant Record Date**" means the date on which a Bondholder's ownership of Bonds shall be recorded in the CSD as follows:

- (a) in relation to payments pursuant to these Bond Terms, the date designated as the Relevant Record Date in accordance with the rules of the CSD from time to time; or
- (b) for the purpose of casting a vote with regard to Clause 15 (*Bondholders' Decisions*), the date falling on the immediate preceding Business Day to the date of that Bondholders' decision being made, or another date as accepted by the Bond Trustee.

"**Repayment Date**" means any date for payment of instalments in accordance with Clause 10.1 (*Redemption of Bonds*), any Call Option Repayment Date, the Default Repayment Date, the Tax Event Repayment Date, the Mandatory Redemption Repayment Date or the Maturity Date.

"**Secured Obligations**" means all present and future obligations and liabilities of the Obligors under the Finance Documents.

"**Secured Parties**" means the Security Agent and the Bond Trustee on behalf of itself and the Bondholders.

"**Securities Trading Act**" means the Securities Trading Act of 2007 no.75 of the Relevant Jurisdiction.

"**Security**" means any encumbrance, mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Security Agent**" means the Bond Trustee or any successor Security Agent, acting for and on behalf of the Secured Parties in accordance with any Security Agent Agreement or any other Finance Document.

"**Security Agent Agreement**" means any agreement other than these Bond Terms whereby the Security Agent is appointed to act as such in the interest of the Bond Trustee (on behalf of itself and the Bondholders).

"**SPA 1**" means the sale and purchase agreement to be made between the Mjølstadnesvegen 19 & 21 SPV as buyer and Mjølstadneset Eiendom AS as seller in respect of the Mjølstadnesvegen 19 & 21 Properties.

"**SPA 2**" means the sale and purchase agreement to be made between the Issuer as buyer and the Parent as seller in respect of the entire share capital in Havblikk Eiendom AS, whereby the Issuer will also indirectly acquire the Holmefjordvegen 1 & 5 Properties.

"**Subordinated Loan**" means any loan or credit granted or to be granted to the Issuer, with terms to ensure that such loan:

- (a) is fully subordinated to the liabilities of the Issuer under the Finance Documents;
- (b) does not mature prior to the date on which all amounts under the Bond Terms and any other Finance Documents have been paid in full; and
- (c) does not provide for its acceleration or confer any right to declare any event of default prior to the date on which all amounts under the Bond Terms and any other Finance Documents have been paid in full,

and which is subject to (i) Transaction Security securing the Secured Obligations and (ii) a subordination and turn-over agreement between the Issuer, the Bond Trustee and the lender of the Subordinated Loan governed by Norwegian law.

"**Subsidiary**" means a company over which another company has Decisive Influence.

"**Summons**" means the call for a Bondholders' Meeting or a Written Resolution as the case may be.

"**Tax Event Repayment Date**" means the date set out in a notice from the Issuer to the Bondholders pursuant to Clause 10.3 (*Early redemption option due to a tax event*).



**"Total Loss Event"** means an actual or constructive total loss of any Property.

**"Transaction Security"** means the Security created or expressed to be created in favour of the Security Agent (on behalf of the Secured Parties) pursuant to the Transaction Security Documents.

**"Transaction Security Documents"** means, collectively, the Escrow Account Pledge and all of the documents which shall be executed or delivered pursuant to Clause 2.5 (*Transaction Security*).

**"Valuation Report"** means a valuation report prepared by an Acceptable Appraiser, stipulating the fair market value at such time of all the Properties (not sold or disposed of), and so that where a Property is owned by a Group Company (other than the Issuer), the valuation shall be made on the shares in that Group Company and adjusted to reflect the direct value and any excess value (No.: *merverdi*) of the Property

**"Voting Bonds"** means the Outstanding Bonds less the Issuer's Bonds.

**"Written Resolution"** means a written (or electronic) solution for a decision making among the Bondholders, as set out in Clause 15.5 (*Written Resolutions*).

## 1.2 Construction

In these Bond Terms, unless the context otherwise requires:

- (a) headings are for ease of reference only;
- (b) words denoting the singular number will include the plural and vice versa;
- (c) references to Clauses are references to the Clauses of these Bond Terms;
- (d) references to a time are references to Central European time unless otherwise stated;
- (e) references to a provision of "**law**" is a reference to that provision as amended or re-enacted, and to any regulations made by the appropriate authority pursuant to such law;
- (f) references to a "**regulation**" includes any regulation, rule, official directive, request or guideline by any official body;
- (g) references to a "**person**" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, unincorporated organization, government, or any agency or political subdivision thereof or any other entity, whether or not having a separate legal personality;
- (h) references to Bonds being "**redeemed**" means that such Bonds are cancelled and discharged in the CSD in a corresponding amount, and that any amounts so redeemed may not be subsequently re-issued under these Bond Terms;
- (i) references to Bonds being "**purchased**" or "**repurchased**" by the Issuer means that such Bonds may be dealt with by the Issuer as set out in Clause 11.1 (*Issuer's purchase of Bonds*),

(j) references to persons "**acting in concert**" shall be interpreted pursuant to the relevant provisions of the Securities Trading Act; and

(k) an Event of Default is "**continuing**" if it has not been remedied or waived.

## **2. THE BONDS**

### **2.1 Amount, denomination and ISIN of the Bonds**

- (a) The Issuer has resolved to issue a series of Bonds in the amount of NOK 400,000,000.
- (b) The Bonds are denominated in Norwegian Kroner (NOK), being the legal currency of Norway.
- (c) The Initial Nominal Amount of each Bond is NOK 1.
- (d) The ISIN of the Bonds is set out on the front page. These Bond Terms apply with identical terms and conditions to (i) all Bonds issued under this ISIN and (ii) any Overdue Amounts issued under one or more separate ISIN in accordance with the regulations of the CSD from time to time.
- (e) Holders of Overdue Amounts related to interest claims will not have any other rights under these Bond Terms than their claim for payment of such interest claim which claim shall be subject to paragraph (b) of Clause 15.1.

### **2.2 Tenor of the Bonds**

The tenor of the Bonds is from and including the Issue Date to but excluding the Maturity Date.

### **2.3 Use of proceeds**

The net proceeds of the Bond Issue (net of fees and legal cost of the Managers and the Bond Trustee and any other cost and expenses incurred in connection with the Bond Issue) shall be applied towards:

- (a) financing the Acquisition;
- (b) repaying the Existing Loans in full; and
- (c) after the Existing Loans have been repaid in full, towards the general corporate purposes of the Group.

### **2.4 Status of the Bonds**

The Bonds will constitute senior debt obligations of the Issuer. The Bonds shall be secured as set out Clause 2.5 (*Transaction Security*). The Bonds will rank at least *pari passu* with each other and with all other obligations of the Issuer (save for such claims which are preferred by bankruptcy, insolvency, liquidation or other similar laws of general application).

### **2.5 Transaction Security**

- (a) As Security for the due and punctual fulfilment of the Secured Obligations, the Issuer shall procure that the following Transaction Security is granted in favour of the Security Agent within the times agreed in Clause 6 (*Conditions for disbursement*):

*Pre-Settlement Security:*

- (i) A pledge over the Escrow Account.

*Pre-Disbursement Security:*

- (ii) A pledge granted over all of the shares and ownership interests in the Issuer and in each other Group Company, from time to time;
- (iii) a security assignment by the Parent and any other provider of all its claims and rights under any Subordinated Loans, from time to time;
- (iv) a mortgage over each Property granted by the relevant Obligor, which shall include all relevant equipment being legally part of each Property, from time to time;
- (v) a security assignment over each Group Company's monetary claim against the Account Bank for the amount from time to time standing to the credit of each such Group Company in all of its bank accounts from time to time, other than sub-accounts in cash pool arrangements within the Group, any cash collateral accounts relating to Permitted Security, tax deduction/withholding accounts and other bank accounts which cannot be subject to Transaction Security under law or the policies of the Account Bank;
- (vi) a security assignment by each Group Company of all its claims and rights under any Intra-group Claims, from time to time;
- (vii) a security assignment of the relevant Obligor's monetary claims under the SPA 1 and the SPA 2;
- (viii) a security assignment by each Group Company owning a Property of all monetary claims and rights in respect of all relevant insurances over the Properties, and the equipment related thereto (other than insurances for payment to third parties) (and with such acknowledgements thereof as the insurers are willing to give (if any));
- (ix) a floating charge by each Group Company in the form of a factoring agreement (No.: *avtale om factoringpant*) over all trade receivables, respectively;
- (x) a floating charge over the machinery and plant (No.: *pant i driftstilbehør*) of each Group Company, respectively;
- (xi) the Minimum Rent Guarantees; and
- (xii) the Guarantees.

- (b) Additional Transaction Security and Additional Guarantors:
  - (i) Subject to any mandatory limitations under applicable law, any asset acquired by a Group Company following the date of the first release from the Escrow Account which would have been made subject to Transaction Security, had it been held by that Group Company at the date prior to the date of the first release from the Escrow Account, shall be made subject to security for the Bond Issue.
  - (ii) If any company becomes (through incorporation, acquisition or otherwise) a Group Company (the "**New Group Company**"), the Issuer shall promptly notify the Bond Trustee thereof in writing and promptly procure that (in each case to the extent permitted by applicable corporate benefit and financial assistance restrictions or limitations (or similar restrictions or limitations)) as soon as possible and in any event within the earlier of thirty (30) Business Days of the New Group Company becoming a Group Company:
    - (A) the New Group Company becomes a guarantor (an "**Additional Guarantor**") by providing a Guarantee;
    - (B) Security is created over the shares in or other equity interest of the New Group Company owned by each Group Company;
    - (C) Security is created over any Intra-Group Claim to the New Group Company; and
    - (D) the New Group Company provides Security over its assets as if it had been an Obligor prior to the first release from the Escrow Account.
- (c) The Transaction Security shall be based on the Agreed Security Principles and shall be granted on such terms and conditions as the Bond Trustee in its discretion deems appropriate in order to create the intended benefit for the Secured Parties under the relevant document.

### **3. THE BONDHOLDERS**

#### **3.1 Bond Terms binding on all Bondholders**

- (a) By virtue of being registered as a Bondholder (directly or indirectly) with the CSD, the Bondholders are bound by these Bond Terms and any other Finance Document, without any further action required to be taken or formalities to be complied with by the Bond Trustee, the Bondholders, the Issuer or any other party.
- (b) The Bond Trustee is always acting with binding effect on behalf of all the Bondholders.

