



Final Terms

FRN Schibsted ASA Senior Unsecured Open Bond Issue
2021/2026

ISIN NO0011157323

Final Terms

These Final Terms have been prepared in accordance with Regulation (EU) 2017/1129. The Final Terms together with the Base Prospectus for Schibsted Property ASA dated 01.07.2022 and any supplements to the Base Prospectus constitute a Prospectus for NO0011157323 - FRN Schibsted ASA Senior Unsecured Open Bond Issue 2021/2026. The Prospectus contains complete information about the Issuer and the Bonds. The Base Prospectus, any supplements and the Final Terms are/will be available on the Issuer's website: <https://schibsted.com>

1. SUMMARY

Summaries are made up of disclosure requirements due to Article 7 in the REGULATION (EU) 2017/1129 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 14 June 2017.

A - INTRODUCTION AND WARNINGS

Warning	This summary should be read as introduction to the Prospectus. Any decision to invest in the securities should be based on consideration of the Prospectus as a whole by the investor. The investor could lose all or part of the invested capital. Where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national law, have to bear the costs of translating the Prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only where the summary is misleading, inaccurate or inconsistent, when read together with the other parts of the Prospectus, or where it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in such securities.
The Bonds	ISIN: NO0011157323 - FRN Schibsted ASA Senior Unsecured Open Bond Issue 2021/2026.
The Issuer	Schibsted ASA is a Norwegian public limited liability company organized under the laws of Norway, including the Public Limited Companies Act. The Company's registration number is 933 739 384 and LEI-code 5967007LIEEXZXHT0036. The Company's registered name is Schibsted ASA, and its registered address is Akersgata 55, 0180 Oslo, Norway.
The Offeror	Not applicable. There is no offeror, the Base Prospectus has been produced in connection with listing of the securities on an Exchange. The Issuer is going to ask for admission to trading on a regulated market.
Competent Authority Approving the Prospectus.	The Financial Supervisory Authority of Norway (Norwegian: <i>Finanstilsynet</i>), with registration number 840 747 972 and registered address at Revierstredet 3, 0151 Oslo, Norway, and with telephone number +47 22 93 98 00 has reviewed and on 01.07.2022, approved the Base Prospectus.

B - KEY INFORMATION ON THE ISSUER

Who is the issuer of the securities?	
Corporate Information	Schibsted ASA is a Norwegian public limited liability company organized under the laws of Norway, including the Public Limited Companies Act. The Company is domiciled and incorporated in Norway and registered in the Norwegian Companies Registry 26 January 1989 with registration number 933 739 384 and LEI-code 5967007LIEEXZXHT0036. Website: www.schibsted.com
Principal activities	Schibsted is a family of consumer brands in digital marketplaces, media, eCommerce, financial services and technology ventures with a predominantly Nordic presence. Schibsted ASA is the parent company of the Schibsted Group and provides services for the Group's other companies such as the Group's executive management and the corporate and common functions within finance, HR, legal, M&A, communication, learning and development.

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Major Shareholders	Blommenholm Industrier, which is controlled by the Tinius Trust, is Schibsted's largest shareholder owning 26% and 28.7% of the votes.
Key managing directors	Kristin Skogen Lund - CEO Ragnar Kårhus - Chief Financial Officer Siv Juvik Tveitnes - EVP News Media Christian Printzell Halvorsen - EVP Nordic Marketplaces, Distribution and eCommerce Mette Krogsrud - Chief People & Corporate Affairs Officer Sven Størmer Thaulow - Chief Data & Technology Officer Andrew Kvålseth - Chief Investment Officer Dan Ouchterlony - EVP Financial Services & Venture
Statutory auditor	The Company's auditor for the period covered by the historical financial information in the Base Prospectus has been Ernst & Young AS, Dronning Eufemias gate 6, 0191 Oslo, Norway.

What is the key financial information regarding the Issuer?Schibsted ASA:

	Group 2021 audited	Parent 2021 audited	Group Q1 2022
INCOME STATEMENT (Amounts in NOK million)			
Operating revenues	14 623	194	3 648
Profit for the year/period	41 066	1 011	(13 436)
BALANCE SHEET			
Net interest-bearing debt (long term debt plus short term debt minus cash)	5 758	7 072	6 522
CASH FLOW STATEMENT			
Cash flow from operating activities	2 498	485	137
Cash flow from investment activities	(5 923)	(3 271)	(744)
Cash flow from financing activities	1 909	2 366	847

What are the key risk factors that are specific to the Issuer?

Most material key risk factors	<u>Operational risk</u> Schibsted is operating in an industry that is subject to constant change and is exposed to increased competition from disruptive players who are utilizing new technologies and new business models. <u>Currency risks</u> Schibsted has Norwegian kroner (NOK) as its base currency but is through its operations outside Norway also exposed to fluctuations in the exchange rates of other currencies, mainly Swedish kronor (SEK), Danske kroner (DKK) and Euro (EUR). Schibsted has currency risks linked to both balance sheet monetary items and net investments in foreign operations. <u>Interest rate risk</u> Schibsted has floating interest rates on most of its interest-bearing loans and borrowings according to the financial strategy and is thereby influenced by changes in the interest market. An increase of 1 percentage point in Schibsted's floating interest rate means a change in net interest expenses of approximately NOK 55 million (2021).
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C - KEY INFORMATION ON THE SECURITIES

<i>What are the main features of the securities?</i>	
Description of the securities, including ISIN	ISIN: NO0011157323 - Senior Unsecured Open Bond Issue with floating rate. Issue Date Initial Bond Issue: 25 November 2021. Maturity Date: 25 November 2026. Initial Bond Issue is NOK 1 000 000 000, Total outstanding amount is NOK 1 000 000 000, and Initial Nominal Amount of each Bond is NOK 1 000 000 each and among themselves pari passu ranking. Issue Price: 100%. The Bonds are floating rate bonds; 3 months NIBOR + the margin of 0.78% p.a.
Rights attached to the securities	The Bond Terms will be entered into between the Issuer and the Bond Trustee. The Bond Terms regulates the Bondholder's rights and obligations in relations with the issue. The Bond Trustee enters into the agreement on behalf of the Bondholders and is granted authority to act on behalf of the Bondholders to the extent provided for in the Bond Terms. By virtue of being registered as a Bondholder (directly or indirectly) with the CSD, the Bondholders are bound by the 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.
Status of the bonds and security	The Issuer's payment obligations under the Bond Terms shall rank ahead of all subordinated payment obligations of the Issuer and the Bond shall rank pari passu between themselves and will rank at least pari passu 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). The Bonds are unsecured.
Any restrictions on the free transferability of the securities	Not applicable – there are no restrictions on the free transferability of the Bonds.
<i>Where will the securities be traded?</i>	
Admission to trading	An application for listing will be sent to the Oslo Børs.
<i>What are the key risks that are specific to the securities?</i>	
Most material key risks	• Interest rate risk • Market risk • Credit risk

D - KEY INFORMATION ON THE ADMISSION TO TRADING ON A REGULATED MARKED

<i>Under which conditions and timetable can I invest in this security?</i>	
Terms and conditions for the offer	Not applicable. The Bonds have not been subject to a public offer.
<i>Why is the Prospectus being produced?</i>	
Admission to trading	The Prospectus is produced in connection with listing of Bonds on the Exchange.
Use of proceeds	The Issuer will use the net proceeds – MNOK 999.2 - from the issuance of the Bonds for its general corporate purposes and refinancing of existing debt.
Material conflicts of interest	The involved persons in the Issuer or offer of the Bonds have no interest, nor conflicting interests that are material to the Bond Issue.

