

Denne melding til obligasjonseierne er kun utarbeidet på engelsk. For informasjon på norsk - vennligst kontakt Nordic Trustee AS

To the bondholders in:

ISIN: NO0012955105 - KMC Properties ASA FRN senior secured NOK 1,500,000,000 bonds 2023/2026 (the “Bond Issue” or the “Bonds”)

Oslo, 14 June 2024

NOTICE OF A WRITTEN RESOLUTION

1. INTRODUCTION

We refer to the stock exchange notice (the “**Notice**”) from KMC Properties ASA (the “**Existing Issuer**”) on 14 June 2024.

Nordic Trustee AS (the “**Bond Trustee**”) is the appointed bond trustee for the holders of Bonds (the “**Bondholders**”) in the above mentioned Bond Issue issued by the Existing Issuer pursuant to the bond terms dated 3 July 2023 and entered into between the Bond Trustee and the Existing Issuer (as amended and/or restated from time to time) (the “**Bond Terms**”).

All capitalized terms used but not defined herein shall have the meaning assigned to them in the Bond Terms. References to Clauses and paragraphs are references to Clauses and paragraphs in the Bond Terms.

A request for a Written Resolution is hereby made pursuant to Clause 15.2 (a)(i) (*Procedure for Arranging a Bondholders’ meeting*) and Clause 15.5 (*Written Resolutions*) of the Bond Terms (as defined below) to consider approval of the Proposal (as defined below).

The information in this notice regarding the Existing Issuer and market conditions have been provided by the Existing Issuer. The Bond Trustee expressly disclaims any liability whatsoever related to such information. Bondholders are encouraged to read this notice in its entirety.

2. BACKGROUND FOR THE PROPOSAL

As reported in the Notice, the Existing Issuer and the NASDAQ Stockholm listed real estate company Logistea AB (Publ.) (“**Logistea**”) have entered into an agreement whereby Logistea will combine with the Existing Issuer by acquiring the Existing Issuer’s direct subsidiary, KMC Properties Holdco AS, reg. no. 929 307 666, against consideration in the form of newly issued shares in Logistea (the “**Combination**”). The combined company will operate under the Logistea name and become a leading Nordic industrial, warehouse and logistics real estate company focusing on long-term growth, financial stability and sustainability.

The Combination will significantly expand and diversify KMCP's operations, improve its growth prospects and access to capital and enhance its in-house capabilities. The Combination values both companies based on reported net asset value (NAV) as of 31 March 2024 adjusted for certain minor subsequent events. The Combination is expected to be completed on or around 11 July 2024.

To facilitate the completion of the Combination in line with the targeted transaction structure, the Existing Issuer and Logistea are proposing to the Bondholders that:

1. KMC Properties AS (reg. no. 924 527 714) (the “**New Issuer**”) steps in and undertakes the payment obligations as new debtor and new issuer under the Bonds in lieu of the Existing Issuer (the “**Change of Debtor**”).
2. Logistea grants a parent company guarantee for the Secured Obligations and assumes the majority of the Existing Issuer's other obligations under the Bond Terms.

Following completion of the requested process for the Change of Debtor in accordance with the Proposal, as set out in more detail in Appendix 1 (*Form of Amended and restated Bond Terms*), the Existing Issuer will be released from all of its obligations in connection with the Bond Terms and the other Finance Documents.

The proposed amendments to the Bond Terms will include a proposal for Change of Debtor and such further changes and amendments set out in Section 3 (*Proposal*) and Appendix 1 hereto.

In addition to the approval of the proposed changes to the Bond Terms, the Combination remains subject to approval by extraordinary general meetings in Logistea and the Existing Issuer, respectively.

The Existing Issuer has wall-crossed a selected group of holders of the Bonds ahead of the public announcement of the Combination. In aggregate, the wall-crossed investors hold around 40% of the outstanding nominal amount of the Bonds. All the wall-crossed investors have undertaken to vote in favour of the Proposal.

For further information see the presentation published on www.Newsweb.no (Oslo Børs' information platform) at the date hereof.

3. PROPOSAL

Based on the above and the further terms and conditions set out herein, the Existing Issuer proposes that the Bond Terms are amended as follows (the “**Proposal**”) from and including the Effective Date (as defined in Section 4 (*Conditions*)):

- (a) *Issuer*: Following the Change of Debtor, the definition of “Issuer” will be amended to read: “*KMC Properties AS, a company existing under the laws of Norway with registration number 924 527 714 and LEI-code 894500F52FHJSULKSU07*” and all references in the Bond Terms to “KMC Properties ASA” shall be deemed to be references to “*KMC Properties AS*”. The Change of Debtor shall, for the avoidance of doubt, not constitute a Change of Control Event under the Bond Terms.
- (b) *Parent*: Inclusion of a definition of “Parent”, to read “*Logistea AB (Publ.) a company existing under the laws of Sweden with registration number 556627-6241*”.

- (c) Change of control: The definition of “Change of Control Event” will be amended to remove the reference to Bewi Invest AS and consequently read “*means an event where any person or group of persons acting in concert obtain Decisive Influence over the Issuer*”.
- (d) De-Listing Event: The definition of “De-Listing Event” will be amended to read: “De-Listing Event” means an event where the shares of Logistea cease to be listed on Nasdaq Stockholm or any other Exchange.
- (e) Tap Issue: The definition of, and all references to, “Tap Issue” will be deleted throughout the Bond Terms.
- (f) Voluntary early redemption – Call Option: The call schedule will be amended as a consequence of the compensation offered to the Bondholders as set out in Section 4 below.
- (g) Information undertakings:
 - (i) Clause 12.1 (*Financial Reports*) will be amended to replace “The Issuer” with “*The Parent*”.
 - (ii) Clause 12.2 (*Requirements as to Financial Reports*) will be amended to replace “The Issuer” with “*The Parent*”, however so that the Compliance Certificate required to be delivered pursuant to paragraph (a) of Clause 12.2 (*Requirements as to Financial Reports*) will contain the necessary computations to evidence compliance by the Property Group with the Loan-to-Value Ratio.
- (h) Financial covenants: Paragraphs (a) (i), (ii) and (iii) of Clause 13.23 (*Financial covenants*) will be amended to replace “The Issuer” with “*The Parent*”.
- (i) Guarantor: Inclusion of Logistea as guarantor.
- (j) Other amendments: The Bond Terms will include changes and amendment to reflect the Change of Debtor and all related factual changes, all as set out in the Amended and restated Bond Terms, including, but not limited, to:
 - (i) paragraph (a) of Clause 13.13 (*Distributions*) will be amended to replace “the Issuer” with “*the Parent*”.
 - (ii) paragraph (a) (i) and (c) (i) of Clause 13.24 (*Financial Covenants cure*) will be amended to replace “the Issuer” with “*the Parent*”.
 - (iii) paragraph (a) (i) of Clause 13.25 (*Incurrence Test*) will be amended to replace “the Issuer” with “*the Parent*”.
 - (iv) any logical and other necessary changes and amendments in connection with, and to cater for the above, the Change of Debtor and reflection of Logistea undertaking where relevant, the Existing Issuer's obligations under the Bond Terms as evidenced by the Amendment Agreement, or any other non-detrimental further changes or amendments to the Bond Terms which the Bond Trustee may in its sole discretion accept.

The amendments to the Bond Terms proposed in 3 (a) – (j) above shall be incorporated in the Bond Terms in the form set out in Appendix 1 through an amendment and restatement agreement (the “**Amended and restated Bond Terms**”) amending and restating the Bond Terms.

4. COMPENSATION TO BONDHOLDERS

As a compensation for approving the Proposal, the Issuer offers to pay the Bondholders a one-time consent fee (the “**Fee**”) of 1.00% of the Nominal Amount of the Outstanding Bonds, payable pro rata to the Bondholders.

In addition, the Issuer offers to increase the Voluntary early redemption - Call-Option schedule by 0.50%- starting at the First Call Date until and including the Maturity Date (the “**Call Compensation**”). The Fee will only be payable and the Call Compensation will only be implemented if the Proposal is approved by the requisite majority of the Bondholders and the Effective Date occurs.

Subject to the occurrence of the Effective Date, the Fee will be payable to the Bondholders within ten (10) business days after the Effective Date.

5. CONDITIONS

The amendments to the Bond Terms contemplated by the Proposal (when approved by the Bondholders) shall become effective from the date of which the following conditions precedent have, in the Bond Trustee’s sole discretion, been satisfied, delivered or waived (the “**Effective Date**”):

- (a) the Bondholders have approved the Proposal by way of this Written Resolution;
- (b) evidence satisfactory to the Bond Trustee that all conditions for completion of the Combination have been satisfied and/or waived;
- (c) the amendment and restatement agreement in respect of the amended and restated Bond Terms has been duly executed by the New Issuer and the Bond Trustee and relevant conditions precedent therein (if any) are fulfilled, waived or, if applicable, evidenced that they will be fulfilled on or before the Effective Date;
- (d) the amendment agreement to the Intercreditor Agreement has been duly executed by the New Issuer, the Bond Trustee and all other relevant parties;
- (e) copies of all other necessary corporate resolutions of the New Issuer and each Obligor as required (including a power of attorney to certain individuals) to execute the Amended and restated Bond Terms, has been received;
- (f) copies of all other necessary corporate resolutions of the New Issuer and each Obligor as required (including a power of attorney to certain individuals) to execute the Amended and restated Bond Terms, has been received;
- (g) the guarantee from Logistea, duly executed by the parties thereto;
- (h) evidence of all Security and guarantee confirmations and any other confirmations and amendments which may be required by the Bond Trustee in relation to the Transaction Security Documents and any other Finance Documents; and
- (i) legal opinions or other statements as may be required by the Bond Trustee (including in respect of corporate matters relating to the New Issuer and each Obligor and the legality, validity and enforceability of the Amendment Agreement and any other Finance Documents (if applicable)).

If the conditions set out in (a) - (i) above have not been satisfied by 31 December 2024 (unless waived by the Bond Trustee), the Bond Terms shall continue in full force and effect without any changes and amendments set out herein.

6. THE BOND TRUSTEE'S DISCLAIMER/NON-RELIANCE

The request for acceptance of the Proposal is presented to the Bondholders without further evaluation or recommendations from the Bond Trustee. Nothing herein shall constitute a recommendation to the Bondholders from the Bond Trustee. The Bondholders must independently evaluate whether the Proposal is acceptable and vote accordingly.

7. FURTHER INFORMATION

For further information about the Existing Issuer, please visit the Existing Issuer's website at www.kmcp.no and see the Q1 2024 financial report.

For further questions to the Bond Trustee, please contact Lars Erik Lærum at Lærum@nordictrustee.com.

The Existing Issuer has engaged Carnegie AS ("**Carnegie**"), DNB Bank ASA ("**DNB**") and SpareBank 1 Markets ("**SB1 Markets**") as the Existing Issuer's financial advisors (the "**Advisors**") with respect to the Proposal. 1L Bondholders may contact either of the Advisors for further information as follows:

DNB: Jo Mikael Wangen

Carnegie: Torjus Krogdahl

SB1 Markets: Morten Vinje
Rønning

Jo.mikael.wangen@dnb.no

Torjus.krogdahl@carnegie.no

morten.ronning@sb1markets.no

The Advisors are acting solely for and relying on information from the Existing Issuer in connection with the Proposal. No due diligence investigations have been carried out by the Advisors with respect to the Existing Issuer, and the Advisors do not assume any liability in connection with the Proposal (including but not limited to the information contained herein).

8. WRITTEN RESOLUTION:

Bondholders are hereby provided with a voting request for a Written Resolution pursuant to Clause 15.5 (*Written Resolutions*) of the Bond Terms. For the avoidance of doubt, no Bondholders' Meeting will be held with respect to the Proposal.

It is proposed that the Bondholders resolve the following (the "Proposed Resolution"):

"The Proposal (as defined in section 3 of this notice for a Written Resolution) is approved, subject to the conditions set out in section 4 of this notice for a Written Resolution.

The Bond Trustee is hereby authorized to implement the Proposal and carry out other necessary work to implement the Proposal, including to prepare, negotiate, finalize and enter into all necessary agreements in connection with documenting the decisions made by way of this Written Resolution as well as carry out necessary completion work, including agreeing on necessary amendments to the Bond Terms and other Finance Documents."

The Proposed Resolution will be passed if either: (a) Bondholders representing at least a 2/3 majority of the total number of Voting Bonds vote in favour of the Proposed Resolution prior to the expiry of the Voting Period (as defined below); or (b) (i) a quorum representing at least 50% of the total number of Voting Bonds submits a timely response to the notice of a Written Resolution and (ii) the votes cast in favour of the Proposed Resolution represent at least a 2/3 majority of the Voting Bonds that timely responded to the notice of the Written Resolution.

Voting Period: The Voting Period shall expire 10 Business Days after the date of this notice of a Written Resolution, being 28 June 2024 at 13:00 Oslo time. The Bond Trustee must have received all votes necessary in order for the Proposed Resolution to be passed with the requisite majority under the Bond Terms prior to the expiration of the Voting Period.

How to vote: A scan of the duly completed and signed Voting Form (attached hereto as Appendix 2), together with proof of ownership/holdings must be received by the Bond Trustee no later than at the end of the Voting Period and must be submitted by e-mail to mail@nordictrustee.com.

The date of a Written Resolution passed prior to the expiry of the Voting Period is the date when the resolution is approved by the last Bondholder that results in the necessary voting majority being achieved.

If no resolution is passed prior to the expiry of the Voting Period, the number of votes shall be calculated at the expiry of the Voting Period, and a decision will be made based on the quorum and majority requirements set out in Clause 15.1 (*Authority of Bondholders' Meeting*).

If the above resolution is not adopted as proposed herein, the Bond Terms and other Finance Documents will remain unchanged.

Yours sincerely
Nordic Trustee AS


Lars Erik Lærum

Enclosed: Appendix 1: Form of Amendment Agreement
(only included in the stock exchange notice on www.Newsweb.no and
www.Stamdata.com)
Appendix 2: Voting Form

Appendix 1
Form of Amendment Agreement

AMENDED AND RESTATED

BOND TERMS

FOR

**KMC Properties ASA FRN senior secured NOK 1,500,000,000 bonds
2023/2026**

ISIN NO0012955105

~~ISIN NO0012955113 (Initial Temporary Bonds)~~

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ATTACHMENT 4 ORIGINAL GUARANTORS

ATTACHMENT 5 INITIAL PROPERTIES

ATTACHMENT 6 BEWI ACQUISITION PROPERTIES

<u>These BOND TERMS, originally dated 3 July 2023, are amended and restated pursuant to the terms of the Amendment and Restatement Agreement and enter into force as of the Effective Time, and are entered into between:</u>	
ISSUER:	KMC Properties ASA AS, a company existing under the laws of Norway with registration number 990-727-007 <u>924 527 714</u> and LEI-code 5967007LIEEXZX8NJK85 <u>894500F52FHJSULKSU07</u> ; and
BOND TRUSTEE:	Nordic Trustee AS, a company existing under the laws of Norway with registration number 963 342 624 and LEI-code 549300XAKTM2BMKIPT85.
DATED:	3 July 2023
These Bond Terms shall remain in effect for so long as any Bonds remain outstanding.	

1. INTERPRETATION

1.1 Definitions

The following terms will have the following meanings:

“**Acceptable Bank**” means, in relation to Cash and Cash Equivalents, a commercial bank, savings bank or trust company which has a rating of BBB or higher from Standard & Poor’s Ratings Service or Baa2 or higher from Moody’s Investor Service Limited or a comparable rating from a nationally recognized credit rating agency for its long term debt obligations.

“**Accepted Appraiser**” means an independent appraiser appointed by the Issuer and acceptable to the Bond Trustee (and for this purpose Akershus Eiendom AS, Newsec AS and Cushman & Wakefield Realkapital shall be deemed acceptable to the Bond Trustee).

“**Accounting Standard**” means GAAP.

~~“**Additional Bonds**” means the debt instruments issued under a Tap Issue, including any Temporary Bonds.~~

“**Additional Properties**” means, to the extent acquired by a member of the Property Group after the Issue Date:

- (a) any BEWI Acquisition Properties; and

- (b) any industrial and/or logistic properties or land plots with the purpose of developing such properties (for the avoidance of doubt, excluding the Initial Properties, but including both leasehold and freehold properties) which:
 - (i) is either (a) acquired, in whole or in part, with funds deposited on a Disposal Account or (b) designated in writing by the Issuer to the Bond Trustee to be an Additional Property;
 - (ii) are geographically located in the Nordic Region (save for any Additional Properties which, at the time of acquisition, has or will have a lease contract with BEWI ASA or Insula AS, or any of their Subsidiaries or Affiliates (including any joint ventures)); and
 - (iii) have a lease contract on arms-length terms with a minimum lease term of no less than five (5) years remaining at the time of acquisition (and with respect to any land plots acquired for the purpose of constructing industrial and/or logistic properties having the intention of entering into such lease contract).