#### **3.2 Limitation of rights of action**

- (a) No Bondholder is entitled to take any enforcement action, instigate any insolvency procedures, or take other legal action against the Issuer or any other party in relation to any of the liabilities of the Issuer or any other party under or in connection with the Finance Documents, other than through the Bond Trustee and in accordance with these

Bond Terms, provided, however, that the Bondholders shall not be restricted from exercising any of their individual rights derived from these Bond Terms.

- (b) Each Bondholder shall immediately upon request by the Bond Trustee provide the Bond Trustee with any such documents, including a written power of attorney (in form and substance satisfactory to the Bond Trustee), as the Bond Trustee deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. The Bond Trustee is under no obligation to represent a Bondholder which does not comply with such request.

### **3.3 Bondholders' rights**

- (a) If a beneficial owner of a Bond not being registered as a Bondholder wishes to exercise any rights under the Finance Documents, it must obtain proof of ownership of the Bonds, acceptable to the Bond Trustee.
- (b) A Bondholder (whether registered as such or proven to the Bond Trustee's satisfaction to be the beneficial owner of the Bond as set out in paragraph (a) above) may issue one or more powers of attorney to third parties to represent it in relation to some or all of the Bonds held or beneficially owned by such Bondholder. The Bond Trustee shall only have to examine the face of a power of attorney or similar evidence of authorisation that has been provided to it pursuant to this Clause 3.3 (*Bondholders' rights*) and may assume that it is in full force and effect, unless otherwise is apparent from its face or the Bond Trustee has actual knowledge to the contrary.

## **4. ADMISSION TO LISTING**

The Bonds shall be listed on:

- (a) the Frankfurt Open Market, no later than ten (10) Business Days after the Issue Date; and
- (b) the Oslo Stock Exchange, no later than twelve (12) months after the Issue Date,

and remain listed thereon until the Bonds have been redeemed in full.

## **5. REGISTRATION OF THE BONDS**

### **5.1 Registration in the CSD**

The Bonds shall be registered in dematerialised form in the CSD according to the relevant securities registration legislation and the requirements of the CSD.

### **5.2 Obligation to ensure correct registration**

The Issuer will at all times ensure that the registration of the Bonds in the CSD is correct and shall immediately upon any amendment or variation of these Bond Terms give notice to the CSD of any such amendment or variation.

### **5.3 Country of issuance**

The Bonds have not been issued under any other country's legislation than that of the Relevant Jurisdiction. Save for the registration of the Bonds in the CSD, the Issuer is under no obligation to register, or cause the registration of, the Bonds in any other registry or under any other legislation than that of the Relevant Jurisdiction.

## **6. CONDITIONS FOR DISBURSEMENT**

### **6.1 Conditions precedent for disbursement to the Issuer**

- (a) Payment of the net proceeds from the issuance of the Bonds to the Escrow Account shall be conditional on the Bond Trustee having received in due time (as determined by the Bond Trustee) prior to the Issue Date each of the following documents, in form and substance satisfactory to the Bond Trustee:
  - (i) the Bond Terms duly executed by all parties hereto;
  - (ii) the Bond Trustee Fee Agreement duly executed by the parties thereto;
  - (iii) the Escrow Account Pledge Agreement duly executed by all parties thereto and perfected (including waiver of set-off rights);
  - (iv) copies of all necessary corporate resolutions of the Issuer to issue the Bonds and execute the Finance Documents to which it is a party;
  - (v) unless included in (iv) above, a copy of a power of attorney from the Issuer to relevant individuals for their execution of the Finance Documents to which the Issuer is a party, or extracts from the relevant register or similar documentation evidencing such individuals' authorisation to execute such Finance Documents on behalf of the Issuer;
  - (vi) certified copies of the Issuer's articles of association (No. vedtekter) and certificate of registration (No. firmaattest);
  - (vii) copies of the Issuer's latest Financial Reports (if any);
  - (viii) confirmation that the applicable prospectus requirements (ref the EU prospectus regulation, Regulation (EU) (2017/1129)) concerning the issuance of the Bonds have been fulfilled;
  - (ix) confirmation that the Bonds are registered in the CSD (by obtaining an ISIN for the Bonds);
  - (x) a certificate from the Issuer confirming that the Bond Issue would not cause any borrowing, issuance, or similar limit binding on it to be exceeded or breached;
  - (xi) copies of any written documentation used in marketing the Bonds or made public by the Issuer or any Manager in connection with the issuance of the Bonds; and

- (xii) legal opinions as may be required by the Bond Trustee in respect of corporate matters relating to the Issuer and the legality, validity and enforceability of these Bond Terms and the Finance Documents.
- (b) The net proceeds from the issuance of the Bonds (on the Escrow Account) will not be disbursed to the Issuer unless the Bond Trustee has received or is satisfied that it will receive in due time (as determined by the Bond Trustee) prior to such disbursement to the Issuer each of the following documents, in form and substance satisfactory to the Bond Trustee:
- (i) a duly executed release notice from the Issuer, as set out in Attachment 2;
  - (ii) unless delivered under paragraph (a) above, as pre-settlement conditions precedent:
    - (A) certified copies of all necessary corporate resolutions of each Obligor required to provide the Transaction Security and execute the Finance Documents to which it is a party;
    - (B) a certified copy of a power of attorney (unless included in the relevant corporate resolutions) from each Obligor to relevant individuals for their execution of the Finance Documents to which it is a party, or extracts from the relevant register or similar documentation evidencing such individuals' authorisation to execute such Finance Documents on behalf of the relevant Obligor;
    - (C) certified copies of each Obligor's articles of association and of a full extract from the relevant company register in respect of each Obligor evidencing that the Obligors are validly existing;
  - (iii) confirmation from the relevant insurance companies (or the insurance broker) that the Bond Trustee (on behalf of the Bondholders) is registered as co-insured under all insurances subject to Transaction Security;
  - (iv) evidence that each of the Obligors (other than the Parent and the Mjølstadnesvegen SPVs) is a wholly owned Subsidiary of the Issuer;
  - (v) evidence, in the form of updated registration transcripts (No.: *grunnboksutskrift*) from the Norwegian Mapping Authority (No.: *Statens kartverk – grunnboken*), that each Property (other than the Mjølstadnesvegen Properties) is wholly owned by each relevant Obligor as set out in the definition of "Property";
  - (vi) a copy of the SPA 1 and the SPA 2;
  - (vii) evidence, in the form of a statement from the Issuer to the Bond Trustee, that all conditions for completion of the Acquisition under the SPA 1 (other than the payment of the purchase price) has been satisfied and that the Acquisition will be completed no later than two (2) Business Days after the first release of net proceeds from the Escrow Account to the Issuer;

- (viii) the Transaction Security Documents duly executed by all parties thereto and evidence of the establishment and perfection of the Transaction Security and all other Finance Documents being duly executed; and
  - (ix) legal opinions or other statements as may be required by the Bond Trustee, including in respect of corporate matters relating to the Obligors and the legality, validity and enforceability of the Finance Documents (unless delivered under paragraph (a) as pre-settlement conditions precedent).
- (c) The Bond Trustee, acting in its sole discretion, may, regarding this Clause 6.1 (*Conditions precedent for disbursement to the Issuer*), waive or postpone the requirements for documentation or decide that delivery of certain documents shall be made subject to an agreed closing procedure between the Bond Trustee and the Issuer.
- (d) Notwithstanding the foregoing, the Transaction Security to be delivered as conditions precedent for disbursement may, to the extent the granting and/or perfection of the same (i) is prohibited or made difficult under the terms of the Existing Loans or (ii) is conditional on the completion of any Acquisition, in each case be granted and perfected no later than fifteen (15) Business Days after the date of the first release of net proceeds from the Escrow Account to the Issuer.

## **6.2 Disbursement of the proceeds**

Disbursement of the proceeds from the issuance of the Bonds is conditional on the Bond Trustee's confirmation to the Paying Agent that the conditions in Clause 6.1 (*Conditions precedent for disbursement to the Issuer*) have been either satisfied in the Bond Trustee's discretion or waived by the Bond Trustee pursuant to paragraph (c) of Clause 6.1 above.

## **7. REPRESENTATIONS AND WARRANTIES**

The Issuer makes the representations and warranties set out in this Clause 7 (*Representations and warranties*), in respect of itself and in respect of each Group Company and the Parent to the Bond Trustee (on behalf of the Bondholders) at the following times and with reference to the facts and circumstances then existing:

- (a) at the date of these Bond Terms;
- (b) at the Issue Date; and
- (c) on each date of disbursement of proceeds from the Escrow Account;

### **7.1 Status**

It is a limited liability company, duly incorporated and validly existing and registered under the laws of its jurisdiction of incorporation, and has the power to own its assets and carry on its business as it is being conducted.

### **7.2 Power and authority**

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, these Bond Terms and any other Finance Document to which it is a party and the transactions contemplated by those Finance Documents.



**7.3 Valid, binding and enforceable obligations**

These Bond Terms and each other Finance Document to which it is a party constitutes (or will constitute, when executed by the respective parties thereto) its legal, valid and binding obligations, enforceable in accordance with their respective terms, and (save as provided for therein) no further registration, filing, payment of tax or fees or other formalities are necessary or desirable to render the said documents enforceable against it.

**7.4 Non-conflict with other obligations**

The entry into and performance by it of these Bond Terms and any other Finance Document to which it is a party and the transactions contemplated thereby do not and will not conflict with (i) any law or regulation or judicial or official order; (ii) its constitutional documents; or (iii) any agreement or instrument which is binding upon it or any of its assets.

**7.5 No Event of Default**

- (a) No Event of Default exists or is likely to result from the making of any drawdown under these Bond Terms or the entry into, the performance of, or any transaction contemplated by, any Finance Document.
- (b) No other event or circumstance has occurred which constitutes (or with the expiry of any grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on it or any of its Subsidiaries or to which its (or any of its Subsidiaries') assets are subject which has or is likely to have a Material Adverse Effect.

**7.6 Authorizations and consents**

All authorisations, consents, approvals, resolutions, licenses, exemptions, filings, notarizations or registrations required:

- (a) to enable it to enter into, exercise its rights and comply with its obligations under these Bond Terms or any other Finance Document to which it is a party; and
- (b) to carry on its business as presently conducted and as contemplated by these Bond Terms,

have been obtained or effected and are in full force and effect.

