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**STRICTLY PRIVATE AND CONFIDENTIAL**

**Execution version**

## **Bonds Term Sheet**

**SEK BONDS ISIN: SE0015346663**

**EUR BONDS ISIN: SE0015346671**

**Gammelhavn Vejle ApS**

**Maximum of DKK 250,000,000 equivalent in SEK or EUR**

**Secured Fixed Rate Corporate Bonds**

**2021/2023**

**(the "Bonds")**

*The following overview included in this term sheet does not purport to be complete, and is qualified in its entirety by the final Terms and Conditions for the Bonds and related documents. The issue of the Bonds is subject to approval by the board of directors of the Issuer, as well as any other approvals as may be required by applicable company law.*

*Unless otherwise defined in this term sheet, terms defined in the Schedule (Definitions) hereto shall have the same meanings when used in this term sheet.*

### Structure

**Issuer:** Gammelhavn Vejle ApS, a limited liability company incorporated in Denmark, with CVR number 41 71 46 38.

**Group:** The Issuer and each of its Subsidiaries from time to time, and "**Group Company**" means any of them.

### Quantum and pricing

**Currency:** SEK and EUR, respectively the "**SEK Bonds**" and the "**EUR Bonds**".

**Initial Bond Issue:** SEK Bonds in an approximate amount of SEK 56,200,000.

EUR Bonds in an approximate amount of EUR 7,448,000.

**Subsequent Bond Issue:** The Issuer may at one or more occasion(s) issue additional Bonds (each a "**Subsequent Bond**") in a maximum amount of up to, together with the amount of the Initial Bond Issue, DKK 250,000,000 equivalent in SEK or EUR) (each a "**Subsequent Bond Issue**"), provided that the Incurrence Test (calculated pro forma including such issue) is met.

**Interest Rate:** The Bonds shall carry fixed interest at 12.00 per cent. *per annum*.

**First Issue Date:** Expected to be on or about 11 February 2021. Notice of the First Issue Date is expected to be given to subscribers at least two (2) Business Days prior to such date.

**Issue Date:** The First Issue Date and any subsequent date when a Subsequent Bond Issue takes place.

**Final Maturity Date:** 24 months after the First Issue Date, subject to the Extension Option.

**Extension Option:** The Issuer shall have an option to extend the original Final Maturity Date with twelve (12) months by giving notice to the Agent and the Bondholders at least ten (10) Business Days prior to the original Final Maturity Date, provided that no Event of Default is outstanding and continuing on the date when the Issuer gives written notice.

**Interest Payment Dates:** The dates falling quarterly after the First Issue Date each year.  
The first Interest Payment Date shall be the date falling one quarter after the First Issue Date, i.e. in May 2021.

The last Interest Payment Date shall be the Final Maturity Date (or such earlier date on which the Bonds are redeemed in full).

To the extent any of the above dates is not a Business Day, the first following day that is a Business Day.

**Interest Periods:** Interest on the Initial Bonds will accrue from, but excluding, the First Issue Date to, and including, the first Interest Payment Date.

Any subsequent interest periods will be the period from, but excluding, an Interest Payment Date to, and including, the next succeeding Interest Payment Date (or a shorter period if relevant).

Any Subsequent Bonds will carry interest at the Interest Rate from, but excluding, the Interest Payment Date falling immediately prior to their issuance to, and including, the next succeeding Interest Payment Date (or a shorter period if relevant).

**Interest Payment:** Interest shall be payable quarterly in arrear on the Interest Payment Dates each year.

**Calculation of Interest:** Interest shall be calculated on the basis of a 360-day year comprised of twelve months of thirty (30) days each and, in case of an incomplete month, the actual number of days elapsed (30/360-days basis).

**Default Interest:** Five (5) per cent. higher than the Interest Rate.

Accrued Default Interest shall not be capitalised. No Default Interest shall accrue where the failure to pay was solely attributable to the Agent or the CSD, in which case the Interest Rate shall apply instead.

**Price:** 100.00 per cent. of the initial Nominal Amount for the Bonds issued on the First Issue Date, provided that the Bonds may also be sold at a price below par to larger investors, in which case any difference shall be reduced from the Arranger's arrangement fee.

Subsequent Bonds may be issued at, above or below par.

**Nominal Amount:** The nominal amount of each SEK Bond will be SEK 10,000 and of each EUR Bond will be EUR 1,000.

**Minimum Investment:** The minimum investment upon issuance of the Bonds is SEK 1,100,000 (or at least the SEK equivalent of EUR 100,000) and EUR 100,000 respectively.

#### **Purpose and status**

**Purpose of the Initial Bond Issue and Any Subsequent Bond Issue:** The proceeds from the Initial Bond Issue and Subsequent Bond Issues shall be used to finance:

- (a) payment of Transaction Costs;
- (b) refinancing of debt incurred under any Senior Financing;
- (c) subject to the heading "Co-Investors" below, Downstream Loans and/or equity injections to a PropCo for the acquisition of one or more of the Properties;
- (d) Downstream Loans to a PropCo for financing of development, construction and transaction costs on one or more of the Properties (including, but not limited to, registration fees (*tinglysningsafgift*); and

(e) general corporate purposes of the Group (including, but not limited to, business acquisitions and capital expenditure as well as payment of Interest or other expenses relating to the Bonds).