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	Schibsted ASA has mandated DNB Markets as Manager for the issuance of the Bonds. The Manager has acted as advisor to Schibsted ASA in relation to the pricing of the Bonds. The Manager and/or any of their affiliated companies and/or officers, directors and employees may be a market maker or hold a position in any instrument or related instrument discussed in this Final Terms and may perform or seek to perform financial advisory or banking services related to such instruments. The Managers corporate finance department may act as manager or co-manager for this Issuer in private and/or public placement and/or resale not publicly available or commonly known.
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2. INFORMATION CONCERNING THE SECURITIES

Main terms of the Bonds:

ISIN:	NO0011157323.
The Bonds/The Bond Issue:	FRN Schibsted ASA Senior Unsecured Open Bond Issue 2021/2026.
Issuer:	Schibsted ASA, a company existing under the laws of Norway with registration number 933 739 384 and LEI-code 5967007LIEEXZXHT0036.
Security Type:	Senior Unsecured Open Bond Issue with floating rate.
Securities Form:	As set out in the Base Prospectus clause 11.1.
Maximum Issue Amount:	NOK 1 500 000 000
Initial Bond Issue:	NOK 1 000 000 000.
Outstanding Amount:	NOK 1 000 000 000.
Initial Nominal Amount:	NOK 1 000 000 – each and among themselves pari passu ranking. Nominal Amount as defined in the Base Prospectus section 11.3.
Issue Price:	100% (par value). As defined in the Base Prospectus section 11.3.
Issue Date:	25 November 2021.
Redemption Price:	100% As defined in the Base Prospectus section 11.3.
Maturity Date:	25 November 2026. As defined in the Base Prospectus section 11.3.

Interest rate:

Interest Bearing from:	Issue Date.
Interest Rate:	Reference Rate + Margin As set out in the Base Prospectus clause 11.2.5 and defined in section 11.3.
Reference Rate:	NIBOR as defined in the Base Prospectus section 11.3.
Margin:	0.78% p.a As defined in the Base Prospectus section 11.3.
Current Interest:	2.03%
Interest Period:	The period between 25 February, 25 May, 25 August and 25 November each year.

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	As defined in the Base Prospectus section 11.3.
Interest Payment Date:	As defined in the Base Prospectus section 11.3.
Interest Quotation Date:	As defined in the Base Prospectus section 11.3.
Day Count Convention:	Actual/360. As set out in the Base Prospectus clause 11.2.5 and defined in section 11.3.
Business Day Convention:	Modified Following Business Day. As set out in the Base Prospectus clause 11.2.5 and defined in section 11.3.
Business Day:	As defined in the Base Prospectus section 11.3.
Yield:	As defined in the Base Prospectus section 11.3. Yield for the Interest Period 25 May 2022 – 25 August 2022 is 2.03% p.a. assuming a price of 100%.

The Bonds purpose, status and security:

Use of proceeds:	The Issuer will use the net proceeds – MNOK 999.2 - from the issuance of the Bonds for its general corporate purposes and refinancing of existing debt.
Status:	As set out in the Base Prospectus clause 11.2.7.
Security:	The Bonds are unsecured.
Special Conditions:	<u>Corporate and operational matters</u>

Intra-group transactions

All transactions between any companies in the Group shall be on commercial terms and shall comply with all applicable provisions of applicable corporate law applicable to such transactions, including, in respect of Norwegian companies, Section 3-9 of the Private or Public Limited Companies Act 1997.

Transactions with shareholders, directors and affiliated companies

The Issuer shall cause all transactions between any Group Company and (i) any shareholder thereof not part of the Group, (ii) any director or senior member of management in any Group Company, (iii) any company in which any Group Company holds more than 10 per cent of the shares, or (iv) or any company, person or entity controlled by or affiliated with any of the foregoing, to be entered on commercial terms, not less favorable to the Group Company than would have prevailed in arms' length transaction with a third party.

All such transactions shall comply with all applicable provisions of applicable corporate law applicable to such transactions, including, in respect of Norwegian companies, Section 3-8 of the Private and Public Limited Companies Act 1997.

Corporate status

The Issuer shall not, and shall ensure that no Material Subsidiary, change its type of organization or jurisdiction of organization.

Compliance with laws

The Issuer shall (and shall ensure that all Material Subsidiaries shall) carry on its business in accordance with acknowledged, careful and sound practices in all material aspects and comply in all material respects with all laws and regulations it or they may be subject to from time to time (including any environmental laws and regulations).

Litigations

The Issuer shall, promptly upon becoming aware of them, send the Bond Trustee such relevant details of any:

- (i) material litigations, arbitrations or administrative proceedings which have been or might be started by or against any Material Subsidiaries; and
- (ii) other events which have occurred or might occur and which may have a Material Adverse Effect, as the Bond Trustee may reasonably request.

Negative Pledge

The Issuer shall not, and shall procure that no member of the Group shall, without the prior written consent of the Bond Trustee (on behalf of the Bondholders) create or incur, or allow to exist over any of its present or future assets or revenues, any mortgage, pledge, lien or any other encumbrance other than:

- (i) any encumbrance existing on the date hereof provided that the principal amount secured is not increased;
- (ii) any encumbrance arising solely by operation of law and not arising as a result of any default or omission on the part of the Issuer or any member of the Group and securing obligations of not more than thirty (30) days maturity, unless being contested in good faith;
- (iii) any encumbrances in the ordinary course of business including cash pool schemes, and retention of title arrangements in the ordinary course of trading;
- (iv) any encumbrance existing over any company or asset acquired after the date hereof; provided that:
 - (A) such encumbrance having been created or granted by the relevant company prior to (and not concurrently with) becoming a member of the Group;
 - (B) there is no increase in the principal amount or change in the nature of, the indebtedness thereby secured
 - (C) there is no transfer of the benefit of such encumbrance to any other person other than a person who takes a corresponding transfer of the indebtedness secured thereby; and
 - (D) subject that any encumbrances according to (A) or (C) shall be released not later than 12 months after such company has become a member of the Group;
- (v) any encumbrance entered into in connection with ordinary treasury activities in connection with entering into hedging arrangements or in respect of exchange requirements;

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- (vi) any encumbrance which secures Project Debt;
- (vii) any encumbrances created or granted by any of the Group's printing plants in connection with financial indebtedness incurred in the form of loans or finance lease relating to the printing activity at the time of signing;
- (viii) any encumbrance not covered by paragraphs (i), (ii), (iii), (iv), (v), (vi) and (vii) above, provided that the aggregate amount of indebtedness secured by all encumbrances under this paragraph (viii) does not, at any time, exceed NOK 400,000,000; and
- (ix) any encumbrance consented to in writing by the Bond Trustee (or by simple majority at the bondholders meeting).

