

## **Terms and Conditions**

### **GG DEVELOPMENT 3 ApS**

**Up to DKK 40,000,000 or its equivalent in NOK, SEK and EUR**

**Second Lien Callable Fixed Rate DKK, NOK, SEK, EUR Bonds 2017/2019**

**DKK BONDS – ISIN: *[no DKK Bonds issued]***

**SEK BONDS - ISIN: SE0010101881**

**NOK BONDS - ISIN: NO0010798598**

**EUR BONDS: - ISIN: NO0010798606**

**19 July 2017**

*Other than the registration of the Bonds under Norwegian and Swedish law, no action is being taken in any jurisdiction that would or is intended to permit a public offering of the Bonds or the possession, circulation or distribution of this document or any other material relating to the Issuer or the Bonds in any jurisdiction where action for that purpose is required. Persons into whose possession this document comes are required by the Issuer to inform themselves about, and to observe, any applicable restrictions.*

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## 1. Definitions and Construction

### 1.1 Definitions

In these terms and conditions (the "**Terms and Conditions**"):

"**Account Operator**" means: (i) with respect to the VPS Bonds a bank or other party registered as account operator (No: *Kontofører*) with Verdipapirsentralen ASA, reg. nr. 985 140 421, Fred Olsens gate 1, 0152 Oslo ("**VPS**"), and (ii) with respect to the SEK Bonds a bank or other party registered as account operator with Euroclear Sweden AB, reg. nr. 556112-8074, ("**Euroclear**"), through which a Bondholder has opened a Securities Account in respect of its Bonds.

"**Adjusted Nominal Amount**" means the Total Nominal Amount, less the Nominal Amount of all Bonds owned by a Group Company or an Affiliate, irrespective of whether such person is directly registered as owner of such Bonds.

"**Advance Purchase Agreements**" means (a) an advance or deferred purchase agreement if the agreement is in respect of the supply of assets or services and payment is due not more than 90 days after the date of supply, or (b) any other trade credit incurred in the ordinary course of business.

"**Affiliate**" means any Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purpose of this definition, "**control**" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "**controlling**" and "**controlled**" have meanings correlative to the foregoing.

"**Arranger**" means JOOL Markets AS, Grundingen 2, 0250, Oslo, Norway.

"**Blocked Account**" means a bank account opened by the Issuer with a reputable Nordic bank, which shall be pledged to the Trustee as representative of the Bondholders, on which, (i) funds shall be deposited and be used for interest payments on the Bonds on the first Interest Payment Date and on the second Interest Payment Date, (ii) funds for payment of the shares in the Property Company may be deposited until the first disbursement date, and (iii) funds from permitted disposals pursuant to Clause 13.10 (*Permitted Disposals*) may be deposited and, if so deposited, the Issuer shall have the right to use the fund for prepayment and repayment of the Bonds in accordance with the Terms and Conditions.

"**Bondholder**" means a person who is registered on a Securities Account as direct registered owner or nominee with respect to a Bond.

"**Bondholders' Meeting**" means a meeting among the Bondholders held in accordance with Clause 17 (*Bondholders' Meeting*).

"**Bond**" means a DKK Bond and/or a SEK Bond and/or a NOK Bond and/or a EUR Bond.

"**Business Day**" means a Business Day Sweden and a Business Day Norway.

**"Business Day Convention"** means the first following day that is a Business Day (first following, no business day adjustment).

**"Business Day Norway"** means a day other than a Saturday, Sunday or a public holiday in Norway on which the Norwegian Central Bank's and the CSD's settlement systems are open and commercial banks in Norway are open for business.

**"Business Day Sweden"** means a day in Sweden other than a Sunday or other public holiday and on which day the CSD's settlement system is open. Saturdays, Midsummer Eve (Sw. *midsommarafton*), Christmas Eve (Sw. *julafton*) and New Year's Eve (Sw. *nyårsafton*) shall for the purpose of this definition be deemed to be public holidays.

**"Change of Control Event"** means the occurrence of an event or series of events whereby the Parent, directly or indirectly, ceases to control (a) 100.00 per cent. of the shares or votes of the Issuer, or (b) the right to, directly or indirectly, appoint or remove the whole or a majority of the directors of the board of directors of the Issuer.

**"Commercial Retail Space"** means the approximately 935 square meters retail space located in the ground floor of the Store Kongensgade Properties.

**"CSD"** means: (i) with respect to VPS Bonds, the Issuer's central securities depository and registrar in respect of the VPS Bonds from time to time, initially VPS; and (ii) with respect to SEK Bonds, the Issuer's central securities depository and registrar in respect of the SEK Bonds from time to time, initially Euroclear.

**"CSD Regulations"** means each CSD's rules and regulations applicable to the Issuer, the Trustee and the Bonds from time to time.

**"Danish Kroner"** and **"DKK"** means lawful currency of Denmark.

**"DKK Bond"** means a debt instrument for the Nominal Amount, denominated in DKK and which are governed by and issued under these Terms and Conditions, with ISIN [*no DKK Bonds issued*].

**"Down Payment Loan"** means the loan of approximately DKK 5,000,000 taken up by the Issuer from the Parent for the purpose of making a down payment in the same amount to the seller of the Property Company.

**"Early Redemption Amount"** means an amount equal to the sum of:

- (a) 100 per cent. of the Nominal Amount of the redeemed Bonds; and
- (b) in case of SEK Bonds, the Interest that would have accrued on the redeemed Bonds (but which is unpaid) from (but excluding) the Issue Date to (and including) the First Call Date; or
- (c) in case of the VPS Bonds, the Interest that would have accrued on the redeemed Bonds (but which is unpaid) from (and including) the Issue Date to (but excluding) the First Call Date.

**"Escrow Accounts"** means a DKK bank account, a SEK bank account, a EUR Bank account and a NOK bank account opened by the Arranger with a reputable bank, on which the proceeds from the issue of the Bonds will be held by the Arranger until the conditions precedent for disbursement of the Net Proceeds have been fulfilled.

**"EUR Bond"** means a debt instrument for the Nominal Amount, denominated in EUR and which are governed by and issued under these Terms and Conditions, with ISIN NO0010798606.

**"Euro"** and **"EUR"** means the single currency of the participating member states of the European Union in accordance with the legislation of the European Community relating to Economic and Monetary Union.

**"Event of Default"** means an event or circumstance specified in any of the Clauses 14.1 (*Non-Payment*) to and including Clause 14.9 (*Continuation of the Business*).

**"Final Maturity Date"** means, subject to the Issuer's extension option pursuant to Clause 11.1(b), the date falling twenty (20) months after the Issue Date or, to the extent such day is not a Business Day, the first following Business Day.

**"Finance Documents"** means these Terms and Conditions, the Security Documents, the Intercreditor Agreement, the Guarantee Undertaking, the Trustee Agreement between the Trustee and the Issuer and any other document designated to be a Finance Document by the Issuer and the Trustee.

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

- (a) monies borrowed or raised, including Market Loans;
- (b) the amount of any liability in respect of any finance leases, to the extent the arrangement is treated as a finance lease in accordance with the accounting principles applicable on the Issue Date (a lease which in the accounts of the Issuer is treated as an asset and a corresponding liability);
- (c) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (d) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (e) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the mark to market value shall be taken into account, provided that if any actual amount is due as a result of a termination or a close-out, such amount shall be used instead);
- (f) any counter indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (g) (without double counting) any guarantee or other assurance against financial loss in respect of a type referred to in the above items (a)-(f).

**"First Call Date"** means the date falling twelve (12) months after the Issue Date.

**"Force Majeure Event"** has the meaning set forth in Clause 26(a).

**"General Partner"** means Komplementarselskabet GG St. Kongensgade 100 og 106 ApS (CVR no. 38770187) being the general partner of the Property Company following the acquisition of the Property Company.

**"Group"** means the Issuer and all its Subsidiaries from time to time (each a **"Group Company"**).

**"Guarantee Undertaking"** means a capped guarantee undertaking of DKK 25,000,000 issued by the Parent as primary guarantor and Gefion Group Ejendomsudvikling K/S as secondary guarantor, guaranteeing any loss of the Bondholders and the Senior Bondholders emanating from the Issuer's inability to procure a Project Facility in order to fully complete the contemplated project on the Store Kongensgade Properties, such guarantee ceasing to apply once a fully committed Project Facility has been procured, but provided that if the Project Facility has not been procured within six (6) months after the Issue Date, the guarantee shall continue to apply, unless the Issuer delivers (A) a revised time table to the Trustee evidencing that the contemplated project on the Store Kongensgade Properties can be finalized, and subsequently the Store Kongensgade Properties disposed of, in time for the timely repayment of the Bonds in accordance with the these Terms and Conditions and (B) a statement from the responsible contractor that the construction project on the Store Kongensgade Properties can be finalized within the revised time table delivered pursuant to limb (A).

**"Guarantee"** means the guarantee provided by the Parent and Gefion Group Ejendomsudvikling K/S under the Guarantee Undertaking.

**"Initial Exchange Ratio"** means the DKK/SEK or the DKK/NOK or the DKK/EUR exchange rate (as applicable) quoted on the Danish Central Bank's website at 12:00 Danish time on the Issue Date.

**"Insolvent"** means, in respect of a relevant person, that it is deemed to be insolvent, or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or by reason of actual financial difficulties commences negotiations with all or substantially all of its creditors (other than the Bondholders and creditors of secured debt) with a view to rescheduling any of its indebtedness (including company reorganisation, reconstruction or restructuring) or is subject to involuntary winding-up, dissolution or liquidation.

**"Intercreditor Agreement"** means the intercreditor agreement entered into on or before the Issue Date (however, later in respect of the Property Company), between, amongst others the Issuer, the Parent, the Property Company, the General Partner, the Security Agent, the Trustee and the agent of the Senior Bondholders under the Senior Bonds.

**"Interest"** means the interest on the Bonds calculated in accordance with Clauses 10(a) to 10(d).

**"Interest Payment Dates"** means (i) the first Interest Payment Date, being 25 January 2018, (ii) the second Interest Payment Date, being 25 July 2018 and (iii) the third and final Interest Payment Date, being the relevant Redemption Date.