The Issuer may acquire one or both of the Properties A or B in the Initial Bond Issue. Property C may only be acquired once final purchase agreements (subject only to conditions precedent under the Issuer's control) for Property A and B have been entered into.

**Status of the Bonds:** The Bonds constitute direct, general, unconditional, unsubordinated and secured obligations of the Issuer and shall at all times rank (i) without any preference among them and (ii) at least *pari passu* with all direct, unconditional, unsubordinated and unsecured obligations of the Issuer, except those obligations which are mandatorily preferred by law.

**Subordination Agreement:** Any claims under any Subordinated Loans shall be fully subordinated to the Bonds, including with respect to payments (maturity and instalments), tenure and enforcement proceeds under a subordination agreement in form and substance acceptable to the Agent (acting reasonably).

**Co-Investors:** The Issuer may invite a third-party to invest in the Projects by an equity and loan investment in any of the PropCos (a "**Co-Investor**").

Should the Co-Investor make the equity investment in a PropCo before a Property has been acquired, the Issuer may use the Net Proceeds as an equity injection in the PropCo instead of a Downstream Loan.

Should the Co-Investor invest in the PropCo after the relevant Property has been acquired with Downstream Loans, the Co-Investor may provide loans to the PropCo for application in accordance with the heading "Purpose of the Initial Bond Issue and Any Subsequent Bond Issue" (an "**Investor Loan**"), provided that (i) the Incurrence Test is made when granting an Investor Loan (including the amount of such loan) and (ii) the Investor Loan is granted on equal terms as the Downstream Loan, but may not be repaid or accelerated before the Downstream Loans in the PropCo have been repaid in full.

#### **Transaction Security**

**Transaction Security:** All amounts outstanding under the Finance Documents, including but not limited to the Bonds, plus accrued interests and expenses shall be secured by the following Security on the terms set out in the relevant security agreements:

- (a) a Danish law governed pledge over all the shares in the Issuer granted by the Sole Shareholder;
- (b) a Danish law governed pledge over all the shares in each PropCo, once established, granted by the Issuer, provided that

no newly issued shares to a Co-Investor shall be pledged to the Bondholders; and

- (c) a Danish law governed pledge over any current and future Downstream Loans.

**Junior Ranking  
Transaction Security**

If required by (a) a lender under a Senior Financing or (b) a lender under a Construction Facility, the Issuer (and any Co-Investor (if applicable)) is entitled to grant senior ranking security over all shares in the relevant PropCo, over all Downstream Loans and Investor Loans to the relevant PropCo and mortgages in the relevant Properties to such financiers, in which case the Bondholders are obliged (without any further approval processes) to accept a junior ranking pledge over the shares in the relevant PropCo and a junior ranking pledge over all Downstream Loans to the relevant PropCo, in each case subject to market standard intercreditor terms, described below under Intercreditor Agreement.

The Issuer shall inform the Bondholders if any Transaction Security is to be converted into junior ranking security and shall procure that the relevant documentation and perfection are executed and performed.

**Additional Security  
over new  
Downstream Loans:**

Upon the granting of any new Downstream Loan, the Issuer shall, to the extent not already pledged, pledge such Downstream Loan as a first (or, under the circumstances set out under Junior Ranking Transaction Security, junior) priority security for all amounts outstanding under the Finance Documents in favour of the Security Agent and simultaneously therewith deliver to the Agent constitutional documents and corporate resolutions (approving the relevant Security Document and authorising a signatory/-ies to execute the relevant Security Document) for the Issuer.

Upon the granting of a Downstream Loan, the Issuer undertakes to notify the Agent of such Downstream Loan and deliver a copy of the intercompany loan agreement.

Provided that no Event of Default has occurred and is continuing, payment of interest or principal under Downstream Loans ("**Upstream Payments**") may take place in each of the following situations:

- (a) for the purpose of servicing the Issuer's payment obligations under the Bonds;
- (b) subject to the provisions set out below, in connection with a permitted disposal of 100 per cent. of the shares in a PropCo; and
- (c) otherwise with the written consent of the Security Agent.

If a PropCo wishes to repay a Downstream Loan under paragraph (b) above, the repayment amount must be paid by the PropCo into an escrow account held by the Security Agent. At the request of the Issuer, funds in such escrow account can be used for Downstream Loans to the remaining PropCo(s) for application in accordance with the section headed "Purpose of the Initial Bond Issue and Any Subsequent Bond Issue". The net proceeds from the repayment shall be released from the escrow account to the remaining PropCo(s) upon evidence of a pledge of the new Downstream Loan(s) as set out above.

