



## **Final Terms**

3.05% Norwegian Property ASA Secured Bond Issue  
2019/2026

ISIN NO0010856818

2<sup>nd</sup> Tranche

(temporary ISIN NO0011084667 to be converted into ISIN  
NO0010856818)

## Final Terms

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These Final Terms have been prepared in accordance with Regulation (EU) 2017/1129. The Final Terms together with the Base Prospectus for Norwegian Property ASA dated 26.01.2022 and any supplements to the Base Prospectus constitute a Prospectus for temporary ISIN NO0011084667 to be converted into ISIN NO0010856818 - 3.05% Norwegian Property ASA Secured Bond Issue 2019/2026 – 2<sup>nd</sup> Tranche. 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://norwegianproperty.no>

# 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	Temporary ISIN NO0011084667 to be converted into ISIN NO0010856818 - 3.05% Norwegian Property ASA Secured Bond Issue 2019/2026 – 2 <sup>nd</sup> Tranche.
The Issuer	Norwegian Property ASA is a Norwegian public limited liability company domiciled in Norway and existing under the laws of Norway, including the Public Limited Companies Act. The Company's registration number 988 622 036 and LEI-code 549300XAKTM2BMKIPT85.
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 26.01.2022, approved the Base Prospectus.

## B - KEY INFORMATION ON THE ISSUER

<b>Who is the issuer of the securities?</b>	
Corporate Information	Norwegian Property ASA is a Norwegian public limited liability company domiciled in Norway and existing under the laws of Norway, including the Public Limited Companies Act. The Company's registration number 988 622 036 and LEI-code 549300XAKTM2BMKIPT85. Website: <a href="http://www.norwegianproperty.no">www.norwegianproperty.no</a>
Principal activities	Norwegian Property's primary business is the ownership and management of commercial properties in the Oslo region. Norwegian Property ASA is the parent company in the Group with limited activity other than being the ultimate holding company. Each property is owned by a subsidiary, while the Group's debt is gathered in the parent company.
Major Shareholders	Norwegian Property ASA is owned by Geveran Trading Co Ltd.
Key managing directors	Bent Oustad - CEO Haavard Rønning - CFO

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	Bjørge Aarvold - EVP Property Management Ellen Cathrine Kobro - EVP Marketing Sindre Kornrud – EVP Development Thomas Weeden - EVP Business Development & Strategy			
Statutory auditor	The Company’s auditor is PricewaterhouseCoopers AS, Dronning Eufemias gate 71, 0194 Oslo, Norway. Post address: P.O. Box 748 Sentrum, NO-0106 Oslo, Norway. PwC is a member of Den Norske Revisorforeningen og autorisert regnskapsførerselskap (The Norwegian Institute of Public Accountants).			
What is the key financial information regarding the Issuer?				
Norwegian Property ASA				
INCOME STATEMENT (Amounts in NOK million)	Group 2020 audited	Group 2019 audited	Group Q3 2021 unaudited	Group Q3 2020 unaudited
Operating profit	2 437,7	1 438,1	496,5	481,5
Profit for the year/period	1 675,9	1 006,7	326,1	342,0
BALANCE SHEET				
Net financial debt (long term debt plus short term debt minus cash)	11 431,2	9 219,4	11 408,2	8 582,7
CASH FLOW STATEMENT				
Net cash flow from operating activities	1 007,8	354,9	350,8	113,4
Net cash flow from investment activities	(6 217,5)	271,7	(78,4)	(1 042,0)
Net cash flow from financing activities	5 593,7	(469,4)	371,3	1 009,6
What are the key risk factors that are specific to the Issuer?				
Most material key risk factors	<ul style="list-style-type: none"><li>• The Company is exposed to the economic cycle and macro economical fluctuations, since changes in the general economic situation could affect rent levels, vacancies and the value of the Company’s assets.</li><li>• Negative changes in the general economic situation, leading to lower business and private spending and increased unemployment, may adversely affect the demand for renting commercial properties or buying a new house or apartment.</li><li>• The financial status and strength of the Group’s tenants, and thus their ability to service the rent etc. will always be a decisive factor when evaluating the risk of a property company.</li><li>• The Group’s financial position, including its financial leverage may have several adverse consequences.</li><li>• Norwegian Property is to a large extent financed by debt and will be exposed to interest rate fluctuations.</li></ul>			

**C - KEY INFORMATION ON THE SECURITIES**

<b>What are the main features of the securities?</b>	
Description of the securities, including ISIN	Temporary ISIN NO0011084667 to be converted into ISIN NO0010856818. Secured Open Bond Issue with fixed rate. Issue Date Initial Bond Issue: 20 June 2019, Issue Date 2 <sup>nd</sup> Tranche: 27 August 2021 Maturity Date 19 June 2026. Initial Bond Issue is NOK 150,000,000. 2 <sup>nd</sup> Tranche is NOK 200,000,000. Outstanding amount is NOK 350,000,000. The Initial Nominal Amount of each Bond is NOK 1,000,000 each and among themselves pari passu ranking. The Bonds are fixed rate bonds; 3.05%.

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<p>Rights attached to the securities</p>	<p>The Bond Terms has been 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.</p> <p>In the event the Issuer has provided Cash for Refinancing Security each Bondholder shall have a right of pre-payment ("<b>Refinancing Put Option</b>") of its Bonds at 100 per cent of their Nominal Amount plus interest accruing up to the Maturity Date.</p> <p>Upon a Change of Control Event, each Bondholder shall have a right of pre-payment ("<b>Change of Control Put Option</b>") of Bonds at 101 per cent of the Nominal Amount plus accrued interest.</p> <p>The Issuer shall have the right to redeem the Bonds at 101% of the Nominal Amount plus accrued interest if (i) the principal amount of Bonds outstanding is less than 10% of the total amount issued under the Bond Terms or (ii) the principal amount of Secured Debt is less than NOK 200,000,000.</p>
<p>Status of the bonds and security</p>	<p>The Issuer's payment obligations under these Bond Terms shall rank ahead of all subordinated payment obligations of the Issuer and the Bonds shall rank pari passu between themselves and will rank at least pari passu with all other obligations of the Issuer, save for obligations which are mandatorily preferred by law.</p> <p>The Bond Obligations shall be secured by the Joint Security or the Cash for Refinancing Security (as applicable).</p> <p>The Joint Security shall secure (i) the Bond Obligations and (ii) the Additional Loan Obligations, on a joint and pro rata basis among the Secured Creditors, as further provided for in the Intercreditor Agreement.</p> <p>The Issuer shall, prior to any Additional Loan being established, ensure that the relevant Secured Creditors accede to the Intercreditor Agreement.</p> <p>The Property Company may increase or reduce the nominal value of the Mortgage over the Property, provided that the registered nominal value of the Mortgage in no event shall be lower than the outstanding principal amount of Secured Debt. The Property Company shall be permitted to submit relevant documents to the Land Registry (Kartverket) and the Security Agent shall timely do all such acts and things required to facilitate the registration with the Land Registry.</p> <p>The Issuer may at any time during the last three months before the Maturity Date provide Cash for Refinancing Security to a Cash for Refinancing Security Account against release of the Joint Security Interest as Security Interest for the Bond Issue (and the Bond Trustee (and, if applicable, each Bondholder) shall resign as a party to the Intercreditor Agreement upon such release of the Joint Security Interest).</p>

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Any restrictions on the free transferability of the securities	<p>The Bonds are freely transferable and may be pledged, subject to the following:</p> <p>(i) bondholders may be subject to purchase or transfer restrictions with regard to the Bonds, as applicable from time to time under local laws to which a bondholder may be subject (due e.g. to its nationality, its residency, its registered address, its place(s) for doing business). Each bondholder must ensure compliance with local laws and regulations applicable at own cost and expense.</p> <p>(ii) notwithstanding the above, a bondholder which has purchased the Bonds in contradiction to mandatory restrictions applicable may nevertheless utilize its voting rights under the Bond Terms.</p>
<b>Where will the securities be traded?</b>	
Admission to trading	The Bonds under ISIN NO0010856818 are already listed on Oslo Børs under the ticker NPRO14. The Temporary ISIN will be converted into ISIN NO0010856818 upon the approval of the Prospectus.
<b>What are the key risks that are specific to the securities?</b>	
Most material key risks	<ul style="list-style-type: none"> <li>• Interest rate risk</li> <li>• Market risk</li> <li>• Security</li> </ul>