**"Interest Period"** means (i) the first Interest Period, being the period, in respect of the SEK Bonds, from (but excluding) and with respect of the VPS Bonds from (and including) the Issue Date to, in respect of the SEK Bonds (and including) and in respect of the VPS Bonds (but excluding) the first Interest Payment Date, (ii) the second Interest Period, being the period, in respect of the SEK Bonds, from (but excluding) and with respect of the VPS Bonds from (and including) the first Interest Payment Date to, in respect of the SEK Bonds (and including) and in respect of the VPS Bonds (but excluding) the second Interest Payment Date, and (iii) thereafter, the period, in respect of the SEK Bonds, from (but excluding), and with respect of the VPS Bonds from (and including) the second Interest Payment Date to, in respect of the SEK Bonds (and including) and in respect of the VPS Bonds (but excluding) the relevant Redemption Date (or a shorter period if relevant). An Interest Period shall not be adjusted due to an application of the Business Day Convention.

**"Interest Rate"** means 18.00 per cent. *per annum*.

**"Issue Date"** means 25 July 2017.

**"Issuer"** means GG Development 3 ApS, (CVR-no. 37 04 30 79), a private limited liability company incorporated in Denmark.

**"Market Loan"** means any loan or other indebtedness where an entity issues commercial paper, certificates, subordinated debentures, bonds or any other debt securities (including, for the avoidance of doubt, medium term note programmes and other market funding programmes), provided in each case that such instruments and securities are or can be subject to trade on any regulated or unregulated recognised market place

**"Material Adverse Effect"** means a material adverse effect on (a) the business, financial condition or operations of the Group, (b) the Group's ability to perform and comply with the Finance Documents, including its payment obligations thereunder or (c) the validity or enforceability of the Finance Documents

**"Net Proceeds"** means the gross proceeds from the Bond Issue after deduction has been made for the Transaction Costs payable by the Issuer for the services provided in relation to the placement and issuance of the Bonds.

**"Nominal Amount"** has the meaning set forth in Clause 2(c).

**"NOK Bonds"** means a debt instrument for the Nominal Amount, denominated in NOK and which are governed by and issued under these Terms and Conditions, with ISIN NO0010798598.

**"Norwegian Kroner"** and **"NOK"** means the lawful currency of Norway.

**"Norwegian Securities Register Act"** means the Norwegian Act relating to registration of financial instruments of 5 July 2002 No. 64.

**"Parent"** means Gefion Group A/S, (CVR-no. 37 04 25 60), a public limited company incorporated in Denmark.

**"Paying Agent"** means the legal entity appointed by the Issuer to act as its paying agent with respect to the Bonds in each CSD.

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

- (a) taken up by the Issuer under the Bonds;
- (b) taken up by the Issuer under the Senior Bonds;
- (c) incurred under the Down Payment Debt;
- (d) taken up by the Property Company from the Issuer;
- (e) constituting Subordinated Loans;
- (f) incurred in the ordinary course of business under Advance Purchase Agreements;
- (g) arising under a transaction entered into for the purpose of protecting against fluctuation in rates where the exposure arises under or in connection with Permitted Debt;
- (h) arising as a result of a refinancing of the Bonds in full; and
- (i) incurred under any Project Facility.

**"Permitted Security"** means any guarantee or Security:

- (a) created in accordance with the Terms and Conditions;
- (b) provided on a first-priority basis for the Senior Bonds;
- (c) arising by operation of law or in the ordinary course of business (including collateral or retention of title arrangements in connection with Advance Purchase Agreements but, for the avoidance of doubt, not including guarantees or security in respect of any monies borrowed or raised);
- (d) provided as security for a transaction entered into for the purpose of protecting against fluctuation in rates where the exposure arises under or in connection with Permitted Debt;
- (e) provided in the form of a pledge over an escrow account to which the proceeds from a refinancing of the Bonds in full are intended to be received;
- (f) agreed to be provided for the benefit of the financing providers in relation to a refinancing of the Bonds in full, however provided that any perfection requirements in relation thereto are satisfied only after repayment of the Bonds in full; and



(g) provided for a Project Facility.

"**Person**" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organisation, government, or any agency or political subdivision thereof or any other entity, whether or not having a separate legal personality.

"**Project Facility**" means any credit facility, in a form chosen by the Issuer, including bank financing, financing by a construction firm or other private financing secured by a mortgage in the Store Kongensgade Properties, taken up by the Issuer or the Property Company solely to finance a construction on the Store Kongensgade Properties.

"**Property Company**" means EjendomsSelskabet Norden XI Invest P/S, (CVR-no. 38 30 68 47), a public limited partnership (in Danish: "*partnerselskab*") incorporated in Denmark.

"**Record Date**" means in relation to any payments pursuant to these Terms and Conditions, the date designated as the Record Date in accordance with the CSD Regulations from time to time.

"**Residential Apartments**" means the approximately 14 residential apartments with 2 – 4 rooms with a total area of approximately 1,403 square meters intended to be utilised as, in Danish "andelslejligheder" and forming part of the Store Kongensgade Properties

"**Redemption Date**" means the date on which the Bonds are to be redeemed or repurchased in accordance with Clause 11 (*Redemption and Repurchase of the Bonds*).

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

"**Secured Parties**" means the Bondholders, the Senior Bondholders, the Security Agent and the Trustee.

"**Securities Account**" means the account for dematerialised securities maintained by the CSD pursuant to the Norwegian Securities Register Act or the Swedish Financial Instruments Accounts Act in which (i) an owner of such security is directly registered or (ii) an owner's holding of securities is registered in the name of a nominee.

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

"**Security Agent**" means, initially, Intertrust (Sweden) AB, appointed by the Secured Parties pursuant to the Intercreditor Agreement, holding the Transaction Security on behalf of the Secured Parties in accordance with the Consolidated Act no. 251 of 21 March 2017 on Securities Trading (in Danish: "*Bekendtgørelse af lov om værdipapirhandel m.v.*" ) as amended from time to time).

"**Security Documents**" means the security documents creating the following security:

(a) a pledge over all the shares issued by the Issuer;

- (b) a pledge over all the shares issued by the Property Company and the General Partner; and
- (c) a pledge over the Blocked Account.

"**Senior Bonds**" means the senior bonds of up to a total of DKK 100,000,000 (or its equivalent in SEK, EUR or NOK) issued by the Issuer in connection with the issuance of the Bonds.

"**Senior Bondholders**" means the holders of Senior Bonds from time to time.

"**SEK Bonds**" means a debt instrument for the Nominal Amount, denominated in SEK and which are governed by and issued under these Terms and Conditions, with ISIN SE0010101881.

"**Store Kongensgade Properties**" means the real properties located on (i) Store Kongensgade 100, 1264 Copenhagen K, Denmark with title no. 0263a Sankt Annæ Øster Kvarter, Copenhagen, and (ii) Store Kongensgade 106, 1264 Copenhagen K, Denmark with title no. 0263b, Sankt Annæ Øster Kvarter, Copenhagen.

"**Student Apartments**" means the approximately 78 apartments with 1-2 rooms with a total area of app. 2,604 square meters and forming part of the Store Kongensgade Properties.

"**Subordinated Loans**" means new capital raised by the Issuer by way of subordinated loans pursuant to the Intercreditor Agreement, which (i) shall have a maturity after the Final Redemption Date, including the optional extension period (ii) be contractually subordinated to the Bonds and (iii) include terms that entail that the Subordinated Loans are structured as bullet loans and that interest is only payable after the Final Redemption Date (as extended).

"**Subsidiary**" means in relation to any person, any legal entity (whether incorporated or not), which at any time is a subsidiary) to such person, directly or indirectly.

"**Swedish Financial Instruments Accounts Act**" means the Swedish Financial Instruments Accounts Act (*lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*).

"**Swedish Kronor**" and "**SEK**" means the lawful currency of Sweden.

"**Total Nominal Amount**" means the total aggregate Nominal Amount of the Bonds outstanding at the relevant time.

"**Transaction Costs**" means all fees, costs and expenses, stamp, registration and other taxies incurred by the Issuer or any other member of the Group in connection with the issuance of the Bonds.

"**Transaction Security**" means the Security provided for the Secured Obligations pursuant to the Security Documents.

**"Trustee Agreement"** means the trustee agreement entered into on or before the Issue Date, between the Issuer and the Trustee, or any replacement trustee agreement entered into after the Issue Date between the Issuer and a trustee, regarding, *inter alia*, the remuneration payable to the Trustee or a replacement trustee.

**"Trustee"** means the Bondholders' agent under the Terms and Conditions and, if relevant, the Finance Documents, from time to time; initially Intertrust (Sweden) AB (org. nr. 556625-5476), Box 16285, 103 25 Stockholm, Sweden, or another party replacing it, as trustee, in accordance with these Terms and Conditions.

**"VPS Bonds"** means jointly the DKK Bonds, the NOK Bonds and the EUR Bonds, such Bonds being registered in VPS.

**"Written Procedure"** means the written or electronic procedure for decision making among the Bondholders in accordance with Clause 18 (*Written Procedure*).

## 1.2 Construction

- (a) Unless a contrary indication appears, any reference in these Terms and Conditions to:
  - (i) **"assets"** includes present and future real properties, revenues and rights of every description;
  - (ii) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
  - (iii) a **"regulation"** includes any regulation, rule or official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
  - (iv) a provision of law is a reference to that provision as amended or re-enacted; and
  - (v) a time of day is a reference to Stockholm time.
- (b) An Event of Default is continuing if it has not been remedied or waived.
- (c) A notice shall be deemed to be sent by way of press release if it is made available to the public promptly and in a non-discriminatory manner.
- (d) Subject to paragraph (e) below, when ascertaining whether a limit or threshold specified in Danish Kroner has been attained or broken, an amount in another currency shall be counted on the basis of the rate of exchange for such currency against Danish Kroner for the previous Business Day, as published by the Danish Central Bank on its website. If no such rate is available, the most recently published rate shall be used instead.