Change of Control

- (a) Upon the occurrence of a Change of Control Event or a Delisting Event each Bondholder shall have a right of pre-payment (a "**Put Option**") of its Bonds at a price of 100 % of par plus accrued interest.
- (b) The Put Option must be exercised by a Bondholder within two (2) months after the Issuer has given notification to the Bond Trustee and the Bondholders of a Change of Control Event. Such notification shall be given by the Issuer as soon as possible after a Change of Control Event has taken place.
- (c) The Put Option may be exercised by the Bondholders by giving written notice of the request to its account manager. The account manager shall notify the Paying Agent of the exercise of the Put Option. The Repayment Date of the Put Option shall be fifteenth (15th) Business Days after the end of the two (2) months exercise period referred to in paragraph (b) above.

On the Repayment Date of the Put Option, the Issuer shall pay to each of the Bondholders holding Bonds to be pre-paid, the principal amount of each such Bond and any unpaid interest accrued up to (but not including) the settlement date.

Redemption:

Maturity:	As set out in the Base Prospectus clause 11.2.3.
Redemption:	As set out in the Base Prospectus clause 11.2.3.
Call/Put:	NA.

Listing:

Listing/Exchange:	Oslo Børs. As defined in the Base Prospectus section 11.3.
Market Making:	There is no market-making agreement entered into in connection with the Bond issue. As defined in the Base Prospectus section 11.3.

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Any restrictions on the free transferability of the Bonds: There are no restrictions on the free transferability of the Bonds. As set out in the Base Prospectus clause 11.1. and defined under «Listing» in section 11.3.

Other information:

Approvals: The Bonds were issued in accordance with the Issuers Board approval 16.11.2021.
As set out in the Base Prospectus clause 11.2.9.

Bond Terms: As set out in the Base Prospectus clause 11.2.1 and defined in section 11.3.
The Bond Terms is attached to this Final Terms.

Documentation: Availability of the Documentation: www.schibsted.com

Bond Trustee: As set out in the Base Prospectus clause 11.2.1 and defined in 11.3.

Calculation Agent: As defined in the Base Prospectus section 11.3.

Manager(s): DNB Markets, a part of DNB Bank ASA Dronning Eufemias gate 30, NO-0191, Oslo, Norway.

Paying Agent: DNB Bank ASA Dronning Eufemias gate 30, NO-0191, Oslo, Norway.
As defined in the Base Prospectus section 11.3.

CSD: As defined in the Base Prospectus section 11.3.

Legislation under which the Bonds have been created: As set out in the Base Prospectus clause 11.2.1.

Fees, Expenses and Tax legislation: As set out in the Base Prospectus clause 11.2.10.
Total expenses related to of the issue NO0011157323 is:
Prospectus fee (FSA): NOK 91 000 (Base Prospectus)
Listing fee 2022 (Oslo Børs): NOK 21 945
Registration fee (Oslo Børs): NOK 17 720
Listing Agent: NOK 80,000 (Base Prospectus)
Managers / advisors: Approx. NOK 800 000

3. ADDITIONAL INFORMATION

Rating

The Issuer is rated BBB/Stable by Scope Ratings GmbH ("Scope"). Scope has also assigned a S-2 short-term rating and BBB senior unsecured debt rating. Credit Ratings at the BBB level reflect an opinion of good credit quality. Credit Ratings at the S-2 level reflect an opinion of low credit risk with good capacity to repay short-term obligations.

Scope is established in the European Union and are registered under Regulation (EC) No. 1060/2009 (as amended) (the "CRA Regulation") and are on the list of registered credit rating agencies published on ESMA website: <https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the Rating Agency at any time.

Interests and conflicts of interest

The involved persons in the Issuer or offer of the Bonds have no interest, nor conflicting interests that are material to the Bond Issue.

Manager for the issuance

Schibsted ASA has mandated DNB Markets as Manager for the issuance of the Bonds. The Manager has acted as advisor to Schibsted ASA in relation to the pricing of the Bonds.

The Manager and/or any of their affiliated companies and/or officers, directors and employees may be a market maker or hold a position in any instrument or related instrument discussed in this Final Terms and may perform or seek to perform financial advisory or banking services related to such instruments. The Managers corporate finance department may act as manager or co-manager for this Issuer in private and/or public placement and/or resale not publicly available or commonly known.

4. APPENDIX

- Bond Terms

Bond Terms

Issuer:	Schibsted ASA
Company No / LEI-code:	933 739 384 / 5967007LIEEXZXHT0036
With Bond Trustee:	Nordic Trustee AS
Company no / LEI-code:	963 342 624 / 549300XAKTM2BMKIPT85
On behalf of the Bondholders in:	FRN Schibsted ASA Senior Unsecured Open Bond Issue 2021/2026
With ISIN:	NO0011157323
Dated:	24 November 2021

The Issuer undertakes to issue the Bonds in accordance with the terms set forth in these Bond Terms, which shall remain in effect for so long as any Bonds remain outstanding:

1. MAIN TERMS OF THE BONDS

Maximum Issue Amount:	1,500,000,000	
Initial Bond Issue:	1,000,000,000	
Initial Nominal Amount:	1,000,000	
Currency:	NOK (Norwegian Kroner)	
Issue Date:	25 November 2021	
Maturity Date:	25 November 2026	
Redemption Price:	100 % of Nominal Amount	
Call:	NA	NA
Interest Rate:	Reference Rate + Margin	
Reference Rate:	3 months NIBOR	
Margin:	0.78 % p.a.	
Interest Period:	the period between 25 February, 25 May, 25 August and 25 November each year.	
Day Count Convention:	Actual/360	
Business Day Convention:	Modified Following Business Day	
Listing:	Yes; Oslo Børs	
Special Conditions:	Neg.pledge.	

2. INTERPRETATION

In these Bond Terms, capitalised terms set out in Clause 1 (*Main terms of the Bonds*) shall have the meaning set out therein, and additionally the following capitalised terms shall have the meaning set out below:

Additional Bonds:	Means any debt instruments issued under a Tap Issue, including any Temporary Bonds as defined in Clause 4.1.2 (e).
Bond Terms:	This agreement including any attachments hereto, and any subsequent amendments and additions agreed between the parties hereto.
Bond Trustee:	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 Agreement:	An agreement to be 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 its obligations relating to the Bonds unless otherwise agreed in these Bond Terms.
Bondholder:	A person who is registered in the CSD as directly registered owner or nominee holder of a Bond, subject however to Clause 6.3 (<i>Bondholders' rights</i>).
Bondholders' Meeting:	Meeting of Bondholders as set forth in Clause 7 (<i>Bondholders' decisions</i>) of these Bond Terms.
Bonds:	The debt instruments issued by the Issuer on the Issue Date pursuant to these Bond Terms, including any Additional Bonds, and 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:	Any day on which the CSD settlement system is open and the relevant currency settlement system is open.
Business Day Convention:	Means that: a) If Modified Following Business Day is specified (FRN), 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. b) If No Adjustment is specified (Fixed Rate), no adjustment will be made to the Interest Period.
Call:	Issuer's early redemption right of Bonds at the date(s) stated, ref. Clause 1 (<i>Main terms of the Bonds</i>), and corresponding price(s) (the " Call Price "), ref. Clause 4.6 (<i>Payments in respect of the Bonds</i>).
Change of Control Event:	Means if any person and group of persons acting in concert gains control of more than forty per cent (40%) of the Issuer's share capital where: a) acting in concert means acting together pursuant to an agreement of understanding (whether formal or informal); and b) control means having the power to direct the management and policies of an entity, whether through the ownership of voting capital, by contract or otherwise.
CSD:	The central securities depository in which the Bonds are registered, being Verdipapirsentralen ASA (VPS).
Day Count Convention:	The convention for calculation of payment of interest; a) If Fixed Rate, the interest shall be calculated on the basis of a 360-day year comprised of twelve months of 30 days each and, in case

	of an incomplete month, the actual number of days elapsed (30/360-days basis), unless: (i) the last day in the relevant Interest Period is the 31st calendar day but the first day of that Interest Period is a day other than the 30th or the 31st day of a month, in which case the month that includes that last day shall not be shortened to a 30-day month; or (ii) the last day of the relevant Interest Period is the last calendar day in February, in which case February shall not be lengthened to a 30-day month. b) If FRN, the 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).
Delisting Event:	Means if the Issuer ceases to be a publicly listed company on Oslo Børs (or any other reputable exchange).
Events of Default:	Means any of the events or circumstances specified in Clause 5.1 (<i>Events of Default</i>).
Exchange:	Shall have the meaning ascribed to such term in Clause 1 (<i>Main terms of the Bonds</i>), setting out the exchange or other recognized marketplace for securities, on which the Issuer has, or has applied for, listing of the Bonds.
Finance Documents:	Means these Bond Terms, any Bond Trustee Agreement and any other document designated by the Issuer and the Bond Trustee as a Finance Document.
Financial Institution:	Entity with authorization according to the Financial Institutions Act.
Financial Institutions Act:	Means the Norwegian act on financial institutions and financial groups of 10. April 2015 no. 17.
Fixed Rate:	Means if the Interest Rate is stated in percentage (%).
FRN:	Means if the Interest Rate is stated as Reference Rate + Margin.
Group:	Means the Issuer and the Subsidiaries.
Group Company:	Means the Issuer or any of the Subsidiaries.
Interest Period:	Means, subject to adjustment in accordance with the Business Day Convention, the periods set out in Clause 1 (<i>Main terms of the Bonds</i>), provided however that an Interest Period shall not extend beyond the Maturity Date.
Interest Rate:	Rate of interest applicable to the Bonds; a) If Fixed Rate, the Bonds shall bear interest at the percentage (%) set out in Clause 1 (<i>Main terms of the Bonds</i>). b) If FRN, the Bonds shall bear interest at a rate per annum equal to the Reference Rate + Margin as set out in Clause 1 (<i>Main terms of the Bonds</i>). If the Interest Rate becomes negative, the Interest Rate shall be deemed to be zero.
Interest Payment Date:	Means the last day of each Interest Period.
Interest Quotation Date:	Means, in relation to any period for which an Interest Rate is to be determined, the day falling two (2) Business Days before the first day of the relevant Interest Period.
Issue:	Any issue of Bonds pursuant to this Bond Terms.
Issuer:	The company designated as such in the preamble to these Bond Terms.
Issuer's Bonds:	Bonds owned by the Issuer, any party who has decisive influence over the Issuer, or any party over whom the Issuer has decisive influence.

LEI-code:	Legal Entity Identifier, a unique 20-character code that identifies legal entities that engage in financial transactions.
Listing:	Indicates listing of the Bonds. If YES is specified, the Issuer shall submit an application in order to have the Bonds listed on the Exchange. If NO is specified, no obligation for listing applies, but the Issuer may, at its own discretion, apply for listing.
Margin:	Means, if FRN, the margin of the Interest Rate. The provisions regarding Margin do not apply for Fixed Rate.
Material Adverse Effect:	Means a material adverse effect on: c) the business, financial condition or operations of the Issuer and/or the Group taken as a whole, d) the Issuer's ability to perform and comply with its obligations under these Bond Terms; or the validity or enforceability of these Bond Terms.
Material Subsidiary:	Means: e) each Subsidiary, whose assets have an aggregate book value of which exceeds five per cent. (5%) of the consolidated book value of the assets of the Group and/or whose aggregate revenues exceed five per cent. (5%) of the consolidated revenues of the Group; and f) where the aggregate book value of the assets and the aggregate revenues of the Issuer and the Material Subsidiaries (determined in accordance with a) above) amount to less than eighty per cent. (80%) of the total consolidated book value of the assets and the consolidated revenues of the Issuer, such additional Subsidiary (an " Additional Subsidiary ") as the Issuer shall designate to ensure that the aggregate book value of the assets and the aggregate revenues of the Issuer, the Material Subsidiaries and the Additional Subsidiaries shall amount to at least eighty per cent. (80%) of the total consolidated book value of the assets and the consolidated revenues of the Group provided always that the aggregate book value of assets and the aggregate revenues of such Additional Subsidiary shall be greater than that of any other subsidiary which is not already a Material Subsidiary (determined in accordance with a) above), an Additional Subsidiary or the Issuer, in each case determined by reference to the latest audited consolidated financial statements of the Issuer and the latest financial statements of the relevant subsidiary.
Maturity Date:	Means the date set out in Clause 1 (<i>Main terms of the Bonds</i>), adjusted according to the Business Day Convention.
NA:	Means that the provision to which NA is designated is not applicable to these Bond Terms.
NIBOR:	Means, for FRN, the 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 paragraph a) above is not 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 relevant currency for the relevant Interest Period as supplied; 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 NOK offered for the relevant Interest Period.
Nominal Amount:	Means the nominal value of each Bond at any time, and the Initial Nominal Amount means the nominal value of each Bond on the Issue Date. The Nominal Amount may be amended pursuant to Clause 8.2 (j).
Outstanding Bonds:	Means any Bonds not redeemed or otherwise discharged.
Paying Agent:	The legal entity 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.
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; b) for the purpose of casting a vote with regard to Clause 7 (<i>Bondholders' Decisions</i>), 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, payment of any Call or the Maturity Date, or any other days of repayments of Bonds.
Subsidiary:	Means an entity over which another entity or person has a determining influence due to: c) direct and indirect ownership of shares or other ownership interests, and/or d) agreement, understanding or other arrangement. An entity shall always be considered to be the subsidiary of another entity or person if such entity or person has such number of shares or ownership interests so as to represent the majority of the votes in the entity, or has the right to vote in or vote out a majority of the directors in the entity.
Summons:	Means the call for a Bondholders' Meeting or a Written Resolution as the case may be.
Tap Issue:	Shall have the meaning ascribed to such term in Clause 4.1.2 (<i>Tap Issues</i>). If NA is specified in respect of Maximum Issue Amount in Clause 1 (<i>Main terms of the Bonds</i>), no Tap Issues may be made under these Bond Terms. Otherwise, Tap Issues shall be allowed on the terms set out in Clause 4.1.2 (<i>Tap Issues</i>).
Voting Bonds:	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 7.5 (<i>Written Resolutions</i>).