**7.7 Litigation**

No litigation, arbitration or administrative proceedings or investigations of or before any court, arbitral body or agency which, if adversely determined, is likely to have a Material Adverse Effect have (to the best of its knowledge and belief) been started or threatened against it or any of its Subsidiaries.

**7.8 Financial Reports**

Its most recent Financial Reports fairly and accurately represent the assets and liabilities and financial condition as at their respective dates, and have been prepared in accordance with the Accounting Standard, consistently applied.

**7.9 No Material Adverse Effect**

Since the date of the most recent Financial Reports, there has been no change in its business, assets or financial condition that is likely to have a Material Adverse Effect.

**7.10 No misleading information**

Any factual information provided by it to the Bondholders or the Bond Trustee for the purposes of the issuance of the Bonds was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.

**7.11 No withholdings**

The Issuer is not required to make any deduction or withholding from any payment which it may become obliged to make to the Bond Trustee or the Bondholders under these Bond Terms.

**7.12 Pari passu ranking**

Its payment obligations under these Bond Terms or any other Finance Document to which it is a party ranks as set out in Clause 2.4 (*Status of the Bonds*).

**7.13 Security**

No Security exists over any of the present assets of any Group Company in conflict with these Bond Terms.

**8. PAYMENTS IN RESPECT OF THE BONDS**

**8.1 Covenant to pay**

- (a) The Issuer will unconditionally make available to or to the order of the Bond Trustee and/or the Paying Agent all amounts due on each Payment Date pursuant to the terms of these Bond Terms at such times and to such accounts as specified by the Bond Trustee and/or the Paying Agent in advance of each Payment Date or when other payments are due and payable pursuant to these Bond Terms.
- (b) All payments to the Bondholders in relation to the Bonds shall be made to each Bondholder registered as such in the CSD at the Relevant Record Date, by, if no specific order is made by the Bond Trustee, crediting the relevant amount to the bank account nominated by such Bondholder in connection with its securities account in the CSD.
- (c) Payment constituting good discharge of the Issuer's payment obligations to the Bondholders under these Bond Terms will be deemed to have been made to each Bondholder once the amount has been credited to the bank holding the bank account nominated by the Bondholder in connection with its securities account in the CSD. If the paying bank and the receiving bank are the same, payment shall be deemed to have been made once the amount has been credited to the bank account nominated by the Bondholder in question.

- (d) If a Payment Date or a date for other payments to the Bondholders pursuant to the Finance Documents falls on a day on which either of the relevant CSD settlement system or the relevant currency settlement system for the Bonds are not open, the payment shall be made on the first following possible day on which both of the said systems are open, unless any provision to the contrary has been set out for such payment in the relevant Finance Document.

## **8.2 Default interest**

- (a) Default interest will accrue on any Overdue Amount from and including the Payment Date on which it was first due to and excluding the date on which the payment is made at the Interest Rate plus 3 percentage points per annum.
- (b) Default interest accrued on any Overdue Amount pursuant to this Clause 8.2 (*Default interest*) will be added to the Overdue Amount on each Interest Payment Date until the Overdue Amount and default interest accrued thereon have been repaid in full.
- (c) Upon the occurrence of a Listing Failure Event and for as long as such Listing Failure Event is continuing, the interest on any principal amount outstanding under these Bonds Terms will accrue at the Interest Rate plus 1 percentage point per annum.

## **8.3 Partial Payments**

- (a) If the Paying Agent or the Bond Trustee receives a Partial Payment, such Partial Payment shall, in respect of the Issuer's debt under the Finance Documents be considered made for discharge of the debt of the Issuer in the following order of priority:
  - (i) firstly, towards any outstanding fees, liabilities and expenses of the Bond Trustee (and any Security Agent);
  - (ii) secondly, towards accrued interest due but unpaid; and
  - (iii) thirdly, towards any other outstanding amounts due but unpaid under the Finance Documents.
- (b) Notwithstanding paragraph (a) above, any Partial Payment which is distributed to the Bondholders, shall, after the above mentioned deduction of outstanding fees, liabilities and expenses, be applied (i) firstly towards any principal amount due but unpaid and (ii) secondly, towards accrued interest due but unpaid, in the following situations:
  - (i) the Bond Trustee has served a Default Notice in accordance with Clause 14.2 (*Acceleration of the Bonds*), or
  - (ii) as a result of a resolution according to Clause 15 (*Bondholders' decisions*).

## **8.4 Taxation**

- (a) Each Obligor is responsible for withholding any withholding tax imposed by applicable law on any payments to be made by it in relation to the Finance Documents.
- (b) The Obligors shall, if any tax is withheld in respect of the Bonds under the Finance Documents:

- (i) gross up the amount of the payment due from it up to such amount which is necessary to ensure that the Bondholders or the Bond Trustee, as the case may be, receive a net amount which is (after making the required withholding) equal to the payment which would have been received if no withholding had been required; and
  - (ii) at the request of the Bond Trustee, deliver to the Bond Trustee evidence that the required tax deduction or withholding has been made.
- (c) Any public fees levied on the trade of Bonds in the secondary market shall be paid by the Bondholders, unless otherwise provided by law or regulation, and the Issuer shall not be responsible for reimbursing any such fees.

## **8.5 Currency**

- (a) All amounts payable under the Finance Documents shall be payable in the denomination of the Bonds set out in Clause 2.1 (*Amount, denomination and ISIN of the Bonds*). If, however, the denomination differs from the currency of the bank account connected to the Bondholder's account in the CSD, any cash settlement may be exchanged and credited to this bank account.
- (b) Any specific payment instructions, including foreign exchange bank account details, to be connected to the Bondholder's account in the CSD must be provided by the relevant Bondholder to the Paying Agent (either directly or through its account manager in the CSD) within five (5) Business Days prior to a Payment Date. Depending on any currency exchange settlement agreements between each Bondholder's bank and the Paying Agent, and opening hours of the receiving bank, cash settlement may be delayed, and payment shall be deemed to have been made once the cash settlement has taken place, provided, however, that no default interest or other penalty shall accrue for the account of the Issuer for such delay.

## **8.6 Set-off and counterclaims**

No Obligor may apply or perform any counterclaims or set-off against any payment obligations pursuant to these Bond Terms or any other Finance Document.

## **9. INTEREST**

### **9.1 Calculation of interest**

- (a) Each Outstanding Bond will accrue interest at the Interest Rate on the Nominal Amount for each Interest Period, commencing on and including the first date of the Interest Period, and ending on but excluding the last date of the Interest Period.
- (c) Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis). The Interest Rate will be reset at each Interest Quotation Day by the Bond Trustee, who will notify the Issuer and the Paying Agent and, if the Bonds are listed, the Exchange, of the new Interest Rate and the actual number of calendar days for the next Interest Period.

## 9.2 Payment of interest

Interest shall fall due on each Interest Payment Date for the corresponding preceding Interest Period and, with respect to accrued interest on the principal amount then due and payable, on each Repayment Date.

## 10. REDEMPTION AND REPURCHASE OF BONDS

### 10.1 Redemption of Bonds

- (a) The Bonds will be repaid by the Issuer in the following instalments:

Amortisation Date	Amount (NOK)
On the Interest Payment date occurring 12 months after the Issue Date	The Cash Sweep Amount
On the Interest Payment date occurring 18 months after the Issue Date	The Cash Sweep Amount
On the Interest Payment date occurring 24 months after the Issue Date	The Cash Sweep Amount
On the Interest Payment date occurring 30 months after the Issue Date	The Cash Sweep Amount
On the Maturity Date	The remaining Outstanding Bonds.

- (b) Instalment payments will be made pro rata in accordance with the applicable regulations of the CSD.

### 10.2 Voluntary early redemption - Call Option

- (a) The Issuer may redeem all but not only some of the Outstanding Bonds (the "**Call Option**") on any Business Day from and including:
- (i) the Issue Date to, but not including, the First Call Date at a price equal to the Make Whole Amount (the "**First Call Price**"); and
  - (ii) the First Call Date to, but not including, the Maturity Date at a price equal to one hundred and one per cent. (101) of the Nominal Amount for each redeemed Bond,
- in each case plus accrued and unpaid interest on the redeemed Bonds.
- (b) The Call Option may be exercised by the Issuer by written notice to the Bond Trustee at least ten (10) Business Days prior to the Call Option Repayment Date. Any redemption notice given in respect of redemptions of Bonds may, at the Issuer's discretion, be subject to the satisfaction of one or more conditions precedent, to be satisfied at least three (3) Business Days prior to such Call Option Repayment Date.

**10.3 Early redemption option due to a tax event**

If the Issuer is or will be required to gross up any withheld tax imposed by law from any payment in respect of the Bonds under the Finance Documents pursuant to Clause 8.4 (*Taxation*) as a result of a change in applicable law implemented after the date of these Bond Terms, the Issuer will have the right to redeem all, but not only some, of the Outstanding Bonds at a price equal to one hundred per cent. (100%) of the Nominal Amount. The Issuer shall give written notice of such redemption to the Bond Trustee and the Bondholders at least twenty (20) Business Days prior to the Tax Event Repayment Date, provided that no such notice shall be given earlier than forty (40) Business Days prior to the earliest date on which the Issuer would be obliged to withhold such tax were a payment in respect of the Bonds then due.

**10.4 Mandatory early redemption due to a Mandatory Redemption Event**

(a) The Issuer shall

- (i) upon a Property Disposal Event, not later than thirty (30) calendar days following such event, redeem all Bonds at a redemption price as set out under Clause 10.2 (*Voluntary early redemption – Call Option*) (with the redemption price to be based on the date the Mandatory Prepayment Event occurred) (plus accrued interest on the redeemed Bonds);
- (ii) upon a Total Loss Event, promptly once insurance proceeds (if any) are available to it, but in any event no later than one hundred and twenty (120) calendar days following the Total Loss Event, redeem Bonds with an aggregate principal amount equal to one hundred per cent. (100%) of the Pro Rata Amount for the relevant Property and at a redemption price of one hundred per cent. (100%) of the Nominal Amount (plus accrued interest on the redeemed Bonds),

provided that on the occurrence of the second Mandatory Prepayment Event, the remaining outstanding Bonds shall be redeemed in full at the relevant redemption prices and on the relevant dates set out above.

- (b) Any redemption in part will be used for pro rata payment to the Bondholders in accordance with the applicable regulations of the CSD.
- (c) For the purpose of this Clause 10.4

**"Pro Rata Amount"** means, with respect to any Property, an amount calculated as:

**A x B = Pro Rata Amount**, and where:

- **A** is the Market Value of the Property triggering the Mandatory Prepayment Event expressed as a percentage of the aggregate latest Market Value of all Properties; and
- **B** is the aggregate principal amount of Outstanding Bonds.