- (e) Notwithstanding paragraph (d) above, at a Bondholders' Meeting or by way of a Written Procedure, the calculations of whether a quorum exist and if the relevant consent has been obtained pursuant to Clause 16 (*Decisions by Bondholders*), shall be made in DKK. Each Bond shall always entitle to one vote at a Bondholders' Meeting or by way of a Written Procedure. The value of the vote of each DKK Bond shall be the Nominal Amount and the value of the vote of each SEK Bond, EUR Bond and NOK Bond, respectively, shall be the Nominal Amount of the SEK Bond, EUR Bond or NOK Bond converted into DKK at the Initial Exchange Ratio, based on the number of Bonds owned at close of business on the applicable record date in accordance with the records registered in the relevant CSD. For the avoidance of doubt, the Adjusted Nominal Amount shall at all times be calculated based on the Initial Exchange Ratio.
- (f) No delay or omission of the Trustee or of any Bondholder to exercise any right or remedy under the Finance Documents shall impair or operate as a waiver of any such right or remedy.

## 2. Status of the Bonds

- (a) The DKK Bonds are denominated in Danish Kroner, the SEK Bonds are denominated in Swedish Kronor, the NOK Bonds are denominated in Norwegian Kroner and the EUR Bonds are denominated in Euro and each Bond is constituted by these Terms and Conditions. The Issuer undertakes to make payments in relation to the Bonds and to comply with these Terms and Conditions.
- (b) By subscribing for Bonds, each initial Bondholder agrees that the Bonds shall benefit from and be subject to the Finance Documents and by acquiring Bonds, each subsequent Bondholder confirms such agreement.
- (c) The nominal amount of each DKK Bond is DKK 10,000, each SEK Bond is SEK 10,000, each EUR Bond is 1,000 and each NOK Bond is NOK 10,000 (the "**Nominal Amount**"). The maximum Total Nominal Amount of the Bonds is DKK 40,000,000 (or its equivalent in SEK, EUR or NOK). All Bonds are issued on a fully paid basis at an issue price of 100 per cent. of the Nominal Amount.
- (d) The minimum permissible investment amount upon issuance of the Bonds is DKK 1,000,000, SEK 1,000,000, EUR 100,000 and NOK 1,000,000 respectively.
- (e) The Bonds constitute direct, general, unconditional, unsubordinated and secured obligations of the Issuer and shall at all times rank *pari passu* with (i) the Senior Bonds pursuant to the terms of the Intercreditor Agreement, provided however that the Bonds will receive proceeds from the enforcement of the Transaction Security and certain disposals only after any obligations under the Senior Bonds have been repaid in full, and (ii) all direct, unconditional, unsubordinated and unsecured obligations of the Issuer, except those obligations which are mandatorily preferred by law, and without any preference among them.

- (f) Except as set out in Clause 5 (*Transfer Restrictions*) below, and subject to any restrictions to which a Bondholder may be subject due to local law or otherwise, the Bonds are freely transferrable. Each Bondholder must ensure compliance with local laws and regulations applicable at their own cost and expense.
- (g) There shall be no obligation to list the Bonds on any exchange or market place.
- (h) The CSD in respect of SEK Bonds initially being Euroclear, shall perform its obligations as CSD solely in respect of the SEK Bonds and in accordance with the rules and regulations for issuers and issuing agents as regularly applied to it in relation to Swedish bond offerings, and shall, for the avoidance of doubt, have no obligations in respect of the the VPS Bonds.
- (i) The CSD in respect of the VPS Bonds, initially being VPS, shall perform its obligations as CSD solely in respect of the VPS Bonds and in accordance with the rules and regulations as regularly applied to it in relation to Norwegian bond offerings, and shall, for the avoidance of doubt, have no obligations in respect of the SEK Bonds

### **3. Purpose of the Bonds**

The proceeds from the Bonds, including the Senior Bonds, shall be applied as follows:

- (a) payment of Transaction Costs of up to DKK 15,000,000;
- (b) approximately DKK 101,500,000 towards payment for the acquisition of all shares in the Property Company (which includes the refinancing of the Down Payment Loan);
- (c) for the deposit of DKK 17,200,000 on the Blocked Account to be used for interest payments on the Bonds on the first Interest Payment Date and on the second Interest Payment Date; and
- (d) the remainder, for general corporate purposes of the Issuer and the Property Company.

### **4. Conditions Precedent for Disbursement**

#### **4.1 The Escrow Accounts**

The Net Proceeds shall be held by the Arranger on the Escrow Accounts and shall be released when the conditions precedent for disbursement of the Net Proceeds have been fulfilled pursuant to Clause 4.2 below, provided that at the election of the Issuer, an amount of funds necessary to pay the purchase price to the seller of the Property Company, may be exchanged to DKK (for the avoidance of doubt, any exchange risks to be carried by the Issuer) up to two days before the completion of the acquisition of the Property Company and be deposited in the Blocked Account until the day of completion of the acquisition of the Property Company, provided that the Arranger shall inform the Trustee of the transfer of such funds.

## 4.2 Disbursement of the Net Proceeds

- (a) The Trustee's approval of the disbursement from the Escrow Accounts or the Blocked Account (as applicable) of the Net Proceeds is subject to the following documents being received by the Trustee, in form and substance satisfactory to it (acting reasonably), and that the following actions have been taken or will occur on the disbursement date:
  - (i) confirmation from the Arranger that the Transaction Costs have been paid or will be paid on a later date agreed by the Arranger;
  - (ii) duly executed corporate authorization documents, issued by each party to the Finance Documents;
  - (iii) a duly executed copy of the purchase agreement regarding the acquisition of the Property Company together with evidence that the acquisition of the Property Company will be completed on the disbursement date;
  - (iv) a funds flow statement setting out the payments to be made on the disbursement date; and
  - (v) duly executed copies of the Finance Documents and evidence satisfactory to the Trustee that the Transaction Security will be perfected on or about the disbursement date and any Transaction Security relating to the Property Company and the General Partner will be perfected as soon as possible following the completion of the acquisition.
- (b) When the conditions precedent for disbursement set out in Clause 4.2(a) have been fulfilled to the satisfaction of the Trustee (acting reasonably) or waived by the Trustee, the Trustee shall notify the Arranger that the Net Proceeds may be released from the Escrow Accounts or the Blocked Account (as applicable), to be applied as set out in Clause 3 (*Purpose of the Bonds*) and in accordance with the instructions of the Arranger.
- (c) If the conditions precedent for disbursement set out in Clause 4.2(a) have not been fulfilled to the satisfaction of the Trustee (acting reasonably) or waived by the Trustee within thirty (30) Business Days from the Issue Date, the Issuer shall redeem all Bonds at a price equal to 100 per cent. of the Nominal Amount together with any accrued Interest.
- (d) The Trustee may assume that the documentation delivered to it pursuant to Clause 4.2(a) is accurate, correct and complete unless it has actual knowledge that this is not the case, and the Trustee does not have to verify the contents of any such documentation.

## 5. Transfer Restrictions

- (a) 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 to e.g. its nationality, its qualification, its residency, its registered address or its place(s) for business). No party other than the Bondholder shall be responsible to ensure compliance with such laws and regulations and each Bondholder must ensure compliance with local laws and regulations applicable at their own cost and expense.
- (b) No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Bonds or the possession, circulation or distribution of any document or other material relating to the Issuer or the Bonds in any jurisdiction, where action for that purpose is required. Each Bondholder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Bonds.

## 6. Bonds in Book-Entry Form

- (a) The Bonds will be registered for the Bondholders on their respective Securities Accounts and no physical bonds will be issued. The SEK Bonds will be registered in accordance with the Swedish Financial Instruments Accounts Act and the terms and conditions of Euroclear and the VPS Bonds will be registered in accordance with the Norwegian Securities Register Act and the terms and conditions of VPS. Registration requests relating to the Bonds shall be directed to an Account Operator.
- (b) The Issuer shall at all times ensure that the registration of the Bonds in the respective CSD is correct.
- (c) Those who according to assignment, Security, the provisions of the Swedish Children and Parents Code (Sw. *föräldrabalken (1949:381)*), conditions of will or deed of gift or otherwise have acquired a right to receive payments in respect of a Bond shall register their entitlements to receive payment in accordance with the Swedish Financial Instruments Accounts Act or the Norwegian Securities Register Act (as applicable).
- (d) The Issuer (and the Trustee when permitted under the relevant CSD's applicable regulations) shall be entitled to obtain information from the debt register (Sw. *skuldbok*) kept by the relevant CSD in respect of the Bonds. At the request of the Trustee, the Issuer shall promptly obtain such information and provide it to the Trustee.
- (e) The Trustee shall, in order to carry out its functions and obligations under these Terms and Conditions, have access to the securities depository registered with the respective CSD for the purposes of reviewing ownership of the Bonds registered in the securities depository.
- (f) The Trustee may use the information referred to in Clause 6(e) only for the purposes of carrying out its duties and exercising its rights in accordance with

the Finance Documents and shall not disclose such information to any Bondholder or third party unless necessary for such purposes.

## **7. Right to Act on Behalf of a Bondholder**

- (a) If any person, other than a Bondholder, wishes to exercise any rights under the Finance Documents, it must obtain a power of attorney or other proof of authorisation from the Bondholder or a successive, coherent chain of powers of attorney or proofs of authorisation starting with the Bondholder and authorising such person.
- (b) A Bondholder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Bonds held by it. Any such representative may act independently under the Finance Documents in relation to the Bonds for which such representative is entitled to represent the Bondholder and may further delegate its right to represent the Bondholder by way of a further power of attorney.
- (c) The Trustee shall only have to examine the face of a power of attorney or other proof of authorisation that has been provided to it pursuant to Clause 7(b) and may assume that it has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face or the Trustee has actual knowledge to the contrary.