3. SPECIAL TERMS OF THE BONDS

3.1 Use of proceeds

The Issuer will use the net proceeds from the issuance of the Bonds for its general corporate purposes and refinancing of existing debt.

3.2 Status

The Issuer's payment obligations under these Bond Terms shall rank ahead of all subordinated payment obligations of the Issuer and the Bond shall rank pari passu between themselves and will rank at least pari passu 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).

3.3 Security

The Bonds are unsecured.

3.4 Special Conditions

3.4.1 Corporate and operational matters

(a) Intra-group transactions

All transactions between any companies in the Group shall be on commercial terms and shall comply with all applicable provisions of applicable corporate law applicable to such transactions, including, in respect of Norwegian companies, Section 3-9 of the Private or Public Limited Companies Act 1997.

(b) Transactions with shareholders, directors and affiliated companies

The Issuer shall cause all transactions between any Group Company and (i) any shareholder thereof not part of the Group, (ii) any director or senior member of management in any Group Company, (iii) any company in which any Group Company holds more than 10 per cent of the shares, or (iv) or any company, person or entity controlled by or affiliated with any of the foregoing, to be entered on commercial terms, not less favorable to the Group Company than would have prevailed in arms' length transaction with a third party.

All such transactions shall comply with all applicable provisions of applicable corporate law applicable to such transactions, including, in respect of Norwegian companies, Section 3-8 of the Private and Public Limited Companies Act 1997.

(c) Corporate status

The Issuer shall not, and shall ensure that no Material Subsidiary, change its type of organization or jurisdiction of organization.

(d) Compliance with laws

The Issuer shall (and shall ensure that all Material Subsidiaries shall) carry on its business in accordance with acknowledged, careful and sound practices in all material aspects and comply in all material respects with all laws and regulations it or they may be subject to from time to time (including any environmental laws and regulations).

(e) Litigations

The Issuer shall, promptly upon becoming aware of them, send the Bond Trustee such relevant details of any:

- (i) material litigations, arbitrations or administrative proceedings which have been or might be started by or against any Material Subsidiaries; and

- (ii) other events which have occurred or might occur and which may have a Material Adverse Effect, as the Bond Trustee may reasonably request.

(f) *Negative Pledge*

The Issuer shall not, and shall procure that no member of the Group shall, without the prior written consent of the Bond Trustee (on behalf of the Bondholders) create or incur, or allow to exist over any of its present or future assets or revenues, any mortgage, pledge, lien or any other encumbrance other than:

- (i) any encumbrance existing on the date hereof provided that the principal amount secured is not increased;
- (ii) any encumbrance arising solely by operation of law and not arising as a result of any default or omission on the part of the Issuer or any member of the Group and securing obligations of not more than thirty (30) days maturity, unless being contested in good faith;
- (iii) any encumbrances in the ordinary course of business including cash pool schemes, and retention of title arrangements in the ordinary course of trading;
- (iv) any encumbrance existing over any company or asset acquired after the date hereof; provided that:
 - (A) such encumbrance having been created or granted by the relevant company prior to (and not concurrently with) becoming a member of the Group;
 - (B) there is no increase in the principal amount or change in the nature of, the indebtedness thereby secured
 - (C) there is no transfer of the benefit of such encumbrance to any other person other than a person who takes a corresponding transfer of the indebtedness secured thereby; and
 - (D) subject that any encumbrances according to (A) or (C) shall be released not later than 12 months after such company has become a member of the Group;
- (v) any encumbrance entered into in connection with ordinary treasury activities in connection with entering into hedging arrangements or in respect of exchange requirements;
- (vi) any encumbrance which secures Project Debt;
- (vii) any encumbrances created or granted by any of the Group's printing plants in connection with financial indebtedness incurred in the form of loans or finance lease relating to the printing activity at the time of signing;
- (viii) any encumbrance not covered by paragraphs (i), (ii), (iii), (iv), (v), (vi) and (vii) above, provided that the aggregate amount of indebtedness secured by all encumbrances under this paragraph (viii) does not, at any time, exceed NOK 400,000,000; and
- (ix) any encumbrance consented to in writing by the Bond Trustee (or by simple majority at the bondholders meeting).

“Project Debt” means, at any time, any indebtedness of any subsidiary incurred under any loan guarantee obligation entered into in respect of any loan, credit or similar financial facility granted to it in connection with the financing of any assets to be acquired by such subsidiary after the date of these Bond Terms and where the terms pursuant to which such financial facility has been granted stipulate the payment of the indebtedness of such Subsidiary arising there under (including, without limitation, any indebtedness arising as a result of a breach thereof) is to be made from the revenues arising out of the assets acquired with recourse to such revenues and/or assets, but without any recourse whatsoever to any other assets or revenues of such subsidiary or any other member of the Group.

3.4.2 Change of Control

- (a) Upon the occurrence of a Change of Control Event or a Delisting Event each Bondholder shall have a right of pre-payment (a **“Put Option”**) of its Bonds at a price of 100 % of par plus accrued interest.
- (b) The Put Option must be exercised by a Bondholder within two (2) months after the Issuer has given notification to the Bond Trustee and the Bondholders of a Change of Control Event. Such notification shall be given by the Issuer as soon as possible after a Change of Control Event has taken place.
- (c) The Put Option may be exercised by the Bondholders by giving written notice of the request to its account manager. The account manager shall notify the Paying Agent of the exercise of the Put Option. The Repayment Date of the Put Option shall be fifteenth (15th) Business Days after the end of the two (2) months exercise period referred to in paragraph (b) above.

On the Repayment Date of the Put Option, the Issuer shall pay to each of the Bondholders holding Bonds to be pre-paid, the principal amount of each such Bond and any unpaid interest accrued up to (but not including) the settlement date

4. GENERAL TERMS OF THE BONDS

4.1 Conditions precedent

4.1.1 Conditions precedent to the Issue Date

- (a) The Bond Trustee shall have received the following documentation, no later than two (2) Business Days prior to the Issue Date:
 - (i) these Bond Terms duly signed,
 - (ii) the Issuer’s corporate resolution to issue the Bonds,
 - (iii) confirmation that the relevant individuals are authorised to sign on behalf of the Issuer these Bond Terms and other relevant documents in relation hereto, (Company Certificate, Power of Authority etc.),
 - (iv) the Issuer’s Articles of Association,
 - (v) confirmation that the requirements set forth in Chapter 7 of the Norwegian Securities Trading Act (prospectus requirements) are fulfilled,
 - (vi) to the extent necessary, any public authorisations required for the issue of the Bonds,
 - (vii) confirmation that the Bonds have been registered in the CSD,
 - (viii) the Bond Trustee Agreement duly signed (to the extent applicable),

- (ix) confirmation according to Clause 4.1.3(e) (*Confirmation*) if applicable,
 - (x) any other relevant documentation presented in relation to the issue of the Bonds, and
 - (xi) any statements (including legal opinions) required by the Bond Trustee regarding documentation in this Clause 4.1 (*Conditions precedent*).
- (b) The Bond Trustee may, in its reasonable opinion, waive the deadline or requirements for the documentation as set forth in this Clause 4.1 (*Conditions precedent*).
 - (c) The Issuance of the Bonds is subject to the Bond Trustee's written notice to the Issuer, the manager of the issuance of the Bonds and the Paying Agent that the documents have been controlled and that the required conditions precedent are fulfilled.