“**Additional Security**” means the Security created or expressed to be created in favour of the Security Agent (on behalf of the Secured Parties) pursuant to Clause 2.6 (*Additional Security*).

“**Affiliate**” means, in relation to any person:

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

“**Aggregated Market Value**” means:

- (a) in relation to the calculation of the Loan-to-Value Ratio, the aggregated Market Value of all Properties plus:
 - (i) any amount deposited on the Disposal Account; and
 - (ii) the amount of any undisputed claims against insurance companies related to damage or loss on a Property and,
- (b) in relation to the calculation of the Net Loan-to-Value Ratio, the aggregated Market Value of all Properties and other properties (including leasehold and freehold properties) owned by the Group plus the amount of any undisputed claims against insurance companies related to damage or loss on a property, in each case based on the latest Valuation Report.

“**Agreed Security Principles**” means the security principles set out in Attachment 3 to hereto.

“Amendment and Restatement Agreement” means an amendment and restatement agreement relating to the Bonds dated [•] 2024 and entered into by the Parent, the Issuer and the Bond Trustee.

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

“Assignments of Intercompany Loans” means the first priority assignments of the Intercompany Loans in favour of the Security Agent.

“Assignments of Insurances” means the first priority assignments of all monetary claims or confirmation from the relevant insurance companies (or the insurance broker) or, in respect of any Properties located in Denmark, undertaking from the relevant owner of the beneficial interest in the relevant Property, that the Security Agent is registered as co-insured under all insurances in respect of insurance policies related to each Property.

“Attachment” means any schedule, appendix or other attachment to these Bond Terms.

“Bank Account Pledges” means the first priority pledges in the Issuer's and each Guarantor's (other than the Parent) bank accounts, such accounts to be unblocked (except if an Event of Default has occurred and is continuing).

“BEWI Acquisition” means any acquisition of a BEWI Acquisition Property in whole or in part, by using the proceeds from any Tap Issue.

“BEWI Acquisition Property” means any properties listed in Attachment 5 hereto or any other properties or land plots acquired, in whole or in part, by using the proceeds from any Tap Issue as part of the BEWI Acquisition.

“BEWI Acquisition Property Owner” means any Property Group Company which is or becomes the owner of or holder of leasehold rights over (as applicable) a BEWI Acquisition Property following completion of any BEWI Acquisition.

“Bond Currency” means the currency in which the Bonds are denominated, as set out in Clause 2.1 (*Amount, denomination and ISIN of the Bonds*).

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

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

“**Bond Trustee Fee Agreement**” means the agreement entered into between the Issuer and the Bond Trustee relating among other things to the fees to be paid by the Issuer to the Bond Trustee for its obligations relating to the Bonds.

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

“**Bondholders’ Meeting**” means a meeting of Bondholders as set out in Clause 15 (*Bondholders’ Decisions*).

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

“**Business Day**” means a day on which both the relevant CSD settlement system is open, and the relevant settlement system for the Bond Currency is open.

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

“**Call Option**” has the meaning ascribed to such term in Clause 10.2 (*Voluntary early redemption – Call Option*).

“**Call Option Repayment Date**” means the settlement date for any Call Option determined by the Issuer pursuant to Clause 10.2 (*Voluntary early redemption – Call Option*), paragraph (d) of Clause 10.3 (*Mandatory repurchase due to a Put Option Event*) or a date agreed upon between the Bond Trustee and the Issuer in connection with such redemption of Bonds.

“**Cash and Cash Equivalents**” means on any date, the aggregate equivalent in NOK on such date of the then current market value of:

- (a) cash in hand or amounts standing to the credit of any current and/or on deposit accounts with an Acceptable Bank; and
- (b) time deposits with Acceptable Banks and certificates of deposit issued, and bills of exchange accepted, by an Acceptable Bank;

in each case to which any Group Company or Property Group Company (as the case may be) is beneficially entitled at the time and to which any Group Company or Property Group Company (as the case may be) has free and unrestricted access and which is not subject to Security where such account is blocked or becomes blocked under that Security (other than in favour of the Secured Parties).

“**Change of Control Event**” means an event where any person or group of persons acting in concert ~~(in each case other than (directly or indirectly owned by) Bewi Invest AS (reg.no.~~

~~920 225 268) (or any of its Affiliates) acting alone or in concert),~~ obtain Decisive Influence over the Issuer.

“**Closing Procedure**” means a closing procedure agreed between the Bond Trustee and the Issuer where the parties may agree that certain pre-disbursement conditions precedent are to be delivered prior to, in connection with the release of funds from the Escrow Account or as conditions subsequent, provided, however, that perfection of the Transaction Security (except for the Escrow Account Pledge and the Existing Bonds Escrow Account Pledge) shall be established as soon as possible in accordance with the terms of such Closing Procedure on or immediately after the release of funds from the Escrow Account, including to allow for certain matters to be handled post disbursement, as customary or required for practical reasons, and, without limiting the generality of the foregoing and for the sake of good order, the Bond Trustee is authorised, under any Closing Procedure, to agree that the granting and/or perfection of Transaction Security over assets subject to security securing the Existing Debt shall be done immediately after the Existing Debt have been repaid and that the net proceeds from the issuance of the Bonds may be released from the Escrow Account to the Settlement Escrow Account prior to such Security having been granted and/or perfected, provided it is agreed that the relevant Security will be granted and/or perfected upon release of funds from the Settlement Escrow Account in accordance with a Closing Procedure.

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

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

“**Cure Amount**” means cash actually received by the ~~Issuer~~Parent (i) in exchange for fully paid shares in the ~~Issuer~~Parent or (ii) as Subordinated Loans.

“**Danish Capital Markets Act**” means the Danish Capital Markets Act (in Danish: *lov om kapitalmarkeder*), Consolidated Act no. 41 of 13 January 2023 as amended.

“**De-Listing Event**” means an event where the shares of the ~~Issuer~~Parent cease to be listed on ~~Oslo Børs~~Nasdaq Stockholm or any other Exchange.

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

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

“**Default Notice**” has the meaning ascribed to such term in Clause 14.2 (*Acceleration of the Bonds*).

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

“**Disposal Account**” means an account where:

- (a) the proceeds from a disposal pursuant to paragraph (b) of the definition of Permitted Disposal are paid; and/or
- (b) the proceeds from a Loss Event are paid pursuant to Clause 13.22 (*Loss Event*),

and which is blocked and pledged in favour of the Security Agent as Security for the Secured Obligations and may be used only in accordance with Clause 13.21 (*Disposal Account*).

“**Disposal Proceeds**” means the gross proceeds of any sale or disposal of a Property (or as the case may be, the shares of a Property Group Company) to any third party that is not a member of the Property Group less (i) an amount equal to the reasonable costs and expenses associated with that disposal and (ii) any tax incurred and required to be paid by the seller in connection with that disposal (as reasonably determined by the seller, on the basis of existing rates and taking account of any available credit, deduction or allowance).

“**Distribution**” means any dividend payment, repurchase of shares, or other distributions or payments to shareholders (including but not limited to payment of principal or interest on any Subordinated Loans in cash), including without limitation any total return swaps, payments in respect of preference shares or instruments with similar effect.

“**EBITDA**” means, for any Relevant Period (on a consolidated basis for the Group) operating profit before deducting any amount attributable to interest, taxes, depreciation, amortisation, impairment and non-cash expenses.

“**Effective Time**” means the date on which the Bond Trustee has confirmed that all conditions precedent set out in the Amendment and Restatement Agreement have either been fulfilled by the Issuer or waived by the Bond Trustee.

“**Enforcement Proceeds**” shall have the meaning ascribed to such term in paragraph (b) of Clause 2.4 (*Status of the Bonds*).

“**Escrow Account**” means an account in NOK established as a client account with an Acceptable Bank in the name of NT Services AS as escrow agent, with the Issuer being the beneficial owner of such account, and blocked and pledged on first priority as security for the Issuer’s obligations under the Finance Documents.

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

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

“**Exchange**” means:

- (a) Oslo Børs (the Oslo Stock Exchange); or

- (b) any Nordic regulated market as such term is understood in accordance with the Markets in Financial Instruments Directive 2014/65/EU (MiFID II) and Regulation (EU) No. 600/2014 on markets in financial instruments (MiFIR).

“Excluded Subsidiaries” means KMC Properties IV Denmark ApS and any direct or indirect Subsidiaries of the ~~Property Group Parent~~ Issuer which are not designated as Original Guarantors (and which has not been acquired after the Issue Date).

“Existing Debt” means the Financial Indebtedness under:

- (a) the Existing Bond Issue, together with accrued interest and the applicable call premium; and
- (b) the Existing RCF,

which shall be refinanced using part of the proceeds of the issuance of the Bonds.

“Existing Bond Issue” means the Issuer’s senior secured NOK 1,850,000,000 bond issue with ISIN NO0010908163 pursuant to the bond terms dated 10 December 2020 entered into between the Issuer as issuer and Nordic Trustee AS as bond trustee for the Existing Bondholders.

“Existing Bondholders” means the persons who are registered in the CSD as directly registered owner or nominee holder of the bonds issued under the Existing Bond Issue.

“Existing Bonds” means the bonds issued under the Existing Bond Issue.

“Existing Bonds Escrow Account” means the blocked CSD account established as a client account in the name of NT Services AS as escrow agent which the Existing Bonds (received as payment-in-kind for the Initial Temporary Bonds) will be credited. The Bond Escrow Account shall be pledged to the Bond Trustee on behalf of the holders of Initial Temporary Bonds under the Existing Bonds Escrow Account Pledge and blocked so that no withdrawals can be made therefrom without the Bond Trustee’s prior written consent. The Existing Bonds on the Existing Bonds Escrow Account shall be (i) discharged in full once all Pre-Disbursement Conditions Precedents are duly fulfilled (or waived by the Bond Trustee), or (ii) applied, if required, for mandatory redemption in accordance with Clause 10.5 (*Mandatory early redemption due to a Mandatory Redemption Event*) timely (in respect of both paragraphs (i) and (ii)) in accordance with the Closing Procedure.

“Existing Bonds Escrow Account Pledge” means the first priority pledge over the Existing Bonds Escrow Account.

“Existing RCF” means the Issuer’s NOK 200,000,000 revolving credit facility pursuant to a facility agreement dated 23 March 2021 entered into between, among others, the Issuer as borrower and DNB Bank ASA as lender.

“Finance Documents” means:

- (a) these Bond Terms;

- (b) the Security Documents;
- (c) the Escrow Account Pledge;
- (d) the Existing Bonds Escrow Account Pledge;
- (e) the Bond Trustee Fee Agreement;
- (f) the Intercreditor Agreement;
- (g) and any other document designated by the Issuer and the Bond Trustee as a Finance Document.

“Financial Covenants” means the financial undertakings set out in Clause 13.23 (*Financial Covenants*).

“Financial Indebtedness” means any indebtedness for or in respect of:

- (a) moneys borrowed (and debit balances at banks or other financial institutions);
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument, including the Bonds;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Standard, be capitalised as an asset and booked as a corresponding liability in the balance sheet;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis provided that the requirements for de-recognition under the Accounting Standard are met);
- (f) any 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 marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount shall be taken into account);
- (g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability of a person which is not a Property Group Company which liability would fall within one of the other paragraphs of this definition;
- (h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the Issuer) before the Maturity Date or are otherwise classified as borrowings under the Accounting Standard;

- (i) any amount of any liability under an advance or deferred purchase agreement, if (a) the primary reason behind entering into the agreement is to raise finance or (b) the agreement is in respect of the supply of assets or services and payment is due more than 120 calendar days after the date of supply;
- (j) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing or otherwise being classified as a borrowing under the Accounting Standard; and
- (k) without double counting, the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs a) to j) above.

“**Financial Reports**” means the Annual Financial Statements and the Interim Accounts.

“**Financial Support**” means any loans, credit or guarantee or indemnity.

“**First Call Date**” means the Interest Payment Date falling in January 2025.

“**First Call Price**” means the call price in the Issuer must pay in relation to its exercise of the Call Option pursuant to paragraph (a)(ii) under Clause 10.2 (*Voluntary early redemption – Call Option*), being 102.50 per cent. of the Nominal Amount.

“**Floating Charges**” shall have the meaning ascribed to such term in paragraph (a) of Clause 2.5 (*Transaction Security*).

“**GAAP**” means the generally accepted accounting practice and principles in the country in which the relevant company is incorporated including, if applicable, IFRS.

“**Group**” means the ~~Issuer~~Parent and all its Subsidiaries from time to time.

“**Group Company**” means each of the ~~Issuer~~Parent or any of its Subsidiaries.

“**Guarantee**” means the unconditional and irrevocable corporate guarantee (Norwegian: “*selvskyldnerkausjon*”) in accordance with Norwegian or any other applicable law issued by each of the Guarantors in respect of the Secured Obligations.

“**Guarantor**” means the Parent, each Original Guarantor and any Property Group Company being or becoming the direct or indirect owner of any Additional Properties.

“**Guarantor Share Pledges**” means the first priority share pledge over all of the shares in the Issuer and in each Guarantor (other than the Parent).

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

“**Incurrence Test**” means the test of the relevant financial covenants set out in Clause 13.25 (*Incurrence Test*).

~~“Initial Bond Issue” means the amount to be issued on the Issue Date as set out in Clause 2.1 (Amount, denomination and ISIN of the Bonds).~~

“**Initial Nominal Amount**” means the nominal amount of each Bond as set out in Clause 2.1 (*Amount, denomination and ISIN of the Bonds*).

“**Initial Properties**” means the properties owned (by leasehold or freehold, as relevant in each case) by the Original Guarantors on the Issue Date, as further set out in Attachment 5 hereto.

“**Initial Temporary Bonds**” has the meaning ascribed to such term in Clause 2.7 (*Initial Temporary Bonds*).

“**Initial Valuation**” means the initial valuation of each of the Properties as determined by Cushman & Wakefield Realkapital, and giving an aggregated Market Value in the amount of approximately NOK 1,524,000,000 (or equivalent in other currencies) as of 31 March 2023.

“**Insolvent**” means that a person:

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

“**Intercompany Loan**” means any loans granted or to be granted by a Group Company to a Property Group Company, where (i) the loan or credit is scheduled to be outstanding for at least 6 months and (ii) the principal amount thereof is at least of NOK 5,000,000 (or the equivalent amount in another currency), provided that no Financial Indebtedness under any cash pooling arrangement shall constitute an Intercompany Loan.

“**Intercreditor Agreement**” means the intercreditor agreement ~~to be~~ originally dated 3 July 2023 and amended on or about the Effective Time entered into between, among others, the Parent, the Issuer, the Bond Trustee, the Security Agent and the counterparties under any Permitted Hedging Obligation to document the super senior status of the Permitted Hedging Obligations, to be based on customary terms and conditions (from the Loan Market Association) and with no individual enforcement rights for any counterparty under the Permitted Hedging Obligations.

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

“**Interest Payment Date**” means the last day of each Interest Period, the first Interest Payment Date being 6 October 2023 and the last Interest Payment Date being the Maturity Date.

“**Interest Period**” means, subject to adjustment in accordance with the Business Day Convention, the periods between January, April, July and October each year, provided however that an Interest Period shall not extend beyond the Maturity Date.

“**Interest Quotation Day**” means, in relation to any period for which Interest Rate is to be determined, 2 Quotation Business Days before the first day of the relevant Interest Period.

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

“**Interim Accounts**” means the unaudited consolidated quarterly financial statements of the ~~Issuer~~Parent for each quarterly period ending on a Quarter Date, prepared in accordance with the Accounting Standard, such financial statements to include a profit and loss account, balance sheet, cash flow statement and management commentary.

“**ISIN**” means International Securities Identification Number.

“**Issue Date**” means 6 July 2023.

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

“**Issuer’s Bonds**” means any Bonds which are owned by Issuer or any Affiliate of the Issuer.

“**Liquidity**” means the aggregate book value of the Cash and Cash Equivalents of the Group.