## **8. Payments in Respect of the Bonds**

- (a) Any payment or repayment under the Finance Documents, or any amount due in respect of a repurchase of any Bonds requested by a Bondholder pursuant to these Terms and Conditions, shall be made to such person who is registered as a Bondholder on a Securities Account on the Record Date immediately preceding the relevant payment date, by way of (if no specific order is made by the Trustee) crediting the relevant amount to the bank account nominated by such Bondholder in connection with its Securities Account in the relevant CSD.
- (b) Payment constituting good discharge of the Issuer's payment obligations to the Bondholders under these Terms and Conditions will be deemed to have been made to each Bondholder once the amount has been credited to the bank holding the bank account nominated by the Bondholder in connection with its Securities Account in the relevant CSD. If the paying bank and the receiving bank are the same, payment shall be deemed to have been made once the amount has been credited to the bank account nominated by the Bondholder in question.
- (c) All amounts payable under the Finance Documents shall be payable in the relevant denomination of the Bonds set out in Clause 2(a) above. If, however, the denomination differs from the currency of the bank account connected to the Bondholder's Securities Account in the relevant CSD, any cash settlement may be exchanged and credited to this bank account in accordance with the procedures of the relevant CSD.



- (d) Any specific payment instructions, including foreign exchange bank account details, to be connected to the Bondholder's account in the relevant CSD must be provided by the relevant Bondholder to the Paying Agent (either directly or through its Account Operator in the relevant CSD) within five Business Days prior to a payment date. Depending on any currency exchange settlement agreements between each Bondholder's bank and the Paying Agent, and opening hours of the receiving bank, cash settlement may be delayed, and payment shall be deemed to have been made once the cash settlement has taken place, provided, however, that no default interest or other penalty shall accrue for the account of the Issuer for such delay.
- (e) If, due to any obstacle for the relevant CSD, the Issuer cannot make a payment or repayment, such payment or repayment may be postponed until the obstacle has been removed. Interest shall accrue in accordance with Clause 10(e) during such postponement.
- (f) If payment or repayment is made in accordance with this Clause 8, the Issuer shall be deemed to have fulfilled its obligation to pay, irrespective of whether such payment was made to a person not entitled to receive such amount.
- (g) Any payment which shall be made under these Terms and Conditions shall be made in accordance with the Business Day Convention (no business day adjustment).
- (h) The Issuer is not liable to gross-up any payments under the Finance Documents by virtue of any withholding tax, public levy or the similar.
- (i) Notwithstanding anything to the contrary in these Terms and Conditions, the Bonds shall be subject to, and any payments made in relation thereto shall be made in accordance with, the rules and procedures of each CSD.

## **9. Transaction Security**

### **9.1 Granting of Transaction Security and the Guarantee**

- (a) As continuing Security for the due and punctual fulfilment of the Secured Obligations, the Issuer shall and shall procure that relevant security providers grant the Transaction Security to the Secured Parties as represented by the Security Agent on the terms set out in the Security Documents, and subject to the second-lien ranking set out in the Intercreditor Agreement.
- (b) The Security Agent shall hold the Transaction Security on behalf of the Secured Parties in accordance with the Security Documents and the Intercreditor Agreement. The Issuer and the relevant security providers shall enter into the Security Documents and perfect the Transaction Security in accordance with the terms of the Security Documents.
- (c) Unless and until the Security Agent has received instructions from the Bondholders in accordance with Clause 16 (*Decisions by Bondholders*), the Security Agent shall (without first having to obtain the Bondholders' consent)

be entitled to enter into agreements with the Issuer or a third party or take any other actions, if it is, in the Security Agent's opinion, necessary for the purpose of maintaining, altering, releasing or enforcing the Transaction Security, creating further Security for the benefit of the Secured Parties or for the purpose of settling the Bondholders' or the Issuer's rights to the Transaction Security, in each case in accordance with the terms of the Finance Documents, and provided that such agreements or actions are not detrimental to the interests of the Bondholders.

- (d) The Trustee shall be entitled to give instructions relating to the Transaction Security and the Guarantee to the Security Agent in accordance with the Intercreditor Agreement.

## **9.2 Release of Security and Guarantee in accordance with the Intercreditor Agreement**

The Security Agent may at any time, acting on instructions of the Trustee (acting on behalf of the Bondholders), release Transaction Security and the Guarantee in accordance with the terms of the Security Documents, the Guarantee Undertaking and the Intercreditor Agreement. For the avoidance of doubt any Transaction Security or Guarantee will always be released *pro rata* between the Bondholders and the Senior Bondholders and the remaining Transaction Security and Guarantee will continue to rank *pari passu* between the Bondholders and the Senior Bondholders as set forth in the Security Documents and the Intercreditor Agreement.

## **9.3 Enforcement of Security and Guarantee in accordance with the Intercreditor Agreement**

- (a) The Security Agent may only take any action to accelerate or enforce any Transaction Security in accordance with the terms of the Intercreditor Agreement, which contains various provisions relating to amongst other things enforcement of the Transaction Security and the Guarantee.
- (b) Upon an enforcement of the Transaction Security or the Guarantee, the proceeds shall be distributed in accordance with the Intercreditor Agreement, where *inter alia* the Bondholders will receive any proceeds from an enforcement of the Transaction Security and the Guarantee only after the Senior Bonds have been discharged in full.
- (c) All security and/or guarantees or arrangement having similar effects may be released by the Security Agent, without the need for any further referral to or authority from anyone, upon any enforcement provided that the proceeds are distributed in accordance with the provisions set out in the Intercreditor Agreement.

## **10. Interest**

- (a) Each SEK Bond carries Interest at the Interest Rate applied to the Nominal Amount from (but excluding) the Issue Date up to (and including) the relevant Redemption Date.

- (b) Each VPS Bond carries Interest at the Interest Rate applied to the Nominal Amount from (and including) the Issue Date up to (but excluding) the relevant Redemption Date.
- (c) Interest accrues during an Interest Period. Payment of Interest in respect of the Bonds shall be made to the Bondholders on each Interest Payment Date for the preceding Interest Period and in connection with the redemption of the Bonds in full on the relevant Redemption Date.
- (d) 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).
- (e) If the Issuer fails to pay any amount payable by it on its due date, default interest shall accrue on the overdue amount (i) in respect of the SEK Bonds from (but excluding) the due date up to (and including) the date of actual payment at a rate which is five (5) percentage points higher than the Interest Rate, and (ii) in respect of the VPS Bonds from (and including) the due date up to (but excluding) the date of actual payment at a rate which is five (5) percentage points higher than the Interest Rate. Accrued default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Paying Agent or the CSD, in which case the ordinary Interest Rate shall apply instead.

## **11. Redemption and Repurchase of the Bonds**

### **11.1 Redemption at maturity and extension**

- (a) Subject to paragraph (b) below, the Issuer shall redeem all, but not some only, of the outstanding Bonds in full on the Final Maturity Date with an amount per Bond equal to the Nominal Amount together with accrued but unpaid Interest.
- (b) The Issuer has the right to extend the original Final Maturity Date with six (6) months, by giving notice to the Trustee and Bondholders at least twenty (20) Business Days prior to the original Final Maturity Date. If so requested by the Issuer, the Issuer shall redeem the Bonds on the date falling six (6) months after the original Final Maturity Date with an amount per Bond equal to the Nominal Amount together with accrued but unpaid Interest.

### **11.2 Group Companies' purchase of Bonds**

The Group Companies may, subject to applicable law, at any time and at any price purchase Bonds on the market or in any other way. The Bonds held by the Group Companies may at such company's discretion be retained, sold or, if held by the Issuer, cancelled.

### **11.3 Voluntary Total Redemption (call option)**

- (a) The Issuer may, provided that the Senior Bonds are redeemed simultaneously and subject to the Intercreditor Agreement, redeem the Bonds (all but not only some) at any time:
  - (i) from and including the Issue Date to, but excluding, the First Call Date at a price equal to the Early Redemption Amount; and
  - (ii) from and including the First Call Date to, but excluding, the Final Maturity Date at a price equal to 100.00 per cent. of the Nominal Amount (plus accrued interest on the redeemed amount).
- (b) Redemption in accordance with paragraph (a) above, shall be made by the Issuer giving not less than ten (10) Business Days' notice prior to the relevant Redemption Date to the Bondholders and the Trustee, in each case calculated from the effective date of the notice. The notice from the Issuer shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Bondholder to receive the amounts due on such Redemption Date. Any such notice is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent. Upon fulfilment of the conditions precedent (if any), the Issuer is bound to redeem the Bonds in full at the applicable amount on the specified Redemption Date.

### **11.4 Mandatory repurchase due to a Change of Control Event (put option)**

- (a) Upon the occurrence of a Change of Control Event, each Bondholder shall during a period of sixty (60) days from the effective date of a notice from the Issuer of the Change of Control Event pursuant to Clause 12.1(a) (after which time period such right shall lapse), have the right to request that all of its Bonds be repurchased at a price per Bond equal to 101 per cent. of the Nominal Amount together with accrued but unpaid Interest. However, such period may not start earlier than upon the occurrence of the Change of Control Event.
- (b) The notice from the Issuer pursuant to Clause 12.1(a) shall specify the Record Date on which a person shall be registered as a Bondholder to receive interest and principal, the Redemption Date and include instructions about the actions that a Bondholder needs to take if it wants Bonds held by it to be repurchased. If a Bondholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer shall repurchase the relevant Bonds and the repurchase amount shall fall due on the Redemption Date specified in the notice given by the Issuer pursuant to Clause 12.1(a). The Redemption Date must fall no later than twenty (20) Business Days after the end of the period referred to in Clause 11.4(a).
- (c) The Issuer shall comply with the requirements of any applicable securities laws or regulations in connection with the repurchase of Bonds. To the extent that the provisions of such laws and regulations conflict with the provisions in this Clause 11.4, the Issuer shall comply with the applicable securities laws and

regulations and will not be deemed to have breached its obligations under this Clause 11.4 by virtue of the conflict.

- (d) Any Bonds repurchased by the Issuer pursuant to this Clause 11.4 may at the Issuer's discretion be retained, sold or cancelled.