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

<b>Under which conditions and timetable can I invest in this security?</b>	
Terms and conditions for the offer	Not applicable. The Bonds have not been subject to a public offer.
<b>Why is the Prospectus being produced?</b>	
Admission to trading	The Prospectus is produced in connection with listing of Bonds on the Exchange.
Use of proceeds	<p>The Issuer used the net proceeds from the Initial Bond Issue to refinancing certain existing debt in Danske Bank, Norwegian branch and DNB Bank ASA and for its general corporate purposes.</p> <p>The net proceeds of the 2<sup>nd</sup> Tranche – NOK 208,200,000 - was used for general corporate purposes.</p>
Material conflicts of interest	<p>Norwegian Property ASA has mandated DNB Markets as Manager for the 2<sup>nd</sup> Tranche of the Bonds. The Manager has acted as advisor to Norwegian Property ASA in relation to the pricing of the Bonds.</p> <p>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 Manager 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.</p>

## 2. INFORMATION CONCERNING THE SECURITIES

### Main terms of the Bonds:

ISIN:	Temporary ISIN NO0011084667 to be converted into ISIN NO0010856818.
The Bonds/The Bond Issue:	3.05% Norwegian Property ASA Secured Bond Issue 2019/2026.
Issuer:	Norwegian Property ASA, a company existing under the laws of Norway with registration number 988 622 036 and LEI-code 5967007LIEEXZXGQFS44.
Security Type:	Secured Open Bond Issue with fixed rate.
Securities Form:	As set out in the Base Prospectus clause 11.1.
Maximum Issue Amount:	NOK 1,850,000,000
Initial Bond Issue / 2 <sup>nd</sup> Tranche:	Initial Bond Issue - NOK 150,000,000 2 <sup>nd</sup> Tranche - NOK 200,000,000
Outstanding Amount:	NOK 350,000,000
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:	Initial Bond Issue - 100 % (par value) 2 <sup>nd</sup> Tranche – 104.16 %. As defined in the Base Prospectus section 11.3.
Issue Date:	Issue Date Initial Bond Issue: 20 June 2019. Issue Date 2 <sup>nd</sup> Tranche: 27 August 2021.
Redemption Price:	100 % of Nominal Amount. As defined in the Base Prospectus section 11.3.
Maturity Date:	19 June 2026. As defined in the Base Prospectus section 11.3.

### Interest rate:

Interest Bearing from:	Issue Date.
Interest Rate:	3.05 % As set out in the Base Prospectus clause 11.2.4 and defined in section 11.3.
Reference Rate:	NA
Margin:	NA

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Current Interest:	3.05 %
Interest Period:	19 May each year. As defined in the Base Prospectus section 11.3.
Interest Payment Date:	As defined in the Base Prospectus section 11.3.
Interest Quotation Date:	NA.
Day Count Convention:	30/360. As set out in the Base Prospectus clause 11.2.4 and defined in section 11.3.
Business Day Convention:	No Adjustment. As set out in the Base Prospectus clause 11.2.4 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 is 3.05 % p.a. assuming a price of 100 %.

### **The Bonds purpose, status and security:**

Use of proceeds:	The Issuer used the net proceeds from the Initial Bond Issue to refinancing certain existing debt in Danske Bank, Norwegian branch and DNB Bank ASA and for its general corporate purposes. The net proceeds of the 2 <sup>nd</sup> Tranche – NOK 208,200,000 - was used for general corporate purposes.
Status:	As set out in the Base Prospectus clause 11.2.7.
Security:	a) The Bond Obligations shall be secured by the Joint Security or the Cash for Refinancing Security (as applicable).  b) The Joint Security shall secure (i) the Bond Obligations and (ii) the Additional Loan Obligations, on a joint and pro rata basis among the Secured Creditors, as further provided for in the Intercreditor Agreement.  c) The Issuer shall, prior to any Additional Loan being established, ensure that the relevant Secured Creditors accede to the Intercreditor Agreement.  d) The Property Company may increase or reduce the nominal value of the Mortgage over the Property, provided that the registered nominal value of the Mortgage in no event shall be lower than the outstanding principal amount of Secured Debt. The Property Company shall be permitted to submit relevant documents to the Land Registry (Kartverket) and the Security Agent shall timely do all such acts and things required to facilitate the registration with the Land Registry.  e) The Issuer may at any time during the last three months before



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the Maturity Date provide Cash for Refinancing Security to a Cash for Refinancing Security Account against release of the Joint Security Interest as Security Interest for the Bond Issue (and the Bond Trustee (and, if applicable, each Bondholder) shall resign as a party to the Intercreditor Agreement upon such release of the Joint Security Interest).

### Definitions regarding "Security":

<i>Additional Loan:</i>	Means any bond issue or bank loan of the Issuer (other than the Bond Issue) being secured by the Joint Security Interest.
<i>Additional Loan Obligations:</i>	All obligations under the finance documents for any Additional Loan.
<i>Cash for Refinancing Security:</i>	Means a first priority cash security granted to the Bond Trustee in the event of a Refinancing, corresponding to the principal amount outstanding plus interest accruing up to the Maturity Date, serving as the sole and exclusive security for Bond Obligations.
<i>Cash for Refinancing Security Account:</i>	A separate bank account established in an investment grade rated bank with a substantial Nordic business presence, with a minimum rating of A (S&P) and/or A2 (Moody's) and balance sheet of above NOK 300 billion or the equivalent in other currencies, acceptable to the Bond Trustee, which is pledged and blocked in favor of the Bond Trustee, where the cash corresponding to the Cash for Refinancing Security shall be deposited and be applied for timely payment on the relevant maturity date.
<i>Finance Documents:</i>	Means the Bond Terms, the Security Documents, any security document creating the Cash for Refinancing Security, the Intercreditor Agreement, the Bond Trustee Agreement and any other document designated by the Issuer and the Bond Trustee as a Finance Document.
<i>Incurrence Test:</i>	A test which is met if the aggregate principal amount of Secured Debt does not exceed the lower of: (i) the Maximum Senior Secured Amount; and (ii) 65 per cent of the Market Value, tested pro forma immediately after the incurrence of the relevant Secured Debt and to be based on a Market Value dated no earlier than 90 business days prior to the Incurrence Test.
<i>Intercreditor Agreement:</i>	Means the intercreditor agreement dated 19 June 2019 between inter alia the Issuer as company and the Bond Trustee as bond trustee for the Bond Issue and security agent on behalf of the Secured Creditors, setting out the rights and obligations of the parties concerning the Joint Security Interest and related matters.
<i>Joint Security Interest:</i>	The joint security securing the Secured Debt, including: (i) the Escrow Account Pledge; (ii) the Mortgage; and

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	(iii) a first priority assignment over the insurances (fullverdifikorsikring) related to the Property.
<i>Joint Security Documents:</i>	The security documents creating the Joint Security Interest.
<i>Market Value:</i>	Means the market value of the Property as evidenced by a report prepared by an independent and reputable real estate broker or valuer familiar with the Norwegian commercial real estate market appointed by the Issuer and acceptable to the Bond Trustee.
<i>Maximum Senior Secured Amount:</i>	NOK 4,000,000,000, being the maximum aggregate principal amount of Secured Debt permitted to be secured by the Joint Security Interest.
<i>Mortgage:</i>	The mortgage over the Property in favour of the Bond Trustee as security agent (on behalf of the Secured Creditors), securing the Secured Debt with a maximum secured amount initially set to NOK 3,000,000,000 and which never shall exceed the Maximum Senior Secured Amount, with the best available priority ranking only behind the Permitted Existing Security, and which is further subject to adjustment pursuant to the Intercreditor Agreement and Clause 3.3 (Security) in the Bond Terms.
<i>Permitted Existing Security:</i>	Liens and rights related to (i) tenants' lease agreements (leiekontrakter) and (ii) co-ownerships (boligsameier) of the Property).
<i>Property:</i>	Kaibyg 1: Land no. (gårdsnummer) 209, title no. (bruksnummer) 444, sections no. (seksjonsnummer) 41-149 and Land no. (gårdsnummer) 509, title no. (bruksnummer) 1, sections no. (seksjonsnummer) 46 ,47, 51 60-63, 68-72 in Oslo.
<i>Property Company:</i>	Kaibygning 1 AS (company no. 920 642 993) being the owner of the Property and Gamle Kaibygning 1 AS (company no. 991 342 486) being the title holder of certain sections in the Property.
<i>Secured Creditors:</i>	Means: (i) the Security Agent; and (ii) each Senior Creditor.
<i>Secured Debt:</i>	Means all liabilities owed to the Secured Creditors under the Finance Documents and the finance documents for each Additional Loan.
<i>Security Agent:</i>	Nordic Trustee AS, as security agent holding the Joint Security Interest on behalf of the Senior Creditors.
<i>Security Interest:</i>	The Joint Security Interest or the Cash for Refinancing Security (as applicable).
<i>Senior Creditors:</i>	Means: (i) the Bond Trustee and the Bondholders; and (ii) each trustee and bondholder and/or agent and/or lender under any Additional Loan.