“**Listing Failure Event**” means:

- (a) that the Bonds (~~save for any Temporary Bonds~~) have not been admitted to listing on an Exchange within 9 months following the Issue Date; or
- (b) in the case of a successful admission to listing, that a period of 6 months has elapsed since the Bonds ceased to be admitted to listing on an Exchange; ~~or~~ or
- ~~(c) that the Temporary Bonds have not been admitted to listing on the Exchange where the other Bonds are listed within 3 months following the issue date for such Temporary Bonds.~~

“**Loan-to-Value Ratio**” means the ratio of (i) the aggregate interest bearing Financial Indebtedness less Cash and Cash Equivalents (set out in paragraphs (a) and (b) of that definition) of the Issuer and the Property Group (excluding any ~~Subordinated Loan and~~ loans between Property Group Companies, and after including or deducting, as the case may be, any positive or negative mark-to-market value under any permitted currency rate hedging transactions entered into for the purpose of hedging the Issuer’s and the Property Group’s currency exposure in relation to Financial Indebtedness) to (ii) the most recent Aggregated Market Value, provided that the amount of any ~~Subordinated Loan and any~~ Financial Indebtedness of the Issuer which is not incurred under the Finance Documents or Permitted Hedging Obligations shall be excluded from the calculation of Financial Indebtedness.

“**Longstop Date**” means 6 October 2023.

“**Loss Event**” means an event where:

- (a) there is a total or constructive loss of a Property; or
- (b) damages (and any related repair costs) to a Property exceed NOK 20,000,000.

“**LTV Account**” shall have the meaning ascribed to such term under paragraph (b) of Clause 13.24 (*Financial Covenants cure*).

“**Make Whole Amount**” means an amount equal to the sum of the present value on the Repayment Date of each of:

- (a) the First Call Price for the redeemed Bonds as if such payment originally had taken place on the First Call Date; and
- (b) the remaining interest payments of the redeemed Bonds up to and including the First Call Date (excluding accrued but unpaid interest on the redeemed Bonds up to the Call Option Repayment Date),

where the present value shall be calculated by using a discount rate of 5.32 per cent. per annum, and where the Interest Rate applied for the remaining interest payments until the First Call Date shall be the applicable Interest Rate on the Call Option Repayment Date.

“**Managers**” means DNB Markets, a part of DNB Bank ASA, Pareto Securities AS and SpareBank 1 Markets AS.

“**Mandatory Redemption Event**” means in the event that:

- (a) that the conditions precedent set out in Clause 6.1 (*Conditions precedent for disbursement to the Issuer*) have not been fulfilled within the Longstop Date; or
- (b) the Issuer at any time prior to the Longstop Date have determined in its discretion that such conditions will not be fulfilled or waived before the Longstop Date.

“**Mandatory Redemption Repayment Date**” means the settlement date for the Mandatory Redemption Event pursuant to Clause 10.5 (*Mandatory early redemption due to a Mandatory Redemption Event*).

“**Margin**” means 5.00 per cent. per annum.

“**Market Value**” means the market value of a property as determined by an Accepted Appraiser. Such Market Value shall be determined in respect of the Properties on a semi-annual basis (the first time no later than 31 December 2023) (or more often at the discretion of the Issuer) and shall be dated no earlier than 60 days prior to 30 June and 31 December in each year. Prior to the first valuation being received, the Market Value of the Properties shall be based on the Initial Valuation.

“**Material Adverse Effect**” means a material adverse effect on:

- (a) the ability of the Issuer or any Guarantor to perform and comply with its obligations under any Finance Document; or
- (b) the validity or enforceability of any of the Finance Documents.

“**Maturity Date**” means 6 July 2026, adjusted according to the Business Day Convention.

~~“**Maximum Issue Amount**” means the maximum amount that may be issued under these Bond Terms as set out in Clause 2.1 (Amount, denomination and ISIN of the Bonds).~~

“**Mortgages**” means a first priority mortgage over the Properties, provided, however, that mortgages over any Properties located in Sweden or Denmark shall be limited to a transfer of existing security registration documents and, to the extent legally and practically possible, registration of new security registration documents by use of any existing stamp duty mortgages.

“**Net Cash Earnings**” means, on a consolidated basis for the Group, Net Income From Property Management less payable tax.

“**Net Income From Property Management**” means, the aggregate rental income less property expenses and other operational expenses and net realised financials.

“**Net Interest Bearing Debt**” means the aggregate interest bearing Financial Indebtedness (excluding any Subordinated Loan and intra-group loans) less Cash and Cash Equivalents (set out in paragraphs (a) and (b) of that definition) of the Group, and after adding back or deducting, as the case may be, any positive or negative mark-to-market value under any permitted currency rate hedging transactions entered into for the purpose of hedging the Group’s currency exposure in relation to Financial Indebtedness.

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

“**Net Loan-to-Value Ratio**” means the ratio of Net Interest Bearing Debt to the most recent Aggregated Market Value.

“**Net Proceeds**” means the proceeds from the issuance of the Bonds (net of fees and legal cost of the Managers and, if required by the Bond Trustee, the Bond Trustee fee, and any other cost and expenses incurred in connection with the issuance of the Bonds).

“**NIBOR**” means Norwegian Interbank Offered Rate being:

- (a) the interest rate fixed for a period comparable to the relevant interest period by Global Rate Set Systems (GRSS) at approximately 12.00 (Oslo time) on the Interest Quotation Day; or
- (b) if no screen rate is available for the relevant Interest Period;

- (i) the linear interpolation between the two closest relevant Interest Periods, and with the same number of decimals, quoted under paragraph (a) above; or
 - (ii) a rate for deposits in the NOK for the relevant Interest Period as supplied to the Bond Trustee at its request quoted by a sufficient number of commercial banks reasonably selected by the Bond Trustee; or
- (c) if the interest rate under paragraph (a) is no longer available, the interest rate will be set by the Bond Trustee in consultation with the Issuer to:
- (i) any relevant replacement reference rate generally accepted in the market; or
 - (ii) such interest rate that best reflects the interest rate for deposits in NOK offered for the relevant Interest Period.

In each case, if such rate is below zero, NIBOR will be deemed to be zero.

“**NOK**” means Norwegian Kroner, being the legal currency of Norway.

“**Nominal Amount**” means the Initial Nominal Amount (less the aggregate amount by which each Bond has been partially redeemed, if any, pursuant to Clause 10 (*Redemption and repurchase of Bonds*)), or any other amount following a split of Bonds pursuant to paragraph (j) of Clause 16.2 (*The duties and authority of the Bond Trustee*).

“**Nordic Region**” means Norway, Sweden, Denmark and Finland.

“**Obligor**” means the Issuer and each Guarantor.

“**Original Guarantor**” means each company listed in Attachment 4 hereto.

“**Outstanding Bonds**” means any Bonds not redeemed or otherwise discharged.

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

“**Parent**” means [Logistea AB \(publ\) \(org.no. 556627-6241, incorporated in Sweden\)](#).

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

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

“**Payment Date**” means any Interest Payment Date or any Repayment Date.

“**Permitted Acquisition**” means an acquisition by any Property Group Company of any additional property or additional property owning companies, provided that:

- (a) no Event of Default is continuing on the closing date for the acquisition or would occur as a result of the acquisition; and
- (b) the acquired company, business, undertaking or property is meeting the requirements set out under paragraph (b) of the definition of the term Additional Properties (unless the acquired company, business, undertaking or property is a part of the BEWI Acquisition).

“Permitted Disposal” means a disposal, including by way of de-merger, which is carried out at a fair market value, on terms and conditions customary for such transactions, and which:

- (a) consists of a disposal of parts of a Property which:
 - (i) is not a part of that Property on which any main building on that Property is situated and which is not otherwise necessary for the current or planned operations or activities on that Property; and
 - (ii) will not result in net proceeds from such disposal in excess of NOK 20,000,000 (or its equivalent in other currencies); or
- (b) consists of a sale or disposal of a Property (or as the case may be, the shares of a Property Group Company) to any third party that is not a member of the Property Group, provided that the Disposal Proceeds from any such sale or disposal are paid directly into the Disposal Account,

provided, in each case, that any such disposal does not have a Material Adverse Effect.

“Permitted Distribution” means any Distributions in each calendar year in aggregate not exceeding 50 per cent. of the ~~Issuer’s~~Parent’s Net Cash Earnings for the previous calendar year, provided always that:

- (a) the ~~Issuer~~Parent complies with the Incurrence Test if tested pro forma immediately after the making of such Distribution; and
- (b) any unutilized portion of the Permitted Distribution in any calendar year may not be carried forward.

“Permitted Financial Indebtedness” means any Financial Indebtedness:

- (a) incurred under the Finance Documents;
- (b) incurred under any Intercompany Loans or other intra-group liabilities between Group Companies;
- (c) incurred under any advance or deferred purchase agreement on normal commercial terms by any Property Group Company from any of its trading partners in the ordinary course of its trading activities;
- (d) in existence as a result of a Permitted Acquisition where such Financial Indebtedness is (i) in the form of a seller’s credit or (ii) already incurred by the acquired company,

in each case to the extent such Financial Indebtedness is repaid within 90 days from completion of the acquisition;

- (e) any Financial Indebtedness arising under any Permitted Hedging Obligations;
- (f) incurred under any pension and tax liabilities incurred in the ordinary course of business;
- (g) incurred under any netting or set-off arrangement entered into by any Property Group Company in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of Property Group Companies (if applicable); and
- (h) not otherwise permitted under (a)–(g) above in the aggregate total amount for the Property Group which does not exceed NOK 20,000,000 (or its equivalent in other currencies).

“Permitted Financial Support” means any Financial Support:

- (a) granted under the Finance Documents;
- (b) created in respect of any Permitted Hedging Obligation;
- (c) constituting Permitted Security;
- (d) granted in respect of Permitted Financial Indebtedness referred to in paragraph (d) of the definition thereof, provided that such Financial Support is granted by Property Group Companies directly or indirectly acquired through the relevant Permitted Acquisition and that such Financial Support is discharged upon the repayment of such Permitted Financial Indebtedness (in accordance with the terms hereof);
- (e) up until the first release of funds from the Escrow Account (or otherwise in accordance with the Closing Procedure), existing under the Existing Debt;
- (f) made, granted or given by any Property Group Company for the benefit of another Property Group Company in the ordinary course of business;
- (g) given in respect of (i) any netting or set-off arrangements permitted or (ii) any group account system or other cash pool arrangement, in each case as permitted in accordance with Clause 13.9 (*Negative pledge*);
- (h) in the form of an intra-group loan from a Group Company to another Group Company; and
- (i) not otherwise permitted by the preceding paragraphs which does exceed NOK 20,000,000 (or its equivalent in other currencies), in aggregate for the Property Group at any time.

“Permitted Hedging Obligations” means any obligation of the [Parent](#), Issuer or any Property Group Company under a derivative transaction entered into with one or more hedge counterparties in connection with protection against or benefit from fluctuation in any rate or

price, where such exposure arises in the ordinary course of business or in respect of payments to be made under the Bond Terms. Any Permitted Hedging Obligation may be secured by the Security provided under the Security Documents and any additional Security as permitted under paragraph (b) of the definition of the term Permitted Security, which shall be shared between the Secured Parties in accordance with the terms of the Intercreditor Agreement (pursuant to which it shall have super senior status with respect to any Enforcement Proceeds).

“Permitted Reorganisation” means:

- (a) any transfer of shares in Excluded Subsidiaries from the ~~Property Group Parent~~ Issuer (or any of its Subsidiaries) to any other Group Company;
- (b) any corporate merger on a solvent basis between an Excluded Subsidiary and an Original Guarantor with the Original Guarantor as the surviving entity; and
- (c) the acquisition by the ~~Property Group Parent~~ Issuer (directly or indirectly) of any other Original Guarantor.

Notwithstanding anything to the contrary in these Bond Terms (i) the Excluded Subsidiaries shall at all times be excluded from the Property Group and shall not at any time be deemed a Property Group Company, and (ii) no other term set out in this term sheet shall restrict the Issuer or any Property Group Company from completion of the Permitted Reorganisation, provided no Event of Default is continuing.

“Permitted Security” means any Security:

- (a) created under the Finance Documents;
- (b) created in respect of any Permitted Hedging Obligation, provided that such security is extended to and shared between the Secured Parties pursuant to the terms of the Intercreditor Agreement;
- (c) up until the first release of funds from the Escrow Account (or otherwise in accordance with the Closing Procedure), securing any Existing Debt;
- (d) securing Permitted Financial Indebtedness referred to in paragraph (g) of the definition thereof;
- (e) securing Permitted Financial Indebtedness referred to in paragraph (d) of the definition thereof, provided that such Security is limited to Security over assets directly or indirectly acquired through the relevant Permitted Acquisition and that such Security is discharged upon the repayment of such Permitted Financial Indebtedness (in accordance with the terms hereof);
- (f) arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a Property Group Company in the ordinary course of trading and on the supplier’s standard or usual

terms and not arising as a result of any default or omission by any Property Group Company;

- (g) in the form of any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;
- (h) any assignment (by way of Security) of receivables arising under any group account system or other cash pool arrangement as security for any member of the Group's obligations under such group account system or other cash pool arrangement in favour of a provider of such group account system or other cash pool arrangement;
- (i) any lien arising by operation of law;
- (j) Security in the form of cash collateral securing any counter-indemnity obligation for guarantees, bonds, standby or documentary credits or any other instrument issued by a bank, financial institution or insurance company to any contractor performing work on or services in relation to any Property; and
- (k) not otherwise permitted by the preceding paragraphs which does not secure any obligations of more than NOK 20,000,000 (or its equivalent in other currencies), in aggregate for the Property Group at any time.

“Properties” means the Initial Properties and any Additional Properties (always excluding Properties disposed through a Permitted Disposal).

“Property Group” means the ~~Property Group Parent~~ [Issuer](#) and its Subsidiaries from time to time.

“Property Group Company” means each of the ~~Property Group Parent~~ [Issuer](#) or any of its Subsidiaries.

~~**“Property Group Parent”** means KMC Properties AS (org.no. 924 527 714, incorporated in Norway).~~

“Put Option” shall have the meaning ascribed to such term in Clause 10.3 (*Mandatory repurchase due to a Put Option Event*).

“Put Option Event” means a Change of Control Event and a De-Listing Event.

“Put Option Repayment Date” means the settlement date for the Put Option pursuant to Clause 10.3 (*Mandatory repurchase due to a Put Option Event*).

“Quarter Date” means each 31 March, 30 June, 30 September and 31 December.

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

“Reference Rate” means NIBOR.

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

“**Relevant Page**” means the relevant page on Bloomberg or such other information service provider that displays the relevant information.

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

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

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

“**Repayment Date**” means any Call Option Repayment Date, the Default Repayment Date, the Put Option Repayment Date, the Tax Event Repayment Date, the Mandatory Redemption Repayment Date or the Maturity Date.

“**Reporting Date**” means the date falling 120 days after the end of the financial year in respect of the Annual Financial Statements and the date falling 60 days after a Quarter Date in respect of the Interim Accounts, where the Issuer must make available its Financial Reports in accordance with Clause 12.1 (*Financial Reports*).

“**Secured Obligations**” means all present and future liabilities and obligations at any time due, owing or incurred by the ~~Issuer~~[Parent](#) or any Property Group Company to any Secured Party under the Finance Documents and any finance documents related to any Permitted Hedging Obligations, both actual and contingent.

“**Secured Parties**” means the Security Agent, the Bond Trustee (on behalf of itself and the Bondholders) and any counterparties under any Permitted Hedging Obligation or security agent acting on behalf thereof.

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

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

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

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

“**Security Documents**” means all of the documents which shall be executed or delivered pursuant to paragraph (iii) to (ix) under paragraph (a) Clause 2.5 (*Transaction Security*) and Clause 2.6 (*Additional Security*).

“**Settlement Escrow Account**” means an escrow account in NOK established as a client account in the name of NT Services AS as escrow agent, with the Issuer being the beneficial owner of such account, which shall be pledged in favour of the Bond Trustee and the other creditors providing the requisite funds to refinance the Existing Debt (on a pro rata basis).

“**Subordinated Loan**” means any loan or credit provided to the ~~Issuer~~Parent by a shareholder of the ~~Issuer~~Parent, provided that it is subordinated in right of payment to the Bonds, and does not (i) require the payment of cash interest at any time during the tenor of the Bonds, (ii) mature or require any amortisation or other payment prior to the latest Maturity Date, and (iii) provide for its acceleration or confer any right to declare any event of default prior to the latest Maturity Date.

“**Subsidiary**” means an entity over which the Issuer directly or indirectly has a Decisive Influence.