4.1.2 Tap Issues

- (a) If Maximum Issue Amount is applicable (ref Clause 1 (*Main terms of the Bonds*)), the Issuer may subsequently issue Additional Bonds on one (1) or more occasions (each a "**Tap Issue**") until the Nominal Amount of all Additional Bonds plus the Initial Bond Issue equals in aggregate the Maximum Issue Amount, provided that:
 - (i) the Tap Issue is made no later than five (5) Business Days prior to the Maturity Date, and that
 - (ii) all conditions set forth in Clause 4.1 (*Conditions precedent*) are still valid to the extent applicable, or that necessary valid documentation is provided.
- (b) Each Tap Issue requires written confirmation from the Bond Trustee, unless (i) the Issuer is a Financial Institution and (ii) the Bonds constitute (senior) unsecured indebtedness of the Issuer (i.e. not subordinated).
- (c) The Issuer may, upon written confirmation from the Bond Trustee, increase the Maximum Issue Amount. The Bondholders and the Exchange shall be notified of any increase in the Maximum Issue Amount.
- (d) Interest will accrue on the Nominal Amount of any Additional Bond as set out in Clause 4.6.2 (*Interest Rate calculation and fixing*).
- (e) If the Bonds are listed on an Exchange and there is a requirement for a new prospectus is in order for the Additional Bonds to be listed together with the Bonds, the Additional Bonds may be issued under a separate ISIN ("**Temporary Bonds**"). Upon the approval of the prospectus, the Issuer shall (i) notify the Bond Trustee, the Exchange and the Paying Agent and (ii) ensure that the Temporary Bonds are converted into the ISIN for the Bonds. These Bond Terms govern such Temporary Bonds.

4.1.3 Representations and warranties

- (a) *General*: The Issuer makes the representations and warranties set out in this Clause 4.1.3 (*Representations and warranties*) to the Bond Trustee (on behalf of the Bondholders) at the following times and with reference to the facts and circumstances then existing:
 - (i) at the Issue Date; and
 - (ii) at the date of issuance of any Additional Bonds:

- (b) *Information:* All information which has been presented to the Bond Trustee or the Bondholders in relation to the Bonds is, to the best knowledge of the Issuer, having taken all reasonable measures to ensure the same:
 - (i) true and accurate in all material respects as at the date the relevant information is expressed to be given; and
 - (ii) does not omit any material information likely to affect the accuracy of the information as regards the evaluation of the Bonds in any material respects unless subsequently disclosed to the Bond Trustee in writing or otherwise made publicly known.
- (c) *Requirements*
 - (i) The Issuer has made a valid resolution to issue the Bonds and the provisions of the Finance Documents do not contravene any of the Issuer's other obligations.
 - (ii) All public requirements have been fulfilled (i.e. pursuant to chapter 7 of the Norwegian Securities Trading Act), and any required public authorisation has been obtained.
- (d) *No Event of Default:* No Event of Default exists or is likely to result from the issuance of the Bonds or the entry into, the performance of, or any transaction contemplated by, these Bond Terms or the other Finance Documents.
- (e) *Confirmation:* The Bond Trustee may require a statement from the Issuer confirming the Issuer's compliance with this Clause 4.1.3 (*Representations and warranties*) at the times set out above.

4.2 General covenants

The Issuer undertakes not to (either in one action or as several actions, voluntarily or involuntarily):

- (a) sell or otherwise dispose of all or parts of its assets or business,
- (b) change the nature of its business, or
- (c) merge, demerge or in any other way restructure its business,

if, for each of paragraph (a) to (c) above, such action will materially and adversely affect the Issuer's ability to fulfil its obligations under these Bond Terms.

4.3 Information covenants

The Issuer undertakes to:

- (a) inform the Bond Trustee promptly of any Event of Default pursuant to these Bond Terms, and of any situation which the Issuer understands or could reasonably be expected to understand may lead to an Event of Default,
- (b) inform the Bond Trustee if the Issuer intends to sell or dispose of all or a substantial part of its assets or operations or change the nature of its business,
- (c) upon request, provide the Bond Trustee with its annual and interim reports and any other information reasonably required by the Bond Trustee,
- (d) upon request report to the Bond Trustee the balance of Issuer's Bonds,
- (e) provide a copy to the Bond Trustee of any notice to its creditors to be made according to applicable laws and regulations,

- (f) send a copy to the Bond Trustee of notices to the Exchange which have relevance to the Issuer's liabilities pursuant to these Bond Terms,
- (g) inform the Bond Trustee of changes in the registration of the Bonds in the CSD, and
- (h) annually in connection with the release of its annual report, and upon request, confirm to the Bond Trustee compliance with any covenants set forth in these Bond Terms.

4.4 Registration of Bonds

The Issuer shall continuously ensure the correct registration of the Bonds in the CSD.

4.5 Listing and prospectus

- (a) In the event that the Bonds are listed on the Exchange, matters concerning the listing requiring the approval of the Bondholders shall be resolved pursuant to the terms of these Bond Terms.
- (b) In the event that the Bonds are listed on the Exchange, the Issuer shall submit the documents and the information necessary to maintain the listing.
- (c) The Issuer shall ensure that these Bond Terms shall be incorporated in any prospectus and other subscription or information materials related to the Bonds.

4.6 Payments in respect of the Bonds

4.6.1 Covenant to pay

- (a) On each Interest Payment Date the Issuer shall in arrears pay the accrued Interest Rate amount to the Bondholders.
- (b) On the Repayment Date the Issuer shall pay in respect of each Bond the Nominal Amount at a price equal to the Redemption Price to the Bondholders.
- (c) If a Payment Date falls on a day on which is not a Business Day, the payment shall be made on the first following Business Day.
- (d) The Issuer undertakes to pay to the Bond Trustee any other amount payable pursuant to the Finance Documents at its Payment Date.
- (e) The Issuer may not apply or perform any counterclaims or set-off against any payment obligations pursuant to the Finance Documents.
- (f) If exercising a Call, the Issuer shall at the Repayment Date pay to the Bondholders the Nominal Amount of the Bonds at a price equal to the relevant Call Price.
- (g) Amounts payable to the Bondholders by the Issuer shall be available to the Bondholders on the date the amount is due pursuant to these Bond Terms and will be made to the Bondholders registered as such in the CSD at the Relevant Record Date for the actual payment.
- (h) In the event that the Issuer has not fulfilled its payment obligations pursuant to these Bond Terms interest shall accrue at the Interest Rate plus 3 percentage points per annum.
- (i) Default interest shall be added to any amount due but unpaid on each Interest Payment Date and accrue interest together with such amount (compound interest).