**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:	As set out in the Base Prospectus clause 11.2.3. and defined in section 11.3.

*Refinancing Put Option*

In the event the Issuer has provided Cash for Refinancing Security in accordance with the Bond Terms Clause 3.3, each Bondholder shall have a right of pre-payment ("**Refinancing Put Option**") of its Bonds at 100 per cent of their Nominal Amount plus interest accruing up to the Maturity Date.

Exercise of the Refinancing Put Option shall be notified by the Bondholder to its securities register agent (to be forwarded to the Paying Agent), and the settlement date for the Refinancing Put Option will be 5 Business Days after the date of such notification. On the settlement date, the Bond Trustee shall release the applicable amount from the Cash for Refinancing Security Account for pre-payment of the Bonds being subject to exercise of the Refinancing Put Option.

In the event a Bondholder has not exercised its Refinancing Put Option within 10 Business Days of the Maturity Date, it will receive an amount equal to 100 per cent of the Nominal Amount of its Bonds plus accrued interest on the Maturity Date by release of the remaining balance from the Cash for Refinancing Security Account.

*Change of Control*

If at any time from the Issue Date to the date falling 75 calendar days prior to the Maturity Date a Change of Control Event occurs, each Bondholder shall have a right of pre-payment ("**Change of Control Put Option**") of Bonds at 101 per cent of the Nominal Amount plus accrued interest. The Change of Control Put Option must be exercised by the Bondholders by filing a notice to its securities register agent (to be forwarded to the Paying Agent) within 30 Business Days of the notice from the Issuer stating that a Change of Control Event has occurred (the "**Put Period**").

The settlement date for the Change of Control Put Option will be 20 Business Days after the end of the Put Period.

*Clean-up call*

The Issuer shall have the right to redeem the Bonds at 101% of the Nominal Amount plus accrued interest if (i) the principal amount of Bonds outstanding is less than 10% of the total amount issued under the Bond Terms or (ii) the principal amount of Secured Debt is less than NOK 200,000,000. See also Clause 5.4.1 and 5.4.3 in the Bond Terms.

Call Price = 101 % of Nominal Amount

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Total Loss Repayment

Upon the occurrence of a Total Loss Event, the Issuer shall notify the Bond Trustee whether it elects to:

- a) continue the Bonds and use the insurance proceeds to rebuild the Total Loss Property; or
- b) redeem the Bonds.

In the event alternative (b) is elected, the insurance proceeds shall be applied for reconstruction of the Total Loss Property subject to a plan satisfactory to the Bond Trustee (acting reasonably), in which event no mandatory prepayment shall apply. The insurance proceeds shall be deposited on a Norwegian bank account, pledged and blocked in favour of the Bond Trustee, and be released when required to be used for such rebuilding as set out above.

In the event alternative (b) is elected, a mandatory prepayment shall be made no later than 180 days after the date on which the Total Loss Event occurred, at 100% of the Nominal Amount (plus accrued but unpaid interest) by application of an amount which is the higher of (i) the insurance proceeds actually received following a Total Loss, and (ii) the ratable part of the Outstanding Bonds which is corresponding to the Total Loss Property's ratable part of the Market Value, provided that the prepayment shall not in any event exceed 100% of the Nominal Amount of all outstanding Bonds plus accrued interest.

*Total Loss Event:*

A total loss of a building on the Property, in each case determined as a "total loss" by reference to the underlying insurance agreement(s) and/or insurance policies.

*Total Loss Property:*

A building or Property being subject to a Total Loss Event.

**Listing:**

Listing/Exchange:	The Bonds under ISIN NO0010856818 are already listed on Oslo Børs under the ticker NPRO14. The Temporary ISIN will be converted into ISIN NO0010856818 upon the approval of the Prospectus. 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.
Any restrictions on the free transferability of the Bonds:	The Bonds are freely transferable and may be pledged, subject to the following: <ul style="list-style-type: none"><li>(i) bondholders may be subject to purchase or transfer restrictions with regard to the Bonds, as applicable from time to time under local laws to which a bondholder may be subject (due e.g. to its nationality, its residency, its registered address, its place(s) for</li></ul>

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- doing business). Each bondholder must ensure compliance with local laws and regulations applicable at own cost and expense.
- (ii) notwithstanding the above, a bondholder which has purchased the Bonds in contradiction to mandatory restrictions applicable may nevertheless utilize its voting rights under the Bond Terms.

As set out in the Base Prospectus clause 11.1. and defined under «Listing» in section 11.3.

### Other information:

Approvals:	The Initial Bond Issue were issued in accordance with the Issuer's Board approval 18.06.2019 and the 2 <sup>nd</sup> Tranche in accordance with the Issuer's Board approval 23.08.2021. 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: <a href="http://www.norwegianproperty.no">www.norwegianproperty.no</a>
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):	<u><i>Managers Initial Bond Issue:</i></u> Danske Bank, Norwegian branch, Bryggetorget 4, 0107 Oslo, Norway; DNB Markets, Dronning Eufemias gate 30, NO-0191, Oslo, Norway; and Skandinaviska Enskilda Banken AB (publ), Filipstad Brygge 1, 0252 Oslo, Norway.  <u><i>Manager 2<sup>nd</sup> Tranche:</i></u> DNB Markets, Dronning Eufemias gate 30, NO-0191, Oslo, Norway.
Paying Agent:	Skandinaviska Enskilda Banken AB (publ) (SEB), Filipstad Brygge 1, 0252 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 – 2 <sup>nd</sup> Tranche:	As set out in the Base Prospectus clause 11.2.10. Total expenses related to the issue for Temporary ISIN NO0011084667 is approximately: Managers and advisors: NOK 120,000

### 3. ADDITIONAL INFORMATION

#### **Rating**

Neither the Issuer nor the Bonds are rated.

#### **Manager for the issuance**

Norwegian Property ASA has mandated DNB Markets as Manager for the 2<sup>nd</sup> Tranche of the Bonds. The Manager has acted as advisor to Norwegian Property 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 Manager 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.

#### **The property valuer**

On behalf of the Norwegian Property ASA, Cushman Wakefield Realkapital, conducted an independent valuation of the Property, see the attached valuation.

Advisors: Cushman Wakefield Realkapital (Legal name: Realkapital Eiendom AS)

Registered address: Kronprinsesse Märthas plass 1, 0160 Oslo, Norway

arne.eriksen@cwrealkapital.com

#### *Background (advisor's qualifications):*

Arne Eriksen is partner and head of the Valuation department of CWR. He is REV and RICS certified and has worked with valuation of properties since 2014. Previously, he worked with corporate finance for DNB Markets, Clarkson Platou Markets and Eika Securities.

Education: BBA (no.: siviløkonom) from Heriot-Watt Business School, BBA/siviløkonom and an MBA from Middlebury Institute of International Studies at Monterey, California, USA

Cushman & Wakefield Realkapital (CWR) is an independent, partner-owned Norwegian company affiliated to the global firm Cushman & Wakefield – a leading global real estate advisory company.

CWR is one of the leading commercial real estate advisory firms in Norway, providing a full range of property related services. The valuation team in CWR has a high market share in the Norwegian market with more than 2 000 valuations conducted each year with a total gross market value of approx 1 000 bn NOK. We have on our client list a large number of the real estate players in the Norwegian market and conduct on a regular basis valuation for several of the exchange listed real estate companies, with strong names such as KMC Properties, Olav Thon Eiendomsselskap ASA and Aurora Eiendom AS. CWR has both RICS and REV certification.

#### *Interests of the Issuer:*

CWR contributes with quarterly valuations of the Group's properties initiated by the Issuer. CWR does not provide any other services to NPRO.

The information has been accurately reproduced and that as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

We hereby confirm that Norwegian Property ASA can use the valuation in connection with bond financing of properties. The valuation is prepared in connection with the presentation of accounts and is not valid without the associated valuation note.

Realkapital Eiendom AS.

