

Final Terms

FRN B2 Impact ASA Senior Unsecured Bond Issue 2026/2032

ISIN NO0013768598

Final Terms

These Final Terms have been prepared in according to Regulation (EU) 2017/1129. The Final Terms together with the Base Prospectus for B2 Impact ASA dated 11.02.2026 and any supplements to the Base Prospectus constitute a Prospectus for NO0013768598 - FRN B2 Impact ASA Senior Unsecured Bond Issue 2026/2032. The Prospectus contains complete information about the Issuer and the Bonds. The Base Prospectus, any supplements and the Final Terms are/will be available on the Issuer's website: https://www.b2-impact.com/

1. SUMMARY

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

A - INTRODUCTION AND WARNINGS

Warning	This summary should be read as introduction to the Prospectus. Any decision to invest in the securities should be based on consideration of the Prospectus as a whole by the investor. The investor could lose all or part of the invested capital. Where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national law, have to bear the costs of translating the Prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only where the summary is misleading, inaccurate or inconsistent, when read together with the other parts of the Prospectus, or where it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in such securities.
The Bonds	ISIN: NO0013768598 – FRN B2 Impact ASA Senior Unsecured Bond Issue 2026/2032
The Issuer	B2 Impact ASA is a Norwegian public limited liability company organized under the laws of Norway, including the Public Limited Companies Act. The Company's registration number is 992 249 986 and its LEI-code is 5967007LIEEXZXFHOO08.
The Offeror	Not applicable. There is no offeror, the Base Prospectus has been produced in connection with listing of the securities on an Exchange. The Issuer is going to ask for admission to trading on a regulated market.
Competent Authority Approving the Prospectus.	The Financial Supervisory Authority of Norway (Norwegian: *Finanstilsynet*), with registration number 840 747 972 and registered address at Revierstredet 3, 0151 Oslo, Norway, and with telephone number +47 22 93 98 00 has reviewed and on 11.02.2026, approved the Base Prospectus.

B - KEY INFORMATION ON THE ISSUER

Who is the issuer of the securities?	
Corporate Information	B2 Impact ASA is a Norwegian public limited liability company organized under the laws of Norway, including the Public Limited Companies Act. The Company's registration number is 992 249 986 and its LEI-code is 5967007LIEEXZXFHOO08. Website: https://www.b2-impact.com/
Principal activities	B2 Impact ASA and its subsidiaries is a pan-European debt investor and servicer. The business consists of purchase, management and collection of unsecured and secured non-performing loans. The Company offers solutions to the challenges created by defaulted loans, and provide liquidity to financial institutions, contributing to a healthier financial system. B2 Impact promote lasting financial improvement through transparent and ethical debt management. The Group is headquartered in Oslo, Norway and employ around 1,500 people across the markets where they operate.
Major Shareholders	
B2 Impact ASA is listed on the Oslo Stock Exchange (OSE) under the ticker B2I. **The 20 largest shareholders in B2 Impact ASA as of 06.11.2025:** ***Shareholders*** ***Number of Shares*** ***% of shares***	

NEVEDAL INVEST AS	89,740,738	24.27%
VALSET INVEST AS	32,003,804	8.66%
STENSHAGEN INVEST AS	30,500,143	8.25%
RASMUSSENGRUPPEN AS.	17,373,236	4.70%
DNB MARKETS AKSJEHANDEL/-ANALYSE	16,624,479	4.50%
SKANDINAVISKA ENSKILDA BANKEN AB	13,038,856	3.53%
RB INVESTOR AS	8,413,680	2.28%
VERDIPAPIRFONDET STOREBRAND NORGE	6,958,040	1.88%
GREENWAY AS	5,802,368	1.57%
STIFTELSEN KISTEFOS-MUSEETS DRIFTS	4,000,000	1.08%
VPF DNB AM NORSKE AKSJER	3,552,481	0.96%
LIN AS	3,500,000	0.95%
F2KAPITAL AS	3,000,000	0.81%
VERDIPAPIRFONDET HEIMDAL UTBYTTE	3,000,000	0.81%
RANASTONGJI AS	2,847,048	0.77%
VERDIPAPIRFONDET KLP AKSJENORGE IN	2,654,525	0.72%
THE BANK OF NEW YORK MELLON SA/NV	2,611,215	0.71%
THE BANK OF NEW YORK MELLON SA/NV	2,563,862	0.69%
PORTIA AS	2,500,000	0.68%
DIRECTMARKETING INVEST AS	2,405,100	0.65%
Number owned by top 20	**253,089,575**	**68.45%**
Total number of shares	**369,727,152**	**100,00 %**

Key managing directors

Name	**Position**
Trond Kristian Andreassen	Chief Executive Officer
André Adolfsen	Chief Financial Officer
Adam Parfiniewicz	Chief Operating Officer
Endre Solvin-Witzø	Chief Investment Officer
George Christoforou	Chief Secured Asset Management
Rasmus Hansson	Head of Investor Relations and M&A
Ida Marie Nygård	Head of Group Communication and Interim Head of Group HR
Jan G. Hellinx	General Counsel - Head of Legal & Compliance

Statutory auditor	The Company's auditor is Ernst & Young AS, Stortorvet 7, 0155 Oslo, Norway. Ernst & Young AS is a member of the Norwegian Institute of Certified Public Accountants.

What is the key financial information regarding the Issuer?

B2 Impact ASA:

	Group	*Parent*	*Group*
INCOME STATEMENT	**2024**	**2024**	**Q3 2025**
(Amounts in NOK million)	*audited*	*audited*	*unaudited*
Operating revenues	3 683	155	2 871
Profit for the year/period	277	330	472
BALANCE SHEET			
Net financial debt (long term debt plus short term debt minus cash)	9 286	5 304	9 331
CASH FLOW STATEMENT			
Cash flow from operating activites	3 758	(3 258)	3 561
Cash flow from investment activites	(1 876)	805	(2 153)
Cash flow from financing activities	(2 836)	2 453	(1 457)

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

Most material key risk factors	• We may not be able to collect the expected amounts on our portfolios.

	• Acquisitions that we have completed or may pursue in the future may not deliver the operational improvements, portfolio quality or the financial performance anticipated, and could strain the organization or divert management attention. • Improper disclosure of our clients' sensitive data, customer data or a breach of data protection laws could negatively affect our business or reputation. • Our leverage and debt service obligations could adversely affect our business and prevent us from fulfilling our obligations with respect to the Bonds. • Any inability to comply with the terms of our existing debt and to refinance any existing debt as it comes due and payable or an increase in interest rate levels may have a negative effect on our financial condition. • We will require a significant amount of cash to meet our obligations under our indebted-ness, a substantial amount of which will mature prior to the Bonds, and to sustain our operations, which we may not be able to generate or raise. • Market developments and broader economic conditions, both generally and in the jurisdictions in which we operate, may negatively affect our operations and financial performance.

C - KEY INFORMATION ON THE SECURITIES

What are the main features of the securities?	
Description of the securities, including ISIN	ISIN: NO0013768598. Open Senior Unsecured Bond Issue with floating rate. Issue Date Initial Bond Issue: 8 September 2026. Maturity date: 8 January 2032. Initial Bond Issue is EUR 150,000,000. Total outstanding amount is EUR 150,000,000. Initial nominal amount of each bond is EUR 1,000 each and among themselves pari passu ranking. Issue price: 100%. The Bonds are floating rate bonds; 3 months EURIBOR + Margin (2.65% p.a.).
Rights attached to the securities	The bond terms governing the Bond Issue (the "Bond Terms") will be entered into by the Issuer and the Bond Trustee acting as the Bondholders' representative, and it shall be based on the bond terms for B2I10 adjusted (where relevant) by the terms set out herein. The Bond Terms shall regulate the Bondholders' rights and obligations with respect to the Bonds. If any discrepancy should occur between this Term Sheet and the Bond Terms, then the Bond Terms shall prevail. A subscriber of Bonds is by its application for Bonds deemed to have granted authority to the Bond Trustee to finalize the Bond Terms and the other Finance Documents. Although minor adjustments to the structure described in this Term Sheet may occur, the provisions in the Bond Terms will be substantially consistent with those set forth in this Term Sheet.
Status of the bonds and security	The Bonds will constitute senior debt of the Issuer. The Bonds will rank pari passu between themselves and rank at least pari passu with all other obligations of the Issuer (save for such claims which are preferred by bankruptcy, insolvency, liquidation or other similar laws of general application). The Bonds shall be unsecured.
Any restrictions on the free transferability of the securities	Not applicable – there are no restrictions on the free transferability of the Bonds.
Where will the securities be traded?	
Admission to trading	An application for listing will be sent to the Oslo Børs.

What are the key risks that are specific to the securities?	
Most material key risks	• Credit risk – is the risk that the Issuer fails to make the required payments under the bonds. • Market risk – there is a risk that the value of the Bonds will decrease due to the change in market conditions. • Liquidity risk – missing demand of the bonds may incur a loss on the bondholder. • Security – unsecured bonds carry a higher risk than secured bonds.

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

Under which conditions and timetable can I invest in this security?	
Terms and conditions for the offer	Not applicable. The Bonds have not been subject to a public offer.
Why is the Prospectus being produced?	
Admission to trading	The Prospectus is produced in connection with listing of Bonds on the Exchange.
Use of proceeds	The Net Proceeds from the issuance of the Bonds shall be applied towards refinancing and/or for general corporate purposes.
Material conflicts of interest	The involved persons in the Issuer or offer of the Bonds have no interest, nor conflicting interests that are material to the Bond Issue.

2. INFORMATION CONCERNING THE SECURITIES

Main terms of the Bonds:

ISIN:	NO0013768598.
The Bonds/The Bond Issue:	FRN B2 Impact ASA Senior Unsecured Bond Issue 2026/2032.
Issuer:	B2 Impact ASA, a company existing under the laws of Nor-way with registration number 992 249 986 and LEI-code 5967007LIEEXZXFHOO08.
Security Type:	Unsecured Open Bond Issue with floating rate.
Securities Form:	As set out in the Base Prospectus clause 11.1.
Maximum Issue Amount:	EUR 350,000,000.
Initial Bond Issue	EUR 150,000,000.
Outstanding Amount:	EUR 150,000,000.
Initial Nominal Amount:	EUR 1,000 – each and among themselves pari passu ranking. Nominal Amount as defined in the Base Prospectus section 11.3.
Issue Price:	100 % (par value). As defined in the Base Prospectus section 11.3.
Issue Date:	8 September 2026.
Redemption Price:	100 % As defined in the Base Prospectus section 11.3.
Maturity Date:	8 January 2032. As defined in the Base Prospectus section 11.3.

Interest rate:

Interest Bearing from:	Issue Date.
Interest Rate:	Reference Rate + Margin As set out in the Base Prospectus clause 11.2.5 and defined in section 11.3.
Reference Rate:	Three (3) months EURIBOR.
Margin:	2.65% p.a. As defined in the Base Prospectus section 11.3.
Current Interest:	5.369%
Interest Period:	The period between 8 January, 8 April, 8 July and 8 October each year.

	As defined in the Base Prospectus section 11.3.
Interest Payment Date:	As defined in the Base Prospectus section 11.3.
Interest Quotation Date:	As defined in the Base Prospectus section 11.3.
Day Count Convention:	Actual/360. As set out in the Base Prospectus clause 11.2.5 and defined in section 11.3.
Business Day Convention:	Modified Following Business Day. As set out in the Base Prospectus clause 11.2.5 and defined in section 11.3.
Business Day:	As defined in the Base Prospectus section 11.3.
Yield:	As defined in the Base Prospectus section 11.3. Yield for the Interest Period (8 September 2026 – 8 January 2027) is 5.369% p.a. assuming a price of 100%.