4.6.2 Interest Rate calculation and fixing

- (a) The Outstanding Bonds will accrue interest at the Interest Rate on the aggregate Nominal Amount for each Interest Period, commencing on and including the first date of the

Interest Period (or the Issue Date, for the first Interest Period), and ending on but excluding the last date of the Interest Period.

- (b) The Interest Rate shall be calculated based on the Day Count Convention.
- (c) If FRN, the Interest Rate shall be adjusted by the Bond Trustee on each Interest Quotation Date during the term of the Bonds. The Bondholders, the Issuer, the Paying Agent and the Exchange (to the extent applicable) shall be notified of the new Interest Rate applicable for the next Interest Period.
- (d) Interest will accrue on the Nominal Amount of any Additional Bond for each Interest Period starting with the Interest Period commencing on the Interest Payment Date immediately prior to the issuance of the Additional Bonds (or the Issue Date, for the first Interest Period).

4.6.3 Exercise of Call

- (a) Exercise of Call shall be notified by the Issuer to the Bond Trustee at least ten (10) Business Days prior to the relevant Repayment Date.
- (b) Partial exercise of Call shall be carried out pro rata between the Bonds (according to the procedures in the CSD).

4.6.4 Partial payments

- (a) If a payment relevant to the Bonds is insufficient to discharge all amounts then due and payable under the Finance Documents (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 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 5.2 (*Acceleration of the Bonds*), or
 - (ii) as a result of a resolution according to Clause 7 (*Bondholders’ decisions*).

5. EVENTS OF DEFAULT AND ACCELERATION OF THE BONDS

5.1 Events of Default

Each of the events or circumstances set out in this Clause 5.1 (*Events of Default*) shall constitute an Event of Default:

- (a) Non-payment: The Issuer fails to fulfil any payment obligation pursuant to Clause 4.6.1 (*Covenant to pay*) unless, in the opinion of the Bond Trustee, it is obvious that such failure will be remedied, and payment is made within five (5) Business Days following the original Payment Date.
- (b) Breach of undertaking: The Issuer fails to duly perform any other substantial obligation pursuant to these Bond Terms, unless, in the opinion of the Bond Trustee, such failure

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is capable of remedy and is remedied within twenty (20) Business Days from the date the Issuer became aware thereof.

- (c) **Misrepresentation:** Any representation, warranty or statement made by the Issuer under or in connection with any Finance Document is or proves to have been incorrect, inaccurate or misleading in any material respect when made or deemed to have been made, unless the circumstances giving rise to the misrepresentation are, in the opinion of the Bond Trustee, capable of remedy and are remedied within twenty (20) Business Days from the date the Issuer became aware thereof.
- (d) **Cross acceleration:** The Issuer fails to fulfil any other financial indebtedness (including any guarantee liabilities), which is declared due and repayable prior to its specified maturity as a result of an event of default (however described), provided that the aggregate amount of such financial indebtedness exceeds the higher of NOK 25 000 000 (Norwegian Kroner twenty five million) or 1% of the Issuer's book equity pursuant to its latest audited accounts.
- (e) **Insolvency or creditor's process:** The Issuer becomes subject to insolvency or is taken under public administration, by reason of actual or anticipated financial difficulties enters into debt negotiations with any of its creditors other than pursuant to these Bond Terms, admits to insolvency or if a substantial proportion of the Issuer's assets are impounded, taken under enforcement proceedings, confiscated or subject to distraint.
- (f) **Dissolution:** The Issuer is resolved to be dissolved.
- (g) **Unlawfulness:** It is or becomes unlawful for the Issuer to perform or comply with any of its obligations under the Finance Documents in any material respect.

5.2 Acceleration of the Bonds

If an Event of Default has occurred and is not remedied or waived, 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 5.3 (*Bondholders' instructions*) below, 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 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.

5.3 Bondholders' instructions

The Bond Trustee shall serve a default notice pursuant to Clause 5.2 (*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.

5.4 Indemnification

The Bond Trustee shall be indemnified by the Bondholders for any results (including any expenses, costs and liabilities) of taking action pursuant to Clause 5.3 (*Bondholders' instruction*) or pursuant to the Bondholders' Meeting having declared the Bonds to be in

default. The Bond Trustee may claim indemnity and security from the Bondholders who put forward the demand in accordance with Clause 5.3 (*Bondholders' instruction*) or voted for the adopted resolution at the Bondholders' Meeting.

6. THE BONDHOLDERS

6.1 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) These Bond Terms shall be publicly available from the Bond Trustee or the Issuer.
- (c) The Bond Trustee is always acting with binding effect on behalf of all the Bondholders.

6.2 Limitation of rights of action

- (a) No Bondholder is entitled to take any enforcement action, instigate any insolvency procedures, or take other 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, including any right to exercise any put option.
- (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.

6.3 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 6.3 (*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.

7. BONDHOLDERS' DECISIONS

7.1 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) A Bondholders' Meeting can only resolve that any overdue payment of any instalment will be reduced if there is a pro rata reduction of the principal that has not fallen due, however, the meeting may resolve that accrued interest (whether overdue or not) shall

be reduced without a corresponding reduction of principal, including if any such accrued and overdue interest has been issued under a separate ISIN in accordance with the regulations of the CSD from time to time.

- (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 8.1 (*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 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 9.1.2 (*Procedure for amendments and waivers*), paragraph (a) and (b), a majority of at least 2/3 of the Voting Bonds represented at the Bondholders' Meeting is required for approval of any waiver or amendment of these Bond Terms.

7.2 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 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 re-requesting party may itself call the Bondholders' Meeting.
- (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 this would constitute a breach by the Issuer's obligations pursuant to Clause 4.6.1 (*Covenant to pay*).
- (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 Oslo). The Bondholders' Meeting will be opened and, unless otherwise decided by the Bondholders' Meeting, chaired by the Bond Trustee (the "**Chairperson**"). If the Bond Trustee is not present, the Bondholders' Meeting will be opened by a Bondholder and the Chairperson elected by the Bondholders' Meeting.
- (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 (1) 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.

7.3 Voting rules

- (a) Each Bondholder (or person acting for a Bondholder under a power of attorney) may cast one (1) vote for each Voting Bond owned on the Relevant Record Date, ref. Clause 6.3 (*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 7 (*Bondholders' decisions*), a Bondholder that has a Bond registered in the name of a nominee will, in accordance with Clause 6.3 (*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 6.3 (*Bondholders' rights*) stating that it is the owner of the

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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.

7.4 Repeated Bondholders' Meeting

- (a) Even if the necessary quorum set out in paragraph (e) of Clause 7.1 (*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 7.1 (*Authority of the Bondholders' Meeting*), Clause 7.2 (*Procedure for arranging a Bondholders' Meeting*) and Clause 7.3 (*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 7.1 (*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 7.5 (*Written Resolutions*), even if the initial meeting was held pursuant to the procedures of a Bondholders' Meeting in accordance with Clause 7.2 (*Procedure for arranging a Bondholders' Meeting*) and vice versa.