## **4. APPENDIX**

- Bond Terms
- Tap Issue Addendum 2<sup>nd</sup> Tranche
- Estimation of value of the Property

## Bond Terms

Issuer:	Norwegian Property ASA
Company No / LEI-code:	988 622 036 / 5967007LIEEXZXGQFS44
With Bond Trustee:	Nordic Trustee AS
Company no / LEI-code:	963 342 624 / 549300XAKTM2BMKIPT85
On behalf of the Bondholders in:	3.05% Norwegian Property ASA Secured Bond Issue 2019/2026
With ISIN:	NO 001 0856818
Dated:	19 June 2019

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:	1,850,000,000	
Initial Bond Issue:	150,000,000	
Initial Nominal Amount:	1,000,000	
Currency:	NOK (Norwegian Kroner)	
Issue Date:	20 June 2019	
Maturity Date:	19 June 2026	
Redemption Price:	100 % of Nominal Amount	
Call:	Clean-up call only, see Clause 4.3	101 % of Nominal Amount
Put:	Upon a Change of Control Event (see Clause 4.2) and if Cash for Refinancing Security is provided (see Clause 4.1)	
Interest Rate:	3.05% p.a.	
Interest Payment Date:	19 June each year. First Interest Payment Date being 19 June 2020.	
Day Count Convention:	30/360	
Business Day Convention:	No Adjustment	
Listing/Exchange:	Yes; Oslo Børs	
Special Terms and Conditions:	See Clause 4.	



## 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 Bonds issued under a Tap Issue.
Additional Loan:	Means any bond issue or bank loan of the Issuer (other than the Bond Issue) being secured by the Joint Security Interest.
Additional Loan Obligations:	All obligations under the finance documents for any Additional Loan.
Bank Loan:	The Additional Loan of NOK 550,000,000 to be issued by Skandinaviska Enskilda Bank AB (publ) simultaneously with the Initial Bond Issue and other Initial Additional Loans.
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 7.3 ( <i>Bondholders' rights</i> ).
Bondholders' Meeting:	Meeting of Bondholders as set forth in Clause 8 ( <i>Bondholders' decisions</i> ) of these Bond Terms.
Bond Obligations:	All obligations under the Finance Documents.
Bonds:	The debt instruments issued by the Issuer pursuant to these Bond Terms, including any Additional Bonds.
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 (the "Call Date") and corresponding price(s) (the "Call Price"), ref. Clause 5.4 ( <i>Payments in respect of the Bonds</i> ).
Cash for Refinancing Security:	Means a first priority cash security granted to the Bond Trustee in the event of a Refinancing, corresponding to the principal amount outstanding plus interest accruing up to the Maturity Date, serving as the sole and exclusive security for Bond Obligations.
Cash for Refinancing Security Account:	A separate bank account established in an investment grade rated bank with a substantial Nordic business presence, with a minimum rating of

	A (S&P) and/or A2 (Moody's) and balance sheet of above NOK 300 billion or the equivalent in other currencies, acceptable to the Bond Trustee, which is pledged and blocked in favor of the Bond Trustee, where the cash corresponding to the Cash for Refinancing Security shall be deposited and be applied for timely payment on the relevant maturity date.
Change of Control Event:	<p>If any person or group (as such term is defined in the Norwegian Limited Liability Companies Act §1-3), other than:</p> <ul style="list-style-type: none"> <li>a) Geveran Trading Co Ltd, or any other entity directly or indirectly controlled by trusts established by Mr. John Fredriksen or his immediate family for the benefit of his immediate family, or</li> <li>b) any entity where an entity as mentioned in item (i) holds 50% or more of the outstanding shares and/or voting rights,</li> </ul> <p>becomes the owner, directly or indirectly, of more than 50% of the outstanding shares and/or voting rights of the Issuer.</p>
CSD:	The central securities depository in which the Bonds are registered, being Verdipapirsentralen ASA (VPS).
Day Count Convention:	<p>The convention for calculation of payment of interest shall be:</p> <ul style="list-style-type: none"> <li>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: <ul style="list-style-type: none"> <li>i) the last day in the relevant Interest Period is the 31<sup>st</sup> calendar day but the first day of that Interest Period is a day other than the 30<sup>th</sup> or the 31<sup>st</sup> day of a month, in which case the month that includes that last day shall not be shortened to a 30-day month; or</li> <li>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.</li> </ul> </li> <li>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).</li> </ul>
Default Notice:	A written notice to the Issuer as described in Clause 6.2 ( <i>Acceleration of the Bonds</i> ).
Escrow Account:	means an account in the name of the Issuer, pledged and blocked on first priority as security for the Issuer's obligations under the Secured Debt.
Escrow Account Pledge:	means the pledge over the Escrow Account, where the bank operating the account has waived any set-off rights.
Event of Default:	Means any of the events or circumstances specified in Clause 6.1 ( <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, the Joint Security Documents, any security document creating the Cash for Refinancing Security, the Intercreditor Agreement, the Bond Trustee Agreement and any other document designated by the Issuer and the Bond Trustee as a Finance Document.
Financial Undertaking:	Entity with authorization according to the Norwegian Financial Undertaking Act (2015/17).
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 its subsidiaries.
Initial Additional Loans	The Bank Loan, the bond issue with ISIN NO 0010856719 and the bond issue with ISIN NO 0010856826.
Incurrence Test:	<p>A test which is met if the aggregate principal amount of Secured Debt does not exceed the lower of:</p> <ul style="list-style-type: none"> <li>(i) the Maximum Senior Secured Amount; and</li> <li>(ii) 65 per cent of the Market Value,</li> </ul> <p>tested pro forma immediately after the incurrence of the relevant Secured Debt and to be based on a Market Value dated no earlier than 90 business days prior to the Incurrence Test.</p>
Intercreditor Agreement:	Means the intercreditor agreement dated 19 June 2019 between inter alia the Issuer as company and the Bond Trustee as bond trustee for the Bond Issue and security agent on behalf of the Secured Creditors, setting out the rights and obligations of the parties concerning the Joint Security Interest and related matters.
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:	<p>Rate of interest applicable to the Bonds;</p> <ul style="list-style-type: none"> <li>a) If Fixed Rate, the Bonds shall bear interest at the percentage (%) set out in Clause 1 (<i>Main terms of the Bonds</i>).</li> <li>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.</li> </ul>
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.
Joint Payment Instruction:	Means, a written confirmation from the Bond Trustee, Skandinaviska Enskilda Banken AB (publ) (on behalf of the Bank Loan) and the relevant bond trustee on behalf of the other Initial Additional Loans that all conditions for disbursement of the Initial Additional Loans and the Initial Bond Issue are fulfilled. Such confirmation to also include an instruction to the relevant person at the Skandinaviska Enskilda Banken AB (publ) to at the same time distribute the Initial Additional Loans and the Initial Bond Issue as set out in the payment instruction to be issued by the Issuer.
Joint Security Interest:	The joint security securing the Secured Debt, including: <ul style="list-style-type: none"> <li>(i) the Escrow Account Pledge;</li> <li>(ii) the Mortgage; and</li> <li>(iii) a first priority assignment over the insurances (<i>fullverdiforsikring</i>) related to the Property</li> </ul>
Joint Security Documents:	The security documents creating the Joint Security Interest.
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.
Market Value:	Means the market value of the Property as evidenced by a report prepared by an independent and reputable real estate broker or valuer familiar with the Norwegian commercial real estate market appointed by the Issuer and acceptable to the Bond Trustee.
Maturity Date:	Means the date set out in Clause 1 ( <i>Main terms of the Bonds</i> ), or any other day where the Outstanding Bonds are paid in full, adjusted according to the Business Day Convention.
Maximum Senior Secured Amount:	NOK 4,000,000,000, being the maximum aggregate principal amount of Secured Debt permitted to be secured by the Joint Security Interest.
Mortgage:	The mortgage over the Property in favour of the Bond Trustee as security agent (on behalf of the Secured Creditors), securing the Secured Debt with a maximum secured amount initially set to NOK 3,000,000,000 and which never shall exceed the Maximum Senior Secured Amount, with the best available priority ranking only behind the Permitted Existing Security, and which is further subject to adjustment pursuant to the Intercreditor Agreement and Clause 3.3 ( <i>Security</i> ) in the Bond Terms.
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