“**Summons**” means the call for a Bondholders’ Meeting or a Written Resolution as the case may be.

“**Surviving ISIN**” has the meaning ascribed to such term in Clause 2.7 (*Initial Temporary Bonds*).

~~“**Tap Issue**” has the meaning ascribed to such term in Clause 2.1 (*Amount, denomination and ISIN of the Bonds*).~~

“**Tax Event Repayment Date**” means the date set out in a notice from the Issuer to the Bondholders pursuant to Clause 10.4 (*Early redemption option due to a tax event*).

~~“**Temporary Bonds**” has the meaning ascribed to such term in Clause 2.1 (*Amount, denomination and ISIN of the Bonds*).~~

“**Transaction Security**” means the Security created or expressed to be created in favour of the Security Agent (on behalf of the Secured Parties) pursuant to the Escrow Account Pledge, the Existing Bonds Escrow Account Pledge and the Security Documents.

“**Valuation Report**” means any report setting out the aggregated Market Value of all Properties on the relevant dates.

“**Voting Bonds**” means the Outstanding Bonds less the Issuer’s Bonds.

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

1.2 Construction

In these Bond Terms, unless the context otherwise requires:

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

2. THE BONDS

2.1 Amount, denomination and ISIN of the Bonds

- (a) The Issuer has resolved to issue a series of Bonds up to NOK ~~1,500,000,000 (the “Maximum Issue Amount”). The Bonds may be issued on different issue dates and the Initial Bond Issue will be in the amount of NOK 900,000,000. The Issuer may, provided that the conditions set out in Clause 6.4 (*Tap Issues*) are met, at one or more occasions issue Additional Bonds (each a “Tap Issue”) until the Nominal Amount of all Additional Bonds equals in aggregate the Maximum Issue Amount less the Initial Bond Issue. Each Tap Issue will be subject to identical terms as the Bonds issued pursuant to the Initial Bond Issue in all respects as set out in these Bond Terms, except that Additional Bonds may be issued at a different price than for the Initial Bond Issue and which may be below or above the Nominal Amount. The Bond Trustee shall~~

~~prepare an addendum to these Bond Terms evidencing the terms of each Tap Issue (a “Tap Issue Addendum”).~~900,000,000.

~~(b) If the Bonds are listed on an Exchange and there is a requirement for a new prospectus in order for the Additional Bonds to be listed together with the Bonds, the Additional Bonds may be issued under a separate ISIN (such Bonds referred to as the “Temporary Bonds”). Upon the approval of the prospectus, the Issuer shall (i) notify the Bond Trustee, the Exchange and the Paying Agent and (ii) ensure that the Temporary Bonds are converted into the ISIN for the Bonds.~~

(b) ~~(e)~~ The Bonds are denominated in Norwegian Kroner (NOK), being the legal currency of Norway.

(c) ~~(d)~~ The Initial Nominal Amount of each Bond is NOK 2,000,000.

(d) ~~(e)~~ The ISIN of the Bonds is set out on the front page. These Bond Terms apply with identical terms and conditions to (i) all Bonds issued under this ISIN; and (ii) ~~any Temporary Bonds and (iii)~~ any Overdue Amounts issued under one or more separate ISIN in accordance with the regulations of the CSD from time to time.

(e) ~~(f)~~ Holders of Overdue Amounts related to interest claims will not have any other rights under these Bond Terms than their claim for payment of such interest claim which claim shall be subject to paragraph (b) of Clause 15.1 (*Authority of the Bondholders’ Meeting*).

2.2 Tenor of the Bonds

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

2.3 Use of proceeds

~~(a)~~ The Issuer will use the Net Proceeds from the issuance of the Bonds for:

(a) ~~(i)~~ prepayment of parts of the Existing Debt; and

(b) ~~(ii)~~ the surplus (if any) for general corporate purposes of the Property Group.

~~(b) The Issuer will use the Net Proceeds from the issuance of any Additional Bonds towards financing in part the BEWI Acquisition.~~

2.4 Status of the Bonds

(a) The Bonds shall constitute senior obligations of the Issuer. The Bonds shall rank pari passu between themselves and shall rank at least pari passu with all other senior obligations of the Issuer other than obligations which are mandatorily preferred by law. The Bonds shall rank ahead of any subordinated capital.

(b) The Bonds will be secured on a pari passu basis with the other Secured Parties in respect of the Transaction Security (other than the Escrow Account Pledge and the Existing Bonds Escrow Account Pledge), subject to the super senior status of the Permitted Hedging Obligations. The counterparties under any Permitted Hedging

Obligation will receive (i) the proceeds from any enforcement of the Transaction Security and the Guarantees and certain distressed disposals and (ii) any payment following any other enforcement event in respect of any Security (collectively the “**Enforcement Proceeds**”), prior to the Bondholders and the Bond Trustee, but shall otherwise rank pari passu in right of payment with the Bonds, in accordance with any Intercreditor Agreement, subject to obligations which are mandatorily preferred by law.

2.5 Transaction Security

- (a) As Security (subject to mandatory limitations under applicable law and the Agreed Security Principles) for all amounts outstanding to the Secured Parties under the Secured Obligations (including any interest, default interest, costs and expenses) the following first priority security has been or will be executed (all in favour of the Security Agent (on behalf of the Secured Parties), except for the Security created over the Escrow Account and the Existing Bonds Escrow Account which shall only be granted in favour of the Bond Trustee (on behalf of the Bondholders)) within the times agreed in Clause 6 (*Conditions for disbursement*):

Pre-settlement Security:

- (i) the Escrow Account Pledge;
- (ii) the Existing Bonds Escrow Account Pledge;

Pre-disbursement Security:

- (iii) the Guarantor Share Pledges;
- (iv) the Assignment of Intercompany Loans;
- (v) the Bank Account Pledges;
- (vi) the Mortgages;
- (vii) assignment by way of:
 - (A) a floating charge over the trade receivables (No.: “*factoringpart*”) of [the Issuer and](#) each Guarantor incorporated in Norway;
 - (B) an enterprise mortgage security interest over and against the assets of any Guarantor incorporated in Finland in accordance with the Finnish Act on Enterprise Mortgages (634/1984, as amended);
 - (C) a transfer of existing business mortgage certificates issued in the business of any Guarantor incorporated in Sweden ([other than the Parent](#));
 - (D) a transfer of any existing registration documents in respect of floating charges over the business of any Guarantor incorporated in Denmark; and

- (E) to the extent legally and practically possible, a floating charge over the assets of any Guarantor incorporated in any other jurisdiction,

together, the “**Floating Charges**”.

(viii) the Assignment of Insurances; and

(ix) the Guarantees.

The Escrow Account Pledge, the Existing Bonds Escrow Account Pledge and the Security Documents shall remain in force until the Bonds have been repaid in full or otherwise released pursuant to paragraph (c) below.

- (b) The Escrow Account Pledge, the Existing Bonds Escrow Account Pledge, the Security Documents and the Intercreditor Agreement shall be entered into on such terms and conditions as the Bond Trustee in its discretion deems appropriate in order to create the intended benefit for the Secured Parties under the relevant document.
- (c) The Security Agent shall be irrevocably authorised to release any Guarantees and Transaction Security over assets which are sold or otherwise disposed of (directly or indirectly) (A) in any merger, de-merger or disposal permitted in compliance with Clauses 13.6 (*Mergers*) or Clause 13.7 (*de-mergers*) or 13.11 (*Disposal of assets*) and (B) following an enforcement.

2.6 Additional Security

The security interests created pursuant to the Security Documents referred to in paragraphs (iii) to (ix) in Clause 2.5 (*Transaction Security*) shall also be granted in respect of any Additional Properties and any additional Property Group Companies (as applicable), to the extent not previously provided, upon assuming the ownership of such Additional Property or shares of any such additional Property Group Company.

2.7 Initial Temporary Bonds

Bonds issued pursuant to these Bond Terms and settled in cash will be issued with ISIN NO0012955105, which will be the surviving ISIN (the “**Surviving ISIN**”) for the Bonds. Bonds issued pursuant to these Bond Terms and settled in kind by delivery of Existing Bonds will be issued with temporary ISIN NO0012955113 (the “**Initial Temporary Bonds**”). The ISIN for the Initial Temporary Bonds will be merged with the Surviving ISIN in connection with disbursement of funds to the Issuer and release of Existing Bonds (for discharge) from the Existing Bonds Escrow Account. The CSD and the Bond Trustee are authorised to carry out the aforesaid in the best practical way.

3. THE BONDHOLDERS

3.1 Bond Terms binding on all Bondholders

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

- (b) The Bond Trustee is always acting with binding effect on behalf of all the Bondholders.

3.2 Limitation of rights of action

- (a) No Bondholder is entitled to take any enforcement action, instigate any insolvency procedures, or take other legal action against the Issuer or any other party in relation to any of the liabilities of the Issuer or any other party under or in connection with the Finance Documents, other than through the Bond Trustee and in accordance with these Bond Terms, provided, however, that the Bondholders shall not be restricted from exercising any of their individual rights derived from these Bond Terms, including the right to exercise the Put Option.
- (b) Each Bondholder shall immediately upon request by the Bond Trustee provide the Bond Trustee with any such documents, including a written power of attorney (in form and substance satisfactory to the Bond Trustee), as the Bond Trustee deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. The Bond Trustee is under no obligation to represent a Bondholder which does not comply with such request.

3.3 Bondholders' rights

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

4. ADMISSION TO LISTING

The Issuer shall ensure that:

~~(a)~~ the Bonds are listed on an Exchange within 9 months of the Issue Date and thereafter remain listed on an Exchange until the Bonds have been redeemed in full; ~~and~~.

~~(b) any Temporary Bonds are listed on an Exchange where the other Bonds are listed within 3 months of the issue date for such Temporary Bonds.~~

5. REGISTRATION OF THE BONDS

5.1 Registration in the CSD

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

5.2 Obligation to ensure correct registration

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

5.3 Country of issuance

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

6. CONDITIONS FOR DISBURSEMENT

6.1 Conditions precedent for disbursement to the Issuer

- (a) Payment of the proceeds from the issuance of the Bonds to the Escrow Account and transfer of any Existing Bonds (delivered as payment-in-kind for new Bonds) to the Existing Bonds Escrow Account shall be conditional on the Bond Trustee having received in due time (as determined by the Bond Trustee) prior to the Issue Date each of the following documents, in form and substance satisfactory to the Bond Trustee:
 - (i) these Bond Terms duly executed by all parties hereto;
 - (ii) copies of all necessary corporate resolutions of the Issuer to issue the Bonds and execute the Finance Documents to which it is a party;
 - (iii) a copy of a power of attorney (unless included in the corporate resolutions) from the Issuer to relevant individuals for their execution of the Finance Documents to which it is a party;
 - (iv) copies of the Issuer's articles of association and of a full extract from the relevant company register in respect of the Issuer evidencing that the Issuer is validly existing;
 - (v) the Escrow Account Pledge and the Existing Bonds Escrow Account Pledge duly executed by all parties thereto and perfected in accordance with applicable law;
 - (vi) copies of the Issuer's latest Financial Reports (if any);
 - (vii) confirmation that the applicable prospectus requirements (ref the EU prospectus regulation ((EU) 2017/1129)) concerning the issuance of the Bonds have been fulfilled;
 - (viii) copies of any necessary governmental approval, consent or waiver (as the case may be) required at such time to issue the Bonds;
 - (ix) confirmation that the Bonds are registered in the CSD (by obtaining an ISIN for the Bonds);

- (x) copies of any written documentation used in marketing the Bonds or made public by the Issuer or any Manager in connection with the issuance of the Bonds;
 - (xi) the Bond Trustee Fee Agreement duly executed by the parties thereto; and
 - (xii) legal opinions or other statements as may be required by the Bond Trustee (including in respect of corporate matters relating to the Issuer and the legality, validity and enforceability of these Bond Terms and the Finance Documents).
- (b) The release of the proceeds from the issuance of the Bonds (on the Escrow Account) will not be disbursed to the Issuer unless the Bond Trustee has received or is satisfied that it will receive in due time (as determined by the Bond Trustee) prior to such disbursement to the Issuer each of the following documents, in form and substance satisfactory to the Bond Trustee (other than any post-closing deliveries):
- (i) a duly executed release notice from the Issuer, as set out in Attachment 2;
 - (ii) the Security Documents duly executed by all parties thereto and evidence of the establishment and perfection of the Transaction Security;
 - (iii) the Intercreditor Agreement duly executed by all relevant parties thereto;
 - (iv) unless delivered under paragraph (a) of this Clause 6.1 (*Conditions precedent for disbursement to the Issuer*) as pre-settlement conditions precedent:
 - (A) copies of all necessary corporate resolutions of each Obligor required to provide the Transaction Security and execute the Finance Documents to which it is a party;
 - (B) a copy of a power of attorney (unless included in the relevant corporate resolutions) from each Obligor to relevant individuals for their execution of the Finance Documents to which it is a party, or extracts from the relevant register or similar documentation evidencing such individuals' authorisation to execute such Finance Documents on behalf of the relevant Obligor;
 - (C) copies of each Obligor's articles of association and of a full extract from the relevant company register in respect of each Obligor evidencing that the Obligors are validly existing;
 - (v) a copy of the Initial Valuation;
 - (vi) if required, a Closing Procedure, including a description of flow of funds, acceptable to the Bond Trustee;
 - (vii) evidence that (i) the Existing Debt will be repaid in full as soon as reasonably practicable after first disbursement and (ii) any Security for the Existing Debt will be released, in each case subject to the Closing Procedure;

- (viii) confirmation from the Issuer that no Financial Indebtedness, Security or Financial Support exists within the Property Group other than as permitted pursuant to these Bond Terms;
 - (ix) unless included in the release notice referred to in paragraph (i) above, a written confirmation from the Issuer that no Event of Default has occurred and is continuing or will result from the release of funds from the Escrow Account;
 - (x) any other Finance Documents duly signed by all parties thereto; and
 - (xi) legal opinions or other statements as may be required by the Bond Trustee (including in respect of corporate matters relating to the Obligors and the legality, validity and enforceability of the Finance Documents (unless delivered under paragraph (a) of this Clause 6.1 (*Conditions precedent for disbursement to the Issuer*) as pre-settlement conditions precedent)).
- (c) The Bond Trustee, acting in its sole discretion, may, regarding this Clause 6.1, waive the requirements for documentation or decide that delivery of certain documents shall be made subject to a Closing Procedure.

6.2 Disbursement of the proceeds

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

6.3 Conditions subsequent

Except to the extent otherwise explicitly stated in these Bond Terms, the Issuer shall:

- (a) as soon as possible, and in no event later than within 60 days of the date of the first disbursement from the Escrow Account, deliver to the Bond Trustee, in form and substance satisfactory to the Bond Trustee, the Security Documents in respect of (i) the Mortgages, (ii) the Floating Charges, (iii) the Assignments of Insurances, (iv) the Guarantor Share Pledges in respect of any Original Guarantor incorporated in the Netherlands and (v) the Guarantor Share Pledge in respect of KMC Industrial Properties Denmark ApS, duly executed by all parties thereto and evidence of the establishment and perfection of such Security;
- (b) as soon as possible, and in no event later than within 90 days of the date of the first disbursement from the Escrow Account, procure that the Permitted Reorganisation is completed to the effect that all the Original Guarantors are or become Subsidiaries of the ~~Property Group Parent~~Issuer; and
- (c) in respect of paragraphs (a) and (b):
 - (i) the corporate documents referred to under paragraph (b)(iv) of Clause 6.1 (*Conditions precedent for disbursement to the Issuer*) in respect of each entity

being party to any Finance Document which is entered into or amended in connection therewith;

- (ii) any other Finance Documents, security and guarantee confirmations or similar documentation reasonably requested by the Bond Trustee, duly signed by all parties thereto; and
- (iii) legal opinions as may be required by the Bond Trustee (including in respect of corporate matters relating to the relevant Obligors and the legality, validity and enforceability of the Bond Terms and the Finance Documents).