## **11. PURCHASE AND TRANSFER OF BONDS**

### **11.1 Issuer's purchase of Bonds**

The Issuer may purchase and hold Bonds and such Bonds may be retained, or sold in the Issuer's sole discretion, but such Bonds may not be cancelled.

### **11.2 Restrictions**

- (a) Certain purchase or selling restrictions may apply to Bondholders under applicable local laws and regulations from time to time. Neither the Issuer nor the Bond Trustee shall be responsible for ensuring compliance with such laws and regulations and each Bondholder is responsible for ensuring compliance with the relevant laws and regulations at its own cost and expense.
- (b) A Bondholder who has purchased Bonds in breach of applicable restrictions may, notwithstanding such breach, benefit from the rights attached to the Bonds pursuant to these Bond Terms (including, but not limited to, voting rights), provided that the Issuer shall not incur any additional liability by complying with its obligations to such Bondholder.

## **12. INFORMATION UNDERTAKINGS**

### **12.1 Financial Reports**

- (a) The Issuer shall prepare Annual Financial Statements in the English language and make them available on its website (alternatively on another relevant information platform) as soon as they become available, and not later than one hundred and twenty (120) days after the end of the financial year.
- (b) The Issuer shall prepare Interim Accounts in the English language and make them available on its website (alternatively on another relevant information platform) as soon as they become available, and not later than sixty (60) days after the end of the relevant interim period.

### **12.2 Requirements as to Financial Reports**

- (a) The Issuer shall supply to the Bond Trustee, in connection with the publication of its Financial Reports pursuant to Clause 12.1 (*Financial Reports*), a Compliance Certificate with a copy of the Financial Reports attached thereto. The Compliance Certificate shall be duly signed by the chief executive officer or the chief financial officer of the Issuer, certifying inter alia that the Financial Reports are fairly representing its financial condition as at the date of the relevant Financial Report and setting out (in reasonable detail) computations evidencing compliance with Clause 0 (*Financial covenants*) as at such date.
- (b) The Issuer shall procure that the Financial Reports delivered pursuant to Clause 12.1 (*Financial Reports*) are prepared using the Accounting Standard consistently applied.

**12.3 Valuation Report**

The Issuer shall ensure that a Valuation Report is prepared in connection with the publication of its Annual Financial Statements prepared on an annual basis (first time for the year ending 31 December 2022), where the calculation of Market Value shall be as per 31 December each year.

**12.4 Listing Failure Event**

The Issuer shall promptly inform the Bond Trustee in writing if a Listing Failure Event has occurred. However, no Event of Default shall occur if the Issuer fails (i) to list the Bonds in accordance with Clause 4 (*Admission to Listing*) or (ii) to inform of such Listing Failure Event, only default interest in accordance with paragraph (c) of Clause 8.2 will accrue as long as such Listing Failure Event is continuing.

**12.5 Information: Miscellaneous**

The Issuer shall:

- (a) promptly inform the Bond Trustee in writing of any Event of Default or any event or circumstance which the Issuer understands or could reasonably be expected to understand may lead to an Event of Default and the steps, if any, being taken to remedy it;
- (b) at the request of the Bond Trustee, report the balance of the Issuer's Bonds (to the best of its knowledge, having made due and appropriate enquiries);
- (c) send the Bond Trustee copies of any statutory notifications of the Issuer, including but not limited to in connection with mergers, de-mergers and reduction of the Issuer's share capital or equity;
- (d) if the Bonds are listed on an Exchange, send a copy to the Bond Trustee of its notices to the Exchange;
- (e) if the Issuer and/or the Bonds are rated, inform the Bond Trustee of its and/or the rating of the Bonds, and any changes to such rating;
- (f) inform the Bond Trustee of changes in the registration of the Bonds in the CSD; and
- (g) within a reasonable time, provide such information about the Issuer's and the Group's business, assets and financial condition as the Bond Trustee may reasonably request.

**13. GENERAL AND FINANCIAL UNDERTAKINGS**

The Issuer undertakes to (and shall, where applicable, procure that the other Group Companies and Obligors (as relevant in each case) will) comply with the undertakings set forth in this Clause 13 (*General and financial Undertakings*).

**13.1 Authorisations**

The Issuer shall, and shall procure that each other Obligor will, in all material respects obtain, maintain and comply with the terms of any Authorisation required for the conduct of its business as carried out at the date of these Bond Terms.



**13.2 Compliance with laws**

The Issuer shall, and shall procure that each other Obligor will, comply in all material respects with all laws and regulations to which it may be subject from time to time.

**13.3 Continuation of business**

The Issuer shall not, and shall procure that no other Obligor will, cease to carry on its business. The Issuer shall procure that no substantial change is made to the general nature of the business of the Group from that carried on at the date of the Bond Terms.

**13.4 Corporate status**

The Issuer shall not change its type of organization or jurisdiction of incorporation. The Issuer shall ensure that no other Obligor shall change its type of organization or jurisdiction of incorporation.

**13.5 Mergers and de-mergers:**

The Issuer shall not, and shall procure that no other Group Company will, carry out:

- (a) any merger or other business combination or corporate reorganisation involving the consolidation of assets and obligations of the Issuer or any other Group Company with any other person other than with an Group Company, provided that if the Issuer is party to such merger it shall be the surviving entity; or
- (b) any demerger or other corporate reorganisation having the same or equivalent effect as a demerger involving the Issuer and/or any Group Company,

if such merger, demerger, combination or reorganisation would have a Material Adverse Effect. If the Issuer is party to any merger, the Issuer shall be the surviving entity. No merger, demerger, combination or reorganisation shall occur after the date falling fifteen (15) Business Days after the date of first release from the Escrow Account.

**13.6 Parent ownership**

The Issuer shall ensure that the Parent directly owns and controls one hundred per cent. (100%) of the issued share capital and voting rights of the Issuer.

**13.7 Ownership and disposals**

Each Group Company shall be (directly or indirectly) wholly owned Subsidiaries of the Issuer and the Issuer shall not, and it shall procure that no Group Company will, sell or otherwise dispose of (i) any shares or equity interests in any Group Company, (ii) all or any part of any Property (directly or indirectly) or (iii) otherwise a substantial part of its assets or operations, unless in each case such transaction constitutes a Permitted Transaction.

**13.8 Pari passu ranking**

The Issuer shall, and shall procure that each Obligor will, ensure that its obligations under the Bond Terms and any other Finance Document shall at all times rank at least pari passu as set out in Clause 2.4 (*Status of the Bonds*).

**13.9 Related party transactions**

The Issuer shall, and shall procure that each other Group Company will, conduct all business transactions with any Affiliate which is not an Obligor at market terms and otherwise on an arm's length basis.

**13.10 Dividend restrictions**

Neither the Issuer nor any Group Company shall declare or make any Distribution to any direct or indirect shareholder of the Issuer.

**13.11 Financial Indebtedness**

The Issuer shall not, and shall procure that no other Group Company will, incur or allow to remain outstanding or prolong any Financial Indebtedness, other than any Permitted Financial Indebtedness

**13.12 Negative pledge**

The Issuer shall not, and shall procure that no other Group Company will, create or allow to subsist, prolong or renew any Security over any of its/their assets or revenues (whether present or future), other than any Permitted Security. For as long as the Parent owns the Mjølstadnesvegen 24 Property, the only Security permitted on that Property will be Transaction Security.

**13.13 Financial support**

The Issuer shall not, and shall procure that no other Group Company will, grant or allow to subsist, prolong or renew any Financial Support to or for the benefit of any third party, other than any Permitted Financial Support.

**13.14 Investments**

The Issuer shall not, and shall procure that no other Group Company will, make any investment in the shares, equity interests or undertakings of any person not being a Group Company.

**13.15 Subsidiaries' distributions**

The Issuer shall ensure that none of its Subsidiaries creates or permits to exist any contractual restriction on its right to declare or pay dividends or make other distributions to its shareholders, other than such contractual restrictions which are not reasonably likely to prevent the Issuer from complying with its payment obligations under the Finance Documents.

**13.16 Hedging**

The Issuer shall not, and shall procure that no other Group Company will, enter into any hedging arrangements not being Permitted Hedging.

**13.17 Insurances**

The Issuer shall ensure that each Obligor will establish and maintain (or ensure that the same is maintained for their benefit) with reputable insurance companies, funds or underwriters adequate insurance (including full value insurance (No.: "*fullverdiforsikring*")) or captive arrangements with respect to its assets, equipment and business against such liabilities, casualties and contingencies and of such types and in such amounts as are consistent with prudent business practice.

**13.18 Mjølstadnesvegen SPVs**

The Issuer shall ensure that (i), by 30 March 2022, Mjølstadnesvegen 24 SPV has become a Group Company and has also become the registered owner of the Mjølstadnesvegen 24 Property and (ii), in respect of Mjølstadnesvegen 19 & 21 SPV, (1) by no later than two (2) Business Days after the date of first release from the Escrow Account it has become a Group Company and (2) by no later than fifteen (15) Business Days after first release from the Escrow Account it has become the registered owner of the Mjølstadnesvegen 19 & 21 Properties.

**13.19 Financial covenants**

- (a) The Issuer undertakes to comply with the following financial covenant at all times during the term of the Bonds:
- (i) Loan-to-Value Ratio: The Issuer shall ensure that the Loan-to-Value Ratio does not exceed seventy five per cent. (75%).
  - (ii) Minimum Liquidity: The Issuer shall ensure that the Group maintains Liquidity of no less than NOK 10,000,000.
  - (iii) Interest Cover Ratio (ICR): The Issuer shall ensure that the Group Maintains an Interest Cover Ratio of not less than 1.2x.
- (b) The Issuer undertakes to comply with the financial covenants set out in paragraph (a) above at all times, such compliance to be measured on each Quarter Date (except for the Loan-to-Value Ratio which shall be measured on an annual basis, first time on 31 December 2022) and certified by the Issuer with each annual financial statement and quarterly financial statement in a compliance certificate (to be delivered to the Bond Trustee together with each Financial Report). The Interest Cover Ratio shall be measured for the first time at 30 June 2022.
- (c) Notwithstanding paragraph (b) above, if:
- (i) an Event of Default has occurred; or
  - (ii) the Bond Trustee (in its opinion) has strong reason to believe that the latest Valuation Report is inaccurate or misleading in any way or form,

the Issuer shall upon the request of the Bond Trustee and at the cost of the Issuer provide an additional Valuation Report from an Approved Appraiser selected by the Bond Trustee and the Loan-to-Value Ratio shall be re-calculated by the Issuer based on such Valuation Report and the Loan-to-Value Ratio shall be certified in a confirmation statement by the Issuer to the Bond Trustee.