	<p>a) the interest rate fixed for a period comparable to the relevant Interest Period on Oslo Børs' webpage at approximately 12:15 (Oslo time) on the Interest Quotation Date or, on days on which Oslo Børs has shorter opening hours (New Year's Eve and the Wednesday before Maundy Thursday), the interest rate at approximately 10.15 a.m. (Oslo time) on the Interest Quotation Date shall be used; or</p> <p>b) if paragraph a) above is not available for the relevant Interest Period;</p> <ul style="list-style-type: none"> <li>(i) the linear interpolation between the two closest relevant interest periods, and with the same number of decimals, quoted under paragraph a) above; or</li> <li>(ii) a rate for deposits in the relevant currency for the relevant Interest Period as supplied by 1-2 banks with operations in Oslo with considerable loan portfolio in NOK; or</li> </ul> <p>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:</p> <ul style="list-style-type: none"> <li>(i) any relevant replacement reference rate generally accepted in the market; or</li> <li>(ii) such interest rate that best reflects the interest rate for deposits in NOK offered for the relevant Interest Period.</li> </ul>
Nominal Amount:	Means the Initial Nominal Amount less the aggregate amount by which each Bond has been partially redeemed pursuant to Clause 5.4 ( <i>Payments in respect of the Bonds</i> ).
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.
Permitted Existing Security:	Liens and rights related to (i) tenants' lease agreements ( <i>leiekontrakter</i> ) and (ii) co-ownerships ( <i>boligsameier</i> ) of the Property.
Property:	Kaibyg 1: Land no. (gårdsnummer) 209, title no. (bruksnummer) 444, sections no. (seksjonsnummer) 41-149 and Land no. (gårdsnummer) 509, title no. (bruksnummer) 1, sections no. (seksjonsnummer) 46, 47, 51 60-63, 68-72 in Oslo.
Property Company:	Kaibygning 1 AS (company no. 920 642 993) being the owner of the Property and Gamle Kaibygning 1 AS (company no. 991 342 486) being the title holder of certain sections in the Property.
Refinancing:	Means the refinancing of the principal amount outstanding that is to be repaid.
Relevant Record Date:	<p>Means the date on which a Bondholder's ownership of Bonds shall be recorded in the CSD as follows:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b) for the purpose of casting a vote with regard to Clause 8 (<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.</li> </ul>

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.
Secured Creditors:	Means:  (i) the Security Agent; and (ii) each Senior Creditor.
Secured Debt:	Means all liabilities owed to the Secured Creditors under the Finance Documents and the finance documents for each Additional Loan.
Security Agent:	Nordic Trustee AS, as security agent holding the Joint Security Interest on behalf of the Senior Creditors.
Security Interest:	The Joint Security Interest or the Cash for Refinancing Security (as applicable).
Senior Creditors:	Means:  (i) the Bond Trustee and the Bondholders; and (ii) each trustee and bondholder and/or agent and/or lender under any Additional Loan.
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 5.1.2 ( <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 5.1.2 ( <i>Tap Issues</i> ).
Total Loss Event:	A total loss of a building on the Property, in each case determined as a "total loss" by reference to the underlying insurance agreement(s) and/or insurance policies.
Total Loss Property:	A building or Property being subject to a Total Loss Event.
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 8.5 ( <i>Written Resolutions</i> ).



### **3. PURPOSE, STATUS AND SECURITY**

#### **3.1 Use of proceeds**

The Issuer will use the net proceeds from the issuance of the Bonds to refinancing certain existing debt in Danske Bank, Norwegian branch and DNB Bank ASA and for its general corporate purposes.

#### **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 Bonds shall rank *pari passu* between themselves and will rank at least *pari passu* with all other obligations of the Issuer, save for obligations which are mandatorily preferred by law.

#### **3.3 Security**

- (a) The Bond Obligations shall be secured by the Joint Security or the Cash for Refinancing Security (as applicable).
- (b) The Joint Security shall secure (i) the Bond Obligations and (ii) the Additional Loan Obligations, on a joint and pro rata basis among the Secured Creditors, as further provided for in the Intercreditor Agreement.
- (c) The Issuer shall, prior to any Additional Loan being established, ensure that the relevant Secured Creditors accede to the Intercreditor Agreement.
- (d) The Property Company may increase or reduce the nominal value of the Mortgage over the Property, provided that the registered nominal value of the Mortgage in no event shall be lower than the outstanding principal amount of Secured Debt. The Property Company shall be permitted to submit relevant documents to the Land Registry (*Kartverket*) and the Security Agent shall timely do all such acts and things required to facilitate the registration with the Land Registry.
- (e) The Issuer may at any time during the last three months before the Maturity Date provide Cash for Refinancing Security to a Cash for Refinancing Security Account against release of the Joint Security Interest as Security Interest for the Bond Issue (and the Bond Trustee (and, if applicable, each Bondholder) shall resign as a party to the Intercreditor Agreement upon such release of the Joint Security Interest).

### **4. SPECIAL TERMS AND CONDITIONS**

#### **4.1 Refinancing Put Option**

In the event the Issuer has provided Cash for Refinancing Security in accordance with Clause 3.3, each Bondholder shall have a right of pre-payment ("**Refinancing Put Option**") of its Bonds at 100 per cent of their Nominal Amount plus interest accruing up to the Maturity Date.

Exercise of the Refinancing Put Option shall be notified by the Bondholder to its securities register agent (to be forwarded to the Paying Agent), and the settlement date for the Refinancing Put Option will be 5 Business Days after the date of such notification. On the settlement date, the Bond Trustee shall release the applicable amount from the Cash for Refinancing Security Account for pre-payment of the Bonds being subject to exercise of the Refinancing Put Option.

In the event a Bondholder has not exercised its Refinancing Put Option within 10 Business Days of the Maturity Date, it will receive an amount equal to 100 per cent of the Nominal Amount of its Bonds plus accrued interest on the Maturity Date by release of the remaining balance from the Cash for Refinancing Security Account.

#### **4.2 Change of Control**

If at any time from the Issue Date to the date falling 75 calendar days prior to the Maturity Date a Change of Control Event occurs, each Bondholder shall have a right of pre-payment ("**Change of Control Put Option**") of Bonds at 101 per cent of the Nominal Amount plus accrued interest. The Change of Control Put Option must be exercised by the Bondholders by filing a notice to its securities register agent (to be forwarded to the Paying Agent) within 30 Business Days of the notice from the Issuer stating that a Change of Control Event has occurred (the "**Put Period**").

The settlement date for the Change of Control Put Option will be 20 Business Days after the end of the Put Period.

#### **4.3 Clean-up call**

The Issuer shall have the right to redeem the Bonds at 101% of the Nominal Amount plus accrued interest if (i) the principal amount of Bonds outstanding is less than 10% of the total amount issued under these Bond Terms, or (ii) the principal amount of Secured Debt is less than NOK 200,000,000. See also Clause 5.4.1 and 5.4.3.

#### **4.4 Total Loss Repayment**

Upon the occurrence of a Total Loss Event, the Issuer shall notify the Bond Trustee whether it elects to:

- (a) continue the Bonds and use the insurance proceeds to rebuild the Total Loss Property; or
- (b) redeem the Bonds.

In the event alternative (a) is elected, the insurance proceeds shall be applied for reconstruction of the Total Loss Property subject to a plan satisfactory to the Bond Trustee (acting reasonably), in which event no mandatory prepayment shall apply. The insurance proceeds shall be deposited on a Norwegian bank account, pledged and blocked in favour of the Bond Trustee, and be released when required to be used for such rebuilding as set out above.

In the event alternative (b) is elected, a mandatory prepayment shall be made no later than 180 days after the date on which the Total Loss Event occurred, at 100% of the Nominal Amount (plus accrued but unpaid interest) by application of an amount which is the higher of (i) the insurance proceeds actually received following a Total Loss, and (ii) the ratable part of the Outstanding Bonds which is corresponding to the Total Loss Property's ratable part of the Market Value, provided that the prepayment shall not in any event exceed 100% of the Nominal Amount of all outstanding Bonds plus accrued interest.

#### **4.5 General covenants**

The Issuer undertakes to:



- (a) ensure that the Property Company remains to be a wholly owned subsidiary (directly or indirectly) of the Issuer;
- (b) not, and shall ensure that the Property Company does not (as applicable), create or permit to exist any encumbrance over (1) any of the shares in the Property Company, (2) any intercompany receivables between the Issuer and the Property Company, or (3) the Property other than:
  - (i) the Security Interest;
  - (ii) Permitted Existing Security;
  - (iii) any rights and encumbrances registered over the Property registered in favour of third parties that are not security for monetary claims or obligations (*ikke-pengemessige heftelser*), including lease agreements and certain other encumbrances;
  - (iv) any netting or set-off arrangement entered into in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group;
  - (v) liens by operation of law (*legalpant*); and
  - (vi) encumbrances over the Property ranking behind the Joint Security Interest,

provided that any encumbrance in accordance with sub-paragraphs (i) to (vi) above shall not be permitted if prohibited pursuant to the Intercreditor Agreement.