The Bonds purpose, status, security and special conditions:

Use of proceeds:	The Net Proceeds – EUR 148,325,148 – from the issuance of the Bonds shall be applied towards refinancing and/or for general corporate purposes.
Status:	As set out in the Base Prospectus clause 11.2.7.
Security and any special conditions:	The Bonds are unsecured.

Redemption:

Maturity:	As set out in the Base Prospectus clause 11.2.3.
Redemption:	As set out in the Base Prospectus clause 11.2.3.
Call/Put:	As set out in the Base Prospectus clause 11.2.3. and defined in section 11.3. <u>Call Option</u> The Issuer may redeem (in whole or parts) the Outstanding Bonds (Call Option) on any Business Day from and including: (a) the Issue Date to, but not including, the First Call Date at the Make Whole Amount; (b) the First Call Date to, but not including, 8 March 2030 at a price equal to 102.904 per cent of the Nominal Amount for each redeemed Bond (the "First Call Price"); (c) 8 March 2030 to, but not including, 8 January 2031 at a price equal to 101.452 per cent of the Nominal Amount for each redeemed Bond; and

(d) 8 January 2031 to, but not including, the Maturity Date at a price equal to 100.250 per cent of the Nominal Amount for each redeemed Bond.

Any redemption of Bonds pursuant to the Call Option shall include accrued but unpaid interest on the redeemed Bonds.

Change of control

Upon the occurrence of a Change of Control Event or a Share De-Listing Event (each a "Put Option Event"), each Bondholder shall have the right to require that the Issuer repurchases the relevant Bondholder's Bonds (a "Put Option") at a price of 101.00 per cent of the Nominal Amount of the repurchased Bonds (plus accrued and unpaid interest on the repurchased Bonds).

A Put Option must be exercised within fifteen (15) Business Days following the notice of a Put Option Event. The settlement date of the Put Option shall be on the fifth (5th) Business Day after the end of the fifteen (15) Business Days exercise period (the "Put Option Repayment Date").

The Put Option may be exercised by each Bondholder by giving written notice of the request to its Account Manager. The Account Manager shall notify the Paying Agent of the redemption request.

On the Put Option Repayment Date, the Issuer shall pay to each of the Bondholders holding Bonds to be redeemed, the principal amount of each such Bond (including any premium pursuant to Clause 11.3.1) and any unpaid interest accrued up to (but not including) the settlement date.

If Bonds representing more than 90 per cent of the Outstanding Bonds have been repurchased pursuant to the Put Option, the Issuer shall be entitled to repurchase all of the remaining Outstanding Bonds at a price of 101 per cent of the Nominal Amount, 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 Put Option Repayment Date.

Listing:

Listing/Exchange:	Oslo Børs. As defined in the Base Prospectus section 11.3.
Market Making:	There is no market-making agreement entered into in connection with the Bond issue. As defined in the Base Prospectus section 11.3.
Any restrictions on the free transferability of the Bonds:	There are no restrictions on the free transferability of the Bonds. As set out in the Base Prospectus clause 11.1. and defined under «Listing» in section 11.3.

Other information:

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Approvals:	The Bonds were issued in accordance with the Issuers Board approval 3 September 2026. As set out in the Base Prospectus clause 11.2.9.
Bond Terms:	As set out in the Base Prospectus clause 11.2.1 and defined in section 11.3. The Bond Terms is attached to this Final Terms. Information regarding bondholders, bondholders' meeting and the Bondholder's right to vote are described in the Bond Terms clause 17.
Documentation:	Availability of the Documentation: https://www.b2-impact.com/
Bond Trustee:	As set out in the Base Prospectus clause 11.2.1 and defined in 11.3.
Calculation Agent:	As defined in the Base Prospectus section 11.3.
Manager(s):	DNB Carnegie, Dronning Eufemias gate 30, 0191 Oslo, Norway. Nordea Bank Abp, filial i Norge, Essendrops gate 7, 0368 Oslo, Norway.
Paying Agent:	DNB Bank ASA, Dronning Eufemias gate 30, 0191 Oslo, Norway. As defined in the Base Prospectus section 11.3.
CSD:	As defined in the Base Prospectus section 11.3.
Legislation under which the Bonds have been created/ Relevant Jurisdiction:	As set out in the Base Prospectus clause 11.2.1 and defined in 11.3.
Fees, Expenses and Tax legislation:	As set out in the Base Prospectus clause 11.2.10. Listing fee 2026 (Oslo Børs): NOK 53,800 Registration fee (Oslo Børs): NOK 12,700 Listing Agent: NOK 15,500 Managers / Advisors: Approx. MNOK 17,700,000

3. ADDITIONAL INFORMATION

Rating
As set out in the Base Prospectus clause 11.2.11.

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

Manager for the issuance
B2 Impact ASA has mandated DNB Carnegie and Nordea Bank Abp, filial i Norge as Managers for the issuance of the Bonds. The Managers have acted as advisors to B2 Impact ASA in relation to the pricing of the Bonds.

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

4. APPENDIX

- Bond Terms

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BOND AGREEMENT

between

B2 Impact ASA
(Issuer)

and

Nordic Trustee AS
(Bond Trustee)

on behalf of

the Bondholders

in the bond issue

FRN B2 Impact ASA Senior Unsecured Bond Issue 2026/2032

ISIN NO0013768598

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This agreement has been entered into on 7 September 2026 between:

(1) **B2 IMPACT ASA**, a company existing under the laws of Norway with registration number 992 249 986 and with LEI code 5967007LIEEXZXFHOO08, as issuer (the "**Issuer**"), and

(2) **NORDIC TRUSTEE AS**, a company existing under the laws of Norway with registration number 963 342 624 and with LEI code 549300XAKTM2BMKIPT85, as bond trustee (the "**Bond Trustee**").

1 INTERPRETATION

1.1 Definitions

In this Bond Agreement, the following terms shall have the following meanings:

"**Account Manager**" means a Bondholder's account manager in the Securities Depository.

"**Accounting Standard**" means generally accepted accounting practices and principles in the country in which the Issuer is incorporated including, and if used by the Issuer, IFRS.

"**Additional Bonds**" means Bonds issued under a Tap Issue.

"**Adjusted Net Profit**" means, in relation to a financial year, the Issuer's consolidated net profit after taxes based on the Annual Financial Statement adjusted for Non-recurring Items.

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

"**Attachment**" means each of the attachments to this Bond Agreement.

"**Bond Agreement**" means this bond agreement, including the Attachments, each as amended from time to time.

"**Bond Defeasance**" shall have the meaning ascribed to such term in Clause 19.2 (*Bond Defeasance*).

"**Bond Issue**" means the bond issue constituted by the Bonds.

"**Bond Reference Rate**" means three (3) months EURIBOR.

"**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 Securities Depository as directly registered owner or nominee holder of a Bond.

"**Bondholders' Meeting**" means a meeting of Bondholders, as set out in Clause 17 (*Bondholders' Meeting*).

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"**Bonds**" means the debt instruments issued by the Issuer pursuant to this Bond Agreement, including any Additional Bonds.

"**Business Day**" means any day on which commercial banks are open for general business and can settle foreign currency transactions in Oslo, and which is a TARGET Day.

"**Business Day Convention**" means that if the relevant Payment Date originally falls on a day that is not a Norwegian banking day or TARGET Day, an adjustment of the Payment Date will be made so that the relevant Payment Date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day (Modified Following Business Day Convention).

"**Call Option**" shall have the meaning set out in Clause 11.2 (*Call Option*).

"**Call Option Repayment Date**" means the proposed settlement date for the Call Option.

"**Cash EBITDA**" means, in relation to any period, the aggregate of the operating profit of the Group on a consolidated basis (and for the avoidance of doubt taking into account profit sharing agreements to the extent not included as a Financial Indebtedness):

(a) minus interest income on debt portfolios during such period of the Group on a consolidated basis;

(b) plus negative changes in debt portfolio collection estimates during such period of the Group on a consolidated basis;

(c) minus positive changes in debt portfolio collection estimates during such period of the Group on a consolidated basis;

(d) plus paid in on debt portfolios during such period of the Group on a consolidated basis;

(e) plus any Non-recurring Items;

(f) minus any profit (and/or plus any losses) during such period of the Group attributable to minority interests;

(g) minus any unrealized exchange gains and/or plus any unrealized exchange losses during such period of the Group;

(h) minus any losses (and/or plus any gains) during such period of the Group attributable to disposals of any assets (not being any disposals made in the ordinary course of business);

(i) plus depreciation of tangible fixed assets during such period; and

(j) plus amortisation of intangible fixed assets during such period.

"**Change of Control Event**" means if and when any person or a group of persons under the same Decisive Influence obtains Decisive Influence over the Issuer.

"**Compliance Certificate**" shall have the meaning ascribed to such term in Clause 14.2

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(*Information Covenants*).

"**Consumer Deposits**" means funds deposited with the Issuer or any of its Subsidiaries by its customers and held in accounts which are covered by any relevant local law or regulation implementing the deposit insurance scheme as set out in directive 94/19/EC of the European Parliament and of the Council of 30 May 1994 on deposit-guarantee schemes (as amended by directive 2009/14/EC of the European Parliament and of the Council of 11 March 2009) or directive 2014/49/EU of the European Parliament and the Council of 16 April 2014 on deposit-guarantee schemes as amended or restated from time to time.

"**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 16.2 (*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.

"**Defeasance Security**" shall have the meaning ascribed to such term in Clause 19.2.1 (a) (*Bond Defeasance*).

"**Distribution**" means, whether in cash or kind, any (i) payment of dividend on shares, (ii) repurchase of own shares, (iii) redemption of share capital or other restricted equity with repayment to shareholders, or (iv) any other similar distribution (including, but not limited to, total return swaps related to shares in the Issuer), granting of any loans or other transfers of value to the direct and/or indirect shareholders of any Group Company or the affiliates of such direct and/or indirect shareholders (including group contributions).

"**EURIBOR**" means the European Interbank Offered Rate being:

(a) the interest rate displayed on the appropriate page of the London Stock Exchange Group (LSEG) screen (or through another system or website replacing it) as of or around 11.00 am (Brussels time) on the Quotation Day for the offering of deposits in EUR and for a period comparable to the relevant interest period;

(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 EUR 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

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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 EUR offered for the relevant interest period.

"**Event of Default**" means the occurrence of an event or circumstance specified in Clause 16.1.

"**Exchange**" means:

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

(b) any 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).

"**Exchange Listing**" shall have the meaning ascribed to such term in Clause 3 (*Listing*).

"**Existing Bonds**" means the Issuer's outstanding bond issues issued prior to the Issue Date including, for the avoidance of doubt, any tap issues thereunder.

"**Finance Documents**" means (i) this Bond Agreement, (ii) the Bond Trustee Fee Agreement and (iii) any other document which the Issuer and the Bond Trustee designate as a Finance Document.

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

(a) moneys borrowed, including Consumer Deposits;

(b) any amount raised by acceptance under any acceptance credit facility or dematerialized equivalent;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Standard, be treated as a financial or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;

(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the mark to market value shall be taken into account); and

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(h) without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (g) above.

"**Financial Reports**" means the Annual Financial Statements and the Interim Accounts.

"**Financial Support**" means any loans, guarantees, Security securing obligations of another person or other financial assistance (whether actual or contingent).