## **12. Information to Bondholders**

### **12.1 Information from the Issuer**

- (a) The Issuer shall as soon as possible notify the Trustee and the Bondholders when the Issuer is or becomes aware of the occurrence of a Change of Control Event.
- (b) The Issuer shall as soon as possible notify the Trustee (with full particulars) when the Issuer is or becomes aware of the occurrence of any event or circumstance which constitutes an Event of Default, or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing) constitute an Event of Default, and shall provide the Trustee with such further information as it may reasonably request in writing following receipt of such notice. Should the Trustee not receive such information, the Trustee is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Trustee does not have actual knowledge of such event or circumstance.
- (c) The Issuer is only obliged to inform the Trustee according to this Clause 12.1 if informing the Trustee would not conflict with any applicable laws, authority or court orders.

### **12.2 Information from the Trustee**

The Trustee is entitled to disclose to the Bondholders any event or circumstance directly or indirectly relating to the Issuer or the Bonds. Notwithstanding the foregoing, the Trustee may if it considers it to be beneficial to the interests of the Bondholders delay disclosure or refrain from disclosing certain information other than in respect of an Event of Default that has occurred and is continuing.

### **12.3 Information among the Bondholders**

Upon request by a Bondholder, the Trustee shall promptly distribute to the Bondholders any information from such Bondholder which relates to the Bonds. The Trustee may require that the requesting Bondholder reimburses any costs or expenses incurred, or to be incurred, by the Trustee in doing so (including a reasonable fee for the work of the Trustee) before any such information is distributed.

## **12.4 Publication of Finance Documents**

- (a) The latest version of these Terms and Conditions (including any document amending these Terms and Conditions) shall be available on the website of the Issuer and/or the Parent and the Trustee.
- (b) The latest versions of the other Finance Documents shall be available to the Bondholders at the office of the Trustee during normal business hours.

## **13. General Undertakings**

### **13.1 General**

The Issuer undertakes to (and shall, where applicable, procure that its Subsidiaries will) comply with the undertakings set out in this Clause 13 for as long as any Bonds remain outstanding.

### **13.2 Distributions from the Issuer**

The Issuer shall not (i) pay any dividend on its shares, (ii) repurchase any of its own shares, (iii) redeem its share capital or other restricted equity with repayment to shareholders, (iv) make any repayments on loans to the direct or indirect shareholder of the Issuer, or any Affiliates of the Issuer or its shareholders, (other than repayment of the Down Payment Loan) or (v) make any other similar distribution or transfers of value to the direct or indirect shareholder of the Issuer, or any Affiliates of the Issuer.

### **13.3 Nature of Business**

The Issuer shall procure that no substantial change is made to the general nature of the business carried on by the Group as of the Issue Date if such change is reasonably likely to have a Material Adverse Effect.

### **13.4 Financial Indebtedness**

The Issuer shall not (and shall ensure that neither of its Subsidiaries) incur any additional Financial Indebtedness, provided however that the Issuer and the Property Company may incur Financial Indebtedness that constitute Permitted Debt.

### **13.5 Disposal of Assets**

The Issuer shall not (and shall ensure that neither of its Subsidiaries) sell or otherwise dispose of all or substantially all of its assets or operations to any person, other than permitted disposals made in accordance with Clause 13.10 (*Permitted Disposals*).

### **13.6 Negative Pledge**

The Issuer shall not (and shall ensure that neither of its Subsidiaries) provide, prolong or renew any guarantee or security over any of its assets (present or future), provided however that the Issuer and the Property Company may provide, prolong and renew any Permitted Security.

### **13.7 Financial Support**

The Issuer shall not (and shall ensure that neither of its Subsidiaries) provide any loan or security or guarantee to or for the benefit of any party, other than the Permitted Debt.

### **13.8 Dealings with Related Parties**

The Issuer shall (and shall ensure that its Subsidiaries) conduct all dealings with the direct and indirect shareholders of the Issuer and/or any Affiliates of such direct and indirect shareholders at arm's length terms.

### **13.9 Environmental Compliance**

The Issuer shall (and shall ensure that its Subsidiaries) comply with all applicable environmental authorisations, regulations and laws and any orders issued by any public authority.

### **13.10 Permitted Disposals**

- (a) The Issuer may dispose of the shares in the Property Company and the General Partner by requesting a release of the Security over the shares in the Property Company and the General Partner from the Security Agent. Prior to such disposal, the Issuer shall present executed acquisition agreement(s) to the Security Agent, showing that the net disposal proceeds from such disposals, after discharge of any Project Facility, are sufficient to redeem the Bonds and the Senior Bonds, including accrued interest.
- (b) The Property Company may dispose of the Store Kongensgade Properties;
  - (i) *individually* (including individual apartments), provided that;
    - (A) the minimum net disposal proceeds for the Student Apartments, determined on the basis of the average price per square meter obtained for the sold Student Apartments, will amount to a minimum total anticipated sales price of DKK 149,910,000, less five (5) per cent;
    - (B) the minimum net disposal proceeds for the Residential Apartments, determined on the basis of the average price per square meter obtained for the sold Residential Apartments, will amount to a minimum total anticipated sales price of DKK 76,395,000, less five (5) per cent; and
    - (C) the minimum net disposal proceeds for the Commercial Retail Space, amounts to the anticipated sales price of DKK 57,181,111, less five (5) per cent; or
  - (ii) *combined*, provided that, the Issuer shall present executed acquisition agreement(s) to the Trustee, showing that the net disposal proceeds from sold and to be sold assets, after discharge of any Project Facility,

are in aggregate sufficient to redeem the Bonds and the Senior Bonds including accrued interest.

- (c) Any net disposal proceeds which are not applied to discharge the Project Facility shall be deposited on the Blocked Account, pending repayment of the Bonds, including accrued interest. If the net disposal proceeds are received by the Property Company, such funds shall to the extent permitted by applicable law, provided that the Property Company shall use its best efforts to overcome any such obstacle, be lent or distributed to the Issuer and deposited by the Issuer on the Blocked Account.

## **14. Events of Default and Acceleration of the Bonds**

Each of the events or circumstances set out in this Clause 14 (other than Clause 14.10 (*Acceleration of the Bonds*)) is an Event of Default.

### **14.1 Non-Payment**

The Issuer fails to pay an amount on the date it is due in accordance with the Finance Documents, unless its failure to pay is caused by administrative or technical error and payment is made within five (5) Business Days of the due date.

### **14.2 Other Obligations**

The Issuer does not comply with its obligations under the Finance Documents, in any other way than as set out under Clause 14.1 above, unless the non-compliance (i) is capable of remedy and (ii) is remedied within fifteen (15) Business Days of the earlier of the Trustee giving notice and the Issuer becoming aware of the non-compliance.

### **14.3 Cross-acceleration**

- (a) Any financial indebtedness of the Issuer or the Property Company or the General Partner is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).
- (b) Any commitment for any financial indebtedness of the Issuer or the Property Company or the General Partner is cancelled or suspended by a creditor of the Issuer or the Property Company or the General Partner as a result of an event of default (however described).
- (c) Any creditor of the Issuer or the Property Company or the General Partner declares any financial indebtedness of the Issuer or the Property Company or the General Partner due and payable prior to its specified maturity as a result of an event of default (however described).
- (d) No Event of Default will occur under this Clause 14.3 if the aggregate amount of financial indebtedness or commitment for financial indebtedness falling within paragraphs (a) to (c) above is less than DKK 3,000,000 (or its equivalent in any other currency or currencies).



#### **14.4 Insolvency**

- (a) Any of the Issuer or the Property Company or the General Partner is unable or admits inability to pay its debts as they fall due or is declared to be unable to pay its debts under applicable law, suspends making payments on its debts generally or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors with a view to rescheduling its Financial Indebtedness; or
- (b) a moratorium is declared in respect of the Financial Indebtedness of any of the Issuer or the Property Company or the General Partner.

#### **14.5 Insolvency Proceedings**

Any corporate action, legal proceedings or other procedures are taken (other than proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within 30 Business Days of commencement or, if earlier, the date on which it is advertised) in relation to:

- (a) the suspension of payments, winding-up, dissolution, administration or reorganisation (by way of voluntary agreement, scheme of arrangement or otherwise) of any of the Issuer or the Property Company or the General Partner; and
- (b) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any of the Issuer or the Property Company or the General Partner or any of their assets or any analogous procedure or step is taken in any jurisdiction.

#### **14.6 Mergers and Demergers**

A decision is made that any of the Issuer or the Property Company or the General Partner shall be demerged or merged if such merger or demerger is likely to have a Material Adverse Effect, provided that a merger involving the Issuer, where the Issuer is not the surviving entity, shall always be considered an Event of Default and provided that the Issuer may not be demerged.

#### **14.7 Creditors' Process**

Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of any of the Issuer or the Property Company or the General Partner having an aggregate value of an amount equal to or exceeding DKK 3,000,000 and is not discharged within 30 days.

#### **14.8 Impossibility or Illegality**

It is or becomes impossible or unlawful for the Issuer or any other party to the Finance Documents to fulfil or perform any of the provisions of the Finance Documents or if the obligations under the Finance Documents are not, or cease to be, legal, valid, binding and enforceable.

## 14.9 Continuation of the Business

Any of the Issuer or the Property Company or the General Partner ceases to carry on its business or in the case of a merger or a demerger as stipulated in Clause 14.6 above.