- (c) remain, directly or indirectly, the sole owner of the Property and hold, directly or indirectly, the title of the Property;
- (d) procure that the Property Company (save for Gamle Kaibygning AS) does not engage in any business activity which is not related to the administration and development of the Property;
- (e) procure that the Property Company does not enter into any amalgamation, demerger, merger or corporate reconstruction, other than with the Issuer or other companies owned 100%, directly or indirectly, by the Issuer, and with the Issuer, or that other company (including any demerged company or resulting company in a demerger), as the surviving entity;
- (f) procure that the Property Company does not amend or agree to amend, without the prior written approval of the Bond Trustee, any management contract or lease contract in respect of the Property in a manner which has (i) a material adverse effect on the Issuer's ability to perform its payment obligations under the Bond Terms or (ii) not significantly deteriorate the value of the Property;

- (g) procure that the Property and all inventory is kept in a state of good and safe condition and state of repair consistent with good industry standard, and, if necessary, replaced with items of similar quality and value;
- (h) arrange for the Bond Trustee, and/or any person appointed by the Bond Trustee, to inspect the Property after the occurrence of an Event of Default (which is continuing) at reasonable expense of the Issuer, and shall give to the Bond Trustee and/or any person appointed by the Bond Trustee, reasonable access to staff, inventory and documentation for on-going operation;
- (i) ensure that the Property is insured for its full value (fullverdiforsikret) against all such risks as are customary for companies engaged in real estate to take out, with reputable insurance companies;
- (j) ensure that no member of the Group shall grant any loan to any third party other than to a member of the Group or in the ordinary course of business;
- (k) not incur any additional Secured Debt unless the Incurrence Test has been complied with; and
- (l) not (either in one action or as several actions, voluntarily or involuntarily):
  - (i) sell or otherwise dispose of all or parts of its assets or business;
  - (ii) change the nature of its business, or
  - (iii) merge, demerge or in any other way restructure its business,
 if, such action will materially and adversely affect the Issuer's ability to fulfil its obligations under these Bond Terms.

#### **4.6 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 should understand could lead to an Event of Default,
- (b) inform the Bond Trustee of any other event which may have a material effect on the Issuer's ability to fulfil its obligations pursuant to these Bond Terms,
- (c) 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,
- (d) upon request, provide the Bond Trustee with its annual and interim reports and any other information reasonably required by the Bond Trustee,
- (e) upon request report to the Bond Trustee the balance of Issuer's Bonds,
- (f) provide a copy to the Bond Trustee of any notice to its creditors to be made according to applicable laws and regulations,

- (g) 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,
- (h) inform the Bond Trustee of changes in the registration of the Bonds in the CSD, and
- (i) 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.

## **5. GENERAL TERMS OF THE BONDS**

### **5.1 Conditions precedent**

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

- (a) Payment of the net proceeds from the issuance of the Bonds to the Escrow Account shall be conditional on the Bond Trustee having received in due time (as determined by the Bond Trustee) prior to the Issue Date each of the following documents, in form and substance satisfactory to the Bond Trustee:
  - (i) these Bond Terms duly signed,
  - (ii) the Intercreditor Agreement duly signed,
  - (iii) the Escrow Account Pledge,
  - (iv) the corporate resolution of the Issuer and the Property Company required to issue the Bonds and enter into the Finance Documents to which it is a party,
  - (v) confirmation that the relevant individuals are authorised to sign on behalf of the Issuer and the Property Company the Finance Documents to which it is a party and other relevant documents in relation hereto, (Company Certificate, Power of Authority etc.),
  - (vi) the Issuer's and the Property Company's Articles of Association,
  - (vii) evidence that the Issuer, taking into account all Additional Loans issued or to be issued on or about the date hereof, is in compliance with the Incurrence Test,
  - (viii) confirmation that the requirements set forth in Chapter 7 of the Norwegian Securities Trading Act (prospectus requirements) are fulfilled,
  - (ix) to the extent necessary, any public authorisations required for the issue of the Bonds,
  - (x) confirmation that the Bonds have been registered in the CSD,
  - (xi) the Bond Trustee Agreement duly signed,
  - (xii) confirmation according to Clause 5.1.3(e) (*Confirmation*) if applicable,
  - (xiii) any other relevant documentation presented in relation to the issue of the Bonds, and

- (xiv) any statements (including legal opinions) required by the Bond Trustee regarding documentation in this Clause 5.1 (*Conditions precedent*).

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.

- (b) The net proceeds from the Bond Issue (on the Escrow Account) will not be disbursed to the Issuer unless the Bond Trustee has received or is satisfied that it will receive in due time (as determined by the Bond Trustee) prior to such disbursement to the Issuer each of the following documents, in form and substance satisfactory to the Bond Trustee:
  - (i) a payment instruction and/or release notice from the Issuer, in the form agreed between the Issuer and the Bond Trustee,
  - (ii) evidence acceptable to the Bond Trustee, showing that the total amount on the Escrow Account is sufficient to repay the existing bank term loan facilities of the Issuer from DNB Bank ASA and Danske Bank, Norwegian Branch in whole and for the DNB Bank ASA to release the existing security interest over the Property,
  - (iii) unless delivered under this Clause 5.1.1 (a) (*Conditions precedent for disbursement to the Issuer*) paragraph (a) as pre-settlement conditions precedent:
    - (A) certified copies of all necessary corporate resolutions of the Property Company required to enter into the Finance Documents to which it is a party,
    - (B) a certified copy of a power of attorney (unless included in the relevant corporate resolutions) from the Property Company to relevant individuals for their execution of the Finance Documents to which it is a party, or extracts from the relevant register or similar documentation evidencing such individuals' authorisation to execute such Finance Documents on behalf of the Property Company,
    - (C) certified copies of the Property Company's articles of association and of a full extract from the relevant company register in respect of the Property Company evidencing that the Property Company is validly existing
  - (iv) a written confirmation from DNB Bank ASA that the existing security interest over the Property will promptly be released and discharged upon redemption of the existing debt secured by the Property,
  - (v) the Joint Security Documents duly executed by all parties thereto and evidence that the Joint Security Interest has been established and perfected,
  - (vi) the Joint Payment Instruction duly executed by all parties thereto and forward to the relevant person at the Skandinaviska Enskilda Banken AB (publ), and
  - (vii) legal opinions or other statements as may be required by the Bond Trustee (including in respect of corporate matters relating to the Property Company and

the legality, validity and enforceability of the Finance Documents (unless delivered under this Clause 5.1.1 (a) (*Conditions precedent for disbursement to the Issuer*) paragraph (a) as pre-settlement conditions precedent).

- (c) The Bond Trustee may, in its reasonable opinion, waive the deadline or requirements for the documentation as set forth in this Clause 5.1 (*Conditions precedent*) or decide that delivery of certain documents shall be made subject to an agreed closing procedure between the Bond Trustee and the Issuer.

#### 5.1.2 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 equals in aggregate the Maximum Issue Amount less the Initial Bond Issue, provided that:
  - (i) the Issuer is in compliance with the Incurrence Test and the requirements of the Mortgage set out in Clause 3.3 (d),
  - (ii) the Tap Issue is made no later than five (5) Business Days prior to the Maturity Date, and that
  - (iii) all conditions set forth in Clause 5.1 (*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.
- (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 5.4.2 (*Interest Rate calculation and fixing*).

#### 5.1.3 Representations and warranties

- (a) General

The Issuer makes the representations and warranties set out in this Clause 5.1.3 (*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 5.1.3 (*Representations and warranties*) at the times set out above.

## **5.2 Registration of Bonds**

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

## **5.3 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.

## **5.4 Payments in respect of the Bonds**

### **5.4.1 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 multiplied by the Redemption Price, unless otherwise stated in the Bond Terms, 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 due date.
- (e) The Issuer may not apply any counterclaims in set-off against its Interest Payment Date obligations pursuant to the Finance Documents.
- (f) If exercising a Call or Put, the Issuer shall at the relevant date indicated under Call or Put pay to the Bondholders the Nominal Amount of the Bonds to be redeemed multiplied by the relevant price on the redeemed Bonds.
- (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, regardless of whether an Event of Default has been declared or not, interest shall accrue at the higher of:
  - (i) the seven-day NIBOR plus 3.0 percentage points (to be fixed two Business Days before due date and thereafter weekly), or
  - (ii) the applicable Margin at the due date plus 3.0 percentage points..
- (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).

#### 5.4.2 Interest Rate calculation and fixing

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



#### 5.4.3 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 Call Date.
- (b) Partial exercise of Call shall be carried out pro rata between the Bonds (according to the procedures in the CSD).

#### 5.4.4 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 6.2 (*Acceleration of the Bonds*), or
  - (ii) as a result of a resolution according to Clause 7 (*Bondholders' decisions*).

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

### 6.1 Events of Default

Each of the events or circumstances set out in this Clause 6.1 (*Events of Default*) shall constitute an Event of Default:

- (a) Non-payment: The Issuer fails to fulfil any payment obligation pursuant to Clause 5.4.1 (*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 due 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 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 30 000 000 (Norwegian Kroner thirty 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.

## **6.2 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 6.3 (*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.

## **6.3 Bondholders' instructions**

The Bond Trustee shall serve a Default Notice pursuant to Clause 6.2 (*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.

#### **6.4 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 6.3 (*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 6.3 (*Bondholders' instruction*) or voted for the adopted resolution at the Bondholders' Meeting.

### **7. THE BONDHOLDERS**

#### **7.1 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.

#### **7.2 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.

#### **7.3 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 7.3 (*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.

## **8. BONDHOLDERS' DECISIONS**

### **8.1 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.
- (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 9.1 (*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 10.1.2 (*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.

### **8.2 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 5.4.1 (*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.

### **8.3 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 7.3 (*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 8 (*Bondholders' decisions*), a Bondholder that has a Bond registered in the name of a nominee will, in accordance with Clause 7.3 (*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 7.3 (*Bondholders' rights*) stating that it is the owner of the Bonds voted for. If the Bondholder has voted directly for any of its nominee registered Bonds, the Bondholder's votes shall take precedence over votes submitted by the nominee for the same Bonds.
- (d) Any of the Issuer, the Bond Trustee and any Bondholder has the right to demand a vote by ballot. In case of parity of votes, the Chairperson will have the deciding vote.

### **8.4 Repeated Bondholders' Meeting**

- (a) Even if the necessary quorum set out in paragraph (d) of Clause 8.1 (*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 8.1 (*Authority of the Bondholders' Meeting*), Clause 8.2 (*Procedure for arranging a Bondholders' Meeting*) and Clause 8.3 (*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 8.1 (*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 8.5 (*Written Resolutions*), even if the initial meeting was held pursuant to the procedures of a Bondholders' Meeting in accordance with Clause 8.2 (*Procedure for arranging a Bondholders' Meeting*) and vice versa.

## 8.5 Written Resolutions

- (a) Subject to these Bond Terms, anything which may be resolved by the Bondholders in a Bondholders' Meeting pursuant to Clause 8.1 (*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 8.1 (*Authority of the Bondholders' Meeting*), 8.2 (*Procedure for arranging a Bondholder's Meeting*), Clause 8.3 (*Voting Rules*) and Clause 8.4 (*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 8.2 (*Procedure for arranging Bondholders Meetings*); or
  - (ii) provisions which are otherwise in conflict with the requirements of this Clause 8.5 (*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 7.3 (*Bondholders' rights*), will be counted in the Written Resolution.



- (g) A Written Resolution is passed when the requisite majority set out in paragraph (e) or paragraph (f) of Clause 8.1 (*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 (d) to (f) of Clause 8.1 (*Authority of Bondholders' Meeting*).

## **9. THE BOND TRUSTEE**

### **9.1 Power to represent the Bondholders**

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

### **9.2 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 9.4 (*Expenses, liability and indemnity*), the Bond Trustee may refrain from acting in accordance with such instructions, or refrain from taking such action, until it has received such funding or indemnities (or adequate security has been provided therefore) as it may reasonably require.

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

### **9.3 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.

#### **9.4 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 Undertakings, 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](http://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. 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.

#### **9.5 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 8 (*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 9.5 (*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 9.5 (*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.

## **10. OTHER PROVISIONS**

### **10.1 Amendments and waivers**

#### **10.1.1 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 9.5 (*Replacement of the Bond Trustee*).

#### **10.1.2 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 8 (*Bondholders' Decisions*).

#### **10.1.3 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.

#### **10.1.4 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 10.1 (*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 10.1.2(a) (*Procedure for amendments and waivers*), the Bond Trustee may inform the Bondholders of such waiver or amendment at a relevant information platform.

## **10.2 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).

## **10.3 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 Undertaking, 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](http://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.

## **10.4 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](http://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.

## **10.5 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.

## **10.6 Governing law**

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

## **10.7 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.

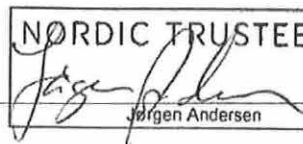
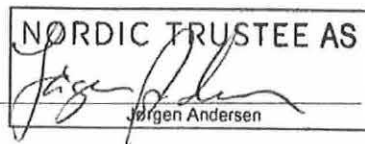
- (b) Paragraph (a) above has been agreed for the benefit of the Bond Trustee and the Bondholders only. The Bond Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bond Trustee may also take concurrent 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: HAAVARD RØNNING  
CFD

The Bond Trustee

By:   
Name:  Jørgen Andersen

## Tap Issue Addendum 2<sup>nd</sup> Tranche

1. Pursuant to the bond terms (the "**Bond Terms**") related to the below Bonds, the Issuer and the Bond Trustee enter into this tap issue addendum (the "**Addendum**") in connection with a Tap Issue under the Bond Terms:

Issuer:	Norwegian Property ASA
Bond Trustee:	Nordic Trustee AS
ISIN:	NO0010856818 (temporary ISIN for the Additional Bonds: NO0011084667)
Maximum Issue Amount:	NOK 1,850,000,000
Amount of Additional Bonds:	NOK 200,000,000
Amount Outstanding Bonds after the increase:	NOK 350,000,000
Date of Addendum:	26 August 2021
Tap Issue Date:	27 August 2021

2. Terms defined in the Bond Terms have, unless expressly defined herein or otherwise required by the context, the same meaning in this Addendum. This Addendum is a Finance Document and after the date hereof all references to the Bond Terms in the other Finance Documents shall be construed as references to the Bond Terms as amended by this Addendum.
3. Pursuant to the Bond Terms the Issuer may issue Additional Bonds until the aggregate Nominal Amount of the Initial Bonds and all Additional Bonds equals the Maximum Issue Amount and the provisions of the Bond Terms will apply to all such Additional Bonds.
4. The Outstanding Bonds are listed on the Exchange (Oslo Børs) and there is a requirement for a new prospectus in order for the Additional Bonds to be listed together with such Bonds. The Additional Bonds are therefore issued under a separate ISIN ("**Temporary Bonds**") which, upon the approval of the prospectus, will be converted into the ISIN for the Outstanding Bonds. The Bond Terms govern such Temporary Bonds. Upon the approval of the prospectus, the Issuer will inform the Bond Trustee, the Exchange and the Paying Agent.
5. The Net Proceeds from the issue of the Additional Bonds issued hereunder shall be used in accordance with clause 3.1 "Use of proceeds" in the Bond Terms.
6. The payment of the proceeds of the Tap Issue to the Issuer shall be conditional on the Bond Trustee having received in due time (as determined by the Bond Trustee) prior to the date of the Tap Issue each of the following documents, in form and substance satisfactory to the Bond Trustee:
  - (i) this Addendum duly executed by all parties hereto;
  - (ii) copies of all necessary corporate resolutions of the Issuer to issue the Additional Bonds and execute the Finance Documents to which it is a party;
  - (iii) a copy of a power of attorney (unless included in the corporate resolutions) from the Issuer to relevant individuals for their execution of this Addendum and the Finance Documents

to which it is a party, or extracts from the relevant register or similar documentation evidencing such individuals' authorisation to execute this Addendum on behalf of the Issuer;

- (iv) confirmation from the Managers of the Tap Issue that the applicable prospectus requirements (ref. the EU prospectus regulation (2017/1129)) concerning the issuance of the Bonds have been fulfilled;
  - (v) copies of any written documentation used in marketing the Bonds or made public by the Issuer or any Manager in connection with the issuance of the Additional Bonds; and
  - (vi) Confirmation that the Issuer is in compliance with the Incurrence Test and the amount registered on the Mortgage equals or is higher than the Initial Amount plus Additional Bonds.
7. The Issuer shall ensure that the Temporary Bonds are listed on Oslo Børs within 3 months after the Tap Issue Date. A failure to list the Temporary Bonds as set out above shall not constitute an Event of Default, but the interest on any principal amount outstanding under Temporary Bonds shall accrue at the Interest Rate plus one (1) percentage point per annum for as long as the listing failure is continuing.
8. The Issuer hereby confirms that the conditions precedent documents delivered pursuant to Clause 5.1.1 (a) (*Conditions precedent for disbursement to the Issuer*) are still valid, including that there have been made no changes to its articles of association or to any of the information registered and displayed in the full extract from the relevant company register of the Issuer (Nw: "Firmaattest") after the Issue Date.
9. The Issuer undertakes that the representations and warranties contained in Clause 5.1.3 (*Representations and Warranties*) of the Bond Terms are true and correct in all material respects as at the date hereof and at the Tap Issue Date.
10. The Issuer represents and warrants that no circumstances have occurred including any litigation pending or threatening which would have an adverse material effect on the Issuer's financial situation or ability to fulfill its obligations under the Bond Terms or which would otherwise constitute an Event of Default under the Bond Terms.
11. This Addendum shall be governed by and construed in accordance with Norwegian law and the provisions of Clause 10.6 and 10.7 (Governing law and jurisdiction) of the Bond Terms shall apply as if set out in full herein (*mutatis mutandis*).