"**First Call Date**" means 8 September 2029.

"**First Call Price**" shall have the meaning ascribed to such term in paragraph (b) of Clause 11.2 (*Call Option*).

"**Floating Rate Day Count Fraction**" shall have the meaning ascribed to such term in Clause 10.5 (*Interest*).

"**Frankfurt Exchange**" means the Open Market on the Frankfurt Stock Exchange.

"**Frankfurt Listing**" shall have the meaning ascribed to such term in Clause 3 (*Listing*).

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

"**Group Book Value**" means the total aggregate sum of the book value as per the Accounting Standard (all as per Group consolidated accounts) of (i) all debt portfolios and/or REO Properties owned by any member of the Group, however adjusted for any profit sharing arrangements entered into by any member of the Group to the extent such arrangements constitute Financial Indebtedness, (ii) the Group's interests in any Joint Venture(s) owning debt portfolios and/or REO Properties and (iii) goodwill, adjusted for the value of minority interests.

"**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.

"**Initial Bond Issue**" means the aggregate Nominal Amount of all Bonds issued on the Issue Date.

"**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).

"**Interest Cover Ratio**" means the ratio of Cash EBITDA to the Group's net interest expenses calculated for the Relevant Period.

"**Interest Payment Date**" means 8 January, 8 April, 8 July and 8 October each year, the first

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Interest Payment Date being 8 January 2027 and the last Interest Payment Date being the Maturity Date. Any adjustment will be made according to the Business Day Convention.

"**Interest Period**" shall have the meaning ascribed to such term Clause 10.3 (*Interest*).

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

"**Interim Accounts**" means the unaudited consolidated quarterly financial statements of the Issuer 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 an accompanying management summary.

"**ISIN**" means International Securities Identification Number – the identification number of the Bond Issue.

"**Issue Date**" means 8 September 2026.

"**Issuer's Bonds**" means any Bonds owned by the Issuer, any person or persons who has Decisive Influence over the Issuer, or any person or persons over whom the Issuer has Decisive Influence.

"**Joint Venture**" means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity jointly owned by two or more persons.

"**Leverage Ratio**" means Total Net Interest Bearing Debt over Cash EBITDA calculated for the Relevant Period.

"**Listing Failure Event**" means that:

(a) any of the Frankfurt Listing and the Exchange Listing has not been successfully completed within the timeframes set out in Clause 3 (*Listing*);

(b) in the case of a successful completion of the Frankfurt Listing and the Exchange Listing, a period of six (6) months has elapsed since the Bonds ceased to be admitted to listing on the Frankfurt Exchange and/or an Exchange; or

(c) that the Temporary Bonds have not been admitted to listing on the Exchange where the other Bonds are listed within six (6) months following the issue date for such Temporary Bonds.

"**Make Whole Amount**" means an amount equal to the sum of the present value on the Call Option Repayment Date of:

(a) the Nominal Amount of the redeemed Bonds, as if such payment originally had taken place on the First Call Date (and at the then applicable redemption price); and

(b) the remaining interest payments of the redeemed Bonds, less any accrued and unpaid interest on the redeemed Bonds as at the Call Option Repayment Date, to the First Call Date,

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where the present value shall be calculated by using a discount rate of 3.604 per cent per annum.

"**Managers**" means the joint bookrunners for the Bond Issue, being:

(a) DNB Carnegie, a part of DNB Bank ASA, Dronning Eufemias gate 30, 0191 Oslo, Norway; and

(b) Nordea Bank Abp NUF, P.O. Box 1166 Sentrum, NO-0107 Oslo, Norway.

"**Margin**" means 2.65 per cent per annum.

"**Material Adverse Effect**" means a material adverse effect on (a) the Issuer's ability to perform and comply with its obligations under any of the Finance Documents; or (b) the validity or enforceability of any of the Finance Documents.

"**Maturity Date**" means 8 January 2032, adjusted according to the Business Day Convention.

"**Maximum Issue Amount**" shall have the meaning ascribed to such term in Clause 2.2 (*The Bond Issue*).

"**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).

"**Nominal Amount**" means the nominal value of each Bond at any time, as set out in Clause 2.2 (*The Bond Issue*). The Nominal Amount may be amended pursuant to paragraph Clause 18.1.10 (*The role and authority of the Bond Trustee*).

"**Non-recurring Items**" means profit and loss items that are not included in the Group's normal recurring operations, including, but not limited to, restructuring costs, acquisition and divestment costs, advisory costs for discontinued acquisition projects, integration costs, termination costs for Group management and country managers, non-portfolio related write offs, unusual legal expenses, extraordinary projects, and material income or expenses relating to previous years, capped at EUR 50,000,000 for each Relevant Period.

"**Outstanding Bonds**" means any Bonds not redeemed or otherwise discharged.

"**Party**" means a party to this Bond Agreement (including its successors and permitted transferees).

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

"**Payment Date**" means a date for payment of principal or interest under this Bond Agreement.

"**Permitted Distribution**" means a Distribution made during a financial year which, when aggregated with the amount(s) of Distributions already made during the same financial year, does not exceed an amount greater than:

(a) in case the Leverage Ratio is 3.0x or higher; 50 per cent of the Adjusted Net Profit

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for the previous financial year;

(b) in case the Leverage Ratio is 2.75x or higher; 75 per cent of the Adjusted Net Profit for the previous financial year; and

(c) in case the Leverage Ratio is lower than 2.75x; 100 per cent of the Adjusted Net Profit for the previous financial year,

and so that:

(i) no Distribution shall be made if an Event of Default is continuing or would result therefrom;

(ii) the calculation of the Leverage Ratio shall be made as per a testing date determined by the Issuer, falling no earlier than the last day of the period covered by the most recent Financial Report delivered to the Bond Trustee prior to the date of the relevant Distribution; and

(iii) the aggregate amount of the Distribution and other Distributions which are approved but not completed shall be deducted from the amount of cash which is included in the calculation of Total Net Interest Bearing Debt.

"**Permitted Financial Indebtedness**" means:

(a) created under or as contemplated by the Finance Documents;

(b) any Financial Indebtedness under any facility or loan provided by a reputable credit institution or bank, or a syndicate of reputable credit institutions or banks (including the Revolving Credit Facility), provided that the aggregate outstanding amount under all such facilities and loans, less the aggregate amount of free cash and cash equivalents held by any member of the Group, shall not exceed 65 per cent of Group Book Value at any given time;

(c) Consumer Deposits in an amount not exceeding 10 per cent of the book value of the Group's total assets as of the most recent Quarter Date, in accordance with the Accounting Standard;

(d) any Financial Indebtedness incurred by the Issuer or another Group Company (which may be supported by a guarantee from the Issuer) having a maturity date after the Maturity Date, provided that if such Financial Indebtedness is incurred by a Group Company other than the Issuer, that Group Company has provided a legal, valid and enforceable guarantee for the full amount under the Bond Issue;

(e) any intra-group loan or credit granted by a Group Company to another Group Company;

(f) in respect of the Issuer, any Shareholder Loans;

(g) in respect of the Issuer, any Subordinated Debt;

(h) any Financial Indebtedness by a Group Company under any hedging arrangements as part of the Group's ordinary course of business and for non-

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speculative purposes;

(i) any other Financial Indebtedness in the ordinary course of business and not included in paragraphs (a) to (h) up to EUR 15,000,000;

(j) any refinancing, amendment or replacement of any Financial Indebtedness permitted pursuant to paragraphs (a) to (i) above from time to time;

(k) any Financial Indebtedness of an entity acquired by any Group Company after the Issue Date, if such Financial Indebtedness exists at the completion of the acquisition and is discharged within ninety (90) days of the completion of the acquisition;

(l) any Financial Indebtedness in the form of shareholder loans to a Group Company provided on a pro-rata basis according to ownership;

(m) Financial Indebtedness incurred by the Issuer under the Existing Bonds; and

(n) in the form of Vendor Loans not exceeding 10 per cent of the book value of the Group's total assets as of the most recent Quarter Date, in accordance with the Accounting Standard.

"**Permitted Financial Support**" means Financial Support:

(a) in the ordinary course of business (including, for the avoidance of doubt, in the form of shareholder loans granted by a Group Company to a joint venture in which the relevant Group Company holds an interest);

made, granted or given by any Group Company to or for the benefit of any other Group Company;

in relation to Permitted Financial Indebtedness as listed above, with the exception of paragraphs (d), (f), (g), (l) and (n) of that definition; or

in the form of guarantees from Group Companies for Financial Indebtedness incurred under the exception in paragraph (d) of the definition of Permitted Financial Indebtedness provided that the Bond Trustee (on behalf of the Bondholders) are offered the same guarantees and/or guarantees on substantially the same terms.

"**Permitted Security**" means:

(a) Security granted in relation to the Permitted Financial Indebtedness, with the exception of paragraphs (d), (f), (g), (l) and (n) of that definition;

(b) Security granted in relation to Permitted Financial Indebtedness incurred under the exception in paragraph (d) of that definition, provided that the Bond Trustee (on behalf of the Bondholders) is offered the same security on the same (or substantially the same) terms;

(c) any lien arising by operation of law in the ordinary course of business;

(d) any netting or set-off arrangement entered into by any Group Company in the ordinary course of its banking arrangements for the purpose of netting debit and

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credit balances of members of the Group (if applicable); and

(e) any Security for obligations or liability incurred by any Group Company in the ordinary course of business and as part of the daily operation of any such Group Company.

"**Put Option**" shall have the meaning ascribed to such term in Clause 11.3 (*Change of control*).

"**Put Option Event**" shall have the meaning ascribed to such term in Clause 11.3 (*Change of control*).

"**Put Option Repayment Date**" shall have the meaning ascribed to such term in Clause 11.3 (*Change of control*).

"**Quarter Date**" means, in each financial year, 31 March, 30 June, 30 September and 31 December.

"**Quotation Day**" means, in relation to any period for which an interest rate is to be determined, two (2) Business Days before the first day of that period.

"**Relevant Period**" means, at the date of calculation, the twelve (12) months immediately preceding such date.

"**REO Properties**" means real estate assets, including, but not limited to apartments, houses, town homes, hotels, commercial buildings, parking lots, storage houses and land, or holding companies owning such assets, and which assets (i) stems from realized mortgages or security for a receivable owned by, or (ii) are acquired as an integral part of an acquisition of debt by, any Group Company or a Joint Venture where any member of the Group has an equity interest of 50 per cent or less.

"**Revolving Credit Facility**" means the EUR 510,000,000 senior secured multicurrency revolving credit facility agreement, originally dated 25 August 2025 (as amended and restated from time to time), with (i) B2Kapital Holding S.à r.l. as borrower, (ii) the Issuer as guarantor, (iii) DNB Bank ASA and Nordea Bank Abp NUF as mandated lead arranger and bookrunners, (vi) DNB Bank ASA and Nordea Bank Abp NUF, as original lenders, (vii) DNB Bank ASA andNordea Bank Abp, as original hedge counterparties, and (viii) DNB Bank ASA as facility agent and security agent.

"**Secured Loan to Value Ratio**" means the ratio of the aggregate outstanding amount as per the Accounting Standard under all secured facilities and loans as described in paragraph (b) of the definition of Permitted Financial Indebtedness, plus any Vendor Loan, less the aggregate amount of free cash and cash equivalents held by any member of the Group, to Group Book Value.

"**Securities Depository**" means the central securities depository in which the Bond Issue is registered, being Verdipapirsentralen ASA (VPS) (acting under commercial name Euronext Securities Oslo) in Norway.