## 14.10 Acceleration of the Bonds

- (a) If an Event of Default has occurred and is continuing, the Trustee is entitled to, on behalf of the Bondholders (i) by notice to the Issuer, declare all, but not some only, of the Bonds due for payment together with any other amounts payable under the Finance Documents, immediately or at such later date as the Trustee determines (but such date may not fall after the Final Maturity Date), and (ii) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents.
- (b) The Trustee may not accelerate the Bonds in accordance with Clause 14.10(a) by reference to a specific Event of Default if it is no longer continuing or if it has been decided, on a Bondholders' Meeting or by way of a Written Procedure, to waive such Event of Default (temporarily or permanently).
- (c) The Trustee shall notify the Bondholders of an Event of Default within five (5) Business Days of the date on which the Trustee received actual knowledge of that an Event of Default has occurred and is continuing. The Trustee shall, within twenty (20) Business Days of the date on which the Trustee received actual knowledge of that an Event of Default has occurred and is continuing, decide if the Bonds shall be accelerated. If the Trustee decides not to accelerate the Bonds, the Trustee shall promptly inform the Bondholders of the reason for not accelerating at that time or seek instructions from the Bondholders in accordance with Clause 16 (*Decisions by Bondholders*). The Trustee shall always be entitled to take the time necessary to consider whether an occurred event constitutes an Event of Default.
- (d) If the Bondholders (in accordance with these Terms and Conditions) instruct the Trustee to accelerate the Bonds, the Trustee shall, provided that the provisions of the Intercreditor Agreement have been complied with, promptly declare the Bonds due and payable and take such actions as, in the opinion of the Trustee, may be necessary or desirable to enforce the rights of the Bondholders under the Finance Documents, unless the relevant Event of Default is no longer continuing.
- (e) If the right to accelerate the Bonds is based upon a decision of a court of law, an arbitral tribunal or a government authority, it is not necessary that the decision has become enforceable under law or that the period of appeal has expired in order for cause of acceleration to be deemed to exist.
- (f) In the event of an acceleration of the Bonds in accordance with this Clause 14.10, the Issuer shall redeem all Bonds with an amount equal to the redemption amount specified in Clause 11.3 (*Voluntary Total Redemption (call option)*), as applicable considering when the acceleration occurs.

## 15. Distribution of Proceeds

(a) Subject to Clause 11 (*Application of Recoveries*) under the Intercreditor Agreement, all payments by the Issuer relating to the Bonds and the Finance Documents following an acceleration of the Bonds in accordance with Clause 14 (*Events of Default and Acceleration of the Bonds*) and any proceeds received from an enforcement of the Transaction Security shall (following a disbursement in accordance with Clause 11 (*Application of recoveries*) under the Intercreditor Agreement, where the Senior Bondholders have been discharged in full), be applied in the following order of priority, in accordance with the instructions of the Trustee:

- (i) *first*, in or towards payment pro rata of (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Trustee in accordance with the Trustee Agreement (other than any indemnity given for liability against the Bondholders), (ii) other costs, expenses and indemnities relating to the acceleration of the Bonds or the protection of the Bondholders' rights as may have been incurred by the Trustee, (iii) any costs incurred by the Trustee for external experts that have not been reimbursed by the Issuer in accordance with Clause 20.2(e), and (iv) any costs and expenses incurred by the Trustee in relation to a Bondholders' Meeting or a Written Procedure that have not been reimbursed by the Issuer in accordance with Clause 16(c), together with default interest in accordance with Clause 10(e) on any such amount calculated from the date it was due to be paid or reimbursed by the Issuer;
- (ii) *secondly*, in or towards payment *pro rata* of accrued but unpaid Interest under the Bonds;
- (iii) *thirdly*, in or towards payment pro rata of any unpaid principal under the Bonds; and
- (iv) *fourthly*, in or towards payment pro rata of any other costs or outstanding amounts unpaid under the Finance Documents, including default interest in accordance with Clause 10(e) on delayed payments of Interest and repayments of principal under the Bonds.

Any excess funds after the application of proceeds in accordance with paragraphs (i) to (iv) above shall be paid to the Issuer.

(b) Funds that a Bondholder receives (directly or indirectly) in connection with the acceleration of the Bonds or the enforcement of the Transaction Security shall constitute escrow funds (*Sw. redovisningsmedel*) and must be promptly turned over to the Trustee to be applied in accordance with this Clause 15 as soon as reasonably practicable.

## 16. Decisions by Bondholders

- (a) Any decision by the Bondholders on a matter relating to the Finance Documents shall (at the option of the Trustee) be dealt with at a Bondholders' Meeting or by way of a Written Procedure.
- (b) Any request from the Issuer or a Bondholder (or Bondholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request may only be validly made by a person who is a Bondholder on the Business Day immediately following the day on which the request is received by the Trustee and shall, if made by several Bondholders, be made by them jointly) for a decision by the Bondholders on a matter relating to the Finance Documents shall be directed to the Trustee and dealt with at a Bondholders' Meeting or by way of a Written Procedure, as determined by the Trustee. The person requesting the decision may suggest the form for decision making, but if it is in the Trustee's opinion more appropriate that a matter is dealt with at a Bondholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Bondholders' Meeting.
- (c) The Trustee may refrain from convening a Bondholders' Meeting or instigating a Written Procedure if (i) the suggested decision must be approved by any person in addition to the Bondholders and such person has informed the Trustee that an approval will not be given, or (ii) the suggested decision is not in accordance with applicable laws.
- (d) Should the Trustee not convene a Bondholders' Meeting or instigate a Written Procedure in accordance with these Terms and Conditions, without Clause 16(c) being applicable, the Issuer or the Bondholder(s) requesting a decision by the Bondholders may convene such Bondholders' Meeting or instigate such Written Procedure, as the case may be, instead.
- (e) Should the Issuer want to replace the Trustee, it may (i) convene a Bondholders' Meeting in accordance with Clause 17(a) or (ii) instigate a Written Procedure by sending communication in accordance with Clause 18(a), in both cases with a copy to the Trustee. After a request from the Bondholders pursuant to Clause 20.4(c), the Issuer shall no later than ten (10) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Bondholders Meeting in accordance with Clause 17(a). The Issuer shall inform the Trustee before a notice for a Bondholders' Meeting or communication relating to a Written Procedure where the Trustee is proposed to be replaced is sent and shall, on the request of the Trustee, append information from the Trustee together with the a notice or the communication.
- (f) Only a person who is, or who has been provided with a power of attorney pursuant to Clause 7 (*Right to Act on Behalf of a Bondholder*) from a person who is, registered as a Bondholder:
  - (i) on the Business Day specified in the notice pursuant to Clause 17(b) of the Bondholders' Meeting, or

- (ii) on the Business Day specified in the communication pursuant to Clause 18(b), in respect of a Written Procedure,

may exercise voting rights as a Bondholder at such Bondholders' Meeting or in such Written Procedure, provided that the relevant Bonds are included in the definition of Adjusted Nominal Amount. Such Business Day specified pursuant to paragraph (i) or (ii) above must fall no earlier than one (1) Business Day after the effective date of the notice or communication, as the case may be.

- (g) Subject to the terms of the Intercreditor Agreement, the following matters shall require the consent of Bondholders representing at least sixty-six and two thirds ( $66 \frac{2}{3}$ ) per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 18(b):

- (i) a change to the terms of any of Clauses 2(a), 2(e) and 5(b);
- (ii) a change to the terms for the distribution of proceeds set out in Clause 15 (*Distribution of Proceeds*);
- (iii) a change to the terms dealing with the requirements for Bondholders' consent set out in this Clause 16;
- (iv) a change to the definition "Interest Rate" set out in Clause 1.1 (*Definitions*);
- (v) a release of the Transaction Security, except in accordance with the terms of the Security Documents;
- (vi) a change of Issuer, an extension of the tenor of the Bonds or any delay of the due date for payment of any principal or interest on the Bonds;
- (vii) a mandatory exchange of the Bonds for other securities; and
- (viii) early redemption of the Bonds, other than upon an acceleration of the Bonds pursuant to Clause 14 (*Events of Default and Acceleration of the Bonds*) or as otherwise permitted or required by these Terms and Conditions.

- (h) Any matter not covered by Clause 16(g) shall require the consent of Bondholders representing more than fifty (50) per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 18(b). This includes, but is not limited to, any amendment to, or waiver of, the terms of any Finance Document that does not require a higher majority (other than an amendment permitted pursuant to Clause 19(a)(i) or 19(a)(ii)) or an acceleration of the Bonds or the enforcement of any Transaction Security.

- (i) Quorum at a Bondholders' Meeting or in respect of a Written Procedure only exists if a Bondholder (or Bondholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount in case of a matter pursuant to Clause 16(g), and otherwise twenty (20) per cent. of the Adjusted Nominal Amount:
  - (i) if at a Bondholders' Meeting, attend the meeting in person or by telephone conference (or appear through duly authorised representatives); or
  - (ii) if in respect of a Written Procedure, reply to the request.

If a quorum exists for some but not all of the matters to be dealt with at a Bondholders' Meeting or by a Written Procedure, decisions may be taken in the matters for which a quorum exists.

- (j) If a quorum does not exist at a Bondholders' Meeting or in respect of a Written Procedure, the Trustee or the Issuer shall convene a second Bondholders' Meeting (in accordance with Clause 17(a)) or initiate a second Written Procedure (in accordance with Clause 18(a)), as the case may be, provided that the person(s) who initiated the procedure for Bondholders' consent has confirmed that the relevant proposal is not withdrawn. For the purposes of a second Bondholders' Meeting or second Written Procedure pursuant to this Clause 16(j), the date of request of the second Bondholders' Meeting pursuant to Clause 17(a) or second Written Procedure pursuant to Clause 18(a), as the case may be, shall be deemed to be the relevant date when the quorum did not exist. The quorum requirement in Clause 16(i) shall not apply to such second Bondholders' Meeting or Written Procedure.
- (k) Any decision which extends or increases the obligations of the Issuer or the Trustee, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Trustee, under the Finance Documents shall be subject to the Issuer's or the Trustee's consent, as applicable.
- (l) A Bondholder holding more than one Bond need not use all its votes or cast all the votes to which it is entitled in the same way and may in its discretion use or cast some of its votes only.
- (m) The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Bondholder for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Bondholders that consent at the relevant Bondholders' Meeting or in a Written Procedure within the time period stipulated for the consideration to be payable or the time period for replies in the Written Procedure, as the case may be.
- (n) A matter decided at a duly convened and held Bondholders' Meeting or by way of Written Procedure is binding on all Bondholders, irrespective of them being present or represented at the Bondholders' Meeting or responding in the Written Procedure. The Bondholders that have not adopted or voted for a

decision shall not be liable for any damages that this may cause other Bondholders.