#### **Redemption and call structure**

<b>Redemption at Final Maturity Date:</b>	On the Final Maturity Date, the Issuer shall redeem all, but not only some, of the outstanding Bonds in full with an amount per Bond equal to the Nominal Amount together with accrued but unpaid interest.
<b>Purchase of Bonds by the Issuer:</b>	The Issuer may at any time and at any price purchase any Bonds on the market or in any other way. Bonds held by the Issuer may at the Issuer's discretion be retained, sold or cancelled.
<b>Mandatory Repurchase Due to a Change of Control Event (put option):</b>	Upon the occurrence of a Change of Control Event, each Bondholder shall have the right to request that all, or some only, of its Bonds be repurchased at a price per Bond equal to 101 per cent. of the Nominal Amount together with accrued but unpaid interest, during a period of 20 Business Days following a notice from the Issuer of the Change of Control Event (after which time period such rights lapse). The Redemption Date must fall no later than 40 Business Days after the end of the period of 20 Business Days referred to above. Should the Change of Control Event occur before the first Call Date, the Early Redemption Amount shall apply.
<b>Issuer's Call Option (American):</b>	<p>The Issuer may redeem the Bonds (all but not only some) at any time:</p> <ul style="list-style-type: none"> <li>(a) from and including the First Issue Date to, but excluding, the First Call Date at a price equal to the Early Redemption Amount; and</li> <li>(b) from and including the First Call Date, to but excluding, the Final Maturity Date at a price equal to 100.00 % of the Nominal Amount (plus accrued but unpaid interest on the redeemed amount) (the "<b>Call Option Amount</b>").</li> </ul>
<b>First Call Date:</b>	The date falling eighteen (18) months after the First Issue Date.
<b>Early Redemption Amount:</b>	<p>Means an amount equal to the sum of:</p> <ul style="list-style-type: none"> <li>(a) the Nominal Amount of the redeemed Bonds; and</li> <li>(b) an amount equal to the interest on the redeemed Bonds that would have accrued but is unpaid from and including the Issue Date to, but excluding, the First Call Date.</li> </ul>

### **Escrow Account and distribution of Net Proceeds**

**Escrow Account:** The Net Proceeds from a Bond Issue shall be held by the Arranger on the Escrow Accounts and shall be released when the Conditions Precedent for Disbursement or Conditions Precedent for Disbursement in connection with Subsequent Bond Issues (as applicable) have been fulfilled.

**Conditions Precedent for Disbursement:** The Agent's approval of the disbursement of the Net Proceeds from the Escrow Account is subject to the documents in paragraphs (a) – (g) below (as applicable) have been received by the Agent. For the avoidance of doubt, Net proceeds may be partially released, to acquire one Property, provided that the conditions precedent relating to that Property are fulfilled.

- (a) constitutional documents and corporate resolutions (approving the relevant Finance Documents and authorising a signatory/-ies to execute the Finance Documents) for the Issuer and each other party to a Finance Document (other than the Agent and the Security Agent), together constituting evidence that the Finance Documents have been duly executed;
- (b) copies of the Finance Documents, duly executed by each party thereto (however excluding any PropCo, and related Transaction Security, not acquiring a Property in connection with the Initial Bond Issue);
- (c) evidence that the Transaction Security either has been or will, immediately following disbursement from the Escrow Account, be perfected in accordance with the terms of the Finance Documents;
- (d) a funds flow statement from the Issuer describing the use of the Net Proceeds;
- (e) a closing certificate signed by the Issuer confirming that all closing conditions for the acquisition of the relevant Property or Properties (except for the payment of the purchase price) have been satisfied or waived and that the acquisition will be consummated immediately upon disbursement of funds from the Escrow Account;
- (f) legal opinion(s) on the capacity and due execution of the Finance Document with respect of each party thereto; and
- (g) legal opinion(s) on the validity and enforceability of any Finance Document not governed by Swedish law.

The Issuer may acquire one or both of the Properties A or B in the Initial Bond Issue. Property C may only be acquired once final purchase agreements (subject only to conditions precedent under the Issuer's control) for Property A and B have been entered into. Any funds raised may also be released from escrow to instead be

used to finance development and construction costs on an acquired Property, provided that the Incurrence Test is met.

When the conditions precedent for disbursement set out above have been fulfilled to the satisfaction of the Agent (acting reasonably) or waived by the Agent, the Agent shall notify the Arranger that the Net Proceeds may be released from the Escrow Accounts, to be applied as set out in Section *Purpose of the Bond Issue* above and in accordance with the instructions of the Arranger.

The Agent may assume that the documentation and evidence delivered to it is accurate, legally valid, enforceable, correct, true and complete unless it has actual knowledge to the contrary and the Agent does not have to verify or assess the contents of any such documentation. The conditions precedent are not reviewed by the Agent from a legal or commercial perspective of the Bondholders.

If the Conditions Precedent for Disbursement have not been fulfilled to the satisfaction of the Agent (acting reasonably) or waived by the Agent within sixty (60) Business Days from the First Issue Date, the Issuer shall repurchase all Bonds at a price equal to 100 per cent. of the Nominal Amount together with any accrued Interest. The funds on the Escrow Accounts shall in such case be applied to redeem the Bonds on behalf of the Issuer. Any shortfall shall be covered by the Issuer.

**Conditions  
Precedent  
Disbursement  
connection  
Subsequent  
Issues:**

**for  
in  
with  
Bond**

The Agent's approval of the disbursement of the Net Proceeds from a Subsequent Bond Issue from the Escrow Accounts is subject to the following documents being received by the Agent:

- (a) duly executed corporate authorization documents, issued by each party to the Finance Documents (other than the Agent and the Security Agent);
- (b) copies of any Finance Documents not already duly executed, duly executed by the parties there to (however excluding any PropCo, and related Transaction Security, not acquiring a Property in connection with the relevant Subsequent Bond Issue);
- (c) evidence that the Transaction Security, not already duly executed, either has been or will, immediately following disbursement from the Escrow Account, be perfected in accordance with the terms of the Finance Documents;
- (d) a statement from the Issuer describing the use of the Net Proceeds;
- (e) if applicable, a closing certificate signed by the Issuer confirming that all closing conditions for the acquisition of the relevant Property or Properties (except for the payment of the purchase price) have been satisfied or waived and that the



acquisition will be consummated immediately upon disbursement of funds from the Escrow Account;

- (f) a duly executed Compliance Certificate evidencing that the Incurrence Test is met in connection with the Subsequent Bond Issue;
- (g) legal opinion(s) on the capacity and due execution of the Finance Document with respect of each party thereto; and
- (h) legal opinion(s) on the validity and enforceability of any Finance Document not governed by Swedish law.

#### **Information Undertakings**

**Financial Reporting:** The Issuer shall make the following information available in the English language by publication on the website of the Issuer, as soon as the same become available, but in any event within five (5) months after the end of each financial year, the annual audited consolidated financial statements of the Group including a profit and loss account, a balance sheet, a cash flow statement and management commentary or report from the Issuer's board of directors.

**Quarterly Progress Report:** The issuer shall within six (6) weeks after the end of each financial quarter provide the Agent with a quarterly progress report relating to the Properties, including information on status of each project, details on construction loans incurred, deviations from initial budgets and timelines, sales progress, building permit progress, development progress, leasing agreement progress and contractor agreement progress.

**Delivery of Compliance Certificate:** The Issuer shall issue a Compliance Certificate to the Agent in connection with the testing of the Incurrence Test.

**Notice of Change of Control Event and/or Event of Default:** The Issuer shall promptly notify the Agent when the Issuer is or becomes aware of (i) the occurrence of a Change of Control Event or (ii) that an Event of Default or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of the foregoing) constitute an Event of Default has occurred, and shall provide the Agent with such further information as the Agent may request (acting reasonably) following receipt of such notice.

**Publication and Availability of Finance Documents:** The Issuer shall keep the latest version of the Terms and Conditions available on the website of the Group.

The latest version of the Finance Documents shall be available to the Bondholders at the office of the Agent during the Agent's normal business hours.

### Financial Undertakings

**Incurrence Test:** The Incurrence Test is met if the Loan to Value is not greater than 85 per cent., and no Event of Default is continuing or would occur upon the incurrence of new Financial Indebtedness.

### Calculation of the Incurrence Test

#### Calculation of the Loan to Value

The owner may inject equity or Subordinated Loans into the structure prior to testing the Incurrence Test in order to meet the test before making a Subsequent Bond issue (to be recalculated so that the Net Interest Bearing Debt is reduced with an amount equivalent to the amount injected).

The calculation of the Loan to Value for the purpose of the Incurrence Test shall be calculated as follows:

- (a) the calculation of non-subordinated Net Interest Bearing Debt shall be as per a testing date determined by the Issuer, falling no more than one month prior to the incurrence of the new Financial Indebtedness and the amount of non-subordinated Net Interest Bearing Debt shall be measured on the relevant testing date so determined, but include any new Financial Indebtedness and exclude any Financial Indebtedness to the extent refinanced with the new Financial Indebtedness incurred (however, any cash balance resulting from the incurrence of any new Financial Indebtedness shall not reduce the non-subordinated Net Interest Bearing Debt); and
- (b) the calculation of Value shall be calculated based on the most recent Valuation (provided that, that Valuation shall take into account the expected increase in Value from the works intended to be funded by the new Financial Indebtedness).

### General Undertakings

The Terms and Conditions shall include the following undertakings by the Issuer.

**Restricted Payments:** The Issuer shall not, and shall procure that none of its Subsidiaries (unless to the Issuer) will:

- (a) pay any dividend in respect of its shares;
- (b) repurchase or redeem any of its own shares;
- (c) redeem or reduce its share capital or other restricted or unrestricted equity with repayment to its shareholders;
- (d) repay any Subordinated Loans or pay any interest thereon;
- (e) make any prepayments or repayments under any long-term debt ranking junior or *pari passu* with the Bonds; and
- (f) make any other similar distribution or transfers of value to any Person.

<b>Nature of Business:</b>	The Issuer shall procure that no substantial change is made to the general nature of the business carried on by the Group (which for the avoidance of doubt shall include acquisition of the Properties and development of the Project) as of the First Issue Date if such substantial change would have a Material Adverse Effect.
<b>Financial Indebtedness:</b>	The Issuer shall not, and shall procure that none of its Subsidiaries will, incur any Financial Indebtedness, other than Permitted Debt.
<b>Disposals of Assets:</b>	<p>(a) The Issuer shall not, and shall procure that no Subsidiary will, sell or otherwise dispose of shares in any Subsidiary or of all or substantially all of its or that Subsidiary's assets, or operations to any person not being the Issuer or any of its wholly-owned Subsidiaries, unless the transaction (i) is carried out at fair market value and on arm's length terms and (ii) does not have a Material Adverse Effect.</p> <p>(b) Notwithstanding (a) above, a PropCo may issue new shares to a Co-Investor if: (i) the Co-Investor is brought into the Project as a financier, through an equity and loan investment, who will fund all or a part of the development of a Property, (ii) all amounts paid for the newly issued shares or loans are applied towards the Project owned by the relevant PropCo (i.e. no partial exits by the Issuer), (iii) such a Co-Investor does not become the, direct or indirect, majority owner of the PropCo and (iv) there shall be no requirement on the Co-Investor to pledge its shares to the Bondholders.</p> <p>(c) Subject to (b) above, no asset that is subject to Transaction Security may be disposed of.</p>
<b>Negative Pledge:</b>	The Issuer shall not, and shall procure that none of its Subsidiaries will, provide, prolong or renew any security over any of its/their assets (present or future), other than any Permitted Security.
<b>Loans Out:</b>	The Issuer shall procure that itself and the Group Companies do not extend any loans in any form to any other party than to a PropCo.
<b>Mergers and Demergers:</b>	The Issuer shall procure that none of its Subsidiaries will enter into a merger or demerger, unless such merger constitutes a Permitted Merger.
<b>Dealings at Arm's Length Terms:</b>	The Issuer shall, and shall procure that its Subsidiaries, conduct all dealings with any person (other than Group Companies) at arm's length terms.
<b>Compliance with Laws and Authorisations:</b>	The Issuer shall, and shall make sure that its Subsidiaries will (i) comply with all laws and regulations applicable from time to time, and (ii) obtain, maintain, and comply with, the terms and conditions of any authorisation, approval, licence or other permit required for

the business carried out by a Group Company, in each case, if failure to do so has or is reasonably likely to have a Material Adverse Effect.

**Insurance:**

The Issuer shall, and shall procure that its Subsidiaries will, keep the Properties insured to an extent which is customary for similar properties on the relevant geographical market with one or more reputable insurers. The insurance cover shall *inter alia* include full value insurance.

**Environmental:**

The Issuer shall, and shall ensure that its Subsidiaries will, comply with all environmental laws and obtain, maintain and ensure compliance with all requisite environmental permits, if failure to do so has or is reasonably likely to have a Material Adverse Effect.

**Events of Default**

- (a) **Non-payment:** The Issuer fails to pay an amount on the date it is due in accordance with the Finance Documents unless:
- (i) its failure to pay is caused by administrative or technical error; and
  - (ii) payment is made within five (5) Business Days of the due date.
- (b) **Other obligations:** A party (other than the Agent or the Security Agent) fails to comply with the Finance Documents, in any other way than as set out under (a) above, provided that the Agent has requested the Issuer in writing to remedy such failure and the Issuer has not remedied the failure within fifteen (15) Business Days from such request (if the failure or violation is not capable of being remedied, the Agent may declare the Bonds payable without such prior written request).
- (c) **Cross payment default and Cross-acceleration:** Any Financial Indebtedness of a Group Company is:
- (i) not paid when due as extended by any originally applicable grace period (if there is one); or
  - (ii) is declared to be due and payable prior to its specified maturity as a result of an event of default (however described),
- provided that no Event of Default will occur under this paragraph (c) if (A) the aggregate amount of Financial Indebtedness that has fallen due is less than DKK 2,000,000, (B) it is owed to a Group Company, or (C) it is a Downstream Loan, a Subordinated Loan or is otherwise subordinated to the Bonds.
- (d) **Insolvency:**
- If any Group Company:

- (i) is unable or admits its inability to pay its debts as they fall due;
  - (ii) suspend its payments generally; or
  - (iii) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors generally with a view to rescheduling its Financial Indebtedness (excluding such negotiations with the Bondholders).
- (e) **Insolvency proceedings:** Any corporate action, legal proceedings or other procedures are taken (other than (A) proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within forty-five (45) days of commencement or, if earlier, the date on which it is advertised, and (B) solvent liquidation of Subsidiaries of the Issuer not being subject to Transaction Security) in relation to:
- (i) the bankruptcy, a composition of debts, suspension of payments, winding-up or reorganisation (by way of voluntary agreement, scheme of arrangement or otherwise) of any Group Company;
  - (ii) the appointment of a liquidator, receiver, reconstructor, administrator, administrative receiver, compulsory manager or other similar officer for the purpose of winding up an insolvent Group Company; or
  - (iii) any analogous procedure or step is taken in any jurisdiction.
- (f) **Creditors' process:** Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of any Group Company having an aggregate value (net of any compensation received) of an amount equal to or exceeding DKK 5,000,000 and is not discharged within sixty (60) days.
- (g) **Mergers and demergers:** A decision is made that the Issuer shall enter into a merger where it is not the surviving entity or that it shall enter into a demerger.
- (h) **Impossibility or illegality:** It is or becomes impossible or unlawful for the Issuer to fulfill or perform any of the provisions of the Finance Documents or if the obligations under the Finance Documents are not, or cease to be, legal, valid, binding and enforceable.
- (i) **Continuation of the business:** The Issuer or any other Group Company ceases to carry on its business if such discontinuation is likely to have a Material Adverse Effect.

**Allocation of Proceeds:** All payments by the Issuer relating to the Bonds and proceeds received from an enforcement shall be made and/or distributed in the following order of priority:

- (a) *first*, in or towards payment of the Agent and Security Agent under the Finance Documents, including all costs and indemnities relating to the acceleration of the Bonds or the protection of the Bondholders' rights under the Finance Documents;
- (b) *secondly*, towards payment of accrued interest unpaid under the Bonds;
- (c) *thirdly*, towards payment of principal under the Bonds; and
- (d) *fourthly*, in or towards payment of any other costs or outstanding amounts under and in respect of the Bonds.

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

**Acceleration Amount** In the event of an acceleration of the Bonds, the Issuer shall redeem all Bonds with an amount per Bond as set forth in the Call Option Amount and, shall for the non-call period (until the First Call Date) be the price set out in the Early Redemption Amount definition above.

#### **Agents and Other Parties**

**Corporate Finance Advisor:** JOOL Corporate Finance AB.

**Arranger:** SIP Nordic Fondkommission AB.

**Agent and Security Agent:** The Bondholders' agent and security agent under the Terms and Conditions and, if relevant, the Finance Documents, from time to time; initially Intertrust (Sweden) AB, reg. no. 556625-5476, P.O. Box 16285, SE-103 25 Stockholm, Sweden.

**CSD:** The Issuer's central securities depository and registrar in respect of the Bonds from time to time, initially Euroclear Sweden AB, reg. no. 556112-8074, P.O. Box 191, 101 23 Stockholm, Sweden.

#### **Miscellaneous**

**Intercreditor Agreement:** The Issuer, the Agent, the Security Agent and a lender under a Senior Financing and/or Construction Facility may (and shall if required by a lender under a Senior Financing and/or Construction Facility) enter into an intercreditor agreement to regulate the ranking of the debt and manner of enforcement of the Transaction Security pursuant to which the Transaction Security, other than the share pledge over the Issuer, may become junior ranking pledges. The intercreditor agreement may contain other customary terms such as:

- (a) agreed stay periods before the junior ranking pledgee may begin enforcing;
- (b) turnover of amounts not permitted to be received;
- (c) voting provisions and exercise of voting rights;
- (d) first ranking pledgee's right to instruct the agent or enforce the pledge;
- (e) security enforcement objectives; and
- (f) security agent's right to release the Transaction Security.

The Security Agent will be authorised to enter into any such agreements on behalf of the Bondholders as required.

**Quorum and Majority Requirements:** Quorum at a Bondholders' meeting exists only if Bondholders representing at least 20 per cent. in case of a majority decision and 50 per cent. in case of a decision requiring qualified majority, of the aggregate Nominal Amount attend the Bondholders' meeting in due order.

If the quorum requirement has not been met, no quorum requirement applies in the second meeting.

Bonds held by the Issuer or its Affiliates shall not be considered when calculating if necessary majority has been achieved and shall not carry any voting right.

The resolution of the Bondholders shall be in accordance with the opinion held by the majority of the Nominal Amount of the Bonds represented at the meeting.

In respect of the certain matters, a qualified majority of at least two thirds (2/3) of the Bonds represented at the meeting is required for a resolution to be passed.

**Voting:** Notwithstanding anything to the contrary above, at a bondholders' meeting or by way of a written procedure, the calculations of whether a quorum exist and if the relevant consent has been obtained, shall be made in SEK. Each Bond shall always entitle to one vote at a bondholders' meeting or by way of a written procedure. The value of the vote of each SEK Bond shall be the Nominal Amount and the value of the vote of each EUR Bond shall be the Nominal Amount of the EUR Bond converted into SEK at the Initial Exchange Ratio. For the avoidance of doubt, the Adjusted Nominal Amount shall at all times be calculated based on the Initial Exchange Ratio.

**No Action Clause:** No Bondholder may take any action against the Issuer in matters relating to the Bonds or the Terms and Conditions.

**Terms and Conditions:** The Terms and Conditions will regulate the rights and obligations with respect to the Bonds. In the event of any discrepancy between

this term sheet and the Terms and Conditions, the Terms and Conditions shall prevail.

By investing in the Bonds, each investor accepts to be bound by the Terms and Conditions. Further, by investing in the Bonds each investor accepts that certain adjustments to the structure and terms described in this term sheet may occur and that they are bound by the final terms of the Terms and Conditions.

The Terms and Conditions shall include provisions on the Agent's right to represent the Bondholders, as well as other provisions customary for a Nordic bond offering.

**Governing Law and Disputes:**

The Terms and Conditions shall be governed by and construed in accordance with Swedish law. The Transaction Security will be governed by Danish law.

Any dispute or claim arising in relation to the Terms and Conditions shall be determined by Swedish courts.

Copenhagen, 20 January 2021

Gammelhavn Vejle ApS

as Issuer

SIP Nordic Fondkommission AB

as

Arranger



## DEFINITIONS

**"Advance Purchase Agreements"** means (a) an advance or deferred purchase agreement if the agreement is in respect of the supply of assets or services and payment in the normal course of business with credit periods which are normal for the relevant type of project contracts, or (b) any other trade credit incurred in the ordinary course of business.

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

**"Agency Agreement"** means the fee agreement entered into between the Agent and the Issuer on or about the First Issue Date regarding, *inter alia*, the remuneration payable to the Agent.

**"Bondholder"** means the person who is registered on a Securities Account as direct registered owner (Sw. *ägare*) or nominee (Sw. *förvaltare*) with respect to a Bond.

**"Bond Issue"** means the Initial Bond Issue and any Subsequent Bond Issue.

**"Business Day"** means a day in Sweden other than a Sunday or other public holiday and on which day the Swedish CSD settlement system is open and banks in Denmark are open for general banking business and which, in relation to any date for payment or purchase of EUR, is a TARGET Day. Saturdays, Midsummer Eve (Sw. *midssommarafton*), Christmas Eve (Sw. *julafton*) and New Year's Eve (Sw. *nyårsafton*) shall for the purpose of this definition be deemed to be public holidays.

**"Change of Control Event"** means the occurrence of an event or series of events whereby one or more persons, not being the Sole Shareholder (or an affiliate of the Sole Shareholder), acting together, acquire control over the Issuer and where "control" means (a) acquiring or controlling, directly or indirectly, more than 50 per cent. of the voting shares of the Issuer, or (b) the right to, directly or indirectly, appoint or remove all or a majority of the directors of the board of directors of the Issuer.

**"Compliance Certificate"** means a certificate to the Agent, in the agreed form between the Agent and the Issuer, signed by the Issuer certifying (as applicable):

- (a) that so far as it is aware no Event of Default is continuing or, if it is aware that such event is continuing, specifying the event and steps, if any, being taken to remedy it; and/or
- (b) that the Incurrence Test is met (including figures in respect of the relevant financial tests and the basis on which they have been calculated).

**"Construction Facility"** means any construction facility incurred by a PropCo to finance the development and construction of any Property owned by such PropCo provided that there shall not be more than one provider of such construction facility in each PropCo.

**"Downstream Loans"** means any current or future downstream loans from the Issuer to any PropCo.

**"Escrow Account"** means a SEK bank account and/or EUR bank account opened by the Arranger with a reputable bank on which the proceeds from a Bond Issue will be held until

the Conditions Precedent for Disbursement or Conditions Precedent for Disbursement in connection with a Subsequent Bond Issue (as applicable) have been fulfilled.

**"Finance Documents"** means:

- (a) the Terms and Conditions;
- (b) the Agency Agreement;
- (c) the Security Documents;
- (d) any Subordination Agreement; and
- (e) any other document designated to be a Finance Document by the Issuer and the Agent.

**"Finance Leases"** means any finance leases, to the extent the arrangement is or would have been treated as a finance or a capital lease in accordance with the accounting principles applicable on 31 December 2018 (a lease which in the accounts of the Group is treated as an asset and a corresponding liability), and for the avoidance of doubt, any leases treated as operating leases under the accounting principles as applicable on 31 December 2018 shall not, regardless of any subsequent changes or amendments of the accounting principles, be considered as a finance or capital lease.

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

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

**"Financial Report"** means the Group's annual audited financial statements or quarterly interim unaudited reports, which shall be prepared and made available according to (a) and (b) under Section "Financial Reporting".

**"Initial Exchange Ratio"** means the SEK/EUR exchange rate quoted on the Swedish Central Bank's website at 12:00 Swedish time on the First Issue Date.

**"Loan to Value"** means the non-subordinated Net Interest Bearing Debt of the Group as a percentage of the Value.

**"Market Loan"** means any loan or other indebtedness where an entity issues commercial paper, certificates, subordinated debentures, bonds or any other debt securities (including,

for the avoidance of doubt, medium term note programmes and other market funding programmes), provided in each case that such instruments and securities are or can be subject to trade on Nasdaq Stockholm or any other regulated or unregulated recognised market place.

**"Material Adverse Effect"** means a material adverse effect on:

- (a) the business, financial condition or operations of the Group taken as a whole;
- (b) the ability of the Issuer to comply with its payment obligations under the Finance Documents; or
- (c) the validity or enforceability of the Finance Documents.

**"Net Interest Bearing Debt"** means the aggregate interest bearing debt (including the Investor Loans) less cash and cash equivalents of the Group in accordance with the applicable accounting principles of the Group from time to time (for the avoidance of doubt, excluding guarantees, bank guarantees, Subordinated Loans, any claims subordinated pursuant to a subordination agreement or intercreditor agreement (as applicable) on terms and conditions satisfactory to the Agent (acting reasonably) and interest bearing debt borrowed from any Group Company).

**"Net Proceeds"** means the proceeds from a Bond Issue after deduction has been made for the Transaction Costs.

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

- (a) incurred under the Bonds (other than Subsequent Bonds);
- (b) incurred under any Senior Financing;
- (c) incurred under any Construction Facility;
- (d) arising under any interest rate hedging transactions, but not any transaction for investment or speculative purposes;
- (e) arising under a foreign exchange transaction or a commodity transaction for spot or forward delivery entered into in connection with protection against fluctuation in currency rates or prices where the exposure arises in the ordinary course of business or in respect of payments to be made under the Terms and Conditions, but not any transaction for investment or speculative purposes;
- (f) of the Group incurred pursuant to any Finance Leases incurred in the ordinary course of the Group's business;
- (g) of the Group under any guarantee issued by a Group Company in the ordinary course of business;
- (h) incurred by a Group Company from another Group Company (including any cash pool arrangements);
- (i) incurred under any Subordinated Loans or Investor Loans;
- (j) incurred by the Issuer if such Financial Indebtedness meets the Incurrence Test tested *pro forma* including such incurrence and is incurred as a result of a Subsequent Bond Issue;
- (k) incurred under Advance Purchase Agreements;

- (l) incurred under any pension and tax liabilities in the ordinary course of business by any Group Company;
- (m) arising under any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability in the ordinary course of business of a Group Company;
- (n) incurred in connection with the redemption of the Bonds in order to fully refinance the Bonds and provided further that such Financial Indebtedness is subject to an escrow arrangement up until the redemption of the Bonds (taking into account the rules and regulations of the CSD), for the purpose of securing, inter alia, the redemption of the Bonds; and
- (o) not covered under paragraphs (a)-(n) above in an aggregate maximum amount of DKK 5,000,000.

**"Permitted Merger"** means a merger between two or more of the PropCos provided that:

- (a) any transferor PropCo which shares are subject to the Transaction Security may only be merged with a transferee PropCo which shares are, or will be, subject to Security in favour of the Secured Parties; and
- (b) following the merger the Transaction Security granted to the Secured Parties is the same or equivalent following the merger, except if such Transaction Security constitutes Security over intra-group loans granted between the PropCos that are to be merged in which case the merger shall be permitted notwithstanding that such Transaction Security will not remain following the merger provided that the Agent (acting in its sole discretion) have given its consent thereto.

**"Permitted Security"** means any security:

- (a) provided under the Finance Documents;
- (b) as set out under the heading "Junior Ranking Transaction Security";
- (c) arising by operation of law or in the ordinary course of business (including collateral or retention of title arrangements in connection with Advance Purchase Agreements but, for the avoidance of doubt, not including guarantees or security in respect of any monies borrowed or raised);
- (d) arising under any netting or set off arrangements under financial derivatives transactions or bank account arrangements, including any group cash pool arrangements;
- (e) provided in relation to any lease agreement entered into by a Group Company in the ordinary course of business and on normal commercial terms;
- (f) any Security (ranking in priority after the Transaction Security on terms satisfactory to the Security Agent (acting reasonably), including, *inter alia*, stand-still and turn-over undertakings created for the benefit of the financing providers in relation to a refinancing of the Bonds in full;
- (g) provided for any guarantees issued by a Group Company in the ordinary course of business;
- (h) any security provided by or over a Group Company to secure any Permitted Debt referred to in paragraphs (b), (c), (d), (e), and (l) of the definition "Permitted Debt"; or

- (i) not covered under paragraphs (a)-(h) above securing an aggregate maximum amount of DKK 5,000,000.

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

**"Project"** means the management and development of the Properties.

**"PropCo"** means Udviklingselskabet af 2020.11.11 ApS, company reg. no. (CVR) 41 85 61 73 and Udviklingselskabet Gammelhavn ApS, company reg. no. (CVR) 37 61 15 65, and any other entity incorporated in Denmark, majority owned and controlled by the Issuer, owning a Property.

**"Properties"** means (i) Gammelhavn 2, DK-7100 Vejle, title no. 0017b, Vejle Bygrunde (**"Property A"**), (ii) Gammelhavn 6, DK-7100 Vejle, title no. 0690e, Engene, Vejle Jorder (**"Property B"**), (iii) a part of Gammelhavn 16, DK-7100 Vejle, title no. 0690a, Engene Vejle Jorder (**"Property C"**) and (iv), following a decision by the Danish Cadastrate Authority to split, re-organise or otherwise alter Property A, Property B, or Property C with the effect of a new piece of real property being created, any new real property (each a **"Property"**).

**"Secured Parties"** means the Bondholders and the Agent (including in its capacity as Agent under the Agency Agreement and in its capacity as security agent).

**"Security Documents"** means the security documents pursuant to which the Transaction Security is created and any other document designated as a Security Document by the Issuer and the Agent.

**"Senior Financing"** means any working capital facility agreement, mortgage loan or similar agreement providing financing for general corporate purposes including financing or refinancing of the acquisition of any Property between the Issuer, or a PropCo, and a third party (which is not owned or controlled by (i) the Sole Shareholder, or (ii) any owner of the Sole Shareholder and the funds are provided on arm's length terms).

**"Sole Shareholder"** means Gribskov Development ApS, company reg. (CVR) no. 31 18 65 95.

**"Subordinated Loans"** means any shareholder loan made to the Issuer as debtor, if such loan:

- (a) according to the Subordination Agreement is subordinated to the obligations of the Issuer under the Finance Documents;
- (b) according to its terms has a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the Final Maturity Date; and
- (c) according to its terms yield only payment-in-kind interest and/or cash interest that is payable after the Final Maturity Date.

**"Subsidiary"** means, in respect of which such person, directly or indirectly:

- (a) owns shares or ownership rights representing more than fifty (50) per cent. of the total number of votes held by the owners;
- (b) otherwise controls more than fifty (50) per cent. of the total number of votes held by the owners; or

- (c) has the power to appoint and remove all, or the majority of, the members of the board of directors or other governing body.

**"TARGET Day"** means any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system is open for the settlement of payments in EUR.

**"Transaction Costs"** means all fees, costs and expenses, stamp, registration and other taxes incurred by the Issuer or any other member of the Group in connection with a Bond Issue.

**"Valuation"** means a valuation of the Properties prepared and issued by an independent and reputable appraiser, specifying the Value of the Properties, not older than three months.

**"Value"** means (i) the market value of the Properties pursuant to the most recent Valuation, or (ii) if so requested by the Agent, the average value of two Valuations; provided, in each case, that, if the Valuation is prepared for the purpose of an Incurrence Test to measure the capacity for new Financial Indebtedness, the market value of the Properties may, as relevant, take into account value accretion of the Properties reasonably expected to materialize from projected, specific spend of such new Financial Indebtedness.