6.4 Tap Issues

~~The Issuer may issue Additional Bonds if:~~

- ~~(a) a Tap Issue Addendum has been duly executed by all parties thereto;~~
- ~~(b) copies of corporate resolutions required for the Tap Issue and any power of attorney or other authorisation required for execution of the Tap Issue Addendum and any other Finance Documents have been delivered;~~
- ~~(c) the representations and warranties contained in Clause 7 (*Representations and Warranties*) of these Bond Terms are true and correct in all material respects and repeated by the Issuer as at the date of issuance of such Additional Bonds;~~
- ~~(d) the Issuer meets the Incurrence Test tested pro forma including the new Financial Indebtedness incurred as a result of issuing such Additional Bonds;~~
- ~~(e) as soon as possible, and in no event later than within fifteen (15) Business Days, after completion of the acquisition of any BEWI Acquisition Property (subject to mandatory limitations under applicable law in respect of financial assistance or otherwise):~~
 - ~~(i) the corporate documents referred to under paragraph (b)(iv) of Clause 6.1 (*Conditions precedent for disbursement to the Issuer*) in respect of each BEWI Acquisition Property Owner; and~~
 - ~~(ii) the Security Documents in respect of the Guarantees, Assignments of Intercompany Loans and Bank Account Pledges to be granted by, and the Guarantor Share Pledges to be granted in each BEWI Acquisition Property Owner;~~
- ~~(f) as soon as possible, and in no event later than within sixty (60) Business Days, after completion of the acquisition of any BEWI Acquisition Property, deliver to the Bond Trustee, in form and substance satisfactory to the Bond Trustee (subject to mandatory limitations under applicable law in respect of financial assistance or otherwise), the Security Documents in respect of the Mortgages, the Floating Charges and the Assignments of Insurances to be granted by each BEWI Acquisition Property Owner; and~~

~~(g) legal opinions or other statements as may be required by the Bond Trustee (including in respect of corporate matters relating to the Issuer and the legality, validity and enforceability of the Tap Issue Addendum and any other Finance Documents (if applicable)).~~

~~The Bond Trustee, acting in its sole discretion, may, regarding this Clause 6.4, waive the requirements for documentation or decide that delivery of certain documents shall be made subject to a Closing Procedure.~~

6.4 ~~6.5~~ **Additional Properties**

Any Additional Properties shall be subject to Additional Security and become subject to delivery of relevant conditions precedent documents described under Clause 6.1 (*Conditions precedent disbursement to the Issuer*) in relation to such Property and Property Group Companies no later than forty-five (45) Business Days after (i) completion of such acquisition or (ii) the effective date of any Property being designated by the Issuer as an Additional Property in accordance with the definition of “Additional Properties”.

7. REPRESENTATIONS AND WARRANTIES

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

- (a) on the date of these Bond Terms;
- (b) on the Issue Date;
- (c) on each date of disbursement of proceeds from the Escrow Account; and
- (d) on the ~~date of issuance of any Additional Bonds~~Effective Time.

7.1 Status

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

7.2 Power and authority

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

7.3 Valid, binding and enforceable obligations

These Bond Terms and each other Finance Document to which it is a party constitutes (or will constitute, when executed by the respective parties thereto) its legal, valid and binding obligations, enforceable in accordance with their respective terms, and (save as provided for

therein) no further registration, filing, payment of tax or fees or other formalities are necessary or desirable to render the said documents enforceable against it.

7.4 Non-conflict with other obligations

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

7.5 No Event of Default

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

7.6 Authorizations and consents

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

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

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

7.7 Litigation

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

7.8 Financial Reports

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

7.9 No Material Adverse Effect

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

7.10 No misleading information

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

7.11 No withholdings

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

7.12 Pari passu ranking

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

7.13 Security

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

8. PAYMENTS IN RESPECT OF THE BONDS

8.1 Covenant to pay

- (a) The Issuer will unconditionally make available to or to the order of the Bond Trustee and/or the Paying Agent all amounts due on each Payment Date pursuant to the terms of these Bond Terms at such times and to such accounts as specified by the Bond Trustee and/or the Paying Agent in advance of each Payment Date or when other payments are due and payable pursuant to these Bond Terms.
- (b) All payments to the Bondholders in relation to the Bonds shall be made to each Bondholder registered as such in the CSD on the Relevant Record Date, by, if no specific order is made by the Bond Trustee, crediting the relevant amount to the bank account nominated by such Bondholder in connection with its securities account in the CSD.
- (c) Payment constituting good discharge of the Issuer's payment obligations to the Bondholders under these Bond Terms will be deemed to have been made to each Bondholder once the amount has been credited to the bank holding the bank account nominated by the Bondholder in connection with its securities account in the CSD. If the paying bank and the receiving bank are the same, payment shall be deemed to have been made once the amount has been credited to the bank account nominated by the Bondholder in question.
- (d) If a Payment Date or a date for other payments to the Bondholders pursuant to the Finance Documents falls on a day on which either of the relevant CSD settlement system or the relevant currency settlement system for the Bonds are not open, the payment shall be made on the first following possible day on which both of the said systems are open, unless any provision to the contrary has been set out for such payment in the relevant Finance Document.

8.2 Default interest

- (a) Default interest will accrue on any Overdue Amount from and including the Payment Date on which it was first due to and excluding the date on which the payment is made at the Interest Rate plus 3 percentage points per annum.
- (b) Default interest accrued on any Overdue Amount pursuant to this Clause 8.2 will be added to the Overdue Amount on each Interest Payment Date until the Overdue Amount and default interest accrued thereon have been repaid in full.
- (c) Upon the occurrence of a Listing Failure Event and for as long as such Listing Failure Event is continuing, the interest on any principal amount outstanding under these Bonds Terms will accrue at the Interest Rate plus 2 percentage points per annum. ~~In the event the Listing Failure Event relates to Temporary Bonds, the Interest Rate will only be increased in respect of such Temporary Bonds.~~

8.3 Partial Payments

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

8.4 Taxation

- (a) Each Obligor is responsible for withholding any withholding tax imposed by applicable law on any payments to be made by it in relation to the Finance Documents.
- (b) The Obligors shall, if any tax is withheld in respect of the Bonds under the Finance Documents:
 - (i) gross up the amount of the payment due from it up to such amount which is necessary to ensure that the Bondholders or the Bond Trustee, as the case may

be, receive a net amount which is (after making the required withholding) equal to the payment which would have been received if no withholding had been required; and

- (ii) at the request of the Bond Trustee, deliver to the Bond Trustee evidence that the required tax deduction or withholding has been made.
- (c) Any public fees levied on the trade of Bonds in the secondary market shall be paid by the Bondholders, unless otherwise provided by law or regulation, and the Issuer shall not be responsible for reimbursing any such fees.
- (d) The Bond Trustee shall not have any responsibility to obtain information about the Bondholders relevant for the tax obligations pursuant to these Bond Terms.

8.5 Currency

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

8.6 Set-off and counterclaims

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

9. INTEREST

9.1 Calculation of interest

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

~~(b) Any Additional Bond will accrue interest at the Interest Rate on the Nominal Amount commencing on the first date of the Interest Period in which the Additional Bonds are issued and thereafter in accordance with paragraph (a) above.~~

- (b) ~~(e)~~ Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis). The Interest Rate will be reset at each Interest Quotation Day by the Bond Trustee on behalf of the Issuer, who will notify the Issuer and the Paying Agent and, if

the Bonds are listed, the Exchange, of the new Interest Rate and the actual number of calendar days for the next Interest Period.

9.2 Payment of interest

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

10. REDEMPTION AND REPURCHASE OF BONDS

10.1 Redemption of Bonds

The Outstanding Bonds will mature in full on the Maturity Date and shall be redeemed by the Issuer on the Maturity Date at a price equal to 100 per cent. of the Nominal Amount.

10.2 Voluntary early redemption – Call Option¹

- (a) The Issuer may redeem all or part of the Outstanding Bonds (the “**Call Option**”) on any Business Day from and including:
- (i) the Issue Date to, but not including, the First Call Date at a price equal to the Make Whole Amount;
 - (ii) the First Call Date to, but not including, the Interest Payment Date in July 2025 at a price equal to ~~102.500~~103.000 per cent. of the Nominal Amount for each redeemed Bond (the “**First Call Price**”);
 - (iii) the Interest Payment Date in July 2025 to, but not including, the Interest Payment Date in January 2026 at a price equal to ~~101.667~~102.167 per cent. of the Nominal Amount for each redeemed Bond;
 - (iv) the Interest Payment Date in January 2026 to, but not including, the Interest Payment Date in April 2026 at a price equal to ~~100.833~~101.333 per cent. of the Nominal Amount for each redeemed Bond
 - (v) the Interest Payment Date in April 2026 ~~to, but not~~until and including, the Maturity Date at a price equal to ~~100~~100.500 per cent. of the Nominal Amount for each redeemed Bond.
- (b) Any redemption of Bonds pursuant to paragraph (a) above shall be determined based upon the redemption prices applicable on the Call Option Repayment Date.
- (c) The Call Option may be exercised by the Issuer by written notice to the Bond Trustee at least ten (10) Business Days prior to the proposed Call Option Repayment Date or, in the event of a prepayment by application of funds on the Disposal Account in accordance with Clause 13.21 (*Disposal Account*), by such prior notice as further set out therein. Such call notice given in respect of redemptions of Bonds shall be irrevocable, but may, at the Issuer’s discretion, be subject to the satisfaction of certain

¹ [Thommessen: The amended call schedule is offered as part of the compensation to the Bondholders to accept the Proposal as set out in the Summons for Written Resolution.](#)

conditions precedent, to be satisfied or waived no later than 3 Business Days prior to the Call Option Repayment Date. If such conditions precedent have not been lifted by that date, the call notice shall be null and void Unless the Make Whole Amount is set out in the written notice where the Issuer exercises the Call Option, the Issuer shall calculate the Make Whole Amount and provide such calculation by written notice to the Bond Trustee as soon as possible and at the latest within three (3) Business Days from the date of the notice.

- (d) Any Call Option exercised in part will be used for pro rata payment to the Bondholders in accordance with the applicable regulations of the CSD.

10.3 Mandatory repurchase due to a Put Option Event

- (a) Upon the occurrence of a Put Option Event, each Bondholder will have the right (the “**Put Option**”) to require that the Issuer purchases all or some of the Bonds held by that Bondholder at a price equal to 101 per cent. of the Nominal Amount.
- (b) The Put Option must be exercised within fifteen (15) Business Days after the Issuer has given notice to the Bond Trustee and the Bondholders that a Put Option Event has occurred pursuant to Clause 12.3 (*Put Option Event*). Once notified, the Bondholders’ right to exercise the Put Option is irrevocable.
- (c) Each Bondholder may exercise its Put Option by written notice to its account manager for the CSD, who will notify the Paying Agent of the exercise of the Put Option. The Put Option Repayment Date will be the 5th Business Day after the end of fifteen (15) Business Days exercise period referred to in paragraph (b) above. However, the settlement of the Put Option will be based on each Bondholders holding of Bonds at the Put Option Repayment Date.
- (d) If Bonds representing more than 90 per cent. of the Outstanding Bonds have been repurchased pursuant to this Clause 10.3, the Issuer is entitled to repurchase all the remaining Outstanding Bonds at the price stated in paragraph (a) above by notifying the remaining Bondholders of its intention to do so no later than ten (10) Business Days after the Put Option Repayment Date. Such notice sent by the Issuer is irrevocable and shall specify the Call Option Repayment Date.

10.4 Early redemption option due to a tax event

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

10.5 Mandatory early redemption due to a Mandatory Redemption Event

- (a) Upon a Mandatory Redemption Event, the Issuer shall, within five (5) Business Days after the Mandatory Redemption Event, redeem the Outstanding Bonds at a price of 100 per cent. (regardless of any Event of Default continuing at the time) of the Nominal Amount, by inter alia applying the funds deposited on the Escrow Account for such redemption.
- (b) The Issuer shall redeem the:
 - (i) Bonds issued under the Surviving ISIN in cash (with a right to apply the funds deposited on the Escrow Account for such redemption); and
 - (ii) Initial Temporary Bonds, in either cash and/or by delivery of Existing Bonds (as payment-in-kind to the holders of the Initial Temporary Bonds (valued at their respective nominal amounts)). Any accrued and unpaid interest on the Initial Temporary Bonds shall be payable in cash, provided however, that the Issuer is entitled to withhold (by set-off) any accrued and unpaid interest on the Existing Bonds (used for repayment to each holder of Initial Temporary Bonds).
- (c) Any redemption in part will be used for pro rata payment to the Bondholders in accordance with the applicable regulations of the CSD.

11. PURCHASE AND TRANSFER OF BONDS

11.1 Issuer's purchase of Bonds

The Issuer has the right to acquire and own the Bonds. Such Bonds may at the Issuer's discretion be retained by the Issuer or sold (but not discharged) (other than in relation to a process of full redemption of all Outstanding Bonds), including with respect to Bonds purchased pursuant to Clause 10.3 (Mandatory repurchase due to a Put Option Event).

11.2 Restrictions

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

12. INFORMATION UNDERTAKINGS

12.1 Financial Reports

The ~~Issuer~~Parent shall without being requested to do so, prepare:

- (a) Annual Financial Statements in the English language and make them available on its website (alternatively by arranging for publication at Stamdata) as soon as they become available, and not later than 120 days after the end of the financial year.
- (b) Interim Accounts in the English language and make them available on its website (alternatively by arranging for publication at Stamdata) as soon as they become available, and not later than 60 days after the relevant Quarter Date.

12.2 Requirements as to Financial Reports

- (a) The Issuer and the Parent shall supply to the Bond Trustee, in connection with the publication of ~~its~~the Financial Reports pursuant to Clause 12.1 (*Financial Reports*), a Compliance Certificate with a copy of the Financial Reports attached thereto.
- (b) The Compliance Certificate shall be duly signed by the chief executive officer or the chief financial officer of the ~~Issuer~~Parent, certifying inter alia that the Financial Reports fairly represent its financial condition as at the date of the relevant Financial Report and setting out (in reasonable detail) computations evidencing compliance with Clause ~~13.21~~13.23 (*Financial covenants*) as at such date.
- (c) The ~~Issuer~~Parent shall include a list of current Property Group Companies and Properties with each Compliance Certificate together with the delivery of each Annual Financial Statement.
- (d) The ~~Issuer~~Parent shall procure that the Financial Reports delivered pursuant to Clause 12.1 (*Financial Reports*) are prepared using the Accounting Standard consistently applied.

12.3 Permitted Distributions

In addition to the obligation to provide a Compliance Certificate under paragraph (a) of Clause 12.2 (*Requirements as to Financial Reports*), the Issuer shall:

~~(a) in respect of any Tap Issue;~~

~~(b)~~ prior to the making of a Permitted Distribution, submit to the Bond Trustee a Compliance Certificate which shall also contain calculations and figures in respect of compliance with the Incurrence Test. The Bond Trustee may make any such compliance certificates available to Bondholders.

12.4 Valuation Reports

The Issuer shall on the first Reporting Date after 30 June and 31 December each year deliver the most recent updated Valuation Report to the Bond Trustee.

12.5 Put Option Event

The Issuer shall inform the Bond Trustee in writing as soon as possible after becoming aware that a Put Option Event has occurred.

12.6 Listing Failure Event

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

12.7 Information: Miscellaneous

The Issuer shall:

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

13. GENERAL AND FINANCIAL UNDERTAKINGS

The Issuer undertakes to comply with the undertakings set forth in this Clause 13 (*General and financial undertakings*).

13.1 Authorisations

The ~~Issuer~~Parent shall, and shall procure that each other Group Company will, in all material respects obtain, maintain and comply with the terms of any authorisation, approval, license and consent required for the conduct of its business as carried out from time to time.

13.2 Compliance with laws

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

13.3 Continuation of business

The Issuer shall procure that no material change is made to the general nature of the business from that carried on by the Group at the Issue Date.

13.4 Pari passu ranking

The Issuer shall, and shall ensure that each Obligor will, ensure that their obligations under the Finance Documents shall at all times rank at least pari passu as set out in Clause 2.4 (*Status of the Bonds*).

13.5 Corporate status

The Issuer shall not change its type of organization or jurisdiction of incorporation.

13.6 Mergers

The Issuer shall ensure that no Property Group Company shall carry out any merger or other business combination or corporate reorganisation involving a consolidation of the assets and obligations of any Property Group Company with any other companies or entities, if such transaction would have a Material Adverse Effect.

13.7 De-mergers

- (a) Except as permitted under paragraph (b) below, the Issuer shall ensure that no Property Group Company will carry out any de-merger or other corporate reorganisation, other than any de-merger or other corporate reorganisation of any Property Group Company into two or more separate companies or entities which are (directly or indirectly) wholly-owned by the ~~Property Group Parent~~ Issuer (or, in the case of a Property Group Company that was not wholly-owned prior to such de-merger, owned with the same ownership percentage as the original Property Group Company was) and provided further that any such de-merger or other corporate reorganisation is carried out at arm's length terms and does not have a Material Adverse Effect.
- (b) Paragraph (a) above does not apply to any Permitted Disposal.

13.8 Financial Indebtedness

- (a) Except as permitted under paragraph (b) below, the Issuer shall ensure that no Property Group Company will incur or allow to remain outstanding any Financial Indebtedness.
- (b) Paragraph (a) above shall not prohibit any Group Company to incur, maintain or prolong any Permitted Financial Indebtedness.

13.9 Negative pledge

- (a) Except as permitted under paragraph (b) below, the Issuer shall ensure that no Property Group Company will create or allow to subsist, retain, provide, prolong or renew any Security over any of its assets (whether present or future) or enter into arrangements having a similar effect.

(b) Paragraph (a) above does not apply to any Permitted Security.

13.10 Financial support

(a) Except as permitted under paragraph (b) below, the Issuer shall ensure that no Property Group Company will make or grant any Financial Support to or for the benefit of any person or group or otherwise voluntarily assume any financial liability, whether actual or contingent, in respect of any other person or group, not being a member of the Property Group.

(b) Paragraph (a) above does not apply to any Permitted Financial Support.

13.11 Disposal of assets

The Issuer shall ensure that no Property Group Company will sell transfer or otherwise dispose of directly or indirectly (A) shares in any Property Group Company, (B) any of the Properties or (C) all or a substantial part of its other assets or operations (other than to a Property Group Company), unless that transaction constitutes a Permitted Disposal.

13.12 Related party transactions

Without limiting Clause 13.2 (*Compliance with laws*), the ~~Issuer~~Parent shall, and shall procure that all other Group Companies will, conduct all business transactions with any Affiliate which is not a Group Company on an arm's length basis.

13.13 Distributions

(a) Except as permitted under paragraph (b) below, the ~~Issuer~~Parent shall not declare or make any Distributions.

(b) Paragraph (a) above does not apply to any Permitted Distribution.

13.14 Subsidiaries distributions

The Issuer shall not permit any of its Subsidiaries to create or permit to exist any contractual obligation (or encumbrance) restricting the right of any Subsidiary to pay dividends or make other distributions to its shareholders, other than permitting to subsist such contractual obligation which is not reasonably likely to prevent the Issuer from complying with its payment obligations under these Bond Terms.

13.15 Intercompany Loans

The ~~Issuer~~Parent shall at all times ensure that any Intercompany Loans shall at all times be subject to an Assignment of Intercompany Loans and otherwise comply with the requirements set out herein.

13.16 Ownership

The ~~Issuer~~Parent shall remain the sole owner (directly or indirectly) of the Property Group Companies and ensure that the Property Group Companies shall continue to directly hold legal title to and own the entire beneficial interest in the respective Properties (or, in case of any leasehold property, hold the beneficial interest in the relevant lease agreements), except for any such change of ownership resulting from a Permitted Disposal.

13.17 Inspection

The Issuer shall at any time upon request of the Bond Trustee while an Event of Default is continuing, arrange for the Bond Trustee, and/or any persons appointed by the Bond Trustee, to inspect the Properties at the reasonable expense of the Issuer.

13.18 Insurances

The Issuer shall ensure that each Property Group Company shall at all times maintain (or ensure that the same is maintained) insurances in full force and effect, which include comprehensive and sufficient insurance cover (including full value insurance (No.: “*fullverdiforsikring*”) or similar) of the Properties (including fixtures and improvements), in accordance with normal market practice for a prudent company in the same business, geography and market as the relevant Property Group Company and in such amounts, form, and with such insurance companies or underwriters as are consistent with prudent business practice.

13.19 Proper management and maintenance of the Properties

The Issuer shall ensure that each Property Group Company will procure that all buildings, plant, machinery, fixtures and fittings (to the extent legally owned by such Property Group Company) on each of its Properties are properly managed and maintained in accordance with good commercial real estate industry standard.

13.20 No alteration

The Issuer shall not, and shall ensure that the Property Group Companies will not, alter, use or demolish, or permit the alteration, use or demolition of the Properties where the consequences of such alteration, use or demolition would have a Material Adverse Effect.

13.21 Disposal Account

The Issuer shall procure that funds paid into the Disposal Account shall remain pledged and blocked in favour of the Security Agent (on behalf of the Secured Parties) until they are applied towards either:

- (a) financing (in whole or in part) of any Permitted Acquisition (in relation to which Additional Security shall be granted) or the development, repair or re-building of any Property; or
- (b) prepayment of Bonds (including accrued and unpaid interest) at the prevailing Call Option prices at the time of a (no less than five (5) Business Days) prior notice to the Bond Trustee and the Bondholders.

13.22 Loss Event

Upon a Loss Event occurring, the Issuer shall, as soon as sufficient insurance proceeds related to such event are made available to the Property Group, ensure that any insurance proceeds received in connection with a Loss Event shall be paid directly into the Disposal Account for application in accordance with Clause 13.21 (*Disposal Account*) above.

13.23 Financial Covenants

- (a) The Issuer and the Parent shall comply with the following covenants:
- (i) **Interest Cover Ratio:** The ~~Issuer~~Parent shall ensure to maintain an Interest Cover Ratio of not less than 1.5x;
 - (ii) **Net Loan-to-Value Ratio:** The ~~Issuer~~Parent shall ensure that the Group maintains a Net Loan-to-Value Ratio below 75 per cent.;
 - (iii) **Liquidity:** The ~~Issuer~~Parent shall ensure that the Group maintains minimum Liquidity of an amount equal to the Net Interest Costs for the next 3 months; and
 - (iv) **Loan-to-Value Ratio:** The Issuer shall ensure that the Property Group maintains a Loan-to-Value Ratio below 75 per cent.
- (b) The Issuer and the Parent undertakes to comply with the Interest Cover Ratio, Net Loan-to-Value Ratio and Loan-to-Value Ratio at the relevant testing dates and Liquidity at all times, such compliance to be measured and tested on each Quarter Date and certified by the Issuer by the delivery of a Compliance Certificate.
- (c) All Financial Covenants shall be calculated on a consolidated basis for the Group and the Property Group (as the case may be).

13.24 Financial Covenants cure

- (a) Interest Cover Ratio and Net Loan-to-Value Ratio covenant cures:
- (i) If the ~~Issuer~~Parent fails (or would otherwise fail) to comply with the Interest Cover Ratio and/or Net Loan-to-Value Ratio at any Reporting Date and the ~~Issuer~~Parent receives or has received any Cure Amount (as defined below) during the period from the last day of the Relevant Period up to the date of delivery to the Bond Trustee of the Compliance Certificate in respect of such period, then the Interest Cover Ratio and/or Net Loan-to-Value Ratio (as the case may be) shall be recalculated on the basis that the Cure Amount so received shall be deemed to increase EBITDA and/or reduce the Net Interest Bearing Debt for the Relevant Period to which the breach relates.
 - (ii) If, after the Interest Cover Ratio and/or Net Loan-to-Value Ratio is recalculated as set out above, the breach has been prevented or cured, the Interest Cover Ratio and/or Net Loan-to-Value Ratio (as the case may be) shall be deemed to have been satisfied on the relevant Reporting Date.
 - (iii) For the avoidance of doubt, any Cure Amount shall be applied for recalculation of the Interest Cover Ratio and the Net Loan-to-Value Ratio.
- (b) Loan-to-Value Ratio covenant cure:

- (i) If the Issuer fails (or would otherwise fail) to comply with the Loan-to-Value Ratio at any testing date, the Issuer shall be entitled to deposit funds on a separate bank account (the “**LTV Account**”), blocked and pledged in favour of the Security Agent as Security for the Secured Obligations.
 - (ii) If, on a Reporting Date or, if deposited later, on the date of delivery of a Compliance Certificate to the Bond Trustee, amounts are deposited on the LTV Account, an equal amount shall be deducted from the amount of Financial Indebtedness otherwise used for the calculation of the Loan-to-Value Ratio and, if the relevant amount were deposited after the relevant Reporting Date, the Loan-to-Value Ratio calculated on that Reporting Date shall be recalculated accordingly. If the recalculated Loan-to-Value Ratio is below 75 per cent., the Loan-to-Value Ratio shall be deemed to have been satisfied on the relevant Reporting Date.
 - (iii) If the Loan-to-Value Ratio is again satisfied (without including the relevant amount in the LTV Account), the Security Agent shall release and discharge the pledge over the LTV Account.
- (c) Maximum number of financial covenant cures:
- (i) The Issuer and the Parent shall in the aggregate be limited to a maximum of two (2) Financial Covenant cures of actual failures to satisfy the Financial Covenants during the term of the Bonds. There shall be a minimum period of 12 months between each application of the Financial Covenant Cures.
 - (ii) No consecutive Financial Covenant cures are permitted.
- (d) Application of Cure Amount:

The Financial Covenants Cure (other than in respect of the Loan-to-Value Ratio) is always subject to the Cure Amount in respect of any cure being deposited on a pledged account blocked in favour of the Security Agent as Security for the Secured Obligations until the Financial Covenants are again satisfied (without including the relevant Cure Amount in the Financial Covenants calculation), in which case the Security Agent shall release and discharge the pledge over the account where the Cure Amount is deposited.

13.25 Incurrence Test

- (a) The Incurrence Test is met if no Event of Default is continuing or would result from the relevant transaction and:
 - (i) in respect of any Distribution from the ~~Issuer~~Parent:
 - (A) the Net Loan-to-Value Ratio is less than 65.00 per cent.; and
 - (B) the Liquidity is higher than 1.5x minimum Liquidity; and

- (ii) in respect of the incurrence of any Tap Issue:
 - (A) the Loan-to-Value Ratio is less than 65.00 per cent.; and
 - (B) the ratio of (i) the aggregate interest bearing Financial Indebtedness to be incurred under the respective Tap Issue to (ii) the market value (determined as set out in paragraph (a) (i) of Clause 13.26 (*Calculations and calculation adjustments*) below) of the relevant BEWI Acquisition Properties (to be acquired with the relevant Tap Issue proceeds) is equal to or less than 60.00 per cent.

13.26 Calculations and calculation adjustments

- (a) The calculation of the Net Loan-to-Value Ratio, the Loan-to-Value Ratio and the Liquidity in accordance with the Incurrence Test shall be made as per a testing date determined by the Issuer, falling no earlier than fifteen (15) Business Days prior to the relevant Distribution or any Tap Issue, and where the Aggregated Market Value employed in the calculation shall be based on the latest available Valuation Report, provided that the Aggregated Market Value:
 - (i) of any BEWI Acquisition Properties to be acquired with the proceeds from any Tap Issue in respect of which the Incurrence Test is applied, shall be calculated using the purchase price of such BEWI Acquisition Property; and
 - (ii) shall include or exclude (as relevant) the Market Value of any other Properties or properties (as relevant) acquired, disposed of or discontinued by the Property Group or the Group (as relevant) after the date of the latest Valuation Report, and shall be included or excluded (as applicable), pro forma in the calculation of the Aggregated Market Value.
- (b) The calculation of interest bearing Financial Indebtedness in respect of any Tap Issue, shall take into account the increased debt resulting from the Tap Issue. Any cash balance resulting from the Tap Issue shall not reduce the interest bearing Financial Indebtedness.
- (c) The calculation of Liquidity (in respect of any Distribution) shall be made on a pro forma basis as if the relevant Distribution had already been made.

14. EVENTS OF DEFAULT AND ACCELERATION OF THE BONDS

14.1 Events of Default

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

- (a) *Non-payment*

The ~~Issuer~~Parent or any Property Group Company fails to pay any amount payable by it under the Finance Documents when such amount is due for payment, unless:

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

(b) *Breach of other obligations*

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

(c) *Misrepresentation*

Any representation, warranty or statement (including statements in Compliance Certificates) made by the ~~Issuer~~Parent or any Property Group Company under or in connection with any Finance Documents is or proves to have been incorrect, inaccurate or misleading in any material respect when made.

(d) *Cross default*

If for the ~~Issuer~~Parent or any Property Group Company:

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

provided however that the aggregate amount of such Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (i) to (iv) above exceeds a total of NOK 20,000,000 (or the equivalent thereof in any other currency).

(e) *Insolvency and insolvency proceedings*

The ~~Issuer~~Parent or any Property Group Company:

- (i) is Insolvent; or
- (ii) is object of any corporate action or any legal proceedings is taken in relation to:
 - (A) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) other than a solvent liquidation or reorganization; or
 - (B) a composition, compromise, assignment or arrangement with any creditor which may materially impair its ability to perform its obligations under these Bond Terms; or
 - (C) the appointment of a liquidator (other than in respect of a solvent liquidation), receiver, administrative receiver, administrator, compulsory manager or other similar officer of any of its assets; or
 - (D) enforcement of any Security over any of its or their assets having an aggregate value exceeding the threshold amount set out in paragraph (d) (*Cross default*) above of this Clause 14.1 (*Events of Default*); or
 - (E) for (A) - (D) above, any analogous procedure or step is taken in any jurisdiction in respect of any such company,

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

(f) *Creditor's process*

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the ~~Issuer~~Parent or any Property Group Company having an aggregate value exceeding the threshold amount set out in paragraph (d) (*Cross default*) above of this Clause 14.1 (*Events of Default*) and is not discharged within twenty (20) Business Days.

(g) *Unlawfulness*

It is or becomes unlawful for the ~~Issuer~~Parent or any Property Group Company to perform or comply with any of its obligations under the Finance Documents to the extent this may materially impair:

- (i) the ability of the Issuer or such Property Group Company (as the case may be) to perform its obligations under these Bond Terms; or
- (ii) the ability of the Bond Trustee or any Security Agent to exercise any material right or power vested to it under the Finance Documents.

14.2 Acceleration of the Bonds

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

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

14.3 Bondholders' instructions

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

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

14.4 Calculation of claim

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

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

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

15. BONDHOLDERS' DECISIONS

15.1 Authority of the Bondholders' Meeting

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

15.2 Procedure for arranging a Bondholders' Meeting

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

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

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

person holding only Issuer's Bonds (or any representative of such person) from participating in the meeting at certain times, however, the Issuer's representative and any such other person shall have the right to be present during the voting.

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

15.3 Voting rules

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

15.4 Repeated Bondholders' Meeting

- (a) Even if the necessary quorum set out in paragraph (e) of Clause 15.1 (*Authority of the Bondholders' Meeting*) is not achieved, the Bondholders' Meeting shall be held and voting completed for the purpose of recording the voting results in the minutes of the Bondholders' Meeting. The Bond Trustee or the person who convened the initial

Bondholders' Meeting may, within ten (10) Business Days of that Bondholders' Meeting, convene a repeated meeting with the same agenda as the first meeting.

- (b) The provisions and procedures regarding Bondholders' Meetings as set out in Clause 15.1 (*Authority of the Bondholders' Meeting*), Clause 15.2 (*Procedure for arranging a Bondholders' Meeting*) and Clause 15.3 (*Voting rules*) shall apply *mutatis mutandis* to a repeated Bondholders' Meeting, with the exception that the quorum requirements set out in paragraph (e) of Clause 15.1 (*Authority of the Bondholders' Meeting*) shall not apply to a repeated Bondholders' Meeting. A Summons for a repeated Bondholders' Meeting shall also contain the voting results obtained in the initial Bondholders' Meeting.
- (c) A repeated Bondholders' Meeting may only be convened once for each original Bondholders' Meeting. A repeated Bondholders' Meeting may be convened pursuant to the procedures of a Written Resolution in accordance with Clause 15.5 (*Written Resolutions*), even if the initial meeting was held pursuant to the procedures of a Bondholders' Meeting in accordance with Clause 15.2 (*Procedure for arranging a Bondholders' Meeting*) and vice versa.

15.5 Written Resolutions

- (a) Subject to these Bond Terms, anything which may be resolved by the Bondholders in a Bondholders' Meeting pursuant to Clause 15.1 (*Authority of the Bondholders' Meeting*) may also be resolved by way of a Written Resolution. A Written Resolution passed with the relevant majority is as valid as if it had been passed by the Bondholders in a Bondholders' Meeting, and any reference in any Finance Document to a Bondholders' Meeting shall be construed accordingly.
- (b) The person requesting a Bondholders' Meeting may instead request that the relevant matters are to be resolved by Written Resolution only, unless the Bond Trustee decides otherwise.
- (c) The Summons for the Written Resolution shall be sent to the Bondholders registered in the CSD at the time the Summons is sent from the CSD and published at the Bond Trustee's web site, or other relevant electronic platform or via press release.
- (d) The provisions set out in Clause 15.1 (*Authority of the Bondholders' Meeting*), 15.2 (*Procedure for arranging a Bondholders' Meeting*), Clause 15.3 (*Voting rules*) and Clause 15.4 (*Repeated Bondholders' Meeting*) shall apply *mutatis mutandis* to a Written Resolution, except that:
 - (i) the provisions set out in paragraphs (g), (h) and (i) of Clause 15.2 (*Procedure for arranging Bondholders Meetings*); or
 - (ii) provisions which are otherwise in conflict with the requirements of this Clause 15.5,

shall not apply to a Written Resolution.

- (e) The Summons for a Written Resolution shall include:
 - (i) instructions as to how to vote to each separate item in the Summons (including instructions as to how voting can be done electronically if relevant); and
 - (ii) the time limit within which the Bond Trustee must have received all votes necessary in order for the Written Resolution to be passed with the requisite majority, which shall be at least ten (10) Business Days but not more than fifteen (15) Business Days from the date of the Summons (the “**Voting Period**”).
- (f) Only Bondholders of Voting Bonds registered with the CSD on the Relevant Record Date, or the beneficial owner thereof having presented relevant evidence to the Bond Trustee pursuant to Clause 3.3 (*Bondholders’ rights*), will be counted in the Written Resolution.
- (g) A Written Resolution is passed when the requisite majority set out in paragraph (e) or (f) of Clause 15.1 (*Authority of Bondholders’ Meeting*) has been obtained, based on a quorum of the total number of Voting Bonds, even if the Voting Period has not yet expired. A Written Resolution will also be resolved if the sufficient numbers of negative votes are received prior to the expiry of the Voting Period.
- (h) The effective date of a Written Resolution passed prior to the expiry of the Voting Period is the date when the resolution is approved by the last Bondholder that results in the necessary voting majority being obtained.
- (i) If no resolution is passed prior to the expiry of the Voting Period, the number of votes shall be calculated at the time specified in the summons on the last day of the Voting Period, and a decision will be made based on the quorum and majority requirements set out in paragraphs (e) to (g) of Clause 15.1 (*Authority of Bondholders’ Meeting*).

16. THE BOND TRUSTEE

16.1 Power to represent the Bondholders

- (a) The Bond Trustee has power and authority to act on behalf of, and/or represent, the Bondholders in all matters, including but not limited to taking any legal or other action, including enforcement of these Bond Terms, and the commencement of bankruptcy or other insolvency proceedings against the Issuer, or others.
- (b) The Issuer shall promptly upon request provide the Bond Trustee with any such documents, information and other assistance (in form and substance satisfactory to the Bond Trustee), that the Bond Trustee deems necessary for the purpose of exercising its and the Bondholders’ rights and/or carrying out its duties under the Finance Documents.
- (c) Each of the Bond Trustee and the Security Agent is appointed as agent and representative (in Danish: *fuldmægtig og repræsentant*) for the Bondholders pursuant to Chapter 4 of the Danish Capital Markets Act under and in connection with the Bonds.

16.2 The duties and authority of the Bond Trustee

- (a) The Bond Trustee shall represent the Bondholders in accordance with the Finance Documents, including, inter alia, by following up on the delivery of any Compliance Certificates and such other documents which the Issuer is obliged to disclose or deliver to the Bond Trustee pursuant to the Finance Documents and, when relevant, in relation to accelerating and enforcing the Bonds on behalf of the Bondholders.
- (b) The Bond Trustee is not obligated to assess or monitor the financial condition of the Issuer or any other Obligor unless to the extent expressly set out in these Bond Terms, or to take any steps to ascertain whether any Event of Default has occurred. Until it has actual knowledge to the contrary, the Bond Trustee is entitled to assume that no Event of Default has occurred. The Bond Trustee is not responsible for the valid execution or enforceability of the Finance Documents, or for any discrepancy between the indicative terms and conditions described in any marketing material presented to the Bondholders prior to issuance of the Bonds and the provisions of these Bond Terms.
- (c) The Bond Trustee is entitled to take such steps that it, in its sole discretion, considers necessary or advisable to protect the rights of the Bondholders in all matters pursuant to the terms of the Finance Documents. The Bond Trustee may submit any instructions received by it from the Bondholders to a Bondholders' Meeting before the Bond Trustee takes any action pursuant to the instruction.
- (d) The Bond Trustee is entitled to engage external experts when carrying out its duties under the Finance Documents.
- (e) The Bond Trustee shall hold all amounts recovered on behalf of the Bondholders on separated accounts.
- (f) The Bond Trustee shall facilitate that resolutions passed at the Bondholders' Meeting are properly implemented, provided, however, that the Bond Trustee may refuse to implement resolutions that may be in conflict with these Bond Terms, any other Finance Document, or any applicable law.
- (g) Notwithstanding any other provision of the Finance Documents to the contrary, the Bond Trustee is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- (h) If the cost, loss or liability which the Bond Trustee may incur (including reasonable fees payable to the Bond Trustee itself) in:
 - (i) complying with instructions of the Bondholders; or
 - (ii) taking any action at its own initiative,

will not, in the reasonable opinion of the Bond Trustee, be covered by the Issuer or the relevant Bondholders pursuant to paragraphs (e) and (g) of Clause 16.4 (*Expenses, liability and indemnity*), the Bond Trustee may refrain from acting in accordance with

such instructions, or refrain from taking such action, until it has received such funding or indemnities (or adequate security has been provided therefore) as it may reasonably require.

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

16.3 Equality and conflicts of interest

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

16.4 Expenses, liability and indemnity

- (a) The Bond Trustee will not be liable to the Bondholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Bond Trustee shall not be responsible for any indirect or consequential loss. Irrespective of the foregoing, the Bond Trustee shall have no liability to the Bondholders for damage caused by the Bond Trustee acting in accordance with instructions given by the Bondholders in accordance with these Bond Terms.
- (b) The Bond Trustee will not be liable to the Issuer for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless caused by its gross negligence or wilful misconduct. The Bond Trustee shall not be responsible for any indirect or consequential loss.
- (c) Any liability for the Bond Trustee for damage or loss is limited to the amount of the Outstanding Bonds. The Bond Trustee is not liable for the content of information provided to the Bondholders by or on behalf of the Issuer or any other person.
- (d) The Bond Trustee shall not be considered to have acted negligently in:
 - (i) acting in accordance with advice from or opinions of reputable external experts;
or

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

16.5 Replacement of the Bond Trustee

- (a) The Bond Trustee may be replaced by a majority of 2/3 of Voting Bonds in accordance with the procedures set out in Clause 15 (*Bondholders' Decisions*), and the Bondholders may resolve to replace the Bond Trustee without the Issuer's approval.
- (b) The Bond Trustee may resign by giving notice to the Issuer and the Bondholders, in which case a successor Bond Trustee shall be elected pursuant to this Clause 16.5, initiated by the retiring Bond Trustee.
- (c) If the Bond Trustee is Insolvent, or otherwise is permanently unable to fulfil its obligations under these Bond Terms, the Bond Trustee shall be deemed to have resigned and a successor Bond Trustee shall be appointed in accordance with this Clause 16.5. The Issuer may appoint a temporary Bond Trustee until a new Bond Trustee is elected in accordance with paragraph (a) above.
- (d) The change of Bond Trustee shall only take effect upon execution of all necessary actions to effectively substitute the retiring Bond Trustee, and the retiring Bond Trustee undertakes to co-operate in all reasonable manners without delay to such effect. The retiring Bond Trustee shall be discharged from any further obligation in respect of the Finance Documents from the change takes effect, but shall remain liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Bond Trustee. The retiring Bond Trustee remains entitled to any benefits and any unpaid fees or expenses under the Finance Documents before the change has taken place.
- (e) Upon change of Bond Trustee, the Issuer shall co-operate in all reasonable manners without delay to replace the retiring Bond Trustee with the successor Bond Trustee and release the retiring Bond Trustee from any future obligations under the Finance Documents and any other documents.

16.6 Security Agent

- (a) The Bond Trustee is appointed to act as Security Agent for the Bonds, unless any other person is appointed. The main functions of the Security Agent may include holding Transaction Security on behalf of the Secured Parties and monitoring compliance by the Issuer and other relevant parties of their respective obligations under the Escrow Account Pledge, the Existing Bonds Escrow Account Pledge and the Security Documents with respect to the Transaction Security on the basis of information made available to it pursuant to the Finance Documents.
- (b) The Bond Trustee shall, when acting as Security Agent for the Bonds, at all times maintain and keep all certificates and other documents received by it, that are bearers of right relating to the Transaction Security in safe custody on behalf of the Bondholders. The Bond Trustee shall not be responsible for or required to insure against any loss incurred in connection with such safe custody.

- (c) Before the appointment of a Security Agent other than the Bond Trustee, the Issuer shall be given the opportunity to state its views on the proposed Security Agent, but the final decision as to appointment shall lie exclusively with the Bond Trustee.
- (d) The functions, rights and obligations of the Security Agent may be determined by a Security Agent Agreement to be entered into between the Bond Trustee and the Security Agent, which the Bond Trustee shall have the right to require each Obligor and any other party to a Finance Document to sign as a party, or, at the discretion of the Bond Trustee, to acknowledge. The Bond Trustee shall at all times retain the right to instruct the Security Agent in all matters, whether or not a separate Security Agent Agreement has been entered into.
- (e) The provisions set out in Clause 16.4 (*Expenses, liability and indemnity*) shall apply *mutatis mutandis* to any expenses and liabilities of the Security Agent in connection with the Finance Documents.

17. AMENDMENTS AND WAIVERS

17.1 Procedure for amendments and waivers

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

17.2 Authority with respect to documentation

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

17.3 Notification of amendments or waivers

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

18. MISCELLANEOUS

18.1 Limitation of claims

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

18.2 Access to information

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

18.3 Notices, contact information

- (a) Written notices to the Bondholders made by the Bond Trustee will be sent to the Bondholders via the CSD with a copy to the Issuer and the Exchange (if the Bonds are listed). Any such notice or communication will be deemed to be given or made via the CSD, when sent from the CSD.
- (b) The Issuer's written notifications to the Bondholders will be sent to the Bondholders via the Bond Trustee or through the CSD with a copy to the Bond Trustee and the Exchange (if the Bonds are listed).
- (c) Notwithstanding paragraph (a) above and provided that such written notification does not require the Bondholders to take any action under the Finance Documents, the

Issuer's written notifications to the Bondholders may be published by the Bond Trustee on a relevant information platform only.

- (d) Unless otherwise specifically provided, all notices or other communications under or in connection with these Bond Terms between the Bond Trustee and the Issuer will be given or made in writing, by letter or e-mail. Any such notice or communication will be deemed to be given or made as follows:
 - (i) if by letter, when delivered at the address of the relevant party;
 - (ii) if by e-mail, when received; and
 - (iii) if by publication on a relevant information platform, when published.
- (e) The Issuer and the Bond Trustee shall each ensure that the other party is kept informed of changes in postal address, e-mail address and telephone and contact persons.
- (f) When determining deadlines set out in these Bond Terms, the following will apply (unless otherwise stated):
 - (i) if the deadline is set out in days, the first day of the relevant period will not be included and the last day of the relevant period will be included;
 - (ii) if the deadline is set out in weeks, months or years, the deadline will end on the day in the last week or the last month which, according to its name or number, corresponds to the first day the deadline is in force. If such day is not a part of an actual month, the deadline will be the last day of such month; and
 - (iii) if a deadline ends on a day which is not a Business Day, the deadline is postponed to the next Business Day.

18.4 Defeasance

- (a) Subject to paragraph (b) below and provided that:
 - (i) an amount sufficient for the payment of principal and interest on the Outstanding Bonds to the relevant Repayment Date (including, to the extent applicable, any premium payable upon exercise of a Call Option), and always subject to paragraph (c) below (the "**Defeasance Amount**") is credited by the Issuer to an account in a financial institution acceptable to the Bond Trustee (the "**Defeasance Account**");
 - (ii) the Defeasance Account is irrevocably pledged and blocked in favour of the Bond Trustee on such terms as the Bond Trustee shall request (the "**Defeasance Pledge**"); and
 - (iii) the Bond Trustee has received such legal opinions and statements reasonably required by it, including (but not necessarily limited to) with respect to the validity and enforceability of the Defeasance Pledge,

then;

- (A) the Issuer will be relieved from its obligations under paragraph (a) of Clause 12.2 (*Requirements as to Financial Reports*), Clause 12.3 (*Put Option Event*), Clause 12.7 (*Information: Miscellaneous*) and Clause 13 (*General and financial undertakings*);
 - (B) any Transaction Security shall be released and the Defeasance Pledge shall be considered replacement of the Transaction Security; and
 - (C) any Obligor shall be released from any Guarantee or other obligation applicable to it under any Finance Document.
- (b) The Bond Trustee shall be authorised to apply any amount credited to the Defeasance Account towards any amount payable by the Issuer under any Finance Document on the due date for the relevant payment until all obligations of the Issuer and all amounts outstanding under the Finance Documents are repaid and discharged in full.
 - (c) The Bond Trustee may, if the Defeasance Amount cannot be finally and conclusively determined, decide the amount to be deposited to the Defeasance Account in its discretion, applying such buffer amount as it deems necessary.

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

19. GOVERNING LAW AND JURISDICTION

19.1 Governing law

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

19.2 Main jurisdiction

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

19.3 Alternative jurisdiction

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

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

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

SIGNATURES:

<p>The Issuer:</p> <p>KMC PROPERTIES ASA<u>AS</u></p> <p>.....</p> <p>By:</p> <p>Position:</p>	<p>As Bond Trustee and Security Agent:</p> <p>NORDIC TRUSTEE AS</p> <p>.....</p> <p>By:</p> <p>Position:</p>
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<p><u>The Parent:</u></p> <p><u>LOGISTEA AB (Publ.)</u></p> <p>.....</p> <p><u>By:</u></p> <p><u>Position:</u></p>

**ATTACHMENT 1
COMPLIANCE CERTIFICATE**

[date]

KMC Properties ASA FRN bonds 2023/2026 ISIN NO0012955105

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

This letter constitutes the Compliance Certificate [for the period [•]][required pursuant to Clause [] in connection with []], for which an Incurrence Test is required]. Capitalised terms used herein will have the same meaning as in the Bond Terms.

With reference to Clause 12.2 (*Requirements as to Financial Reports*), we hereby certify that all information delivered under cover of this Compliance Certificate is true and accurate and there has been no material adverse change to the financial condition of the ~~Issuer~~Parent since the date of the last accounts or the last Compliance Certificate submitted to you. Copies of our latest consolidated [Annual Financial Statements] / [Interim Accounts] are enclosed.

[With reference to paragraph (c) under Clause 12.2 (*Requirements to financial reports*), we confirm that as of the date of this letter the current Property Group Companies and Properties are listed in Schedule 1 attached hereto.]

[The financial covenants set out in Clause 13.23 (*Financial covenants*) are met, please see the calculations and figures in respect of the ratios attached hereto.]

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

Yours faithfully,
~~KMC Properties ASA~~

[LOGISTEA AB \(Publ.\)](#)

Name of authorised person

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

ATTACHMENT 2
RELEASE NOTICE – ESCROW ACCOUNT

[date]

Dear Sirs,

KMC Properties ASA FRN bonds 2023/2026 ISIN NO0012955105

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

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

We hereby give you notice that we on [date] wish to draw [the amount specified in Enclosure I (*Flow of Funds*)]/[all amounts] from the Escrow Account to be applied pursuant to the purpose set out in the Bond Terms, and request you to instruct the bank to release the above mentioned amount.

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

Yours faithfully,
KMC Properties ASA

Name of authorized person

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

ATTACHMENT 3

AGREED SECURITY PRINCIPLES

- (a) Security will be given by a Property Group Company, over such types of assets or asset classes provided as security under the Security or to the extent required to grant security over any shares (ownership interests) in any company becoming a Property Group Company.
- (b) General statutory and customary limitations (e.g. financial assistance, corporate benefit and retention of title claims) may limit the ability of a Property Group Company to provide security or guarantee without inclusion of provisions limiting the responsibility for granting full legal valid and perfected security or guarantee or require that such security or guarantee is limited by an amount or otherwise.
- (c) The security and extent of its perfection and scope shall take into account the cost, work and time of providing security which (in the Security Agent's sole discretion) must be proportionate to the benefit accruing to the Secured Parties. Without limiting the generality of the foregoing, registration of mortgages over properties in Sweden or Denmark or floating charges over the assets of a Group Company incorporated in Sweden or Denmark will be limited to an assignment or transfer of existing security registration documents and registration of new security registration documents by use of any existing stamp duty mortgages.
- (d) Group Companies will not be required to give guarantees or enter into security documents if it would:
 - (i) result in any breach of corporate benefit, financial assistance, fraudulent preference or thin capitalisation laws or regulations (or analogous restrictions) of any applicable jurisdiction;
 - (ii) result in a significant risk to the officers of the relevant Group Company of contravention of their fiduciary duties and/or of civil or criminal liability,unless such guarantees or security documents are accompanied by relevant provisions (limitation language) limiting the potential liability for the relevant Property Group Company, its management, officers or other employees.
- (e) Security over monetary claims under insurance contracts shall exclude liability insurances and other third-party insurance.
- (f) Security shall not be taken over leasehold property where such security will require third party consent and where such consent is not, despite the security provider's reasonable efforts, given.
- (g) Security over bank accounts shall exclude (i) accounts in cash pool arrangement which are not, under the terms for those arrangements, bank accounts, (ii) tax deduction accounts (skattetrekkskonti), escrow or cash collateral accounts providing permitted

security and (iii) such accounts which, under the policies of the account bank, cannot or shall not be subject to third party security.

- (h) Any assets subject to pre-existing third party arrangements which are permitted by the Finance Documents or any other contractual restrictions on assignments or absence of necessary regulations, registrations or similar, and which prevent those assets from being charged if so required by paragraph (a) above, will be excluded from any relevant security document but the relevant Property Group Companies must use reasonable endeavours to obtain consent to charging any such assets if the relevant asset is material.
- (i) Security documents shall operate to create security rather than to impose any new commercial obligations or restrictions on use of the assets in the relevant Group Company's ordinary course of business prior to an event of default (i.e. blocking, transfer of title or similar) and shall, accordingly, not contain additional or duplicate representations or undertakings to those contained in the Finance Documents unless required for the creation, perfection, effectiveness or preservation of the security.
- (j) Notwithstanding paragraph (a) above, guarantees and security will not be required from or over the assets of any joint venture or similar arrangement or any company in which a Group Company holds a minority interest.
- (k) Perfection of security will not be required if it would materially and adversely affect the ability of the relevant Group Company to conduct its operations or business in the ordinary course. Where the blocking of the bank account is required by applicable law to perfect the Security, perfection of the bank account pledge will not be required until an Event of Default has occurred which is continuing.
- (l) No notice of receivables security may be given in Sweden, Finland or Denmark to third party debtors until an event of default has occurred (and an acceleration notice has been served to the relevant debtors), regardless if such notice is required for perfection of such receivables security.
- (m) Security will not be enforceable until an event of default has occurred and is continuing and an acceleration notice has been served to the relevant debtors. However, the foregoing shall not prevent action to block any pledged account following an event of default which is continuing.
- (n) The Security Agent shall only be able to:
 - (i) exercise any powers of attorney (including, but not limited to, in respect of voting rights appertaining to any shares) granted under any security document or have the right to receive any dividends if an event of default has occurred and is continuing and, unless (in the sole opinion of the Security Agent) it could have an adverse effect on the interest of the Secured Parties, the Security Agent has given notice of its intention to exercise such powers of attorney, voting rights or dividend rights (as applicable), upon which such rights may no longer be exercised by the relevant pledgor; and

- (ii) exercise any powers of attorney granted under any security document in relation to actions for perfecting and maintaining security if and when the relevant Obligor has failed to comply with a further assurance or perfection obligation within five (5) Business Days of receiving prior notice of it.

ATTACHMENT 4

ORIGINAL GUARANTORS²

- (a) KMC Properties AS (reg. no. 924 527 714, incorporated in Norway);
- (b) Pesca Property AS (reg. no. 920 129 765, incorporated in Norway);
- (c) Pesca Property Invest AS (reg. no. 922 307 563, incorporated in Norway);
- (d) KMC Properties Nederland AS (reg. no. 925 719 501, incorporated in Norway);
- (e) KMC Properties VI AS (reg. no. 926 446 312, incorporated in Norway);
- (f) Pesca Property Danmark A/S (reg. no. 40552480, incorporated in Denmark);
- (g) KMC Industrial Properties Denmark ApS (reg. no. 39120550, incorporated in Denmark);
- (h) KMC Hvide Sande A/S (reg. no. 40981632, incorporated in Denmark);
- (i) KMC Frederikshavn A/S (reg. no. 40992685, incorporated in Denmark);
- (j) KMC Nykøbing Mors A/S (reg. no. 31499879, incorporated in Denmark);
- (k) KMC Farsø A/S (reg. no. 31500028, incorporated in Denmark);
- (l) KMC Hedensted ApS (reg. no. 43849611, incorporated in Denmark);
- (m) Holland Industrial Properties B.V. (reg. no. 81185251, incorporated in the Netherlands);
- (n) Zwartsluis Investment Properties B.V. (reg. no. 81273797, incorporated in the Netherlands);
- (o) Wijchen Investment Properties B.V. (reg. no. 81274572, incorporated in the Netherlands);
- (p) Oldenzaal Investment Properties B.V. (reg. no. 81274068, incorporated in the Netherlands);
- (q) Someren Investment Properties B.V. (reg. no. 81274386, incorporated in the Netherlands);
- (r) KMC Properties VI Finland Oy (reg. no. 3313590-5, incorporated in Finland);
- (s) KMC Muurlantie Oy (reg. no. 3324395-7, incorporated in Finland);
- (t) KMC Pajakatu Oy (reg. no. 3324396-5, incorporated in Finland);
- (u) KMC Toravantie Oy (reg. no. 3324397-3, incorporated in Finland);
- (v) Pesca Property Finland Oy (reg. no. 3097852-8, incorporated in Finland); and
- (w) KMC Kuopio Oy (reg. no. 2863190-4, incorporated in Finland).

² [Note: List refers to Original Guarantors as of the Issue Date.](#)

ATTACHMENT 5

INITIAL PROPERTIES³

	Properties				Property Owner
	Address	Registration details	Country	Leasehold / freehold	
1	Mastotie 7, Kuopio	297-23-15-24 (Kuopio) 297-23-15-3-L1	Finland	Leasehold	KMC Kuopio OY
2	Muurlantie 438, Salo	734-662-2-2	Finland	Freehold	KMC Muurlantie Oy
3	Pajakatu 6, Sastamala	790-15-3-7	Finland	Freehold	KMC Pajakatu Oy
4	Toravantie 18, Satsamala	790-4-42-7	Finland	Freehold	KMC Toravantie Oy
5	Toravantie 18, Satsamala	790-402-3-49	Finland	Freehold	KMC Toravantie Oy
6	Nieuweweg 227, 6603 BM, Wijchen	Cadastral no. 2000, section B, Wijchen	Netherlands	Freehold	Wijchen Investment Properties B.V.
7	Nieuweweg 229, 6603 BM, Wijchen	Cadastral no. 2001, section B, Wijchen	Netherlands	Freehold	Wijchen Investment Properties B.V.
8	Nieuweweg 233, 6603 BM, Wijchen	Cadastral no. 2142, section B, Wijchen	Netherlands	Freehold	Wijchen Investment Properties B.V.
9	Nieuweweg 235, 6603 BM, Wijchen	Cadastral no. 2408, section B, Wijchen	Netherlands	Freehold	Wijchen Investment Properties B.V.
10	Nieuweweg 215, 6603 BM, Wijchen	Cadastral no. 2444, section B, Wijchen	Netherlands	Freehold	Wijchen Investment Properties B.V.
11	Near/next to	Cadastral no. 2447, section B, Wijchen	Netherlands	Freehold	Wijchen Investment Properties B.V.

³ Note: List refers to Initial Properties as of the Issue Date.

	Nieuweweg 235, 6603 BM, Wijchen				
12	Nieuweweg 235A, 6603 BM, Wijchen	Cadastral no. 2550, section B, Wijchen	Netherlands	Freehold	Wijchen Investment Properties B.V.
13	Near/next to Nieuweweg 213, 6603 BM, Wijchen/Nieuw eweg 215, 6603 BM, Wijchen	Cadastral no. 3094, section B, Wijchen	Netherlands	Freehold	Wijchen Investment Properties B.V.
14	Nieuweweg 213, 6603 BM, Wijchen/Nieuw eweg 215, 6603 BM, Wijchen	Cadastral no. 3095, section B, Wijchen	Netherlands	Freehold	Wijchen Investment Properties B.V.
15	Near Franciscusstraat , Wijchen	Cadastral no. 1164, section D, Wijchen	Netherlands	Freehold	Wijchen Investment Properties B.V.
16	Textielstraat 30, 7575 CA, Oldenzaal	Cadastral no. 1304, section E, Oldenzaal	Netherlands	Freehold	Oldenzaal Investment Properties B.V.
17	Near/ next Textielstraat 30, 7575 CA, Oldenzaal	Cadastral 1416, section E, Oldenzaal	Netherlands	Freehold	Oldenzaal Investment Properties B.V.
18	Near/ next to Textielstraat 30, 7575 CA, Oldenzaal	Cadastral 1417, section E, Oldenzaal	Netherlands	Freehold	Oldenzaal Investment Properties B.V.
19	Textielstraat 30, 7575 CA, Oldenzaal	Cadastral no. 1757, section E, Oldenzaal	Netherlands	Freehold	Oldenzaal Investment Properties B.V.
20	Near/ next to Textielstraat 30, 7575 CA, Oldenzaal	Cadastral no. 1882, section E, Oldenzaal	Netherlands	Freehold	Oldenzaal Investment Properties B.V.
21	Kanaalstraat 44, 5711 EJ,	Cadastral no. 2993, Section H,	Netherlands	Freehold	Someren Investment

	Someren	Someren			Properties B.V.
22	Schoolstraat 21A, 5711 CP, Someren	Cadastral no. 916, section M, Someren	Netherlands	Freehold	Someren Investment Properties B.V.
23	Near/next to Schoolstraat 21A, 5711 CP, Someren	Cadastral no. 1118, section M, Someren	Netherlands	Freehold	Someren Investment Properties B.V.
24	Near/next to Schoolstraat 21A, 5711 CP, Someren	Cadastral no. 1120, section M, Someren	Netherlands	Freehold	Someren Investment Properties B.V.
25	Near/next to De Kalkovens 10, 8064 PS, Zwartsluis	Cadastral no. 2676, section D, Zwartsluis	Netherlands	Freehold	Zwartsluis Investment Properties B.V.
26	De Kalkovens 10, 8064 PS, Zwartsluis	Cadastral no. 2950, section D, Zwartsluis	Netherlands	Freehold	Zwartsluis Investment Properties B.V.
27	De Kalkovens 10a, 8064 PS, Zwartsluis	Cadastral no. 3026, section D, Zwartsluis	Netherlands	Freehold	Zwartsluis Investment Properties B.V.
28	Near/next to De Dingstede (near de Kalkovens 10)	Cadastral no. 3027, section D, Zwartsluis	Netherlands	Freehold	Zwartsluis Investment Properties B.V.
29	Near/next to De Kalkovens 10, 8064 PS, Zwartsluis	Cadastral no. 3163, section D, Zwartsluis	Netherlands	Freehold	Zwartsluis Investment Properties B.V.
30	Near/next to De Kalkovens 10, 8064 PS, Zwartsluis (is water instead of land)	Cadastral no. 3918, section D, Zwartsluis	Netherlands	Freehold	Zwartsluis Investment Properties B.V.
31	Havrevænget 1, 9500 Hobro	0003ag, Hegedal, Hobro Jorder	Denmark	Freehold	KMC Industrial Properties Denmark ApS

32	Østerled 30, 4300 Holbæk	0020i, Holbæk Markjorder	Denmark	Freehold	KMC Industrial Properties Denmark ApS
33	Torvegade 41, 7160 Tørring	0008bh, Stovgård Hgd, Tørring	Denmark	Freehold	KMC Industrial Properties Denmark ApS
34	Tvilhovej 8, 6752 Tvilhov, Glejberg	0003k, Tvilho, Åstrup	Denmark	Freehold	KMC Industrial Properties Denmark ApS
35	Kidnakken 13, 4930 Maribo	0045bx, Maribo Markjorder	Denmark	Freehold	KMC Industrial Properties Denmark ApS
36	Tungevej 2, 6960 Hvide Sande	11nø, Søgård Hgd., Holmsland Klit, building no. 381	Denmark	Leasehold	KMC Hvide Sande A/S
37	Tungevej 2, 6960 Hvide Sande	11nø, Søgård Hgd., Holmsland Klit, building no. 474	Denmark	Leasehold	KMC Hvide Sande A/S
39	Århusgade 24, 9900 Frederikshavn	23ef, Flade, Frederikshavn Jorder	Denmark	Freehold	KMC Frederikshavn A/S
40	Rogalandsvej 3, 7900 Nykøbing Mors	3v, Tødsø By, Tødsø	Denmark	Freehold	KMC Nykøbing Mors A/S
41	Fabriksvej 3, 9640 Farsø	36, Fars By, Farsø	Denmark	Freehold	KMC Farsø A/S
42	Fabriksvej 4, 9640 Farsø	9fr, Fars By, Farsø	Denmark	Freehold	KMC Farsø A/S
43	Lundagervej 20, 8722, Hedensted	0001q, Hedensted, Gesager	Denmark	Freehold	KMC Hedensted ApS

ATTACHMENT 6
BEWI ACQUISITION PROPERTIES⁴

	Properties				Property Owner
	Address	Registration details	Country	Leasehold / freehold	
1	Industrielaan 39, 2250 Olen	Olen, Section F, number 521/B	Belgium	Freehold	Jackon Insulation N.V
2	Hulshoutsesteenweg 33, 2220 Heist-Op-Den-Berg	Heist-Op-Den-Berg, first division, section C, numbers 279/C/2, 279/N/2, 275/G, 274/C and 284/A	Belgium	Freehold	Kemisol N.V
3	Ritzlebener Strasse 1, 39619 Mechau	Mechau, Sheet 300: land plot 23/16, 23/17, 23/14, 23/15, 23/1, 78/29, 38/0, 39/0, 90/24 Sheet 319: land plot 100/1 Sheet 306: land plot 65/29, 64/28, 66/29, 81/29 Sheet 307: land plot 23/12, 23/13, 29/1	Germany	Freehold	Jackon Insulation GmbH
4	Herrenhöfer Landstrasse 6, 99885 Ohrdruf	Ohrdruf Land plot 3926/26 and 3926/24	Germany	Freehold	Izoblok GmbH
5	4 Olszewskiego, Chorzów	Plot no. 2842/370 Perpetual Book no. KA1C/00016371/0	Poland	Freehold	Izoblok S.A.
6	4 Olszewskiego, Chorzów	Plot no. 2843/370 Perpetual Book no. KA1C/00015620/4	Poland	Freehold	Izoblok S.A.

⁴ Note: List refers to the BEWI Acquisition Properties as of the Issue Date.

7	Narutowicza Street, Chorzów	Plot no. 3092/422 Perpetual Book no. KA1C/00043731/0	Poland	Perpetual Usufruct (Leasehold)	Izoblok S.A. (holder of perpetual usufruct over the land and the owner of the buildings built on it)
8	15 Legnicka Street, Chorzów	Plot no. 2847/370, 2844/370 and 3362/370 Perpetual Book no. KA1C/00047138/1	Poland	Freehold	Izoblok S.A.
9	15 Legnicka Street, Chorzów	Plot no. 2845/370 Perpetual Book no. KA1C/00015619/4	Poland	Freehold	Izoblok S.A.
10	15 Legnicka Street, Chorzów	Plot no. 3363/370 Perpetual Book no. KA1C/00010560/0	Poland	Freehold	Izoblok S.A.
11	15 Narutowicza Street, Chorzów	Plot no. 2821/336 Perpetual Book no. KA1C/00024456/9	Poland	Freehold	Izoblok S.A.
12	11 Kluczborska Street, Chorzów	Plot no. 403/25 Perpetual Book no. KA1C/00015407/5 Plot no. 404/25 Perpetual Book no. KA1C/00015407/5 Plot no. 405/25 Perpetual Book no. KA1C/00015407/5 Plot no. 409/25 Perpetual Book no. KA1C/00047105/1 Plot no. 457/25 Perpetual Book no. KA1C/00048047/3 Plot no. 459/25	Poland	Leasehold	Izoblok S.A.

		Perpetual Book no. KA1C/00015407/5 Plot no. 454/25 Perpetual Book no. KA1C/00053349/8			
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