"**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.

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"**Share De-Listing Event**" means any event whereby the shares in the Issuer cease to be listed on Euronext Oslo Børs (the Euronext Oslo Stock Exchange) without simultaneously being listed on another Exchange.

"**Shareholder Loans**" means any loans extended by any of the Issuer's shareholders to the Issuer as Subordinated Debt.

"**Stamdata**" means the web site www.stamdata.no, maintained by the Bond Trustee.

"**Subordinated Debt**" means Financial Indebtedness incurred and outstanding by the Issuer, including without limitation any Shareholder Loans, which shall at all times be subject to full structural or contractual subordination to the Finance Documents, and with payment maturities extending beyond the Maturity Date (and after full repayment of the Bonds, including interest thereon).

"**Subsidiary**" means a company over which another company has Decisive Influence.

"**T2**" means the real time gross settlement system operated by the Eurosystem, or any successor system.

"**Tap Issue**" shall have the meaning ascribed to such term in Clause 2.2 (*The Bond Issue*).

"**Tap Issue Addendum**" shall have the meaning ascribed to such term in Clause 2.2 (*The Bond Issue*).

"**TARGET Day**" means any day on which T2 is open for the settlement of payments in Euro.

"**Total Net Interest Bearing Debt**" means the aggregate amount of all interest-bearing debt of the Group at any time on a consolidated basis according to the Accounting Standard but:

(a) for the avoidance of doubt, excluding any debt obligations to any other member of the Group;

(b) including, in the case of financial leases only, their capitalised value; and

(c) deducting the aggregate amount of free cash and cash equivalents held by any member of the Group at that time, and so that no amount shall be included or excluded more than once.

"**US Securities Act**" means the U.S. Securities Act of 1933, as amended.

"**Vendor Loan**" means any credit arrangement or deferred settlement agreement granted by a seller of a portfolio in connection with an acquisition. Payment of interest and instalment of any Vendor Loans is permitted only as long as no Event of Default has occurred and is continuing.

"**Voting Bonds**" means the Outstanding Bonds less the Issuer's Bonds.

"**Voting Period**" shall have the meaning ascribed to such term in Clause 17.5 (*Written Resolutions*)

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"**Written Resolution**" means a written (or electronic) solution for a decision making among the Bondholders, as set out in Clause 17.5 (*Written Resolutions*).

1.2 Construction

In this Bond Agreement, unless the context otherwise requires:

(a) headings are for ease of reference only;

(b) words denoting the singular number shall include the plural and vice versa;

(c) references to Clauses are references to the Clauses of this Bond Agreement;

(d) references to a time is a reference to Oslo time;

(e) references to a provision of law is a reference to that provision as it may be amended or re-enacted, and to any regulations made by the appropriate authority pursuant to such law, including any determinations, rulings, judgments and other binding decisions relating to such provision or regulation;

(f) an Event of Default is "**continuing**" if it has not been remedied or waived; and

(g) references to a "**person**" shall include any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality).

2 THE BONDS

2.1 Binding nature of this Bond Agreement

2.1.1 By virtue of being registered as a Bondholder (directly or indirectly) with the Securities Depository, the Bondholders are bound by the terms of this Bond Agreement and any other Finance Document, without any further action required to be taken or formalities to be complied with, see also Clause 19.1 (*The community of Bondholders*).

2.1.2 This Bond Agreement is available to anyone and may be obtained from the Bond Trustee or the Issuer. The Issuer shall ensure that this Bond Agreement is available to the general public throughout the entire term of the Bonds. This Bond Agreement may be published on Stamdata or such other venues as decided by the Bond Trustee.

2.2 The Bond Issue

2.2.1 The Issuer has resolved to issue a series of Bonds in the maximum amount of EUR 350,000,000 (three hundred and fifty million Euros) (the "**Maximum Issue Amount**").

The Bonds may be issued on different issue dates and the Initial Bond Issue will be in the amount of EUR 150,000,000 (one hundred and fifty million Euros). The Issuer may, provided that the conditions set out in Clause 6.5 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, always subject to any borrowing limit or other relevant restrictions on the Issuer's ability to incur further Financial Indebtedness. 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 this Bond Agreement, except that Additional Bonds may be issued at a different price than for the Initial Bond

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Issue and which may be at par, at a discount, or at a premium relative to the Nominal Amount. The Bond Trustee shall prepare an addendum to this Bond Agreement evidencing the terms of each Tap Issue (a "**Tap Issue Addendum**").

The Nominal Amount is EUR 1,000. The Bonds shall rank pari passu between themselves.

The Bond Issue will be described as "**FRN B2 Impact ASA Senior Unsecured Bond Issue 2026/2032**".

The ISIN of the Bond Issue will be NO0013768598.

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

2.3 Temporary Bonds

If the Bonds are listed, any Additional Bonds issued in a Tap Issue shall be listed on an Exchange where the other Bonds are listed, no later than the date falling six (6) months after the date such Additional Bonds were issued. If there is a requirement for a new prospectus for such Additional Bonds to be listed together with the existing Bonds, the Additional Bonds may be issued under a separate ISIN (such Bonds being referred to as the "**Temporary Bonds**"). Upon the listing of the Temporary Bonds on the relevant Exchange, the Temporary Bonds will be converted into the ISIN for the Bonds issued on the Issue Date. The Bond Agreement will also govern the Temporary Bonds. The Issuer will inform the Bond Trustee, the Exchange and the Paying Agent once the Temporary Bonds are listed and ensure that the Temporary Bonds are converted into the ISIN of the Bonds.

Notwithstanding anything to the contrary herein, any default interest arising from a Listing Failure Event in respect of such Temporary Bonds incurred pursuant to Clause 3.2 shall be capitalised and added to the interest accrued on the Nominal Amount of any Additional Bonds in accordance with Clause 10.4, provided, however, that the Issuer shall have the option to make payment of such default interest on an extraordinary basis. In any event, such default interest must be paid in full prior to the conversion of the Temporary Bonds into the ISIN of the Bonds.

2.4 Purpose and utilization

The Net Proceeds from the issuance of the Bonds shall be applied towards refinancing and/or for general corporate purposes.

3 LISTING

3.1 The Issuer shall:

(a) ensure that the Bonds are listed (the "**Frankfurt Listing**") on the Frankfurt Exchange within sixty (60) days after the Issue Date, and so that the Issuer intends to complete this listing within thirty (30) days after the Issue Date; and

(b) use its reasonable endeavours to ensure that the Bonds are listed (the "**Exchange Listing**") on an Exchange within (6) six months of the Issue Date and remain listed until the Bonds have been redeemed in full.

3.2 In case of a Listing Failure Event and for as long as such Listing Failure Event is continuing,

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the Margin shall be increased with one (1.00) percentage point 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.

4 REGISTRATION IN THE SECURITIES DEPOSITORY

4.1 The Bond Issue and the Bonds shall prior to disbursement be registered in the Securities Depository according to the Norwegian Securities Depository Act (Act 2019/6) and the terms and conditions of the Securities Depository.

4.2 The Issuer shall ensure that correct registration in the Securities Depository is made and shall notify the Securities Depository of any changes in the terms and conditions of this Bond Agreement. The Bond Trustee shall receive a copy of the notification. The registration may be executed by the Paying Agent.

4.3 The Bonds have not been registered under the US Securities Act, and the Issuer is under no obligation to arrange for registration of the Bonds under the US Securities Act.

5 PURCHASE AND TRANSFER OF BONDS

5.1 Bondholders may be subject to purchase or transfer restrictions with regard to the Bonds, as applicable from time to time under local laws to which a Bondholder may be subject (due e.g. to its nationality, its residency, its registered address, its place(s) for doing business). Each Bondholder must ensure compliance with applicable local laws and regulations at its own cost and expense.

5.2 Notwithstanding the above, a Bondholder which has purchased the Bonds in breach of applicable mandatory restrictions may nevertheless utilize its rights (including, but not limited to, voting rights) under this Bond Agreement.

6 CONDITIONS PRECEDENT FOR DISBURSEMENT TO THE ISSUER

6.1 Disbursement of the Net Proceeds to the Issuer shall be contingent upon the Bond Trustee having received each of the following documents listed below, in form and substance satisfactory to it, in due time (as determined by the Bond Trustee) prior to the Issue Date:

(a) this Bond Agreement, duly executed by all parties thereto;

(b) copies of all necessary corporate resolutions of the Issuer to issue the Bonds and execute the Finance Documents to which it is a party;

(c) a separate power of attorney (unless included in the corporate resolutions) from the Issuer to relevant individuals for their execution of the relevant Finance Documents, or extracts from the relevant register or similar documentation evidencing such individuals' authorisation to execute such Finance Documents on behalf of the Issuer;

(d) copies of the Issuer's articles of association and a full extract from the relevant company register in respect of the Issuer evidencing that the Issuer is validly existing;

(e) the Issuer's latest Financial Reports;

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(f) confirmation that the applicable prospectus requirements (cf. the EU prospectus regulation ((EU) 2017/1129)) concerning the issuance of the Bonds have been fulfilled;

(g) confirmation that the Bonds are registered in the Securities Depository (by obtaining an ISIN for the Bonds);

(h) 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;

(i) the Bond Trustee Fee Agreement duly executed by all parties thereto; and

(j) 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 Bond Agreement and the Finance Documents).

6.2 The Bond Trustee, acting in its sole discretion, may, regarding this Clause 6, waive the requirements for documentation or decide that delivery of certain documents shall be made subject to an agreed closing procedure between the Bond Trustee and the Issuer.

6.3 Disbursement of the Net Proceeds from 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 Clause 6.2.

6.4 On the Issue Date, subject to receipt of confirmation from the Bond Trustee pursuant to Clause 6.3, the Managers shall make the Net Proceeds from the Bond Issue available to the Issuer.

6.5 The Issuer may issue Additional Bonds if:

(a) a Tap Issue Addendum has been duly executed by all parties thereto;

(b) the representations and warranties contained in Clause 7 (*Representations and Warranties*) of the Bond Agreement are true and correct in all material respects and repeated by the Issuer as at the date of issuance of such Additional Bonds; and

(c) the Issuer is in compliance with all financial covenants, tested pro forma including the new Financial Indebtedness incurred as a result of issuing such Additional Bonds, and will immediately after the issuance of Additional Bonds continue to comply with any borrowing limit or other restriction on the Issuer's ability to incur new Financial Indebtedness.

7 REPRESENTATIONS AND WARRANTIES

7.1 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 Group Company 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 the Bond Agreement;

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(b) on the Issue Date; and

(c) on the date of issuance of any Additional Bonds:

7.1.1 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.

7.1.2 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, this Bond Agreement and any other Finance Document to which it is a party and the transactions contemplated by those Finance Documents.

7.1.3 Valid, binding and enforceable obligations

This Bond Agreement 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.

7.1.4 Non-conflict with other obligations

The entry into and performance by it of this Bond Agreement 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.

7.1.5 No Event of Default

(a) No Event of Default exists or is likely to result from the making of any drawdown under this Bond Agreement or the entry into, the performance of, or any transaction contemplated by, any Finance Document.

(b) No other event or circumstance is outstanding which constitutes (or with the expiry of a 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.

7.1.6 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 this Bond Agreement 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 this Bond

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Agreement,

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

7.1.7 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.

7.1.8 Financial Reports

Its most recent Annual Financial Statements and Interim Accounts 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.

7.1.9 No Material Adverse Effect

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

7.1.10 No misleading information

Any factual information provided by it to the subscribers or the Bond Trustee for the purposes of this Bond Issue 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.