7.5 Written Resolutions

- (a) Subject to these Bond Terms, anything which may be resolved by the Bondholders in a Bondholders' Meeting pursuant to Clause 7.1 (*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 7.1 (*Authority of the Bondholders' Meeting*), 7.2 (*Procedure for arranging a Bondholder's Meeting*), Clause 7.3 (*Voting Rules*) and Clause 7.4 (*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 7.2 (*Procedure for arranging Bondholders Meetings*); or
 - (ii) provisions which are otherwise in conflict with the requirements of this Clause 7.5 (*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 6.3 (*Bondholders’ rights*), will be counted in the Written Resolution.
- (g) A Written Resolution is passed when the requisite majority set out in paragraph (f) or paragraph (g) of Clause 7.1 (*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 passed 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 7.1 (*Authority of Bondholders’ Meeting*).

8. THE BOND TRUSTEE

8.1 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, requesting the commencement of bankruptcy or other insolvency proceedings or filing of any other claim 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.
- (c) 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.

8.2 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 8.4 (*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 Nominal Amount of the Bonds to a lower nominal value in order to facilitate partial redemptions, depreciations or restructurings of the Bonds or in other situations where such split is deemed necessary.

8.3 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.

8.4 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 to 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. For Nordic Financial Institutions, and Nordic governmental issuers, annual fee will be determined according to applicable fee structure and terms and conditions presented at the Bond Trustee's web site (www.nordictrustee.com) at the Issue Date, unless otherwise is agreed with the Bond Trustee. For other issuers a separate Bond Trustee Agreement will be entered into. The Bond Trustee's obligations under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.
- (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 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, 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 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.

8.5 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 7 (*Bondholders' Decision*), 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 8.5 (*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 8.5 (*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.

9. OTHER PROVISIONS

9.1 Amendments and waivers

9.1.1 Approval from both parties

Amendments of these Bond Terms may only be made with the approval of the parties to these Bond Terms, with the exception of amendments related to Clause 8.5 (*Replacement of the Bond Trustee*).

9.1.2 Procedure for amendments and waivers

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:

- (a) 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; or
- (b) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or
- (c) such amendment or waiver has been duly approved by the Bondholders in accordance with Clause 7 (*Bondholders' Decisions*).

9.1.3 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.

9.1.4 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 9.1 (*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 9.1.2(a) (*Procedure for amendments and waivers*), the Bond Trustee may inform the Bondholders of such waiver or amendment at a relevant information platform.

9.2 The Issuer's purchase of Bonds

The Issuer may purchase and hold Bonds and such Bonds may be retained, sold or cancelled in the Issuer's sole discretion (including, to the extent applicable with respect to Bonds purchased pursuant to a put option).

9.3 Defeasance

- (a) Provided that
 - (i) an amount sufficient for the payment of principal and interest on the Outstanding Bonds to the relevant Repayment Date, including any potential Call premium (the "**Defeasance Amount**"), is
 - (ii) transferred to an account in a financial institution acceptable to the Bond Trustee (the "**Defeasance Account**") and
 - (iii) being pledged and blocked in favour of the Bond Trustee on such terms as the Bond Trustee shall request (the "**Defeasance Pledge**"), the Issuer may request to the Bond Trustee that;
 - (A) the Issuer shall be relieved of its obligations under Clause 4.2 (*General covenants*) and Clause 4.3 (*Information covenants*);
 - (B) any security provided for the Bonds may be released and the Defeasance Pledge shall be considered replacement of such security; and that

- (C) any guarantor may be released of its guarantee obligations pursuant to the Bond Terms.
- (b) The Bond Trustee may require such further conditions, statements and legal opinions before the defeasance arrangements is implemented as the Bond Trustee may reasonably require.
- (c) The Bond Trustee shall be authorised to apply any Defeasance Amount deposited on the Defeasance Account towards any amount payable by the Issuer under or pursuant to the Bond Terms on the relevant Payment Date until all obligations of the Issuer are repaid and discharged in full.
- (d) The Bond Trustee may, if the relevant 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 required.
- (e) A defeasance established according to this Clause 9.3 (*Defeasance*) may not be reversed.

9.4 Expenses

- (a) The Issuer shall cover all its own expenses in connection with these Bond Terms and the fulfilment of its obligations hereunder, including the 'preparation of these Bond Terms, listing of the Bonds on the Exchange, and the registration and administration of the Bonds in the CSD.
- (b) The expenses and fees payable to the Bond Trustee shall be paid by the Issuer. For Financial Institutions, and Nordic governmental issuers, annual fee will be determined according to applicable fee structure and terms and conditions presented at the Bond Trustee's web site (www.nordictrustee.no) at the Issue Date, unless otherwise is agreed with the Bond Trustee. For other issuers a separate Bond Trustee Agreement will be entered into. Fees and expenses payable to the Bond Trustee which, due to insolvency or similar by the Issuer, are not reimbursed in any other way may be covered by making an equivalent reduction in the payments to the Bondholders.
- (c) Any public fees payable in connection with these Bond Terms and fulfilling of the obligations pursuant to these Bond Terms shall be covered by the Issuer. The Issuer is not responsible for reimbursing any public fees levied on the trading of Bonds.
- (d) The Issuer is responsible for withholding any withholding tax imposed by relevant law.

9.5 Notices

- (a) Written notices, warnings, summons etc. to the Bondholders made by the Bond Trustee shall be sent via the CSD with a copy to the Issuer and the Exchange. Information to the Bondholders may also be published at the web site www.stamdata.no.
- (b) The Issuer's written notifications to the Bondholders shall be sent via the Bond Trustee, alternatively through the CSD with a copy to the Bond Trustee and the Exchange.

9.6 Contact information

The Issuer and the Bond Trustee shall ensure that the other party is kept informed of any changes in its postal address, e-mail address, telephone and fax numbers and contact persons.

9.7 Governing law

These Bond Terms shall be governed by and construed in accordance with Norwegian law.

9.8 Jurisdiction

- (a) The Bond Trustee and the Issuer agree for the benefit of the Bond Trustee and the Bondholders that the Oslo district court (*Oslo Tingrett*) shall have jurisdiction with respect to any dispute arising out of or in connection with these Bond Terms (a “**Dispute**”). 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 and that the Issuer shall be prevented from taking proceedings relating to a Dispute in any other court of law.
- (b) Paragraph (a) above has been agreed for the benefit of the Bond Trustee and the Bondholders only. The Bond Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bond Trustee may also take concurrent proceedings in any number of jurisdictions. Accordingly, it is agreed that the Oslo district court (*Oslo Tingrett*) has non-exclusive jurisdiction to settle any Dispute.

SIGNATURES

The Issuer

By: 

Name:

The Bond Trustee

By: 

Name:

Verifikasjon

Transaksjon 09222115557458190385

Dokument

Bond Terms

Hoveddokument

24 sider

Initiert på 2021-11-24 10:52:52 CET (+0100) av Joakim Fosse (JF)

Ferdigstilt den 2021-11-24 12:29:51 CET (+0100)

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