- (o) All reasonable costs and expenses incurred by the Issuer or the Trustee for the purpose of convening a Bondholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Trustee, shall be paid by the Issuer.
- (p) If a decision is to be taken by the Bondholders on a matter relating to the Finance Documents, the Issuer shall promptly at the request of the Trustee provide the Trustee with a certificate specifying the number of Bonds (and the relevant denomination of such Bonds) owned by Group Companies, irrespective of whether such person is directly registered as owner of such Bonds. The Trustee shall not be responsible for the accuracy of such certificate or otherwise be responsible for determining whether a Bond is owned by a Group Company.
- (q) Information about decisions taken at a Bondholders' Meeting or by way of a Written Procedure shall promptly be sent by notice to the Bondholders and be published on the websites of the Issuer and the Trustee, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Bondholders' Meeting or Written Procedure shall at the request of a Bondholder be sent to it by the Issuer or the Trustee, as applicable.

## **17. Bondholders' Meeting**

- (a) The Trustee shall convene a Bondholders' Meeting as soon as practicable and in any event no later than ten (10) Business Days after receipt of a valid request from the Issuer or the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a notice thereof to each person who is registered as a Bondholder on a date selected by the Trustee which falls no more than five (5) Business Days prior to the date on which the notice is sent.
- (b) The notice pursuant to Clause 17(a) shall include (i) time for the meeting, (ii) place for the meeting, (iii) agenda for the meeting (including each request for a decision by the Bondholders), (iv) the day on which a person must be a Bondholder in order to exercise Bondholders' rights at the Bondholders' Meeting, and (v) a form of power of attorney. Only matters that have been included in the notice may be resolved upon at the Bondholders' Meeting. Should prior notification by the Bondholders be required in order to attend the Bondholders' Meeting, such requirement shall be included in the notice.
- (c) The Bondholders' Meeting shall be held no earlier than ten (10) Business Days and no later than thirty (30) Business Days after the effective date of the notice.
- (d) Without amending or varying these Terms and Conditions, the Trustee may prescribe such further regulations regarding the convening and holding of a

Bondholders' Meeting as the Trustee may deem appropriate. Such regulations may include a possibility for Bondholders to vote without attending the meeting in person.

## **18. Written Procedure**

- (a) The Trustee shall instigate a Written Procedure as soon as practicable and in any event no later than ten (10) Business Days after receipt of a valid request from the Issuer or the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a communication to each person who is registered as a Bondholder on a date selected by the Trustee which falls no more than five (5) Business Days prior to the date on which the communication is sent.
- (b) A communication pursuant to Clause 18(a) shall include (i) each request for a decision by the Bondholders, (ii) a description of the reasons for each request, (iii) a specification of the Business Day on which a person must be registered as a Bondholder in order to be entitled to exercise voting rights, (iv) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney, and (v) the stipulated time period within which the Bondholder must reply to the request (such time period to last at least ten (10) Business Days and not longer than thirty (30) Business Days from the effective date of the communication pursuant to Clause 18(a)). If the voting is to be made electronically, instructions for such voting shall be included in the communication.
- (c) When consents from Bondholders representing the requisite majority of the total Adjusted Nominal Amount pursuant to Clauses 16(g) and 16(h) have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 16(g) or 16(h), as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

## **19. Amendments and Waivers**

- (a) Subject to the terms of the Intercreditor Agreement, the Issuer and the Trustee (acting on behalf of the Bondholders) may agree to amend the Finance Documents or waive any provision in a Finance Document, provided that:
  - (i) such amendment or waiver is not detrimental to the interest of the Bondholders, or is made solely for the purpose of rectifying obvious errors and mistakes;
  - (ii) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or
  - (iii) such amendment or waiver has been duly approved by the Bondholders in accordance with Clause 16 (*Decisions by Bondholders*).



- (b) The Trustee shall promptly notify the Bondholders of any amendments or waivers made in accordance with Clause 19(a), setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to the Finance Documents are published in the manner stipulated in Clause 12.3 (*Information among the Bondholders*). The Issuer shall ensure that any amendments to the Finance Documents are duly registered with the relevant CSD and each other relevant organisation or authority (to the extent such registration is possible in accordance with the rules of each CSD).
- (c) An amendment to the Finance Documents shall take effect on the date determined by the Bondholders Meeting, in the Written Procedure or by the Trustee, as the case may be.

## **20. Appointment and Replacement of the Trustee**

### **20.1 Appointment of the Trustee**

- (a) By subscribing for Bonds, each initial Bondholder:
  - (i) appoints the Trustee to act as its Trustee in all matters relating to the Bonds and the Finance Documents, and authorises the Trustee to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Terms and Conditions) in any legal or arbitration proceedings relating to the Bonds held by such Bondholder, including the winding-up, dissolution, liquidation, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) (or its equivalent in any other jurisdiction) of the Issuer including any legal or arbitration proceeding relating to the perfection, preservation, protection or enforcement of the Transaction Security;
  - (ii) (confirms the appointment under the Intercreditor Agreement of the Security Agent to act as its agent in all matters relating to the Transaction Security, the Security Documents, the Guarantee and the Guarantee Agreement, including any legal or arbitration proceeding relating to the perfection, preservation, protection or enforcement of the Transaction Security and the Guarantee and acknowledges and agrees that the rights, obligations, role of and limitations of liability for the Security Agent is further regulated in the Intercreditor Agreement.
- (b) By acquiring Bonds, each subsequent Bondholder confirms the appointment and authorisation for the Trustee to act on its behalf, as set out in Clause 20.1(a).
- (c) Each Bondholder shall immediately upon request provide the Trustee with any such documents, including a written power of attorney (in form and substance satisfactory to the Trustee), that the Trustee deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. The Trustee is under no obligation to represent a Bondholder which does not comply with such request.

- (d) The Issuer shall promptly upon request provide the Trustee with any documents and other assistance (in form and substance satisfactory to the Trustee), that the Trustee deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.
- (e) The 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 and the Trustee Agreement and the Trustee's obligations as Trustee under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.
- (f) The Trustee may act as Trustee or trustee for several issues of securities issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

## **20.2 Duties of the Trustee**

- (a) The Trustee shall represent the Bondholders in accordance with the Finance Documents, and, where relevant, in relation to instructions to the Trustee to enforce the Transaction Security on behalf of the Bondholders. Except as specified in Clause 4 (*Conditions Precedent for Disbursement*), the Trustee is not responsible for the execution or enforceability of the Finance Documents.
- (b) When acting in accordance with the Finance Documents, the Trustee is always acting with binding effect on behalf of the Bondholders. The Trustee shall carry out its duties under the Finance Documents in a reasonable, proficient and professional manner, with reasonable care and skill.
- (c) The Trustee is entitled to delegate its duties to other professional parties, but the Trustee shall remain liable for the actions of such parties under the Finance Documents.
- (d) The Trustee shall treat all Bondholders equally and, 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.
- (e) The Trustee is entitled to engage external experts when carrying out its duties under the Finance Documents. The Issuer shall on demand by the Trustee pay all reasonable costs for external experts engaged after the occurrence of an Event of Default, or for the purpose of investigating or considering (i) an event which the Trustee reasonably believes is or may lead to an Event of Default or (ii) a matter relating to the Issuer which the Trustee reasonably believes may be detrimental to the interests of the Bondholders under the Finance Documents. Any compensation for damages or other recoveries received by the Trustee from external experts engaged by it for the purpose of carrying out its duties under the Finance Documents shall be distributed in accordance with Clause 15 (*Distribution of Proceeds*).

- (f) The Trustee shall, as applicable, enter into agreements with each CSD, and comply with such agreement and the CSD Regulations applicable to the Trustee, as may be necessary in order for the Trustee to carry out its duties under the Finance Documents.
- (g) Notwithstanding any other provision of the Finance Documents to the contrary, the 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 in the Trustee's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Trustee) in complying with instructions of the Bondholders, or taking any action at its own initiative, will not be covered by the Issuer, the Trustee may refrain from acting in accordance with such instructions, or taking such action, until it has received such indemnities (or adequate Security has been provided therefore) as it may reasonably require.
- (i) The Trustee shall give a notice to the Bondholders (i) 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 Trustee under the Finance Documents or (ii) if it refrains from acting for any reason described in Clause 20.2(h).

### **20.3 Limited liability for the Trustee**

- (a) The 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 negligence or wilful misconduct. The Trustee shall never be responsible for indirect loss.
- (b) The Trustee shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts engaged by the Trustee or if the Trustee has acted with reasonable care in a situation when the Trustee considers that it is detrimental to the interests of the Bondholders to delay the action in order to first obtain instructions from the Bondholders.
- (c) The Trustee shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance Documents to be paid by the Trustee to the Bondholders, provided that the Trustee has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Trustee for that purpose.
- (d) The Trustee shall have no liability to the Bondholders for damage caused by the Trustee acting in accordance with instructions of the Bondholders given in accordance with Clause 16 (*Decisions by Bondholders*) or a demand by Bondholders given pursuant to Clause 14.10.

- (e) Any liability towards the Issuer which is incurred by the Trustee in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Bondholders under the Finance Documents.