7.1.11 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 this Bond Agreement.

7.1.12 Pari passu ranking

Its payment obligations under this Bond Agreement or any other Finance Document to which it is a party rank at least pari passu as set out in Clause 8.1.

7.1.13 Security

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

8 STATUS OF THE BONDS AND SECURITY

8.1 The Bonds shall constitute senior debt obligations of the Issuer. The Bonds shall, subject to Clause 9 (*Potential security and/or guarantee sharing*), rank at least pari passu with all other obligations of the Issuer (save for such claims which are preferred by bankruptcy, insolvency, liquidation or other similar laws of general application) and shall rank ahead of Subordinated Debt.

8.2 Subject to any Security or guarantees granted pursuant to Clause 9 (*Potential security and/or guarantee sharing*), the Bonds are unsecured.

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9 POTENTIAL SECURITY AND/OR GUARANTEE SHARING

9.1 The Bond Trustee shall be irrevocably authorized to:

(a) accept any guarantee and/or Security offered to the Bondholders in accordance with:

(i) the exception in paragraph (e)(iv) (*Financial Support restrictions*) of Clause 14.3.8 (*Special Undertakings*); and/or

(ii) the exception in paragraph (b) of the definition of "Permitted Security"; and

(b) enter into such documents and/or agreements (including, without limitation, any intercreditor and coordination agreements) that may be necessary to facilitate the granting of such guarantees and/or Security on the terms of the relevant offer.

9.2 Each Bondholder acknowledges and agrees that such documents and/or agreements (as amended in Clause 9.1) may contain terms and conditions that may limit the value of such guarantees and/or security interest for the Bondholders, including, without limitation:

(a) by having standstill provisions and/or voting requirements that may prevent and/or limit the Bondholders' and/or the Bond Trustee's ability to take action under or in respect of such guarantees and/or security assets; and

(b) by granting Permitted Financial Indebtedness (other than under paragraph (d) of that definition) a better priority to such security assets and/or under such guarantees (or the enforcement proceeds from such security assets and/or such guarantee), for instance, in the form of waterfall provisions, differences in priority, subordination of guarantee claims and/or otherwise.

10 INTEREST

10.1 The Issuer shall pay interest on the Nominal Amount of the Bonds from, and including, the Issue Date at the Interest Rate.

10.2 Interest payments shall be made in arrears on the Interest Payment Dates each year, the first Interest Payment Date falling on 8 January 2027.

10.3 The relevant interest payable amount shall be calculated based on a period (each an "**Interest Period**") from, and including, the Issue Date to, but excluding, the next following applicable Interest Payment Date, and thereafter from and including, that Interest Payment Date to, but excluding, the next following applicable Interest Payment Date.

10.4 Interest will accrue on the Nominal Amount of any Additional Bonds for each Interest Period starting with the Interest Period commencing on the Interest Payment Date immediately prior to the issuance of the Additional Bonds (or, if the date of the issuance is not an Interest Payment Date and there is no Interest Payment Date prior to such date of issuance, starting with the Interest Period commencing on the Issue Date).

10.5 The day count fraction ("**Floating Rate Day Count Fraction**") in respect of the calculation

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of the payable interest amount shall be "Actual/360", which means that the number of days in the calculation period in which payment being made divided by 360.

10.6 The applicable Interest Rate on the Bonds is set/reset on each Interest Payment Date by the Bond Trustee commencing on the Interest Payment Date at the beginning of the relevant calculation period, based on the Bond Reference Rate two (2) Business Days preceding that Interest Payment Date.

When the Interest Rate is set for the first time and on subsequent Interest Rate resets, the next Interest Payment Date, the Interest Rate applicable up to the next Interest Payment Date and the actual number of calendar days up to that date shall immediately be notified to the Bondholders, the Issuer, the Paying Agent, and if the Bonds are listed, the Exchange.

10.7 The payable interest amount per Bond for a relevant calculation period shall be calculated as follows:

Interest amount	=	Nominal Value	x	Interest Rate	x Floating Rate Day Count Fraction

11 MATURITY OF THE BONDS AND REDEMPTION

11.1 Maturity

The Bonds shall mature in full on the Maturity Date and shall be repaid at 100.00 per cent of the Nominal Amount by the Issuer.

11.2 Call Option

11.2.1 The Issuer may redeem (in whole or parts) the Outstanding Bonds (Call Option) on any Business Day from and including:

(a) the Issue Date to, but not including, the First Call Date at the Make Whole Amount;

(b) the First Call Date to, but not including, 8 March 2030 at a price equal to 102.904 per cent of the Nominal Amount for each redeemed Bond (the "**First Call Price**");

(c) 8 March 2030 to, but not including, 8 January 2031 at a price equal to 101.452 per cent of the Nominal Amount for each redeemed Bond; and

(d) 8 January 2031 to, but not including, the Maturity Date at a price equal to 100.250 per cent of the Nominal Amount for each redeemed Bond.

11.2.2 Any redemption of Bonds pursuant to the Call Option shall include accrued but unpaid interest on the redeemed Bonds.

11.2.3 Exercise of the Call Option shall be notified by the Issuer in writing to the Bond Trustee and the Bondholders at no less than ten (10) Business Days prior to the Call Option Repayment Date. Any call notice given in respect of redemption of Bonds shall be irrevocable except that it may, at the Issuer's discretion, be subject to the satisfaction of certain conditions precedent, to be satisfied or waived no later than three (3) Business Days prior to the Call Option Repayment Date. If such conditions precedent have not been satisfied or waived by that date, the call notice shall be null and void.

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11.2.4 The redemption prices above shall be determined based on the Call Option Repayment Date and not based on the date the Call Option was exercised (issue of call notice).

11.2.5 On the settlement date of the Call Option, the Issuer shall pay to each of the Bondholders holding Bonds to be redeemed, in respect of each such Bond, the principal amount of such Bond (including any premium as stated above) and any unpaid interest accrued to the settlement date.

11.2.6 Bonds redeemed by the Issuer in accordance with this Clause 11.2 (*Call Option*) shall be discharged against the Outstanding Bonds.

11.3 Change of control

11.3.1 Upon the occurrence of a Change of Control Event or a Share De-Listing Event (each a "**Put Option Even**t"), each Bondholder shall have the right to require that the Issuer repurchases the relevant Bondholder's Bonds (a "**Put Option**") at a price of 101.00 per cent of the Nominal Amount of the repurchased Bonds (plus accrued and unpaid interest on the repurchased Bonds).

11.3.2 A Put Option must be exercised within fifteen (15) Business Days following the notice of a Put Option Event. The settlement date of the Put Option shall be on the fifth (5th) Business Day after the end of the fifteen (15) Business Days exercise period (the "**Put Option Repayment Date**"**).**

11.3.3 The Put Option may be exercised by each Bondholder by giving written notice of the request to its Account Manager. The Account Manager shall notify the Paying Agent of the redemption request.

11.3.4 On the Put Option Repayment Date, the Issuer shall pay to each of the Bondholders holding Bonds to be redeemed, the principal amount of each such Bond (including any premium pursuant to Clause 11.3.1) and any unpaid interest accrued up to (but not including) the settlement date.

11.3.5 If Bonds representing more than 90 per cent of the Outstanding Bonds have been repurchased pursuant to the Put Option, the Issuer shall be entitled to repurchase all of the remaining Outstanding Bonds at a price of 101 per cent of the Nominal Amount, 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 Put Option Repayment Date.

12 PAYMENTS

12.1 Covenant to pay

12.1.1 The Issuer will on any Payment Date (or any other due date pursuant to any Finance Document) unconditionally pay to or to the order of the Bond Trustee all amounts due under this Bond Agreement or any other Finance Document.

12.1.2 The covenant contained in Clause 12.1.1 shall be for the benefit of the Bond Trustee and the Bondholders.

12.2 Payment mechanics

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12.2.1 If no specific order is made by the Bond Trustee under Clause 12.1.1, the Issuer shall pay all amounts due to the Bondholders under this Bond Agreement or any other Finance Document by crediting the bank account nominated by each Bondholder in connection with its securities account in the Securities Depository.

12.2.2 Payment shall be deemed to have been made once the amount has been credited to the bank which holds the bank account nominated by the Bondholder in question, but 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, see however Clause 12.3 (*Currency*).

12.2.3 In case of irregular payments, the Bond Trustee may instruct the Issuer, the Bondholders or others of other payment mechanisms than described in Clause 12.2.1 or 12.2.2 above. The Bond Trustee may also obtain payment information regarding Bondholders' accounts from the Securities Depository or Account Managers.

12.2.4 Subject to Clause 12.3 (*Currency*), payment by the Issuer in accordance with this Clause 12.2 shall constitute good discharge of its obligations under Clause 12.1.1.

12.3 Currency

12.3.1 If the Bonds are denominated in other currencies than NOK, each Bondholder has to provide the Paying Agent (either directly or through its Account Manager) with specific payment instructions, including foreign exchange bank account details. Depending on any currency exchange settlement agreements between each Bondholder's bank and the Paying Agent, cash settlement may be delayed, and payment shall be deemed to have been made at the date of the cash settlement, provided however, that no default interest or other penalty shall accrue for the account of the Issuer.

12.3.2 Except as otherwise expressly provided, all amounts payable under this Bond Agreement and any other Finance Document shall be payable in the same currency as the Bonds are denominated in. If, however, the Bondholder has not given instruction as set out in Clause 12.3 (*Currency*) within five (5) Business Days prior to a Payment Date, the cash settlement will be exchanged into NOK and credited to the NOK bank account registered with the Bondholder's account in the Securities Depository.

12.3.3 Amounts payable in respect of costs, expenses, taxes and other liabilities of a similar nature shall be payable in the currency in which they are incurred.

12.4 Set-off and counterclaims

The Issuer may not apply or perform any counterclaims or set-off against any payment obligations pursuant to this Bond Agreement or any other Finance Document.

12.5 Interest in the event of late payment

12.5.1 In the event that any amount due under this Bond Agreement or any Finance Document is not made on the relevant due date, the unpaid amount shall bear interest from the due date at an interest rate equivalent to the Interest Rate according to Clause 10 (*Interest*) plus five percentage points (5.00%) per annum.

12.5.2 The interest charged under this Clause 12.5 shall be added to the defaulted amount on each respective Interest Payment Date relating thereto until the defaulted amount has been

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repaid in full.

12.5.3 The unpaid amounts shall bear interest as stated above until payment is made, whether or not the Bonds are declared to be in default pursuant to Clause 16.1.1 (*Non-payment*), cf. Clauses 16.2 - 16.4.

12.6 Partial payments

If the Bond Trustee or the Paying Agent receives a payment that is insufficient to discharge all the amounts then due and payable under the Finance Documents, that payment shall be applied in the following order:

(a) first, in or towards payment of any unpaid fees, costs and expenses of the Bond Trustee under the Finance Documents;

(b) secondly, in or towards payment of any accrued interest due but unpaid under the Bond Agreement, pro rata and without any preference or priority of any kind; and

(c) thirdly, in or towards payment of any principal due but unpaid under the Bond Agreement, pro rata and without any preference or priority of any kind.

13 ISSUER'S AND GROUP COMPANIES' ACQUISITION OF BONDS

The Issuer and the Group Companies each have the right to acquire and own Bonds (Issuer's Bonds). The Issuer's or a Group Company's holding of Bonds may at the Issuer's or the relevant Group Company's discretion be retained by the Issuer or the Group Company or sold (but not discharged).

14 COVENANTS

14.1 General

The Issuer undertakes from the date of this Bond Agreement and until such time that no amounts are outstanding under this Bond Agreement or any other Finance Document, to the Bond Trustee, as further set out in this Clause 14.

14.2 Information Covenants

14.2.1 The Issuer shall:

(a) without being requested to do so, promptly inform the Bond Trustee in writing of any Event of Default or any event or circumstance which the Issuer could reasonably be expected to understand to lead to an Event of Default and the steps, if any, being taken to remedy it;

(b) without being requested to do so, prepare Annual Financial Statements and make them available on its website in the English language (alternatively by arranging for publication at Stamdata or another relevant information platform) as soon as they become available, and not later than four (4) calendar months after the end of each financial year;

(c) without being requested to do so, prepare Interim Accounts and make them available on its website in the English language (alternatively by arranging for

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publication on Stamdata or another relevant information platform) as soon as they become available, and not later than two (2) calendar months after the end of the relevant Quarter Date;

(d) at the request of the Bond Trustee, report the balance of the Issuer's Bonds;

(e) without being requested to do so, 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;

(f) if the Bonds are listed on an Exchange, send a copy to the Bond Trustee of its notices to the Exchange;

(g) if the Issuer and/or the Bonds are rated, inform the Bond Trustee of its and/or the rating of the Bond Issue, and any changes to such rating;

(h) inform the Bond Trustee of changes in the registration of the Bonds in the Securities Depository; and

(i) within a reasonable time, provide such information about the Issuer's business, assets and financial condition as the Bond Trustee may reasonably request.

14.2.2 The Issuer shall in connection with the publication of its Financial Reports under Clause 14.2.1 (b) and (c), confirm to the Bond Trustee in writing the Issuer's compliance with the covenants in this Clause 14 (*Covenants*), unless the Bond Trustee explicitly waives such requirement. Such confirmation shall be undertaken in a certificate, substantially in the form set out in Schedule 1 hereto, signed by the Chief Executive Officer or Chief Financial Officer of the Issuer (a "**Compliance Certificate**"). In the event of non-compliance, the Compliance Certificate shall describe the non-compliance, the reasons therefore as well as the steps which the Issuer has taken and will take in order to rectify the non-compliance. The Bond Trustee may upon request make such Compliance Certificate available to the Bondholders.

14.3 General Covenants

14.3.1 Pari passu ranking

The Issuer shall ensure that its obligations under this Bond Agreement and any other Finance Document shall at all times rank as set out in Clause 8.1 (*Status of the Bonds and security*).

14.3.2 Mergers and de-mergers

The Issuer shall not, and shall procure that no other Group Company will carry out:

(a) any merger or other business combination or corporate reorganisation involving the consolidation of assets and obligations of the Issuer or any other Group Company with any other person other than with another Group Company; or

(b) any demerger or other corporate reorganisation having the same or equivalent effect as a demerger involving the Issuer or any other Group Company,

if such merger, demerger, combination or reorganisation would have a Material Adverse Effect.

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14.3.3 Continuation of business

The Issuer shall not cease to carry on its business. The Issuer shall procure that no substantial change is made to the general nature of the business of the Group compared to the business at the Issue Date.

14.3.4 Corporate status

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

14.3.5 Disposal of business

The Issuer shall not, and shall procure that no other Group Company shall, sell, liquidate or otherwise dispose of all or a substantial part of the Group's assets or operations, unless:

(a) the transaction is carried out at fair market value, on terms and conditions customary for such transactions; and

(b) such transaction would not have a Material Adverse Effect.

14.3.6 Arm's length transactions

The Issuer shall not, and the Issuer shall ensure that no other Group Company shall, enter into any transaction with any person outside the Group except on arm's length terms and at fair market value.

14.3.7 Compliance with laws

The Issuer shall, and shall ensure that all other Group Companies shall, carry on its business in accordance with acknowledged, careful and sound practices in all aspects and comply in all respects with all laws and regulations it or they may be subject to from time to time, including without limitation any laws, regulations or orders concerning any trade, economic or financial sanctions or embargoes. Breach of these obligations shall be regarded as non-compliance only if such breach would have a Material Adverse Effect.

14.3.8 Special undertakings

(a) *Dividends*

The Issuer shall not, during the term of the Bonds, declare or make any Distribution to its shareholders other than Permitted Distributions.

(b) *Financial Indebtedness restrictions*

The Issuer shall not, and shall ensure that no other Group Company shall incur, create or permit to subsist any Financial Indebtedness other than the Permitted Financial Indebtedness.

(c) *Negative Pledge*

The Issuer shall not, and shall ensure that no other Group Company shall, create, permit to subsist or allow to exist any Security over any of its present or future assets (including shares in the other Group Companies) or its revenues, other than the Permitted Security.

(d) *Subsidiaries' Distributions*

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Save for obligations under the Permitted Financial Indebtedness, the Issuer shall not permit any Group Company to create or permit to exist any contractual obligation (or encumbrance) restricting the right of any Group Company to:

(i) make any Distributions to its shareholders;

(ii) service any Financial Indebtedness to the Issuer;

(iii) make any loans to the Issuer; or

(iv) transfer any of its assets and properties to the Issuer;

if the creation of such contractual obligation would prevent the Issuer from complying with any of its obligations under the Bond Agreement. Notwithstanding the foregoing, and to the extent not prevented by any applicable legal prohibitions, restrictions on financial assistance, dividend restrictions or the incurrence of personal liability of management or shareholders, the Issuer shall procure that the Group Companies always make the required Distributions in the form of dividends, loans or otherwise to enable the Issuer to service its payment obligations under the Bonds.

(e) *Financial Support Restrictions*

The Issuer shall not, and shall ensure that no other Group Company shall, grant any Financial Support other than any Permitted Financial Support.

14.4 Financial covenants

(a) The Issuer shall comply with the following financial covenants (the "**Financial Covenants**"):

(i) Interest Cover Ratio: The Issuer shall maintain an Interest Cover Ratio of minimum 3.0x.

(ii) Leverage Ratio: The Issuer shall maintain a Leverage Ratio of maximum 4.0x.

(iii) Secured Loan to Value Ratio: The Issuer shall maintain a Secured Loan to Value Ratio of maximum 65 per cent.

(b) The Issuer undertakes to comply with the Financial Covenants at all times, such compliance to be measured on each Quarter Date.

15 FEES AND EXPENSES

15.1 The Issuer shall cover all costs and expenses incurred by it or the Bond Trustee in connection with this Bond Agreement and the fulfilment of its obligations under this Bond Agreement or any other Finance Document, including in connection with the negotiation, preparation, execution and enforcement of this Bond Agreement and the other Finance Documents and any registration or notifications relating thereto (including any stamp duty), the listing of the Bonds on an Exchange (if applicable), and the registration and administration of the Bonds in the Securities Depository. The Bond Trustee may withhold funds from any escrow account (or similar arrangement) or from other funds received from

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the Issuer or any other person, irrespective of such funds being subject to Security under a Finance Documents, to set-off and cover any such costs and expenses.

15.2 The fees, costs and expenses payable to the Bond Trustee shall be paid by the Issuer and are set out in a separate agreement between the Issuer and the Bond Trustee.

15.3 Fees, costs and expenses payable to the Bond Trustee which, due to the Issuer's insolvency or similar circumstances, are not reimbursed in any other way may be covered by making an equivalent reduction in the proceeds to the Bondholders hereunder of any costs and expenses incurred by the Bond Trustee in connection with the restructuring or default of the Bond Issue and the enforcement of any Finance Document.

15.4 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 is not responsible for reimbursing any such fees.

15.5 The Issuer is responsible for withholding any withholding tax imposed by applicable law on any payments to the Bondholders.

15.6 If the Issuer is required by law to withhold any withholding tax from any payment under any Finance Document:

(a) the amount of the payment due from the Issuer shall be increased to such amount which is necessary to ensure that the Bondholders receive a net amount which is (after making the required withholding) equal to the payment which would have been due if no withholding had been required; and

(b) the Issuer shall at the request of the Bond Trustee deliver to the Bond Trustee evidence that the required tax reduction or withholding has been made.

15.7 If any withholding tax is imposed due to subsequent changes in applicable law after the date of this Bond Agreement, the Issuer shall have the right to call all but not some of the Bonds at par value plus accrued interest. Such call shall be notified by the Issuer in writing to the Bond Trustee and the Bondholders at least thirty (30) Business Days prior to the settlement date of the call.

16 EVENTS OF DEFAULT AND ACCELERATION OF THE BONDS

16.1 Each of the events or circumstances set out in this Clause 16.1 shall constitute an Event of Default:

16.1.1 Non-payment

The Issuer fails to pay any amount payable by it under the Finance Documents when such amount is due for payment, unless:

(a) its failure to pay is caused by administrative or technical error in payment systems or the Securities Depository and payment is made within 5 Business Days following the original due date; or

(b) in the discretion of the Bond Trustee, the Issuer has substantiated that it is likely that such payment will be made in full within 5 Business Days following the original due date.

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16.1.2 Breach of other obligations

The Issuer does not comply with any provision of the Finance Documents other than set out under paragraph 16.1.1 (*Non-payment*) above, unless such failure is capable of being remedied and is remedied within 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.

16.1.3 Misrepresentations

Any representation, warranty or statement (including statements in Compliance Certificates) made by any 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, unless the circumstances giving rise to the misrepresentation are capable of remedy and are remedied within 20 Business Days of the earlier of the Bond Trustee giving notice to the Issuer or the Issuer becoming aware of such misrepresentation.

16.1.4 Cross default

If for any Group Company:

(a) any Financial Indebtedness is not paid when due nor within any applicable grace period; or

(b) 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

(c) any commitment for any Financial Indebtedness is cancelled or suspended by a creditor as a result of an event of default (however described); or

(d) 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 (a) to (d) above exceeds a total of EUR 10,000,000 (or the equivalent thereof in any other currency).

16.1.5 Insolvency and insolvency proceedings

Any Group Company:

(a) is Insolvent; or

(b) is object of any corporate action or any legal proceedings is taken in relation to:

(i) 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 reorganisation; or

(ii) a composition, compromise, assignment or arrangement with any creditor which may materially impair the Issuer's ability to perform its payment obligations under this Bond Agreement; or

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(iii) 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

(iv) enforcement of any Security over any of its or their assets having an aggregate value exceeding the threshold amount set out in paragraph 16.1.4 (*Cross default*) above; or

(v) for paragraphs (i) to (iv) 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 20 Business Days of commencement.

16.1.6 Creditor's process

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of any Group Company having an aggregate value exceeding the threshold amount set out in paragraph 16.1.4 (*Cross default*) above and is not discharged within 20 Business Days

16.1.7 Unlawfulness

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

(a) the ability of the Issuer to perform its obligations under this Bond Agreement; or

(b) the ability of the Bond Trustee to exercise any material right or power vested to it under the Finance Documents.

16.2 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 16.3 (Bondholders' instructions) below, by serving a notice (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 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.

16.3 Bondholders' instructions

The Bond Trustee shall serve a Default Notice 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

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(b) the Bondholders' Meeting, by a simple majority decision, has approved the declaration of an Event of Default.

16.4 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 11.2 (*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 16.1.1 (*Non-payment*) of Clause 16.1, 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 First Call Price.

17 BONDHOLDERS' MEETING

17.1 Authority of the Bondholders' Meeting

17.1.1 The Bondholders' Meeting represents the supreme authority of the Bondholders community in all matters relating to the Bonds, and has the power to make all decisions altering the terms and conditions of the Bonds, including, but not limited to, any reduction of principal or interest and any conversion of the Bonds into other capital classes.

17.1.2 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.

17.1.3 If a resolution by or an approval of the Bondholders is required, such resolution shall be passed at a Bondholders' Meeting, see however Clause 18 (*The Bond Trustee*). Resolutions passed at Bondholders' Meetings shall be binding upon all Bondholders and prevail for all the Bonds.

17.2 Procedural rules for Bondholders' Meetings

17.2.1 A Bondholders' Meeting shall be held at the written request of:

(a) the Issuer;

(b) Bondholders representing at least 1/10 of the Voting Bonds;

(c) the Exchange, if the Bonds are listed; or

(d) the Bond Trustee.

17.2.2 The Bondholders' Meeting shall be summoned by the Bond Trustee. A request for a Bondholders' Meeting shall be made in writing to the Bond Trustee, and shall clearly state the matters to be discussed.

17.2.3 If the Bond Trustee has not summoned a Bondholders' Meeting within ten (10) Business

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Days after having received a valid request, then the requesting party may summons the Bondholders' Meeting itself.

17.2.4 The summons to a Bondholders' Meeting shall be dispatched no later than ten (10) Business Days prior to the date of the Bondholders' Meeting. The summons and a confirmation of each Bondholder's holdings of Bonds shall be sent to all Bondholders registered in the Securities Depository at the time of distribution. The Exchange shall also be informed if the Bonds are listed.

17.2.5 The summons shall specify the agenda of the Bondholders' Meeting. The Bond Trustee may in the summons also set out other matters on the agenda than those requested. If amendments to this Bond Agreement have been proposed, the main content of the proposal shall be stated in the summons.

17.2.6 The Bond Trustee may restrict the Issuer from making any changes in the number of Voting Bonds in the period from distribution of the summons until the Bondholders' Meeting, by serving notice to it to such effect.

17.2.7 Matters that have not been reported to the Bondholders in accordance with the procedural rules for summoning of a Bondholders' Meeting may only be adopted with the approval of all Voting Bonds.

17.2.8 The Bondholders' Meeting shall be held on premises designated by the Bond Trustee. The Bondholders' Meeting shall be opened and shall, unless otherwise decided by the Bondholders' Meeting, be chaired by the Bond Trustee. If the Bond Trustee is not present, the Bondholders' Meeting shall be opened by a Bondholder, and be chaired by a representative elected by the Bondholders' Meeting.

17.2.9 Minutes of the Bondholders' Meeting shall be kept. The minutes shall state the numbers Bonds represented at the Bondholders' Meeting, the resolutions passed at the meeting, and the result of the voting. The minutes shall be signed by the chairman and at least one other person elected by the Bondholders' Meeting. The minutes shall be deposited with the Bond Trustee and shall be available to the Bondholders.

17.2.10 The Bondholders, the Bond Trustee and – provided the Bonds are listed – representatives of the Exchange, have the right to attend the Bondholders' Meeting. The chairman may grant access to the meeting to other parties, unless the Bondholders' Meeting decides otherwise. Bondholders may attend by a representative holding proxy. Bondholders have the right to be assisted by an advisor. In case of dispute the chairman shall decide who may attend the Bondholders' Meeting and vote for the Bonds.

17.2.11 Representatives of the Issuer have the right to attend the Bondholders' Meeting. The Bondholders' Meeting may resolve that the Issuer's representatives may not participate in particular matters. The Issuer has the right to be present under the voting.

17.3 Resolutions passed at Bondholders' Meetings

17.3.1 At the Bondholders' Meeting each Bondholder may cast one vote for each Voting Bond owned at close of business on the day prior to the date of the Bondholders' Meeting in accordance with the records registered in the Securities Depository. The Bond Trustee may, at its sole discretion, accept other evidence of ownership. Whoever opens the Bondholders' Meeting shall adjudicate any question concerning which Bonds shall count as the Issuer's

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Bonds. The Issuer's Bonds shall not have any voting rights.

For this purpose, a Bondholder that has a Bond that is nominee registered shall be deemed as the Bondholder of such Bond (instead of the nominee) provided that the Bondholder presents relevant evidence stating that the relevant Bondholder is the Bondholder of the Bond and the amount of Bonds held by such Bondholder.

17.3.2 In all matters, the Issuer, the Bond Trustee and any Bondholder have the right to demand vote by ballot. In case of parity of votes, the chairman shall have the deciding vote, regardless of the chairman being a Bondholder or not.

17.3.3 In order to form a quorum, at least half (1/2) of the Voting Bonds must be represented at the meeting, see however Clause 17.4 (*Repeated Bondholders' Meeting*). Even if less than half (1/2) of the Voting Bonds are represented, the Bondholders' Meeting shall be held and voting completed.

17.3.4 Resolutions shall be passed by simple majority of the Voting Bonds represented at the Bondholders' Meeting, unless otherwise set out in Clause 17.3.5.

17.3.5 A majority of at least 2/3 of the Voting Bonds represented at the Bondholders' Meeting is required for any waiver or amendment of any terms of this Bond Agreement.

17.3.6 The Bondholders' Meeting may not adopt resolutions which may give certain Bondholders or others an unreasonable advantage at the expense of other Bondholders.

17.3.7 The Bond Trustee shall ensure that resolutions passed at the Bondholders' Meeting are properly implemented, however, the Bond Trustee may refuse to carry out resolutions being in conflict with this Bond Agreement (or any other Finance Document) or any applicable law.

17.3.8 The Issuer, the Bondholders and the Exchange shall be notified of resolutions passed at the Bondholders' Meeting.

17.4 Repeated Bondholders' Meeting

17.4.1 If the Bondholders' Meeting does not form a quorum pursuant to Clause 17.3.3, a repeated Bondholders' Meeting may be summoned to vote on the same matters. The attendance and the voting result of the first Bondholders' Meeting shall be specified in the summons for the repeated Bondholders' Meeting.

17.4.2 The procedures and resolutions as set out in 16.2 and 16.3 above also apply for a repeated Bondholders' Meeting, however, a valid resolution may be passed at a repeated Bondholders' Meeting even though less than half (1/2) of the Voting Bonds are represented.

17.4.3 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 17.5 (*Written Resolutions*), even if the initial meeting was held pursuant to the procedures of a Bondholders' Meeting in accordance with Clause 17.2 (*Procedural rules for Bondholders' Meetings*) and vice versa.

17.5 Written Resolutions

17.5.1 Subject to the terms of this Bond Agreement, anything which may be resolved by the

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Bondholders in a Bondholders' Meeting pursuant to Clause 17.1 (*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.

17.5.2 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.

17.5.3 The summons for the Written Resolution shall be sent to the Bondholders registered in the Securities Depository at the time the summons for the Written Resolution is sent from the Securities Depository and published at the Bond Trustee's web site, or other relevant electronic platform or via press release.

17.5.4 The provisions set out in Clause 17.1 (*Authority of the Bondholders' Meeting*), Clause 17.2 (*Procedural rules for Bondholders' Meetings*), Clause 17.3 (R*esolutions passed at Bondholders' Meetings*) and Clause 17.4 (*Repeated Bondholders' Meeting*) shall apply mutatis mutandis to a Written Resolution, except that:

(a) the provisions set out in Clauses 17.2.8, 17.2.10, and 17.2.11 of Clause 17.2 (*Procedural rules for Bondholders' Meetings*); or

(b) provisions which are otherwise in conflict with the requirements of this Clause 17.5 (*Written Resolutions*),

shall not apply to a Written Resolution.

17.5.5 The summons for a Written Resolution shall include:

(a) instructions as to how to vote to each separate item in the summons for the Written Resolution (including instructions as to how voting can be done electronically if relevant); and

(b) the time limit within which the Bond Trustee must have received all votes necessary in order for the Written Resolution to be passed with the requisite majority (the "**Voting Period**"), such Voting Period to be at least three (3) Business Days but not more than fifteen (15) Business Days from the date of the summons for the Written Resolution, provided however that the Voting Period for a Written Resolution summoned pursuant to Clause 17.4 (*Repeated Bondholders' Meeting*) shall be at least ten (10) Business Days but not more than fifteen (15) Business Days from the date of the summons for the Written Resolution.

17.6 Only Bondholders of Voting Bonds registered with the Securities Depository on the relevant record date will be counted in the Written Resolution.

17.7 A Written Resolution is passed when the requisite majority set out in Clauses 17.3.4 or 17.3.5 has been achieved, based on the total number of Voting Bonds, even if the Voting Period has not yet expired. A Written Resolution may also be passed if the sufficient numbers of negative votes are received prior to the expiry of the Voting Period.

17.8 The effective date of a Written Resolution passed prior to the expiry of the Voting Period

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is the date when the resolution is approved by the last Bondholder that results in the necessary voting majority being achieved.

17.9 If no resolution is passed prior to the expiry of the Voting Period, the number of votes shall be calculated at the close of business on the last day of the Voting Period, and a decision will be made based on the quorum and majority requirements set out in Clauses 17.3.3 to 17.3.5.

18 THE BOND TRUSTEE

18.1 The role and authority of the Bond Trustee

18.1.1 The Bond Trustee shall monitor the compliance by the Issuer of its obligations under this Bond Agreement and applicable laws and regulations which are relevant to the terms of this Bond Agreement, including supervision of timely and correct payment of principal or interest, (however, this shall not restrict the Bond Trustee from discussing matters of confidentiality with the Issuer), arrange Bondholders' Meetings, and make the decisions and implement the measures resolved pursuant to this Bond Agreement. The Bond Trustee is not obligated to assess the Issuer's financial situation beyond what is directly set out in this Bond Agreement.

18.1.2 The Bond Trustee may take any step it in its sole discretion considers necessary or advisable to ensure the rights of the Bondholders in all matters pursuant to the terms of this Bond Agreement and is entitled to rely on advice from professional advisors. The Bond Trustee may in its sole discretion postpone taking action until such matter has been put forward to the Bondholders' Meeting. The Bond Trustee is not obliged to take any steps to ascertain whether any Event of Default has occurred and until it has actual knowledge or express notice to the contrary the Bond Trustee is entitled to assume that no Event of Default has occurred.

18.1.3 The Bond Trustee may make decisions binding for all Bondholders concerning this Bond Agreement, including amendments to this Bond Agreement and waivers or modifications of certain provisions, which in the opinion of the Bond Trustee, do not materially and adversely affect the rights or interests of the Bondholders pursuant to this Bond Agreement.

18.1.4 The Bond Trustee may reach decisions binding for all Bondholders in circumstances other than those mentioned in Clause 18.1.3 provided that prior notification has been made to the Bondholders. Such notice shall contain a proposal of the amendment and the Bond Trustee's evaluation. Further, such notification shall state that the Bond Trustee may not reach a decision binding for all Bondholders in the event that any Bondholder submits a written protest against the proposal within a deadline set by the Bond Trustee. Such deadline may not be less than five (5) Business Days following the dispatch of such notification.

18.1.5 The Bond Trustee may reach other decisions than set out in Clauses 18.1.3 or 18.1.4 to amend or rectify decisions which due to spelling errors, calculation mistakes, misunderstandings or other obvious errors do not have the intended meaning.

18.1.6 The Bond Trustee may not adopt resolutions which may give certain Bondholders or others an unreasonable advantage at the expense of other Bondholders.

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18.1.7 The Issuer, the Bondholders and the Exchange shall be notified of decisions made by the Bond Trustee pursuant to Clause 18.1 (*The role and authority of the Bond Trustee*) unless such notice obviously is unnecessary.

18.1.8 The Bondholders' Meeting can decide to replace the Bond Trustee without the Issuer's approval, as provided for in Clause 17.3.5.

18.1.9 The Bond Trustee may act as bond trustee and/or security agent for several bond issues relating to the Issuer notwithstanding potential conflicts of interest. The Bond Trustee may delegate exercise of its powers to other professional parties.

18.1.10 The Bond Trustee may instruct the Paying Agent to split the Bonds to a lower nominal value in order to facilitate partial redemptions, write-downs or restructuring of the Bonds or in other situations where such split is deemed necessary.

18.2 Liability and indemnity

18.2.1 The Bond Trustee is liable only for direct losses incurred by Bondholders or the Issuer as a result of gross negligence or wilful misconduct by the Bond Trustee in performing its functions and duties as set out in this Bond Agreement. Such liability is limited to the maximum amount set out in Clause 2.2 (*The Bond Issue*). The Bond Trustee is not liable for the content of information provided to the Bondholders on behalf of the Issuer.

18.2.2 The Issuer is liable for, and shall 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, agents and representatives) to fulfil its obligations under the terms of this Bond Agreement and any other Finance Document, 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 establishment and performance of this Bond Agreement and any other Finance Document.

18.2.3 The Bond Trustee can as a condition for carrying out an instruction from the Bondholders (including, but not limited to, instructions set out in Clause 16.3 or paragraph (b) of Clause 17.2.1), require satisfactory security and indemnities for any possible liability and anticipated costs and expenses, from those Bondholders who requested that instruction and/or those who voted in favour of the decision to instruct the Bond Trustee. Any instructions from the Bondholders may be put forward to the Bondholders' Meeting by the Bond Trustee before the Bond Trustee takes any action.

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18.3 Change of Bond Trustee

18.3.1 Change of Bond Trustee shall be carried out pursuant to the procedures set out in Clause 17 (*Bondholders' Meeting*). The Bond Trustee shall continue to carry out its duties as bond trustee until such time that a new Bond Trustee is elected.

18.3.2 The fees and expenses of a new bond trustee shall be covered by the Issuer pursuant to the terms set out in Clause 15 (*Fees and expenses*), but may be recovered wholly or partially from the Bond Trustee if the change is due to a breach by the Bond Trustee of its duties pursuant to the terms of this Bond Agreement or other circumstances for which the Bond Trustee is liable.

18.3.3 The Bond Trustee undertakes to co-operate so that the new bond trustee receives without undue delay following the Bondholders' Meeting the documentation and information necessary to perform the functions as set out under the terms of this Bond Agreement.

19 MISCELLANEOUS

19.1 The community of Bondholders

By virtue of holding Bonds, which are governed by this Bond Agreement (which pursuant to Clause 2.1.1 is binding upon all Bondholders), a community exists between the Bondholders, implying, inter alia, that:

(a) the Bondholders are bound by the terms of this Bond Agreement;

(b) the Bond Trustee has power and authority to act on behalf of, and/or represent; the Bondholders, in all matters, included but not limited to taking any legal or other action, including enforcement of the Bond Issue and/or any Security, opening of bankruptcy or other insolvency proceedings;

(c) the Bond Trustee has, in order to manage the terms of this Bond Agreement, access to the Securities Depository to review ownership of Bonds registered in the Securities Depository; and

(d) this Bond Agreement establishes a community between Bondholders meaning that:

(i) the Bonds rank pari passu between each other;

(ii) the Bondholders may not, based on this Bond Agreement, act directly towards, and may not themselves institute legal proceedings against, the Issuer, guarantors or any other third party based on claims derived from the Finance Documents, including but not limited to recover the Bonds, enforcing any Security or pursuing claims against any party as a substitute for damages to the interests under the Finance Documents, regardless of claims being pursued on a contractual or non-contractual basis, however not restricting the Bondholders to exercise their individual rights derived from this Bond Agreement;

(iii) the Issuer may not, based on this Bond Agreement, act directly towards the Bondholders;

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(iv) the Bondholders may not cancel the Bondholders' community; and

(v) the individual Bondholder may not resign from the Bondholders' community.

19.2 Bond Defeasance

19.2.1 The Issuer may, at its option and at any time, elect to have certain obligations discharged (see Clause 19.2.2) upon complying with the following conditions (the "**Bond Defeasance**"):

(a) the Issuer shall have irrevocably pledged to the Bond Trustee for the benefit of the Bondholders cash or government bonds accepted by the Bond Trustee, or other security accepted by the Bond Trustee, (the "**Defeasance Security**") in such amounts as will be sufficient for the payment of principal (including if applicable premium payable upon exercise of a Call Option) and interest on the Outstanding Bonds to Maturity Date (or upon an exercise of a Call Option plus applicable premium) or any other amount agreed between the Parties;

(b) the Issuer shall have delivered to the Bond Trustee a duly signed certificate that the Defeasance Security was not made by the Issuer with the intent of preferring the Bondholders over any other creditors of the Issuer or with the intent of defeating, hindering, delaying or defrauding any other creditors of the Issuer or others; and

(c) the Issuer shall have delivered to the Bond Trustee any certificate or legal opinion reasonably required by the Bond Trustee regarding the Bond Defeasance including any statements regarding the perfection and enforceability, rights against other creditors (including any hardening period) and other issues regarding the Defeasance Security.

19.2.2 Upon the exercise by the Issuer of the Bond Defeasance:

(a) The Issuer shall be released from the obligations under all provisions in Clause 14 (*Covenants*), except Clauses 14.2.1(a), (d), (g), (h) and (i), or as otherwise agreed;

(b) the Issuer shall not (and shall ensure that all Group Companies shall not) take any actions that may cause the value of the Defeasance Security to be reduced, and shall at the request of the Bond Trustee execute, such further actions as the Bond Trustee may reasonably require;

(c) any guarantor(s) shall be discharged from their obligations under the guarantee(s), and the guarantee(s) shall cease to have any legal effect, or as otherwise agreed;

(d) any Security other than the Defeasance Security shall be discharged; and

(e) all other provisions of this Bond Agreement (except (a) – (c) above) shall remain fully in force without any modifications, or as otherwise agreed.

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19.2.3 All amounts owed by the Issuer hereunder covered by the Defeasance Security shall be applied by the Bond Trustee, in accordance with the provisions of this Bond Agreement, against payment to the Bondholders of all sums due to them under this Bond Agreement on the due date thereof.

Any excess funds not required for the payment of principal, premium and interest to the Bondholders (including any expenses, fees etc due to the Bond Trustee hereunder) shall be returned to the Issuer.

19.2.4 if the Bonds are secured, the Defeasance Security shall be considered as a replacement of the Security established prior to the Defeasance Security.

19.3 Limitation of claims

All claims under the Bonds and this Bond Agreement for payment, including interest and principal, shall be subject to the time-bar provisions of the Norwegian Limitation Act of May 18, 1979 No. 18.

19.4 Access to information

19.4.1 This Bond Agreement is available to anyone and copies may be obtained from the Bond Trustee or the Issuer. The Bond Trustee shall not have any obligation to distribute any other information to the Bondholders or others than explicitly stated in this Bond Agreement. The Issuer shall ensure that a copy of this Bond Agreement is available to the general public until all the Bonds have been fully discharged.

19.4.2 The Bond Trustee shall, in order to carry out its functions and obligations under this Bond Agreement, have access to the Securities Depository for the purposes of reviewing ownership of the Bonds registered in the Securities Depository.

19.5 Amendments

All amendments of this Bond Agreement shall be made in writing, and shall unless otherwise provided for by this Bond Agreement, only be made with the approval of all parties hereto.

19.6 Notices, contact information

19.6.1 Written notices, warnings, summons etc to the Bondholders made by the Bond Trustee shall be sent via the Securities Depository with a copy to the Issuer and the Exchange. Information to the Bondholders may also be published at Stamdata only. Any such notice or communication shall be deemed to be given or made as follows:

(a) if by letter via the Securities Depository, when sent from the Securities Depository; and

(b) if by publication on Stamdata, when publicly available.

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19.6.2 The Issuer's written notifications to the Bondholders shall be sent via the Bond Trustee, alternatively through the Securities Depository with a copy to the Bond Trustee and the Exchange.

19.6.3 Unless otherwise specifically provided, all notices or other communications under or in connection with this Bond Agreement between the Bond Trustee and the Issuer shall be given or made in writing, by letter, e-mail or fax. Any such notice or communication shall be deemed to be given or made as follows:

(a) if by letter, when delivered at the address of the relevant Party;

(b) if by e-mail, when received; and

(c) if by fax, when received.

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

19.6.5 When determining deadlines set out in this Bond Agreement, the following shall apply (unless otherwise stated):

(a) If the deadline is set out in days, the first day when the deadline is in force shall not be inclusive, however, the meeting day or the occurrence the deadline relates to, shall be included.

(b) If the deadline is set out in weeks, months or years, the deadline shall 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 shall be the last day of such month.

(c) If a deadline ends on a day which is not a Business Day, the deadline is postponed to the next Business Day.

19.7 Dispute resolution and legal venue

19.7.1 This Bond Agreement and all disputes arising out of, or in connection with this Bond Agreement between the Bond Trustee, the Bondholders and the Issuer, shall be governed by Norwegian law.

19.7.2 All disputes arising out of, or in connection with this Bond Agreement between the Bond Trustee, the Bondholders and the Issuer, shall, subject to Clause 19.7.3 below, be exclusively resolved by the courts of Norway, with the District Court of Oslo as sole legal venue.

19.7.3 Clause 19.7.2 is for the benefit of the Bond Trustee only. As a result, the Bond Trustee shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Bond Trustee may take concurrent proceedings in any number of jurisdictions.

*****

[*Signature page follows.*]

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This Bond Agreement has been executed by way of electronic signatures.

Issuer

DocuSigned by:
Tom Stian Haugerud
329D2EBF1E9B463...

By: Tom Stian Haugerud
Position: Attorney-in-fact

Bond Trustee

Signed by:
Jørgen Andersen
58A2C1FDB37C410...

By: Jørgen Andersen
Position: Director, Corporate Bond & Loan Transactions

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SCHEDULE 1
COMPLIANCE CERTIFICATE

Nordic Trustee AS
P.O. Box 1470 Vika
N-0116 Oslo
Norway

Fax: + 47 22 87 94 10
E-mail: mail@nordictrustee.no

[date]

Dear Sirs,

FRN B2 IMPACT ASA SENIOR UNSECURED BOND ISSUE 2026/2032 - ISIN NO0013768598

We refer to the Bond Agreement for the abovementioned Bond Issue made between Nordic Trustee AS as Bond Trustee on behalf of the Bondholders, and the undersigned as Issuer under which a Compliance Certificate shall be issued. This letter constitutes the Compliance Certificate for the period [PERIOD].

Capitalised terms used herein shall have the same meaning as in this Bond Agreement.

With reference to Clause 14.2.2 we hereby certify that:

1. all information delivered under cover of this Compliance Certificate is true and accurate.

2. in accordance with Clause 14.4 (*Financial Covenants*), the financial covenants are met;

    (i) the Interest Cover Ratio is [•].

    (ii) the Leverage Ratio is [•].

    (iii) the Secured Loan to Value Ratio is [•].

Copies of our latest consolidated [Annual Financial Statements] / [Interim Accounts] are enclosed.

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

Yours faithfully,
B2 Impact ASA

_____
Name of authorized person

Enclosure: [copy of any written documentation]