## 14. EVENTS OF DEFAULT AND ACCELERATION OF THE BONDS

### 14.1 Events of Default

Each of the events or circumstances set out in this Clause 14.1 shall constitute an Event of Default:

(a) *Non-payment*

An Obligor fails to pay any amount payable by it under the Finance Documents when such amount is due for payment, unless:

- (i) its failure to pay is caused by administrative or technical error in payment systems or the CSD and payment is made within five (5) Business Days following the original due date; or
- (ii) in the discretion of the Bond Trustee, the Issuer has substantiated that it is likely that such payment will be made in full within five (5) Business Days following the original due date.

(b) *Breach of other obligations*

An Obligor does not comply with any provision of the Finance Documents other than set out under paragraph (a) (*Non-payment*) above, unless such failure is capable of being remedied and is remedied within twenty (20) Business Days after the earlier of the Issuer's actual knowledge thereof, or notice thereof is given to the Issuer by the Bond Trustee.

(c) *Misrepresentation*

Any representation, warranty or statement (including statements in Compliance Certificates) made by an Obligor under or in connection with any Finance Documents is or proves to have been incorrect, inaccurate or misleading in any material respect when made.

(d) *Cross default*

If for any Obligor:

- (i) any Financial Indebtedness is not paid when due nor within any applicable grace period; or
- (ii) any Financial Indebtedness is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described); or
- (iii) any commitment for any Financial Indebtedness is cancelled or suspended by a creditor as a result of an event of default (however described), or

- (iv) any creditor becomes entitled to declare any Financial Indebtedness due and payable prior to its specified maturity as a result of an event of default (however described),

provided however that the aggregate amount of such Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (i) to (iv) above exceeds a total of NOK 5,000,000 (or the equivalent thereof in any other currency).

(e) *Insolvency and insolvency proceedings*

Any Obligor:

- (i) is Insolvent; or
- (ii) is object of any corporate action or any legal proceedings is taken in relation to:
  - (A) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) other than a solvent liquidation or reorganization; or
  - (B) a composition, compromise, assignment or arrangement with any creditor which may materially impair the Issuer's ability to perform its payment obligations under these Bond Terms; or
  - (C) the appointment of a liquidator (other than in respect of a solvent liquidation), receiver, administrative receiver, administrator, compulsory manager or other similar officer of any of its assets; or
  - (D) enforcement of any Security over any of its or their assets having an aggregate value exceeding the threshold amount set out in paragraph (d) (*Cross default*) above; or
  - (E) for (A) - (D) above, any analogous procedure or step is taken in any jurisdiction in respect of any such company,

however this shall not apply to any petition which is frivolous or vexatious and is discharged, stayed or dismissed within twenty (20) Business Days of commencement.

(f) *Creditor's process*

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of an Obligor having an aggregate value exceeding the threshold amount set out in paragraph (d) (*Cross default*) above and is not discharged within twenty (20) Business Days.

(g) *Unlawfulness*

It is or becomes unlawful for an Obligor to perform or comply with any of its obligations under the Finance Documents to the extent this may materially impair:

- (i) the ability of such Obligor to perform its obligations under these Bond Terms; or
- (ii) the ability of the Bond Trustee or any Security Agent to exercise any material right or power vested to it under the Finance Documents.

**14.2 Acceleration of the Bonds**

If an Event of Default has occurred and is continuing, the Bond Trustee may, in its discretion in order to protect the interests of the Bondholders, or upon instruction received from the Bondholders pursuant to Clause 14.3 (*Bondholders' instructions*), by serving a Default Notice:

- (a) declare that the Outstanding Bonds, together with accrued interest and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable; and/or
- (b) exercise (or direct the Security Agent to exercise) any or all of its rights, remedies, powers or discretions under the Finance Documents or take such further measures as are necessary to recover the amounts outstanding under the Finance Documents.

**14.3 Bondholders' instructions**

The Bond Trustee shall serve a Default Notice pursuant to Clause 14.2 (*Acceleration of the Bonds*) if:

- (a) the Bond Trustee receives a demand in writing from Bondholders representing a simple majority of the Voting Bonds, that an Event of Default shall be declared, and a Bondholders' Meeting has not made a resolution to the contrary; or
- (b) the Bondholders' Meeting, by a simple majority decision, has approved the declaration of an Event of Default.

**14.4 Calculation of claim**

The claim derived from the Outstanding Bonds due for payment as a result of the serving of a Default Notice will be calculated at the call prices set out in Clause 10.2 (*Voluntary early redemption – Call Option*), as applicable at the following dates (and regardless of the Default Repayment Date);

- (a) for any Event of Default arising out of a breach of Clause 14.1 (*Events of Default*) paragraph (a) (*Non-payment*), the claim will be calculated at the call price applicable at the date when such Event of Default occurred; and
- (b) for any other Event of Default, the claim will be calculated at the call price applicable at the date when the Default Notice was served by the Bond Trustee.

However, if the situations described in (a) or (b) above takes place prior to the First Call Date, the calculation shall be based on the call price applicable on the First Call Date.

## **15. BONDHOLDERS' DECISIONS**

### **15.1 Authority of the Bondholders' Meeting**

- (a) A Bondholders' Meeting may, on behalf of the Bondholders, resolve to alter any of these Bond Terms, including, but not limited to, any reduction of principal or interest and any conversion of the Bonds into other capital classes.
- (b) The Bondholders' Meeting cannot resolve that any overdue payment of any instalment shall be reduced unless there is a pro rata reduction of the principal that has not fallen due, but may resolve that accrued interest (whether overdue or not) shall be reduced without a corresponding reduction of principal.
- (c) The Bondholders' Meeting may not adopt resolutions which will give certain Bondholders an unreasonable advantage at the expense of other Bondholders.
- (d) Subject to the power of the Bond Trustee to take certain action as set out in Clause 16.1 (*Power to represent the Bondholders*), if a resolution by, or an approval of, the Bondholders is required, such resolution may be passed at a Bondholders' Meeting. Resolutions passed at any Bondholders' Meeting will be binding upon all Bondholders.
- (e) At least fifty per cent. (50%) of the Voting Bonds must be represented at a Bondholders' Meeting for a quorum to be present.
- (f) Resolutions will be passed by simple majority of the Voting Bonds represented at the Bondholders' Meeting, unless otherwise set out in paragraph (g) below.
- (g) Save for any amendments or waivers which can be made without resolution pursuant to Clause 17.1 (*Procedure for amendments and waivers*) paragraph (a), section (i) and (ii), a majority of at least two-thirds (2/3) of the Voting Bonds represented at the Bondholders' Meeting is required for approval of any waiver or amendment of these Bond Terms.

### **15.2 Procedure for arranging a Bondholders' Meeting**

- (a) A Bondholders' Meeting shall be convened by the Bond Trustee upon the request in writing of:
  - (i) the Issuer;
  - (ii) Bondholders representing at least one-tenth (1/10) of the Voting Bonds;
  - (iii) the Exchange, if the Bonds are listed and the Exchange is entitled to do so pursuant to the general rules and regulations of the Exchange; or
  - (iv) the Bond Trustee.

The request shall clearly state the matters to be discussed and resolved.

- (b) If the Bond Trustee has not convened a Bondholders' Meeting within ten (10) Business Days after having received a valid request for calling a Bondholders' Meeting pursuant

to paragraph (a) above, then the requesting party may call the Bondholders' Meeting itself.

- (c) Summons to a Bondholders' Meeting must be sent no later than ten (10) Business Days prior to the proposed date of the Bondholders' Meeting. The Summons shall be sent to all Bondholders registered in the CSD at the time the Summons is sent from the CSD. If the Bonds are listed, the Issuer shall ensure that the Summons is published in accordance with the applicable regulations of the Exchange. The Summons shall also be published on the website of the Bond Trustee (alternatively by press release or other relevant information platform).
- (d) Any Summons for a Bondholders' Meeting must clearly state the agenda for the Bondholders' Meeting and the matters to be resolved. The Bond Trustee may include additional agenda items to those requested by the person calling for the Bondholders' Meeting in the Summons. If the Summons contains proposed amendments to these Bond Terms, a description of the proposed amendments must be set out in the Summons.
- (e) Items which have not been included in the Summons may not be put to a vote at the Bondholders' Meeting.
- (f) By written notice to the Issuer, the Bond Trustee may prohibit the Issuer from acquiring or dispose of Bonds during the period from the date of the Summons until the date of the Bondholders' Meeting, unless the acquisition of Bonds is made by the Issuer pursuant to Clause 10 (*Redemption and Repurchase of Bonds*).
- (g) A Bondholders' Meeting may be held on premises selected by the Bond Trustee, or if paragraph (b) above applies, by the person convening the Bondholders' Meeting (however to be held in the capital of the Relevant Jurisdiction). The Bondholders' Meeting will be opened and, unless otherwise decided by the Bondholders' Meeting, chaired by the Bond Trustee. If the Bond Trustee is not present, the Bondholders' Meeting will be opened by a Bondholder and be chaired by a representative elected by the Bondholders' Meeting (the Bond Trustee or such other representative, the "**Chairperson**").
- (h) Each Bondholder, the Bond Trustee and, if the Bonds are listed, representatives of the Exchange, or any person or persons acting under a power of attorney for a Bondholder, shall have the right to attend the Bondholders' Meeting (each a "**Representative**"). The Chairperson may grant access to the meeting to other persons not being Representatives, unless the Bondholders' Meeting decides otherwise. In addition, each Representative has the right to be accompanied by an advisor. In case of dispute or doubt with regard to whether a person is a Representative or entitled to vote, the Chairperson will decide who may attend the Bondholders' Meeting and exercise voting rights.
- (i) Representatives of the Issuer have the right to attend the Bondholders' Meeting. The Bondholders Meeting may resolve to exclude the Issuer's representatives and/or any person holding only Issuer's Bonds (or any representative of such person) from participating in the meeting at certain times, however, the Issuer's representative and any such other person shall have the right to be present during the voting.



- (j) Minutes of the Bondholders' Meeting must be recorded by, or by someone acting at the instruction of, the Chairperson. The minutes must state the number of Voting Bonds represented at the Bondholders' Meeting, the resolutions passed at the meeting, and the results of the vote on the matters to be decided at the Bondholders' Meeting. The minutes shall be signed by the Chairperson and at least one other person. The minutes will be deposited with the Bond Trustee who shall make available a copy to the Bondholders and the Issuer upon request.
- (k) The Bond Trustee will ensure that the Issuer, the Bondholders and the Exchange are notified of resolutions passed at the Bondholders' Meeting and that the resolutions are published on the website of the Bond Trustee (or other relevant electronically platform or press release).
- (l) The Issuer shall bear the costs and expenses incurred in connection with convening a Bondholders' Meeting regardless of who has convened the Bondholders' Meeting, including any reasonable costs and fees incurred by the Bond Trustee.

### **15.3 Voting rules**

- (a) Each Bondholder (or person acting for a Bondholder under a power of attorney) may cast one vote for each Voting Bond owned on the Relevant Record Date, ref. Clause 3.3 (*Bondholders' rights*). The Chairperson may, in its sole discretion, decide on accepted evidence of ownership of Voting Bonds.
- (b) Issuer's Bonds shall not carry any voting rights. The Chairperson shall determine any question concerning whether any Bonds will be considered Issuer's Bonds.
- (c) For the purposes of this Clause 15 (*Bondholders' decisions*), a Bondholder that has a Bond registered in the name of a nominee will, in accordance with Clause 3.3 (*Bondholders' rights*), be deemed to be the owner of the Bond rather than the nominee. No vote may be cast by any nominee if the Bondholder has presented relevant evidence to the Bond Trustee pursuant to Clause 3.3 (*Bondholders' rights*) stating that it is the owner of the Bonds voted for. If the Bondholder has voted directly for any of its nominee registered Bonds, the Bondholder's votes shall take precedence over votes submitted by the nominee for the same Bonds.
- (d) Any of the Issuer, the Bond Trustee and any Bondholder has the right to demand a vote by ballot. In case of parity of votes, the Chairperson will have the deciding vote.

### **15.4 Repeated Bondholders' Meeting**

- (a) Even if the necessary quorum set out in paragraph (e) of Clause 15.1 (*Authority of the Bondholders' Meeting*) is not achieved, the Bondholders' Meeting shall be held and voting completed for the purpose of recording the voting results in the minutes of the Bondholders' Meeting. The Bond Trustee or the person who convened the initial Bondholders' Meeting may, within ten (10) Business Days of that Bondholders' Meeting, convene a repeated meeting with the same agenda as the first meeting.
- (b) The provisions and procedures regarding Bondholders' Meetings as set out in Clause 15.1 (*Authority of the Bondholders' Meeting*), Clause 15.2 (*Procedure for arranging a*

*Bondholders' Meeting*) and Clause 15.3 (*Voting rules*) shall apply *mutatis mutandis* to a repeated Bondholders' Meeting, with the exception that the quorum requirements set out in paragraph (e) of Clause 15.1 (*Authority of the Bondholders' Meeting*) shall not apply to a repeated Bondholders' Meeting. A Summons for a repeated Bondholders' Meeting shall also contain the voting results obtained in the initial Bondholders' Meeting.

- (c) A repeated Bondholders' Meeting may only be convened once for each original Bondholders' Meeting. A repeated Bondholders' Meeting may be convened pursuant to the procedures of a Written Resolution in accordance with Clause 15.5 (*Written Resolutions*), even if the initial meeting was held pursuant to the procedures of a Bondholders' Meeting in accordance with Clause 15.2 (*Procedure for arranging a Bondholders' Meeting*) and vice versa.

## **15.5 Written Resolutions**

- (a) Subject to these Bond Terms, anything which may be resolved by the Bondholders in a Bondholders' Meeting pursuant to Clause 15.1 (*Authority of the Bondholders' Meeting*) may also be resolved by way of a Written Resolution. A Written Resolution passed with the relevant majority is as valid as if it had been passed by the Bondholders in a Bondholders' Meeting, and any reference in any Finance Document to a Bondholders' Meeting shall be construed accordingly.
- (b) The person requesting a Bondholders' Meeting may instead request that the relevant matters are to be resolved by Written Resolution only, unless the Bond Trustee decides otherwise.
- (c) The Summons for the Written Resolution shall be sent to the Bondholders registered in the CSD at the time the Summons is sent from the CSD and published at the Bond Trustee's web site, or other relevant electronic platform or via press release.
- (d) The provisions set out in Clause 15.1 (*Authority of the Bondholders' Meeting*), 15.2 (*Procedure for arranging a Bondholders' Meeting*), Clause 15.3 (*Voting Rules*) and Clause 15.4 (*Repeated Bondholders' Meeting*) shall apply *mutatis mutandis* to a Written Resolution, except that:
  - (i) the provisions set out in paragraphs (g), (h) and (i) of Clause 15.2 (*Procedure for arranging Bondholders Meetings*); or
  - (ii) provisions which are otherwise in conflict with the requirements of this Clause 15.5 (*Written Resolution*),
 shall not apply to a Written Resolution.
- (e) The Summons for a Written Resolution shall include:
  - (i) instructions as to how to vote to each separate item in the Summons (including instructions as to how voting can be done electronically if relevant); and
  - (ii) the time limit within which the Bond Trustee must have received all votes necessary in order for the Written Resolution to be passed with the requisite

majority (the "**Voting Period**"), which shall be at least ten (10) Business Days but not more than fifteen (15) Business Days from the date of the Summons.

- (f) Only Bondholders of Voting Bonds registered with the CSD on the Relevant Record Date, or the beneficial owner thereof having presented relevant evidence to the Bond Trustee pursuant to Clause 3.3 (*Bondholders' rights*), will be counted in the Written Resolution.
- (g) A Written Resolution is passed when the requisite majority set out in paragraph (e) or paragraph (f) of Clause 15.1 (*Authority of Bondholders' Meeting*) has been obtained, based on a quorum of the total number of Voting Bonds, even if the Voting Period has not yet expired. A Written Resolution will also be resolved if the sufficient numbers of negative votes are received prior to the expiry of the Voting Period.
- (h) The effective 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 obtained.
- (i) 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*).

## **16. THE BOND TRUSTEE**

### **16.1 Power to represent the Bondholders**

- (a) The Bond Trustee has power and authority to act on behalf of, and/or represent, the Bondholders in all matters, including but not limited to taking any legal or other action, including enforcement of these Bond Terms, and the commencement of bankruptcy or other insolvency proceedings against the Issuer, or others.
- (b) The Issuer shall promptly upon request provide the Bond Trustee with any such documents, information and other assistance (in form and substance satisfactory to the Bond Trustee), that the Bond Trustee deems necessary for the purpose of exercising its and the Bondholders' rights and/or carrying out its duties under the Finance Documents.

### **16.2 The duties and authority of the Bond Trustee**

- (a) The Bond Trustee shall represent the Bondholders in accordance with the Finance Documents, including, inter alia, by following up on the delivery of any Compliance Certificates and such other documents which the Issuer is obliged to disclose or deliver to the Bond Trustee pursuant to the Finance Documents and, when relevant, in relation to accelerating and enforcing the Bonds on behalf of the Bondholders.
- (b) The Bond Trustee is not obligated to assess or monitor the financial condition of the Issuer or any other Obligor unless to the extent expressly set out in these Bond Terms, or to take any steps to ascertain whether any Event of Default has occurred. Until it has actual knowledge to the contrary, the Bond Trustee is entitled to assume that no Event of Default has occurred. The Bond Trustee is not responsible for the valid execution or enforceability of the Finance Documents, or for any discrepancy between the indicative

terms and conditions described in any marketing material presented to the Bondholders prior to issuance of the Bonds and the provisions of these Bond Terms.

- (c) The Bond Trustee is entitled to take such steps that it, in its sole discretion, considers necessary or advisable to protect the rights of the Bondholders in all matters pursuant to the terms of the Finance Documents. The Bond Trustee may submit any instructions received by it from the Bondholders to a Bondholders' Meeting before the Bond Trustee takes any action pursuant to the instruction.
- (d) The Bond Trustee is entitled to engage external experts when carrying out its duties under the Finance Documents.
- (e) The Bond Trustee shall hold all amounts recovered on behalf of the Bondholders on separated accounts.
- (f) The Bond Trustee will ensure that resolutions passed at the Bondholders' Meeting are properly implemented, provided, however, that the Bond Trustee may refuse to implement resolutions that may be in conflict with these Bond Terms, any other Finance Document, or any applicable law.
- (g) Notwithstanding any other provision of the Finance Documents to the contrary, the Bond Trustee is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- (h) If the cost, loss or liability which the Bond Trustee may incur (including reasonable fees payable to the Bond Trustee itself) in:
  - (i) complying with instructions of the Bondholders; or
  - (ii) taking any action at its own initiative,

will not, in the reasonable opinion of the Bond Trustee, be covered by the Issuer or the relevant Bondholders pursuant to paragraphs (e) and (g) of Clause 16.4 (*Expenses, liability and indemnity*), the Bond Trustee may refrain from acting in accordance with such instructions, or refrain from taking such action, until it has received such funding or indemnities (or adequate security has been provided therefore) as it may reasonably require.

- (i) The Bond Trustee shall give a notice to the Bondholders before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Bond Trustee under the Finance Documents.
- (j) The Bond Trustee may instruct the CSD to split the Bonds to a lower nominal value in order to facilitate partial redemptions, write-downs or restructurings of the Bonds or in other situations where such split is deemed necessary.

**16.3 Equality and conflicts of interest**

- (a) The Bond Trustee shall not make decisions which will give certain Bondholders an unreasonable advantage at the expense of other Bondholders. The Bond Trustee shall, when acting pursuant to the Finance Documents, act with regard only to the interests of the Bondholders and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other person, other than as explicitly stated in the Finance Documents.
- (b) The Bond Trustee may act as agent, trustee, representative and/or security agent for several bond issues relating to the Issuer notwithstanding potential conflicts of interest. The Bond Trustee is entitled to delegate its duties to other professional parties.

**16.4 Expenses, liability and indemnity**

- (a) The Bond Trustee will not be liable to the Bondholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Bond Trustee shall not be responsible for any indirect or consequential loss. Irrespective of the foregoing, the Bond Trustee shall have no liability to the Bondholders for damage caused by the Bond Trustee acting in accordance with instructions given by the Bondholders in accordance with these Bond Terms.
- (b) The Bond Trustee will not be liable to the Issuer for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless caused by its gross negligence or wilful misconduct. The Bond Trustee shall not be responsible for any indirect or consequential loss.
- (c) Any liability for the Bond Trustee for damage or loss is limited to the amount of the Outstanding Bonds. The Bond Trustee is not liable for the content of information provided to the Bondholders by or on behalf of the Issuer or any other person.
- (d) The Bond Trustee shall not be considered to have acted negligently in:
  - (i) acting in accordance with advice from or opinions of reputable external experts;  
or
  - (ii) taking, delaying or omitting any action if acting with reasonable care and provided the Bond Trustee considers that such action is in the interests of the Bondholders.
- (e) The Issuer is liable for, and will indemnify the Bond Trustee fully in respect of, all losses, expenses and liabilities incurred by the Bond Trustee as a result of negligence by the Issuer (including its directors, management, officers, employees and agents) in connection with the performance of the Bond Trustee's obligations under the Finance Documents, including losses incurred by the Bond Trustee as a result of the Bond Trustee's actions based on misrepresentations made by the Issuer in connection with the issuance of the Bonds, the entering into or performance under the Finance Documents, and for as long as any amounts are outstanding under or pursuant to the Finance Documents.

- (f) The Issuer shall cover all costs and expenses incurred by the Bond Trustee in connection with it fulfilling its obligations under the Finance Documents. The Bond Trustee is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents. The Bond Trustee's obligations under the Finance Documents are conditioned upon the due payment of such fees and indemnifications. The fees of the Bond Trustee will be further set out in the Bond Trustee Fee Agreement.
- (g) The Issuer shall on demand by the Bond Trustee pay all costs incurred for external experts engaged after the occurrence of an Event of Default, or for the purpose of investigating or considering (i) an event or circumstance which the Bond Trustee reasonably believes is or may lead to an Event of Default or (ii) a matter relating to the Issuer or any of the Finance Documents which the Bond Trustee reasonably believes may constitute or lead to a breach of any of the Finance Documents or otherwise be detrimental to the interests of the Bondholders under the Finance Documents.
- (h) Fees, costs and expenses payable to the Bond Trustee which are not reimbursed in any other way due to an Event of Default, the Issuer being Insolvent or similar circumstances pertaining to any Obligors, may be covered by making an equal reduction in the proceeds to the Bondholders hereunder of any costs and expenses incurred by the Bond Trustee or the Security Agent in connection therewith. The Bond Trustee may withhold funds from any escrow account (or similar arrangement) or from other funds received from the Issuer or any other person, irrespective of such funds being subject to Transaction Security, and to set-off and cover any such costs and expenses from those funds.
- (i) As a condition to effecting any instruction from the Bondholders (including, but not limited to, instructions set out in Clause 14.3 (*Bondholders' instructions*) or Clause 15.2 (*Procedure for arranging a Bondholders' Meeting*)), the Bond Trustee may require satisfactory Security, guarantees and/or indemnities for any possible liability and anticipated costs and expenses from those Bondholders who have given that instruction and/or who voted in favour of the decision to instruct the Bond Trustee.

## **16.5 Replacement of the Bond Trustee**

- (a) The Bond Trustee may be replaced by a majority of 2/3 of Voting Bonds in accordance with the procedures set out in Clause 15 (*Bondholders' Decisions*), and the Bondholders may resolve to replace the Bond Trustee without the Issuer's approval.
- (b) The Bond Trustee may resign by giving notice to the Issuer and the Bondholders, in which case a successor Bond Trustee shall be elected pursuant to this Clause 16.5 (*Replacement of the Bond Trustee*), initiated by the retiring Bond Trustee.
- (c) If the Bond Trustee is Insolvent, or otherwise is permanently unable to fulfil its obligations under these Bond Terms, the Bond Trustee shall be deemed to have resigned and a successor Bond Trustee shall be appointed in accordance with this Clause 16.5 (*Replacement of the Bond Trustee*). The Issuer may appoint a temporary Bond Trustee until a new Bond Trustee is elected in accordance with paragraph (a) above.

- (d) The change of Bond Trustee shall only take effect upon execution of all necessary actions to effectively substitute the retiring Bond Trustee, and the retiring Bond Trustee undertakes to co-operate in all reasonable manners without delay to such effect. The retiring Bond Trustee shall be discharged from any further obligation in respect of the Finance Documents from the change takes effect, but shall remain liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Bond Trustee. The retiring Bond Trustee remains entitled to any benefits and any unpaid fees or expenses under the Finance Documents before the change has taken place.
- (e) Upon change of Bond Trustee, the Issuer shall co-operate in all reasonable manners without delay to replace the retiring Bond Trustee with the successor Bond Trustee and release the retiring Bond Trustee from any future obligations under the Finance Documents and any other documents.

#### **16.6 Security Agent**

- (a) The Bond Trustee is appointed to act as Security Agent for the Bonds, unless any other person is appointed. The main functions of the Security Agent may include holding Transaction Security on behalf of the Secured Parties and monitoring compliance by the Issuer and other relevant parties of their respective obligations under the Transaction Security Documents with respect to the Transaction Security on the basis of information made available to it pursuant to the Finance Documents.
- (b) The Bond Trustee shall, when acting as Security Agent for the Bonds, at all times maintain and keep all certificates and other documents received by it, that are bearers of right relating to the Transaction Security in safe custody on behalf of the Bondholders. The Bond Trustee shall not be responsible for or required to insure against any loss incurred in connection with such safe custody.
- (c) Before the appointment of a Security Agent other than the Bond Trustee, the Issuer shall be given the opportunity to state its views on the proposed Security Agent, but the final decision as to appointment shall lie exclusively with the Bond Trustee.
- (d) The functions, rights and obligations of the Security Agent may be determined by a Security Agent Agreement to be entered into between the Bond Trustee and the Security Agent, which the Bond Trustee shall have the right to require each Obligor and any other party to a Finance Document to sign as a party, or, at the discretion of the Bond Trustee, to acknowledge. The Bond Trustee shall at all times retain the right to instruct the Security Agent in all matters, whether or not a separate Security Agent Agreement has been entered into.
- (e) The provisions set out in Clause 16.4 (*Expenses, liability and indemnity*) shall apply *mutatis mutandis* to any expenses and liabilities of the Security Agent in connection with the Finance Documents.]

## **17. AMENDMENTS AND WAIVERS**

### **17.1 Procedure for amendments and waivers**

- (a) The Issuer and the Bond Trustee (acting on behalf of the Bondholders) may agree to amend the Finance Documents or waive a past default or anticipated failure to comply with any provision in a Finance Document, provided that:
  - (i) such amendment or waiver is not detrimental to the rights and benefits of the Bondholders in any material respect, or is made solely for the purpose of rectifying obvious errors and mistakes;
  - (ii) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or
  - (iii) such amendment or waiver has been duly approved by the Bondholders in accordance with Clause 15 (*Bondholders' Decisions*).
- (b) Any changes to these Bond Terms necessary or appropriate in connection with the appointment of a Security Agent other than the Bond Trustee shall be documented in an amendment to these Bond Terms, signed by the Bond Trustee (in its discretion). If so desired by the Bond Trustee, any or all of the Transaction Security Documents shall be amended, assigned or re-issued, so that the Security Agent is the holder of the relevant Security (on behalf of the Bondholders). The costs incurred in connection with such amendment, assignment or re-issue shall be for the account of the Issuer.

### **17.2 Authority with respect to documentation**

If the Bondholders have resolved the substance of an amendment to any Finance Document, without resolving on the specific or final form of such amendment, the Bond Trustee shall be considered authorised to draft, approve and/or finalise (as applicable) any required documentation or any outstanding matters in such documentation without any further approvals or involvement from the Bondholders being required.

### **17.3 Notification of amendments or waivers**

- (a) The Bond Trustee shall as soon as possible notify the Bondholders of any amendments or waivers made in accordance with this Clause 17 (*Amendments and waivers*), setting out the date from which the amendment or waiver will be effective, unless such notice according to the Bond Trustee's sole discretion is unnecessary. The Issuer shall ensure that any amendment to these Bond Terms is duly registered with the CSD.
- (b) Prior to agreeing to an amendment or granting a waiver in accordance with Clause 17.1(a)(i) (*Procedure for amendments and waivers*), the Bond Trustee may inform the Bondholders of such waiver or amendment at a relevant information platform.

## **18. MISCELLANEOUS**

### **18.1 Limitation of claims**

All claims under the Finance Documents for payment, including interest and principal, will be subject to the legislation regarding time-bar provisions of the Relevant Jurisdiction.



## **18.2 Access to information**

- (a) These Bond Terms will be made available to the public and copies may be obtained from the Bond Trustee or the Issuer. The Bond Trustee will not have any obligation to distribute any other information to the Bondholders or any other person, and the Bondholders have no right to obtain information from the Bond Trustee, other than as explicitly stated in these Bond Terms or pursuant to statutory provisions of law.
- (b) In order to carry out its functions and obligations under these Bond Terms, the Bond Trustee will have access to the relevant information regarding ownership of the Bonds, as recorded and regulated with the CSD.
- (c) The information referred to in paragraph (b) above may only be used for the purposes of carrying out their duties and exercising their rights in accordance with the Finance Documents and shall not disclose such information to any Bondholder or third party unless necessary for such purposes.

## **18.3 Notices, contact information**

Written notices to the Bondholders made by the Bond Trustee will be sent to the Bondholders via the CSD with a copy to the Issuer and the Exchange (if the Bonds are listed). Any such notice or communication will be deemed to be given or made via the CSD, when sent from the CSD.

- (a) The Issuer's written notifications to the Bondholders will be sent to the Bondholders via the Bond Trustee or through the CSD with a copy to the Bond Trustee and the Exchange (if the Bonds are listed).
- (b) Notwithstanding paragraph (a) above and provided that such written notification does not require the Bondholders to take any action under the Finance Documents, the Issuer's written notifications to the Bondholders may be published by the Bond Trustee on a relevant information platform only.
- (c) Unless otherwise specifically provided, all notices or other communications under or in connection with these Bond Terms between the Bond Trustee and the Issuer will be given or made in writing, by letter, e-mail or fax. Any such notice or communication will be deemed to be given or made as follows:
  - (i) if by letter, when delivered at the address of the relevant party;
  - (ii) if by e-mail, when received;
  - (iii) if by fax, when received; and
  - (iv) if by publication on a relevant information platform, when published.
- (d) The Issuer and the Bond Trustee shall each ensure that the other party is kept informed of changes in postal address, e-mail address, telephone and fax numbers and contact persons.