#### **20.4 Replacement of the Trustee**

- (a) Subject to Clause 20.4(f), the Trustee may resign by giving notice to the Issuer and the Bondholders, in which case the Bondholders shall appoint a successor Trustee at a Bondholders' Meeting convened by the retiring Trustee or by way of Written Procedure initiated by the retiring Trustee.
- (b) Subject to Clause 20.4(f), if the Trustee is Insolvent, the Trustee shall be deemed to resign as Trustee with immediate effect and the Issuer shall within ten (10) Business Days appoint a successor Trustee which shall be an independent financial institution or other reputable company which regularly acts as Trustee under debt issuances.
- (c) A Bondholder (or Bondholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice may only be validly given by a person who is a Bondholder on the Business Day immediately following the day on which the notice is received by the Issuer and shall, if given by several Bondholders, be given by them jointly), require that a Bondholders' Meeting is held for the purpose of dismissing the Trustee and appointing a new Trustee. The Issuer may, at a Bondholders' Meeting convened by it or by way of Written Procedure initiated by it, propose to the Bondholders that the Trustee be dismissed and a new Trustee appointed.
- (d) If the Bondholders have not appointed a successor Trustee within ninety (90) days after (i) the earlier of the notice of resignation was given or the resignation otherwise took place or (ii) the Trustee was dismissed through a decision by the Bondholders, the Issuer shall appoint a successor Trustee which shall be an independent financial institution or other reputable company which regularly acts as Trustee under debt issuances.
- (e) The retiring Trustee shall, at its own cost, make available to the successor Trustee such documents and records and provide such assistance as the successor Trustee may reasonably request for the purposes of performing its functions as Trustee under the Finance Documents.
- (f) The Trustee's resignation or dismissal shall only take effect upon the appointment of a successor Trustee and acceptance by such successor Trustee of such appointment and the execution of all necessary documentation to effectively substitute the retiring Trustee.
- (g) Upon the appointment of a successor, the retiring Trustee shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of the Finance Documents and remain liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Trustee. Its successor, the Issuer and each of the

Bondholders shall have the same rights and obligations amongst themselves under the Finance Documents as they would have had if such successor had been the original Trustee.

- (h) In the event that there is a change of the Trustee in accordance with this Clause 20.4, the Issuer shall execute such documents and take such actions as the new Trustee may reasonably require for the purpose of vesting in such new Trustee the rights, powers and obligation of the Trustee and releasing the retiring Trustee from its further obligations under the Finance Documents. Unless the Issuer and the new Trustee agree otherwise, the new Trustee shall be entitled to the same fees and the same indemnities as the retiring Trustee.

## **21. Appointment and Replacement of the Paying Agent**

- (a) The Issuer appoints the Paying Agent to manage certain specified tasks under these Terms and Conditions and in accordance with the legislation, rules and regulations applicable to and/or issued by each CSD and relating to the Bonds.
- (b) The Paying Agent may retire from its assignment or be dismissed by the Issuer, provided that the Issuer has approved that a commercial bank or securities institution approved by each CSD accedes as new Paying Agent at the same time as the old Paying Agent retires or is dismissed. If the Paying Agent is Insolvent, the Issuer shall immediately appoint a new Paying Agent, which shall replace the old Paying Agent as paying agent in accordance with these Terms and Conditions.

## **22. Appointment and Replacement of the CSD**

- (a) The Issuer has appointed each CSD to manage certain tasks under these Terms and Conditions and in accordance with the CSD Regulations and the other regulations applicable to the Bonds.
- (b) Each CSD may retire from its assignment or be dismissed by the Issuer, provided that the Issuer has effectively appointed a replacement CSD that accedes as CSD at the same time as the old CSD retires or is dismissed and provided also that the replacement does not have a negative effect on any Bondholder. The replacing CSD must be authorised to professionally conduct clearing operations and be authorised as a central securities depository in accordance with applicable law.

## **23. No Direct Actions by Bondholders**

- (a) A Bondholder may not take any steps whatsoever against the Issuer or with respect to the Transaction Security to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) (or its equivalent in any other jurisdiction) of the Issuer in relation to any of the obligations and liabilities of the Issuer under the Finance Documents. Such steps may only be taken by the Trustee.

- (b) Paragraph (a) above shall not apply if:
  - (i) the Trustee has been instructed by the Bondholders in accordance with the Finance Documents to take certain actions but fails for any reason to take, or is unable to take (for any reason other than a failure by a Bondholder to provide documents in accordance with Clause 20.1(c)), such actions within a reasonable period of time and such failure or inability is continuing. However, if the failure to take certain actions is caused by the non-payment by the Issuer of any fee or indemnity due to the Trustee under the Finance Documents or by any reason described in Clause 20.2(h), such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 20.2(i) before a Bondholder may take any action referred to in paragraph (a) above; or
  - (ii) the Security Agent has been instructed by the Instructing Party (as defined in the Intercreditor Agreement) in accordance with the Intercreditor Agreement to enforce the Transaction Security and/or Guarantee but is legally unable to take such enforcement actions.
- (c) The provisions of paragraph (a) above shall not in any way limit an individual Bondholder's right to claim and enforce payments which are due by the Issuer to some but not all Bondholders.

## **24. Prescription**

- (a) The right to receive repayment of the principal of the Bonds shall be prescribed and become void ten (10) years from the Redemption Date. The right to receive payment of interest (excluding any capitalised interest) shall be prescribed and become void three (3) years from the relevant due date for payment. The Issuer is entitled to any funds set aside for payments in respect of which the Bondholders' right to receive payment has been prescribed and has become void.
- (b) If a limitation period is duly interrupted in accordance with the Swedish Act on Limitations (*Sw. preskriptionslag (1981:130)*), a new limitation period of ten (10) years with respect to the right to receive repayment of the principal of the Bonds, and of three (3) years with respect to receive payment of interest (excluding capitalised interest) will commence, in both cases calculated from the date of interruption of the limitation period, as such date is determined pursuant to the provisions of the Swedish Act on Limitations.

## **25. Notices**

### **25.1 Notices**

- (a) Subject to Clause 25.1(c), any notice or other communication to be made under or in connection with the Finance Documents:
  - (i) if to the Trustee, shall be given at the address registered with the Swedish Companies Registration Office (*Sw. Bolagsverket*) on the

Business Day prior to dispatch or, if sent by email by the Issuer, to the email address notified by the Trustee to the Issuer from time to time;

- (ii) if to the Issuer, to the following address:

GG Development 3 ApS  
Att: Thomas Færch  
c/o Gefion Group A/S  
Østergade 1, 2.  
1100 København K  
Denmark  
e-mail: twf@gefiongroup.com

or, if sent by email by the Trustee, to the email address notified by the Issuer to the Trustee from time to time; and

- (iii) (iii) if to the Bondholders, shall (a) if made by the Trustee, be sent via the CSD with a copy to the Issuer, and (b) if made by the Issuer, be sent via the Trustee, alternatively through the CSD and/or to their addresses as registered with the CSD with a copy to the Trustee. A notice to the Bondholders shall also be published on the websites of the Issuer and the Trustee.

- (b) Any notice or other communication made by one person to another under or in connection with the Finance Documents shall be sent by way of courier, personal delivery (or, in terms of notice or other communication to the Bondholders, delivered through the relevant CSD as set out in (a)(iii) above) or letter and will only be effective, in case of courier or personal delivery, when it has been left at the address specified in Clause 23.1(a) or, in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 23.1(a) or in case of notice or other communication posted through the relevant CSD, on the date of the message being issued by the relevant CSD.
- (c) Any notice pursuant to the Finance Documents shall be in English.
- (d) If an Event of Default is continuing, any notice or other communication made by the Trustee to the Issuer under or in connection with the Finance Documents may, provided that the Trustee deems it necessary in order to preserve the Bondholders' rights under the Finance Documents, be sent by email and will be effective on the day of dispatch (unless a delivery failure message was received by the Trustee), save that any notice or other communication sent by email that is sent after 5.00 pm in the place of receipt shall be deemed only to become effective on the following day. Any notice or other communication to be sent by email by the Trustee to the Issuer in accordance with this paragraph (c) shall be sent to the CFO or the CEO of the Issuer, to the email addresses most recently notified by the Issuer to the Trustee.

## 25.2 Press releases

- (a) Any notice that the Issuer or the Trustee shall send to the Bondholders pursuant to Clauses 11.3 (*Voluntary total redemption (call option)*), 11.4 (*Mandatory repurchase due to a Change of Control Event (put option)*), 12.1(a), 12.1(b), 14.10(c), 16(q), 17(a), 18(a) and 19(b) shall also be published by way of press release by the Issuer or the Trustee, as applicable.
- (b) In addition to Paragraph (a) above, if any information relating to the Bonds or the Group contained in a notice the Trustee may send to the Bondholders under these Terms and Conditions has not already been made public by way of a press release, the Trustee shall before it sends such information to the Bondholders give the Issuer the opportunity to issue a press release containing such information. If the Issuer does not promptly issue a press release and the Trustee considers it necessary to issue a press release containing such information before it can lawfully send a notice containing such information to the Bondholders, the Trustee shall be entitled to issue such press release.

## 26. Force Majeure and Limitation of Liability

- (a) Neither the Trustee nor the Paying Agent shall be held responsible for any damage arising out of any legal enactment, or any measure taken by a public authority, or war, strike, lockout, boycott, blockade, natural disaster, insurrection, civil commotion, terrorism or any other similar circumstance (a "**Force Majeure Event**"). The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Trustee or the Paying Agent itself takes such measures, or is subject to such measures.
- (b) The Paying Agent shall have no liability to the Bondholders if it has observed reasonable care. The Paying Agent shall never be responsible for indirect damage with exception of gross negligence and wilful misconduct.
- (c) Should a Force Majeure Event arise which prevents the Trustee or the Paying Agent from taking any action required to comply with these Terms and Conditions, such action may be postponed until the obstacle has been removed.
- (d) The provisions in this Clause 25.2 apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

## 27. Governing Law and Jurisdiction

- (a) These Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Sweden.
- (b) The Issuer submits to the non-exclusive jurisdiction of the District Court of Copenhagen.



- (c) Paragraphs (a) and (b) above shall not limit the right of the Trustee (or the Bondholders, as applicable) to take proceedings against the Issuer in any court which may otherwise exercise jurisdiction over the Issuer or any of its assets.
- (d) Notwithstanding the above, the VPS Bonds shall be registered pursuant to Norwegian securities laws and the SEK Bonds shall be registered pursuant to Swedish securities law.

We hereby certify that the above terms and conditions are binding upon ourselves.

Place:

Date:

**GG DEVELOPMENT 3 ApS**

as Issuer

\_\_\_\_\_

Name:

\_\_\_\_\_

Name:

We hereby undertake to act in accordance with the above terms and conditions to the extent they refer to us.

Place:

Date:

**INTERTRUST (SWEDEN) AB**

as Trustee

\_\_\_\_\_

Name: