

Oslo, 9 June 2020

Notice of outcome in the Written Procedure for the bonds issued by Oskar Office ApS

To the bondholders in senior secured bonds with ISIN NO 001 081564.0 (NOK Bonds), ISIN SE 001 0869297 (SEK Bonds) and ISIN NO 001 081575.6 (EUR Bonds) (the "Bonds") issued by Oskar Office ApS (the "Issuer") on 16 February 2018

A Norwegian translation will follow the English text. In case of any inconsistency between the Norwegian translation and the English text, the English text shall prevail.

This notice (the "Notice") will be sent by Intertrust (Norway) AS (the "Trustee") to the direct registered owners and registered authorised nominees of the Bonds. This notice has also been published on the website of the Trustee in accordance with the Terms and Conditions. If you are an authorised nominee under the Norwegian Securities Depository Act of 2019 no. 6 (*Nw. Verdipapirsentralloven*) or if you otherwise are holding Bonds on behalf of someone else on a Securities Account, please forward this Notice to the holder you represent as soon as possible.

Intertrust (Norway) AS (the "Trustee") is acting as Trustee on behalf of the Bondholders under the terms and conditions relating to the Bonds dated 9 February 2018 (the "Terms and Conditions").

Capitalized terms not defined herein shall have the same meaning as in the Terms and Conditions.

In the written procedure for which notice was given on 22 May 2020 and last date to vote was 9 June 2020 at 12.00 (CET), the Trustee hereby announce the successful completion of the written procedure in relation to the Bonds regarding certain amendments to the terms and conditions (the "Request") as fully described in [Schedule 1](#).

Eligible replies corresponding to 78,36 percent of the Adjusted Nominal Amount have been received in the Written Procedure. It was thus established that the requisite quorum of at least 50 per cent of the Adjusted Nominal Amount was achieved.

The Request was approved by 93,55 percent of the eligible votes received in the Written Procedure. The consent requirements of Bondholders representing more than sixty-six and two thirds (66 2/3) percent of the Adjusted Nominal Amount for which Bondholders reply in the Written Procedure was therefore met. The Request is thereby adopted.

For further information, please contact:

To the Issuer:

Oskar Office ApS,

Henrik Wessmann, hw@oskargroup.dk, +45 70 26 61 61

To the Trustee:

Intertrust (Norway) AS

Eleonore Foss, eleonore.foss@intertrustgroup.com, +47 958 14 513

Andreas W. Hennyng, andreas.w.hennyng@intertrustgroup.com, +47 971 87 151

Oslo, 9. juni 2020

Informasjon om utfallet i den Skriftlige Prosedyren for obligasjonene utstedt av Oskar Office ApS

Denne notisen ("Notisen") vil bli utstedt av Intertrust (Norway) AS ("Tillitsmannen") til direkte registrerte eiere av obligasjoner. Denne notisen har også blitt publisert på internettsiden til tillitsmannen i henhold til obligasjonsvilkårene (*Terms and Conditions*). Hvis du er en autorisert holder av obligasjoner under Verdipapirsentralloven, nr. 6 av 2019, eller hvis du på annen måte holder obligasjoner på vegne av noen andre på en verdipapirkonto, vennligst videreformidle Notisen til den respektive eier av obligasjonene.

Intertrust (Norway) AS (heretter «**Tillitsmannen**») opptrer som Tillitsmann på vegne av Obligasjonseierne under obligasjonsvilkårene utferdiget i relasjon til Obligasjonene datert 9. februar 2018 (heretter «**Obligasjonsvilkårene**»).

Ord og uttrykk som ikke eksplisitt er definert i denne notisen skal ha samme mening som i Obligasjonsvilkårene.

Tillitsmannen erklærer herved den Skriftlige Prosedyren initiert 22. mai 2020 og med siste frist for å avgi stemme var 9. juni 2020 kl. 12.00 (CET), for avsluttet. Gjenstand for avstemningen var en forespørsel fra Utsteder om visse endringer i Obligasjonsvilkårene («**Forespørselen**») som fullt beskrevet i Schedule 1.

I den Skriftlige Prosedyren ble det mottatt gyldige stemmer tilsvarende 78,36 prosent av *Adjusted Nominal Amount*. Kravet om beslutningsdyktighet var dermed oppfylt.

Forespørselen ble godkjent med 93,55 prosent av de gyldige stemmene. Flertallskravet om samtykke fra Obligasjonseiere som representerer mer enn sekstiseks og to tredeler (66 2/3) prosent av *Adjusted Nominal Amount* representert under den Skriftlige Prosedyren, var dermed oppfylt. Forespørselen er dermed vedtatt.

For ytterligere informasjon, vennligst kontakt:

For Utsteder:
Oskar Office ApS,
Henrik Wessmann, hw@oskargroup.dk, +45 70 26 61 61

For Tillitsmannen:
Intertrust (Norway) AS
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Schedule 1

Request for approval and consents

In accordance with Clause 20 of the Terms and Conditions, the Bondholders are asked to consider the following proposal:

- (i) *Certain new approved purposes (items (ii) – (iv)) are added to the definition of "**Construction Financing**" so that it covers any future bank financing provided by reputable commercial banks or credit mortgage institutions to the Issuer for the purpose of (i) developing the Property, (ii) payment of real estate tax relating to the Property, (iii) payment of Interest and financial costs (including Transaction Costs) relating to the Bonds and any Written Procedure from 1 January 2020 until the Final Maturity Date and (iv), financing early redemption of the Bonds in accordance with Clauses 11.4 (Voluntary early redemption (call option)), 11.5 (Mandatory repurchase due to a Change of Control Event (put option)) and 11.6 (Early redemption due to a tax event).*

- (ii) *The Final Maturity Date is extended with 12 months from the current date and consequently, the definition of "**Final Maturity Date**" is amended to read: means the date that falls forty-eight (48) months after the Issue Date or, to the extent such day is not a Business Day, the first following Business Day*

- (iii) *The definition of "**Transaction Costs**" is clarified so that it includes transaction costs in connection with a Written Procedure, including the amount payable by the Issuer to JOOL Corporate Finance AB in connection with this Written Procedure.*

- (iv) *As compensation for the Bondholders' approval of the Proposal, Clause 11.1 (Redemption at Maturity) is amended so that the Bonds shall be redeemed at the Final Maturity Date at an amount equal to the Nominal Amount together with accrued but unpaid Interest plus an amount equal to the Interest payable on the Bonds for one (1) Interest Period.*

The Issuer hereby kindly asks the Bondholders to:

1. *approve and consent to the Proposal set out above;*
2. *approve and consent to the amendments to the Terms and Conditions, in order to implement the Proposal and as described in Section 2 (Amendments to the Terms and Conditions) above;*
3. *authorize the Trustee to (on behalf of the Bondholders) take all such steps as may be deemed necessary or desirable to implement the Proposal and/or to achieve its purpose, to execute and enter into any documents that may be necessary in connection with the Proposal including any consequential amendments to the Terms and Conditions;*
4. *provided that the Issuer has not withdrawn the Proposal, irrevocably waive any Event of Default resulting from any non-compliance under the Terms and Conditions for the period between the end of the voting period under the first Written Procedure and the end of the voting period under the second Written Procedure (up to and including the date of execution of the amended and restated Terms and Conditions); and*

5. *to acknowledge the limitation of liability set out in above under the heading "LIMITATION OF LIABILITY OF THE TRUSTEE".*

The requests set out above are jointly referred to as the "**Request**".