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This Addendum has been executed in two originals, of which the Issuer and the Bond Trustee shall retain one each.

**SIGNATURES:**

**The Issuer:**

**Norwegian Property ASA**

  
.....  
By:  
Title:

**The Bond Trustee:**

**Nordic Trustee/AS**

  
.....  
By:  
Title:



## 262 - Kaibygning I

## Market Value mNOK 3442,7

## Discount Rates

Tenant A	4.00 %
Tenant B	5.25 %
Tenant C	7.75 %
<b>Blend rate passing rent</b>	<b>5.25 %</b>
Future rent	5.38 %
<b>Blend rate cash flow</b>	<b>5.37 %</b>
Residual value	5.38 %
<b>Total blend rate (IRR)</b>	<b>5.29 %</b>

## Yields

Exit yield	3.38 %
Initial Yield	3.20 %
Yield fully let	3.22 %
Yield ex build rights etc	3.20 %

## Costs

	NOK/m2	kNOK
Maintenance	50	1,518
Administration	50	1,518
Insurance	12	364
Land lease	0	(0)
Property tax	85	2,587
Other costs	25	759
<b>OPEX</b>	<b>222</b>	<b>6,746</b>
Average cost over life		16.6 %
OPEX % of gross market rent		5.0 %
Avg. disc. OPEX+CAPEX m2/y		0
VAT recoverable		100.0 %
Common costs		700
Non-rec @ vacancy		50.0 %

## Change Analysis

<b>Previous value</b>	<b>3,428.7</b>
Disc.rate /yield change	-
Change market rent	-1.1
Change in costs	10.5
Change inflation	(22.21)
Other changes	26.8
<b>New value</b>	<b>3,442.7</b>

## Sensitivity tests

Parameter	Event	Value
Market rent	10.0 %	3,774.4
IRR	-1.0 %	3,983.1
Exit yield	-1.0 %	4,290.0
OPEX	100	3,399.9

## Valuation

	mNOK
NPV passing rent	417.9
NPV future rent	1,304.6
NPV of costs	-292.1
Residual value	2,012.3
Building rights	-
Other corr.	-
<b>Total</b>	<b>3,442.7</b>
Net Asset Value apartments	
<b>Key Ratios</b>	
Value per m2	113,391
Residual value per m2	126,726
Value of vacant space	45,836
Rent potential	14.68 %
Implicit value increment	0.14 %

## Valuation Period

From:	01.07.2021
To:	31.12.2040

## Comment

Q2-21 :

Ingen matrielle endringer siden forrige vurdering.

Ca 10 mNOK mindre Capex enn ved forrige vurdering, da vi har gjort en korrigering av en tidligere Capex som ved en feiltakelse ikke hadde blitt justert.

## Net Rent Summary

NPRO's lokaler mNOK																	11,079,197.0
Category	Unit	Area Distribution				Gross Rent - kNOK		Rent - NOK/unit		Costs @ first relet		Cost @ future relets		As-is rent	Duration		Valuation
		Total	Let	Vacant	Adj.'mt	Passing	Market	Passing	Market	Void days	Cost/m2	Void days	Cost/m2	NOK/m2	Current	Next	NOK/m2
Kontor	m2	21,112	21,112	-	-	95,391	98,171	4,518	4,650	92	3,000	92	3,000	4,221	3.5	7.0	130,329
Lager	m2	2,349	1,892	457	-	2,762	3,523	1,460	1,500	92	500	92	500	1,429	3.6	7.0	45,074
Restaurant	m2	1,470	1,470	-	-	6,916	9,554	4,705	6,500	122	1,500	92	1,500	6,200	4.2	5.0	181,085
Butikk	m2	1,145	1,145	-	-	7,984	5,152	6,974	4,500	122	2,000	92	1,000	4,100	3.7	5.0	112,519
Datarom	m2	-	-	-	-	-	-	-	4,500	92	250	92	250	4,464	-	7.0	0
Annet	A	-	-	-	-	-	-	-	-	92	-	92	-	-	-	7.0	0
Sykkelplasser/garderobeskap	m2	567	567	-	-	919	919	1,622	1,622	92	-	92	-	1,622	3.5	7.0	57,291
H&M	m2	3,719	3,719	-	-	2,920	16,736	785	4,500	122	2,000	92	1,000	4,214	13.5	7.0	42,451
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	7.0	0
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	7.0	0
Total		30,361	29,905	457	-	116,892	134,055	3,909	4,415	98	2,518	92	2,358	4,044	3.8	6.8	113,391

## Cash Flow - kNOK

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
	184	365	365	366	365	365	365	366	365	365	365	366	365	365	365	366	365
CPI	0 %	2.90 %	1.47 %	1.60 %	1.77 %	2.00 %	2.00 %	2.00 %	2.00 %	2.00 %	2.00 %	2.00 %	2.00 %	2.00 %	2.00 %	2.00 %	2.00 %
CPI index	100 %	102.90 %	104.41 %	106.08 %	107.95 %	110.11 %	112.32 %	114.56 %	116.85 %	119.19 %	121.57 %	124.01 %	126.49 %	129.01 %	131.60 %	134.23 %	136.91 %
Real market rent change	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Yield change	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Income from current leases	58,871	116,624	110,825	76,190	43,718	32,010	5,383	3,763	3,760	3,591	3,550	3,621	3,693	3,767	-	-	-
Income from future leases	52	4,952	11,373	40,997	77,604	97,214	122,044	133,423	135,494	134,899	129,698	137,520	148,334	142,612	167,915	174,883	180,638
<b>Gross rent</b>	<b>58,923</b>	<b>121,576</b>	<b>122,198</b>	<b>117,187</b>	<b>121,322</b>	<b>129,224</b>	<b>127,427</b>	<b>137,186</b>	<b>139,253</b>	<b>138,490</b>	<b>133,248</b>	<b>141,141</b>	<b>152,028</b>	<b>146,379</b>	<b>167,915</b>	<b>174,883</b>	<b>180,638</b>
Operating costs	(3,401)	(4,355)	(7,044)	(7,156)	(7,283)	(7,429)	(7,577)	(7,729)	(7,883)	(8,041)	(8,202)	(8,366)	(8,533)	(8,704)	(8,878)	(9,055)	(9,237)
Reletting costs	649	(3,051)	(8,645)	(22,214)	(19,553)	(2,710)	(18,993)	(690)	(2,738)	(9,922)	(28,532)	(20,123)	(120)	(21,948)	(10,772)	(6,569)	(339)
Share of common costs	(83)	(94)	(258)	(727)	(559)	(168)	(498)	(114)	(100)	(327)	(800)	(489)	(10)	(515)	(504)	(327)	(159)
CAPEX	(3,332)	(4,761)	(4,830)	(4,908)	(4,994)	(5,094)	(5,196)	(4,727)	(4,822)	(4,918)	(5,017)	(5,117)	(5,219)	(5,324)	-	-	-
Residual value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Net cash flow</b>	<b>52,756</b>	<b>109,315</b>	<b>101,421</b>	<b>82,182</b>	<b>88,933</b>	<b>113,823</b>	<b>95,163</b>	<b>123,926</b>	<b>123,710</b>	<b>115,281</b>	<b>90,697</b>	<b>107,045</b>	<b>138,145</b>	<b>109,889</b>	<b>147,761</b>	<b>158,933</b>	<b>170,903</b>