- (e) When determining deadlines set out in these Bond Terms, the following will apply (unless otherwise stated):
  - (i) if the deadline is set out in days, the first day of the relevant period will not be included and the last day of the relevant period will be included;
  - (ii) if the deadline is set out in weeks, months or years, the deadline will end on the day in the last week or the last month which, according to its name or number, corresponds to the first day the deadline is in force. If such day is not a part of an actual month, the deadline will be the last day of such month; and
  - (iii) if a deadline ends on a day which is not a Business Day, the deadline is postponed to the next Business Day.

#### 18.4 Defeasance

- (a) Subject to paragraph (b) below and provided that:
  - (i) an amount sufficient for the payment of principal and interest on the Outstanding Bonds to the relevant Repayment Date (including, to the extent applicable, any premium payable upon exercise of a Call Option), and always subject to paragraph (c) below (the "**Defeasance Amount**") is credited by the Issuer to an account in a financial institution acceptable to the Bond Trustee (the "**Defeasance Account**");
  - (ii) the Defeasance Account is irrevocably pledged and blocked in favour of the Bond Trustee on such terms as the Bond Trustee shall request (the "**Defeasance Pledge**"); and
  - (iii) the Bond Trustee has received such legal opinions and statements reasonably required by it, including (but not necessarily limited to) with respect to the validity and enforceability of the Defeasance Pledge,then;
  - (A) the Issuer will be relieved from its obligations under paragraph (a) of Clause 12.2 (*Requirements as to Financial Reports*), Clause 12.5 (*Information: Miscellaneous*) and Clause 13 (*General and financial undertakings*);
  - (B) any Transaction Security shall be released and the Defeasance Pledge shall be considered replacement of the Transaction Security;
  - (C) any Obligor shall be released from any Guarantee or other obligation applicable to it under any Finance Document.
- (b) The Bond Trustee shall be authorised to apply any amount credited to the Defeasance Account towards any amount payable by the Issuer under any Finance Document on the due date for the relevant payment until all obligations of the Issuer and all amounts outstanding under the Finance Documents are repaid and discharged in full.

- (c) The Bond Trustee may, if the Defeasance Amount cannot be finally and conclusively determined, decide the amount to be deposited to the Defeasance Account in its discretion, applying such buffer amount as it deems necessary.

A defeasance established according to this Clause 18.4 may not be reversed.

## **19. GOVERNING LAW AND JURISDICTION**

### **19.1 Governing law**

These Bond Terms are governed by the laws of the Relevant Jurisdiction, without regard to its conflict of law provisions.

### **19.2 Main jurisdiction**

The Bond Trustee and the Issuer agree for the benefit of the Bond Trustee and the Bondholders that the City Court of the capital of the Relevant Jurisdiction shall have jurisdiction with respect to any dispute arising out of or in connection with these Bond Terms. The Issuer agrees for the benefit of the Bond Trustee and the Bondholders that any legal action or proceedings arising out of or in connection with these Bond Terms against the Issuer or any of its assets may be brought in such court.

### **19.3 Alternative jurisdiction**

Clause 19 (*Governing law and jurisdiction*) is for the exclusive benefit of the Bond Trustee and the Bondholders and the Bond Trustee have the right:

- (a) to commence proceedings against the Issuer or any other Obligor or any of their respective assets in any court in any jurisdiction; and
- (b) to commence such proceedings, including enforcement proceedings, in any competent jurisdiction concurrently.

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These Bond Terms have been executed in two originals, of which the Issuer and the Bond Trustee shall retain one each.

**SIGNATURES:**

<p><b>The Issuer:</b></p> <p><b>HAVILA ARIEL AS</b></p> <p>DocuSigned by: <i>Vegard Sævik</i> .....ACBB440312AF486.....</p> <p>By: Vegard Sævik</p> <p>Position: Director</p>	<p><b>As Bond Trustee and Security Agent:</b></p> <p><b>NORDIC TRUSTEE AS</b></p> <p>DocuSigned by: <i>Jørgen Andersen</i> .....58A2C1FDB37C410.....</p> <p>By: Jørgen Andersen</p> <p>Position: Director, Corporate Bond &amp; Loan Transactions</p>
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**ATTACHMENT 1  
COMPLIANCE CERTIFICATE**

[date]

**HAVILA ARIEL AS, FRN SENIOR SECURED BONDS 2021/2021 ISIN NO 001 1159485**

We refer to the Bond Terms for the above captioned Bonds made between Nordic Trustee AS as Bond Trustee on behalf of the Bondholders and the undersigned as Issuer. Pursuant to Clause 12.2 (*Requirements as to Financial Reports*) of the Bond Terms a Compliance Certificate shall be issued in connection with each delivery of Financial Reports to the Bond Trustee.

This letter constitutes the Compliance Certificate for the period [●].

Capitalised terms used herein will have the same meaning as in the Bond Terms.

With reference to Clause 12.2 (*Requirements as to Financial Reports*) we hereby certify that all information delivered under cover of this Compliance Certificate is true and accurate. Copies of our latest consolidated [Annual Financial Statements] / [Interim Accounts] are enclosed.

The financial covenants set out in Clause 13.9 (*Financial covenants*) are met, please see the calculations and figures in respect of the ratios attached hereto.

We confirm that, to the best of our knowledge, no Event of Default has occurred or is likely to occur.

Yours faithfully,

**HAVILA ARIEL AS**

\_\_\_\_\_

*Name of authorised person*

*Enclosure: Annual Financial Statements / Interim Accounts; [and any other written documentation]*

**ATTACHMENT 2  
RELEASE NOTICE – ESCROW ACCOUNT**

[date]

Dear Sirs,

**HAVILA ARIEL AS, FRN SENIOR SECURED BONDS 2021/2021 ISIN NO 001 1159485**

We refer to the Bond Terms for the above captioned Bonds made between Nordic Trustee AS as Bond Trustee on behalf of the Bondholders and the undersigned as Issuer.

Capitalised terms used herein will have the same meaning as in the Bond Terms.

We hereby give you notice that we on [date] wish to draw an amount of [currency and amount] from the Escrow Account applied pursuant to the purpose set out in the Bond Terms, and request you to instruct the bank to release the above mentioned amount.

We hereby represent and warrant that (i) no Event of Default has occurred and is continuing or is likely to occur as a result of the release from the Escrow Account, and (ii) we repeat the representations and warranties set out in the Bond Terms as being still true and accurate in all material respects at the date hereof.

Yours faithfully,

**HAVILA ARIEL AS**

\_\_\_\_\_

Name of authorized person

Enclosure: [copy of any written documentation evidencing the use of funds]

### **ATTACHMENT 3 AGREED SECURITY PRINCIPLES**

The following shall constitute the Agreed Security Principles under the Bond Terms:

- (a) Transaction Security shall be on first priority and shall be made in favour of the Bond Trustee (on behalf of itself and the Bondholders) and shall be governed by such laws as the Bond Trustee shall determine appropriate.
- (b) Guarantees and Transaction Security shall be limited as required by law in each case.
- (c) The Bond Trustee shall be entitled to release Transaction Security over (a) any assets disposed of in a Permitted Transaction (b) any part of a Property which is sub-divided (No. utskilt) in a Minor Property Divestment.
- (d) If any asset subject to Transaction Security is sold or otherwise transferred from one Obligor to another Obligor, the acquiring Obligor shall provide (a) Transaction Security over that asset and that Obligor on terms similar to the Transaction Security and (b) such other documents and evidence in relation therewith as the Bond Trustee shall reasonably require.
- (e) Transaction Security over bank accounts (other than the Escrow Account) shall remain unblocked until the Bond Trustee has, following an Event of Default which is continuing, instructed the account bank to block the relevant bank accounts. The account bank shall waive all rights of set-off with respect to all bank accounts subject to Transaction Security, unless it is against its policy to do so.
- (f) Transaction Security over the shares and ownership interests in each of Havborg 1 Invest AS, Havborg Eiendom ANS and Havila Invest AS will be granted, but the full validity of such Transaction Security may rely on the approval thereof by the lessee for the Property listed in no. 4 in the definition of "Properties" and the Issuer shall use reasonable efforts in obtaining such approval. With respect to the ownership interests in Havborg Eiendom ANS, Transaction Security will be in the form of security over redeemable instruments (No.: "innløsningspapir").
- (g) Transaction Security over the Property listed in no. 4 in the definition of "Properties" shall be limited to NOK 295,000,000 until 31 December 2030 and NOK 245,000,000 thereafter.
- (h) With respect to Transaction Security over the Property listed in no. 4 in the definition of "Properties", the Bond Trustee shall be authorised to enter in such quiet enjoyment letter and similar arrangements to the benefit of the lessee of that Property as the lessee shall require.
- (i) The company Tangen 7 Invest AS, business registration number 989 777 513, shall not be deemed to be a Group Company provided that the Issuer has sold or otherwise disposed of all its shares in that company prior to the first release from the Escrow Account.

- (j) With respect to the Mjølstadnesvegen 24 Property, the Parent will own this Property until it is transferred to Mjølstadnesvegen 24 SPV, to occur no later than 30 March 2022. Until such transfer has been completed, the Parent will be the mortgagor of this Property and will also be the assignor with respect to Transaction Security over the insurances and earnings related to that Property.
- (k) In respect of new assets over which Transaction Security shall be granted, (a) the Transaction Security shall be granted and perfected as soon as possible and no later than thirty (30) days after the new asset was acquired or otherwise came into existence, (b) the security documents documenting the terms of such Transaction Security shall be based on the Security Documents for existing Transaction Security over similar assets and (c) the Issuer shall procure that such other documents and evidence as the Bond Trustee shall reasonably require in relation to the new Transaction Security is provided to the Bond Trustee within the deadlines set out in (a) above.
- (l) The Issuer shall, and shall procure that each Group Company and the Parent will, ensure that the Security Documents to which it is party remain in full force and effect, and do all acts, and promptly take all acts as the Bond Trustee may reasonably require in order to ensure that such Security remains duly created, enforceable and perfected with such ranking and priority contemplated by this Bond Terms, at the expense of the Issuer.
- (m) The Issuer shall, and shall procure that each Group Company and the Parent will, without undue delay provide such documents and evidence as the Bond Trustee shall reasonably require with respect to any relevant Group Company or the Parent and any asset over which Transaction Security is or will be taken, including constitutional documents, corporate authorizations and governmental and other approvals. The Bond Trustee may, at the cost of the Issuer, require legal opinions to be issued.