

Prospectus



GRØNTVEDT AS

(Organisation number: 927 033 836)

Listing on Oslo Stock Exchange

Grøntvedt AS FRN senior secured NOK 900,000,000 bonds 2021/2024

ISIN NO 0011094658

THIS PROSPECTUS SERVES AS A LISTING PROSPECTUS ONLY AS REQUIRED BY NORWEGIAN LAW AND REGULATIONS. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO BUY, SUBSCRIBE OR SELL ANY OF THE SECURITIES DESCRIBED HEREIN, AND NO SECURITIES ARE BEING OFFERED OR SOLD PURSUANT TO IT.

3 August 2023

IMPORTANT INFORMATION

This prospectus (the "**Prospectus**") has been prepared by Grøntvedt AS (the "**Issuer**") to provide information about the Issuer, its subsidiaries and its business in connection with the listing on Oslo Børs of the bonds issued under the name Grøntvedt AS FRN senior secured NOK 900,000,000 bonds 2021/2024 (the "**Bonds**" and the "**Bond Issue**") In the Prospectus the term "**Group**" refers to the Issuer and its subsidiaries from time to time.

For the definitions of terms used throughout this Prospectus, see section 12 "Definitions and Glossary of Terms".

The Issuer has furnished the information in this Prospectus and accepts responsibility for the information contained herein. No other party makes any representation or warranty, express or implied, as to the accuracy or completeness of such information, and nothing contained in this Prospectus is, nor shall be relied upon as, a promise or representation by any party. This Prospectus does not contain any offer to subscribe and/or purchase the Bonds. The Norwegian Financial Supervisory Authority has reviewed and approved this Prospectus on 3 August 2023. The Norwegian Financial Supervisory Authority only approves this Prospectus as meeting the standards of completeness and consistency imposed by Regulation (EU) 2017/1129. The Norwegian Financial Supervisory Authority has not verified or approved the accuracy or completeness of the information provided in this Prospectus. It is the Issuer's responsibility to ensure that the information in this Prospectus is accurate and complete. Furthermore, the Norwegian Financial Supervisory Authority has not made any sort of control or approval of the corporate matters described in or otherwise included in this Prospectus.

All inquiries relating to this Prospectus should be directed to the Issuer. No person has been authorized to give any information about, or make any representation on behalf of, the Issuer in connection with the issue of the Bonds, and, if given or made, such other information or representation must not be relied upon as having been authorized by the Issuer.

The Prospectus is valid for a period of time up to twelve (12) months following its approval by the Norwegian Financial Supervisory Authority. The information contained herein is as of the date of this Prospectus and subject to change, completion or amendment without notice. There may have been changes affecting the Issuer or its subsidiaries subsequent to the date of this Prospectus. The delivery of this Prospectus at any time after the date hereof will not, under any circumstances, create any implication that there has been no change in the Issuer's affairs since the date hereof or that the information set forth in this Prospectus is correct after its date. However, in accordance with article 23 of the Regulation (EU) 2017/1129, every new factor, material mistake or inaccuracy which may have significance for the assessment of the Bonds and which is discovered between the publication of this Prospectus and the listing of the Bonds, will to the extent required be included in a supplement to this Prospectus.

The distribution of this Prospectus in certain jurisdictions may be restricted by law. The Issuer requires persons in possession of this Prospectus to inform themselves about and to observe any such restrictions. This Prospectus serves as a listing prospectus as required by applicable laws and regulations. This Prospectus does not constitute an offer to buy, subscribe or sell any of the securities described herein, and no securities are being offered or sold pursuant to it.

The Bonds have not been and will not be registered under the United States Securities Act of 1933, as amended (the "US. Securities Act") and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws.

The content of this Prospectus is not legal, business or tax advice. Each reader of this Prospectus should consult its own legal, business or tax advisor as to legal, business or tax advice. If investors are in any doubt about the contents of this Prospectus, they should consult their stockbroker, bank manager, lawyer, accountant or other professional adviser.

Investing in the Bonds involves certain inherent risks. Each potential investor in the Bonds must determine the suitability of that investment in light of its own circumstances. Particularly, each potential investor should:

- **have sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits and risks of investing in the Bonds and the information contained or incorporated by reference in this Prospectus or any applicable supplement;**
- **have access, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Bonds and the impact the Bonds will have on its overall investment portfolio;**
- **have sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds;**
- **understand thoroughly the terms of the Bonds; and**
- **be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.**

For an overview of relevant risk factors for the Bonds, please see section 2 "Risk Factors" of this Prospectus.

TABLE OF CONTENTS

1	SUMMARY	6
1.1	Introduction and warnings.....	6
1.2	Key information on the issuer	6
1.3	Key information on the securities	10
1.4	Key information on the offer of securities to the public and/or the admission to trading on a regulated market.....	13
2	RISK FACTORS	15
2.1	Risks related to the industry in which the Group operates	15
2.2	Risks specific to the Group and the Group's activities	16
2.3	Risks related to laws and regulations.....	18
2.4	Risks related to the Bonds.....	18
3	RESPONSIBILITY FOR THE PROSPECTUS	21
3.1	Persons responsible for the information	21
3.2	Declaration by persons responsible.....	21
3.3	Statement of approval.....	21
4	THE BONDS	22
4.1	Main terms of the Bonds.....	22
4.2	Overview of the Guarantors.....	27
4.3	The Guarantees	28
4.4	Interest of natural and legal persons involved in the Bond Issue.....	29
4.5	Reasons for the application for the admission to trading and use of proceeds	29
5	INFORMATION ABOUT THE ISSUER	29
5.1	Incorporation, registered office and registration number.....	29
5.2	History and business overview	30
5.3	Principal Markets.....	33
5.4	Organizational structure	34
6	BOARD OF DIRECTORS, MANAGEMENT AND BOARD COMMITTEES.....	35
6.1	The Issuer: Grøntvedt AS.....	35
6.2	The Guarantors: Grøntvedt Group AS, Grøntvedt Pelagic AS, Grøntvedt Nutri AS and Klädesholmen Seafood AB.....	37
6.3	Conflicts of interest.....	39
7	MAJOR SHAREHOLDERS OF ISSUER AND GUARANTORS AND ARTICLES OF ASSOCIATION.....	39
7.1	Issuer	39
7.2	Guarantors.....	39
7.3	Articles of Association.....	39
8	FINANCIAL INFORMATION	40
8.1	Introduction	40
8.2	Key financial information for the Issuer	40
8.3	Key financial information for Guarantors.....	41
8.4	Legal and arbitration proceedings	43
8.5	Significant change in the Group's financial or trading position	44
8.6	The Group's borrowing and funding structure and expected financing	44
9	TREND INFORMATION.....	44
9.1	Material factors affecting the Group's prospects	44

9.2	Material contracts	44
10	ADDITIONAL INFORMATION	44
10.1	Third party information and expert opinions	44
10.2	Documents available	44
10.3	Statutory auditors	45
10.4	Advisor.....	45
11	CROSS REFERENCE LIST	45
12	DEFINITIONS AND GLOSSARY OF TERMS	45

1 SUMMARY

1.1 Introduction and warnings

This summary follows the disclosure requirements under Article 7 of the Regulation (EU) 2017/1129 of 14 June 2017.

This summary should be read as an introduction to the Prospectus. Any decision to invest in the Bonds should be based on a consideration of the entire Prospectus by the investor.

The risks and uncertainties described in the Prospectus are risks of which the Issuer is aware, and that the Issuer considers to be material to its business. An investment in the Bonds involves inherent risk and the investor could lose all or part of its invested capital.

Where a claim relating to the information contained in this Prospectus is brought before a court, the plaintiff investor might, under 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 Bonds.

The Bonds are issued under the name Grøntvedt AS 21/24 FRN FLOOR C and they are registered under the and international securities identification number (ISIN) NO 0011094658.

The Issuer is Grøntvedt AS, a company existing under the laws of Norway with registration number in the Norwegian Register of Business Enterprises 927 033 836 and its Legal Entity Identifier (LEI) is 254900SA8BJ0ENKQG90.

The Financial Supervisory Authority of Norway (Nw.: Finanstilsynet), with registration number 840 747 972 and registered address at Revierstredet 3, 0151 Oslo, Norway, and telephone number +47 22 93 98 00, has reviewed and, on 3 August 2023, approved this Prospectus.

1.2 Key information on the issuer

1.2.1 Who is the Issuer of the Bonds?

The Issuer is Grøntvedt AS, a company operating and existing under the laws of Norway and its registration number in the Norwegian Register of Business Enterprises is 927 033 836 and its Legal Entity Identifier (LEI) is 254900SA8BJ0ENKQG90. The Issuer is a private limited liability company (Nw. "aksjeselskap") which was incorporated on 1 April 2021.

The Issuer is a holding entity. It is without any operational business and is therefore dependent upon cash flow from its direct and indirect subsidiaries, inter alia, Grøntvedt Group AS, Grøntvedt Pelagic AS, Grøntvedt Nutri AS and Klådesholmen Seafood AB.

1.2.1.1 Principal Activities

The Group's principal activities are within three distinct business areas; (i) production and sale of marinated and frozen herring and mackerel for human consumption, (ii) production of pelagic meal and oil and (iii) finished consumer products both as their own brand, and production under private labels.

As (i) and (iii) both are related to products for human consumption, they are, from time to time and when deemed as relevant for given purposes, presented as a combined business segment, commonly referred to as FOOD.

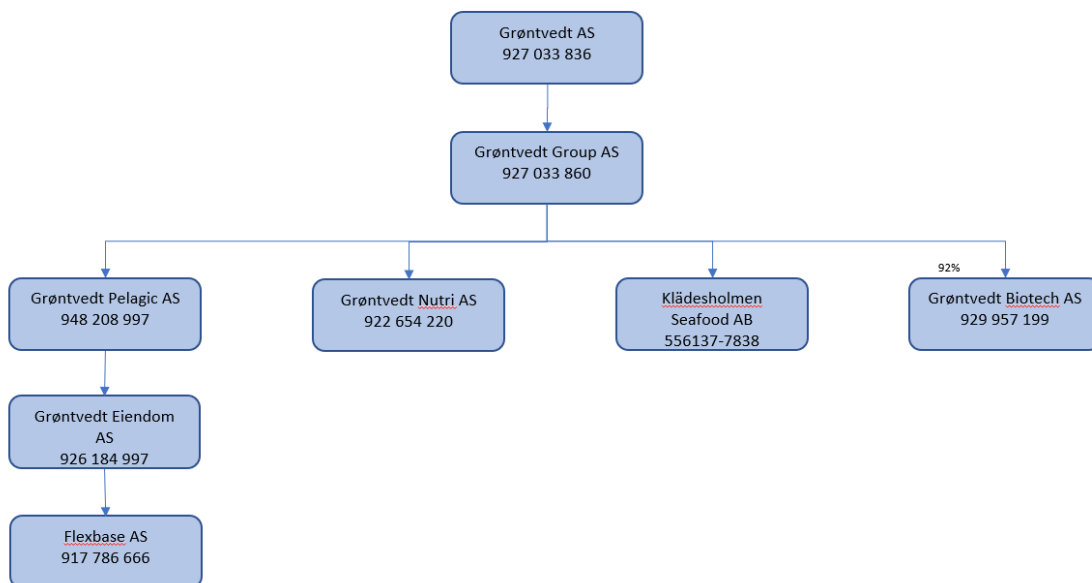
1.2.1.2 Major Shareholders

The major shareholder of the Issuer is Grøntvedt Invest AS, who owns 56.47% of the shares of the Issuer. The shareholder composition of the Issuer as of 23 June 2023 is set out in table 1, while table 2 provides the group structure chart. All subsidiaries are wholly owned unless otherwise indicated in the table below.

Table 1 - Major Shareholders

#	Shareholders	Number of Shares	Percent
1	Grøntvedt Invest AS	21,462	56.47%
2	Frøy Kapital AS	14,295	37.61%
3	Klädesholmen Interessenter AB	2,250	5.92%

Table 2 - Group Structure Chart



1.2.1.3 Key Managing Directors

The Issuer's executive management consists of Bjørnar Grøntvedt, who holds the title as the Chief Executive Officer (CEO) and Ole Ronny Vekseth, who holds the title as the Chief Financial Officer (CFO).

Bjørnar Grøntvedt holds the position of CEO in two of the Guarantors, Grøntvedt Group AS and Grøntvedt Nutri AS. Alexander Borge Grøntvedt serves as CEO of Grøntvedt Pelagic AS, while Jonas Fredrik Lundberg serves as CEO in Klädesholmen Seafood AB.

These directors constitute the Group management team.

1.2.1.4 Statutory Auditor

The current statutory auditor for the Issuer and the Norwegian Guarantors is Ernst & Young AS, with company registration number 976 389 387 and registered business address Stortorvet 7, 0155 Oslo, Norway. Ernst & Young AS took on the role as statutory auditor in 2022, with effect from the financial year 2022. Prior to this, PricewaterhouseCoopers AS, with company registration number 987 009 713 and registered business address Dronning Eufemias gate 71, 0194 Oslo, Norway, was the statutory auditor for the Issuer and Norwegian Guarantors. Klädesholmen Seafood AB's current auditor is by

PricewaterhouseCoopers AB, a Swedish company registration number 556067-4276 with registered business address 113 97 Stockholm, Sweden.

1.2.2 What is the key financial information regarding the issuer?

The selected historical financial information set out below has been derived from the Issuer's audited financial statements as of and for the years ended 31 December 2021 and 31 December 2022, as well as the Q1 2023 and Q1 2022 reports prepared for the Group. For the financial year 2022 the Group financial statements were issued according to IFRS, whereas the Group financial statements for 2021 were issued according to Norwegian GAAP. The financial data for the Group for 2021 below are the comparative figures according to IFRS in the 2022 Group financial report, whereas the Q1 2022 income statement figures are the comparative figures according to IFRS from the Q1 2023 report. These figures are referred to as "Incorporated by reference" in the tables below and other applicable tables in chapter 8 of this Prospectus. All figures below are on a Group consolidated basis and according to IFRS, with exception for the Q1 2022 balance sheet information and cash flow statement information, which are Group consolidated figures according to Norwegian GAAP.

Income statement information

(1000 NOK)	Group 2022 From audited financial statements	Group 2021 Incorporated by reference	Group Q1 2023 Unaudited	Group Q1 2022 Incorporated by reference
Operating profit	63,060	-36,812	30,356	30,356
Net profit	-35,977	-84,638	-5,317	-3,184

Balance sheet information

(1000 NOK)	Group 2022 From audited financial statements	Group 2021 Incorporated by reference	Group Q1 2023 Unaudited	Group Q1 2022 Unaudited
Net financial debt (long term debt plus short term debt minus cash)	1,088,641	974,858	1,159,209	776,750

Cash flow statement information

(1000 NOK)	Group 2022 From audited financial statements	Group 2021 Incorporated by reference	Group Q1 2023 Unaudited	Group Q1 2022 Unaudited
Net Cash flows from/(-used in) operating activities	-44,131	44,882	-37,538	-112,793
Net Cash flows from/(-used in) investing activities	5,678	-110,863	-3,468	59,784
Net Cash flow from financing activities	57,423	97,056	0	60,000

1.2.3 *What are the key risks that are specific to the Group?*

1.2.3.1 Risks specific to the Group and the Group's activities

- The Group's business is seasonal in nature and requires significant working capital and capital expenditure year-round. The Group's operations require a high capital intensity and is dependent on continued sales and adequate gross margins for the products sold to be profitable, as well as external financing to cover its working capital requirements. Failure to obtain sufficient financing on attractive terms may harm the Group's competitiveness and its results of operation.
- The Group is dependent on supply of raw material to deliver products to its customers. The raw material is traded on auctions. No guarantees can be made that the Group will secure sufficient volumes from third party auctions going forward. Dependency on third party supply through auctions presents severe competition.
- If the demand is higher than the supply of the raw material, the prices will increase. Any increase in prices for raw materials could adversely affect the Group's business, especially since the Group has invested a significant amount in increasing its production capacity. The Group has solely one production site of aquatic food products, making the Group particularly vulnerable to damage or destruction to the property and the assets. Consequently, this may interrupt delivery of the aquatic food products to end-customers. The Issuer accumulated a negative net profit and had negative cash flow from operating activities in Q1 2023 and 2022. The substantial debt incurred by the Group may restrict the Group's ability to raise additional capital in the future.

1.2.3.2 Risks related to the industry in which the Group operates

- The Group operates in a global and highly competitive market, meaning that the prices obtained for its products, and consequently its revenue and ability for future growth, are linked to developments in the global supply and demand for fish, other aquatic products and alternative protein sources, as well as competition from domestic and foreign seafood and other protein suppliers.
- Wild caught fish is a natural resource which naturally fluctuates over time and can thereby create unpredictability in production levels and/or prices for the sale and purchase of raw materials.
- The Group operates in a global and highly competitive seafood industry segment, which exposes the Group and its operations to competition from domestic and foreign seafood producers.
- The industry in which the Group operates in is highly politically influenced. For instance, the seafood industry is dependent on access to the fish which is a national natural resource and the regulatory framework regulating quotas has historically been frequently debated and revised on a political and regulatory level. The Group has in the past experienced, and may in the future continue to experience, difficulties with exporting to certain jurisdictions such as, but not limited to, Russia and China. If any sudden changes are imposed, the Group could be prohibited from trading with certain jurisdictions, and it may not be able to replace its activities with trade to a new market on a timely basis or at all.

1.2.3.3 Risks related to laws and regulations

- The Norwegian aquaculture and fisheries industry is subject to trade tariffs, customs barriers, and free trade agreements, whereas changes in such arrangements could affect the Group's access to export markets and ultimately its profitability.
- Operations in politically unstable regions and legal systems all over the world may cause business interruptions, reputational damage and compliance risks.

- The annual quotas for pelagic fish from the North Sea and Norwegian Sea are determined by the result of international negotiations among fishery nations, and a unfavourable result from such negotiations could lead to non-sustainable catch volumes for the Company.
- The Group could be subject to product liability claims, which, if successful, could have adverse reputational as well as financial consequences.

1.3 Key information on the securities

1.3.1 What are the main features of the securities?

The securities issued are senior secured floating rate bonds, named “Grøntvedt AS FRN senior secured NOK 900,000,000 bonds 2021/2024” and registered under the international securities identification number (“ISIN”) NO 0011094658. The Initial Bond Issue is NOK 600,000,00, the nominal amount of each Bond is NOK 1,000. The Bonds were issued on 23 September 2021 at an Issue Price of 100% and the maturity date is 23 September 2024.

The Bond Terms dated 23 September 2021 have been entered into between the Issuer and the Bond Trustee. The Bond Terms were amended by way of an amendment agreement on 12 July 2023. The Bond Terms regulate the Bondholder’s rights and obligations in relation to the issue. The Bond Trustee entered into the Bond Terms on behalf of the Bondholders and is granted authority to act on behalf of the Bondholders to the extent provided for in the Bond Terms. When the Bonds were purchased, the Bondholder accepted the Bond Terms and is bound by the terms of the Bond Terms. The Bond Terms include descriptions of rights and any limitations of those rights, such as:

- Voluntary early redemption – Call Option;
- Mandatory repurchase due to a Put Option Event;
- Early redemption option due to a Tax Event;
- Events of default and acceleration of the Bonds.

The Bonds constitute senior debt obligations of the Issuer. The Bonds 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 obligations of the Issuer under the Bond Terms are secured by:

- (i) a pledge over the shares in each Guarantor, being at the date of this Prospectus, Grøntvedt Group AS (reg. no. 927 033 860), Grøntvedt Pelagic AS (reg. no. 948 208 997), Grøntvedt Nutri AS (reg. no. 922 654 220), Klädesholmen Seafood AB (reg. no. 556137-7838) and any other future directly and wholly owned Subsidiary of the Issuer being nominated as a Material Group Company;
- (ii) a charge over the Norwegian bank accounts held by the Issuer and each Guarantor;
- (iii) assignment by way of floating charges over trade receivables (No. *factoringpant*), operating assets (No. *drifttilbehørspant*) and inventory (No. *varelagerpant*), in respect of each Guarantor incorporated in Norway; and
- (iv) assignment of monetary claims under any Intercompany Loan (as defined in the Bond Terms) granted by any member of the Group to a Guarantor.

Subject to the restrictions set forth in Clause 11 (*Purchase and transfer of Bonds*) of the Bond Terms, the Bonds are freely transferable and may be pledged. 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 local laws and regulations

applicable at own cost and expense. Notwithstanding the above, a Bondholder which has purchased the Bonds in contradiction to mandatory restrictions applicable may nevertheless utilize its voting rights under the Bond Terms.

1.3.2 *Where will the securities be traded?*

If approved by Oslo Stock Exchange, the Bonds will be traded on Oslo Stock Exchange as soon as possible after approval of this Prospectus by the Financial Supervisory Authority of Norway. No application has been made for the listing of the Bonds on any other regulated market, other third country markets, SME Growth Market or multilateral trading facility other than the application for listing of the Bonds on Oslo Børs.

1.3.3 *Is there a guarantee attached to the securities?*

The fulfilment of the secured obligations under the Bond Terms is secured by a joint and several unconditional Norwegian law guarantee and indemnity (Norwegian: "selvskyldnerkausjon") issued by each of the Guarantors in respect of the secured obligations under the bonds (including unpaid interest, fees and costs), which shall constitute senior obligations of the Guarantors:

- (i) Grøntvedt Group AS (registration number 927 033 860, LEI code 894500FAG4IFBjLB4C35);
- (ii) Grøntvedt Pelagic AS (registration number 948 208 997, LEI code 549300P37NUR24EVBI05);
- (iii) Grøntvedt Nutri AS (registration number 922 654 220, LEI code 984500BD48DA73DFDC26); and
- (iv) Klädesholmen Seafood AB (registration number 556137-7838, LEI code 529900MUYIRVLGMKMF13).

The risk factors specific to the Issuer and the Securities set out in Section 1.2.3 are also the most material risk factors pertaining to the each of the Guarantors.

1.3.3.1 Key financial information Guarantor Grøntvedt Group AS

(1000 NOK)	Norwegian GAAP 2022 From audited financial statements	Norwegian GAAP 2021 From audited financial statements
Income statement information		
Operating profit/loss	-181	-72
Balance sheet information		
Net financial debt (long term debt plus short term debt minus cash)	253,891	70
Cash flow statement information		
Net Cash flows from/(-used in) operating activities	-2,900	--14,625
Net Cash flows from/(-used in) investing activities	-250,937	0
Net Cash flow from financing activities	0	14,625

1.3.3.2 Key financial information Guarantor Grøntvedt Pelagic AS

(1000 NOK)	Norwegian GAAP 2022 From audited financial statements	Norwegian GAAP 2021 From audited financial statements
Income statement information		

Prospectus – Grøntvedt AS

Operating profit/loss	66,690	-8,193
Balance sheet information		
Net financial debt (long term debt plus short term debt minus cash)	715,230	543,074
Cash flow statement information		
Net Cash flows from/(-used in) operating activities	-89,971	-73,730
Net Cash flows from/(-used in) investing activities	-68,066	4,676
Net Cash flow from financing activities	162,809	71,636

1.3.3.3 Key financial information Guarantor Grøntvedt Nutri AS

(1000 NOK)	Norwegian GAAP 2022 From audited financial statements	Norwegian GAAP 2021 From audited financial statements
Income statement information		
Operating profit/loss	33,599	-3,164
Balance sheet information		
Net financial debt (long term debt plus short term debt minus cash)	232	94,681
Cash flow statement information		
Net Cash flows from/(-used in) operating activities	-4,777	27,665
Net Cash flows from/(-used in) investing activities	-63,492	-5,118
Net Cash flow from financing activities	67,712	-20,953

1.3.3.4 Key financial information Guarantor Klädesholmen Seafood AB

(1000 SEK)	Swedish GAAP 2022 From audited financial statements	Swedish GAAP 2021 From audited financial statements
Income statement information		
Operating profit/loss	-8,902	11,238

Balance sheet information		
Net financial debt (long term debt plus short term debt minus cash)	14,898	42,881
Cash flow statement information		
Net Cash flows from/(-used in) operating activities	-62,360	51,910
Net Cash flows from/(-used in) investing activities	50,113	-3,113
Net Cash flow from/(-used in) financing activities	16,891	-45,815

1.3.4 *What are the key risks that are specific to the Bonds and the Bond Issue?*

- The Issuer is a holding company and is thus dependent upon the ability of its subsidiaries to generate cash flow from operations and to make distributions to the Issuer for its cash and financing requirements. There can be no assurance that either the Issuer and its assets would be protected from actions from creditors of any subsidiaries in the event of defaults by or insolvency of the subsidiaries, nor that the Issuer may not have sufficient funds to service the Bonds.
- Under the terms and conditions of the Bonds, the Issuer and other material Group companies (being guarantors under the Bonds) may incur certain material liabilities which will rank super senior in priority to the Bonds. There can be no assurance that any enforcement proceeds will be sufficient to cover the prior ranking creditors or the claims under and in relation to the Bonds.
- The Bonds are structurally subordinated to the present and future liabilities of the Group's subsidiaries. The subsidiaries have granted a guarantee for the Issuer's liabilities and obligations under the Bonds, with exemption of the security interest created by the transaction security, the claims of creditors of the Issuer's subsidiaries, including trade creditors, secured creditors and claims of creditors against subsidiaries in the Group which are not granting any guarantee or security, which will have priority with respect to the assets and earnings of such subsidiary over the claims of creditors of its parent entity, including claims by holders of the Bonds.
- The value of the collateral securing the Bonds may not be sufficient to cover the outstanding Bonds in case of default or liquidation, as the security will be shared with the RCF Lender (with super senior ranking) to the extent permitted by mandatory provisions of applicable law. There can be no assurance that the value of the assets securing the Bonds will be sufficient to cover all the outstanding Bonds together with accrued interests and expenses in case of a default and/or if the Issuer goes into liquidation.
- The Bonds are in certain circumstances subject to optional redemption by the Issuer, which may result in that the Bondholders may be forced to sell their Bonds at a price lower than market value, and such right of redemption may have an adverse effect on the market value of the Bonds.

1.4 Key information on the offer of securities to the public and/or the admission to trading on a regulated market

1.4.1 *Under which conditions and timetable can I invest in this security?*

Not applicable. The Bonds have not been subject to a public offer, the Bonds are already issued and settled.

1.4.2 *Why is this Prospectus being produced?*

The Prospectus is produced in connection with listing of the Bonds on Oslo Stock Exchange. The Issuer has used the net proceeds from the Initial Bond Issue – NOK 600,000,000 (net of fees and legal costs of the Manager and the Bond Trustee and any other costs and expenses incurred in connection with the Bond Issue) towards repayment of the Existing Debt and for general corporate purposes.

The Issuer is not aware of any interest, including conflicting ones, of any natural or legal persons involved in the Bond Issue.

2 RISK FACTORS

An investment in the Bonds involves inherent risks, and an investment in the Bonds is suitable only for investors who understand the risks associated with this type of investment and who can afford a loss of all or part of their investment. These risks include, but are not limited to, risks attributable to the Issuer and the Group, and the Group's operations, regulatory and financial risks and risks linked to the terms of the Bonds themselves. The following risk factors discuss the principal risks that the Issuer face. Readers should not consider any descriptions of these factors to be a complete set of all potential risks and uncertainties that could affect the Issuer. A prospective investor should carefully consider all the risks related to the Issuer and should consult his or her own expert advisors as to the suitability of an investment in securities of the Issuer. The list of risk factors contains the material risks that are specific to the Issuer and the Bonds, and that may affect the Issuer's ability to fulfil its obligations under the terms sheet relating to the Bonds. If any of the following risks were to materialise, either individually, cumulatively or together with other circumstances, it could have a material adverse effect on the Issuer and the Group as a whole and its business, results of operations, cash flows, financial condition or prospects, which may cause a decline in the value and trading price of the Bonds, resulting in loss of all or part of an investment in the Bonds.

2.1 Risks related to the industry in which the Group operates

2.1.1 The Group operates in a global and highly competitive market, meaning that the prices obtained for its products, and consequently its revenue and ability for future growth, are linked to developments in the global supply and demand for fish and other aquatic products, as well as competition from domestic and foreign seafood producers

The Group's revenue, and thereby its financial position and ability for future development, is correlated with the prices obtained for its products. There is generally a high demand for the Group's products, as fish and other aquatic food products are considered to be attractive commodities among consumers, however, there can be no guarantee that this demand for the Group's products will continue in the future. In order to continue to achieve good results, it is dependent on introducing, marketing and selling products that suit customer demand at satisfactory price levels for both the customer and the Group.

The seafood industry is a global industry and considered highly competitive, with many producers ensuring a supply of a broad range of various fish and other aquatic products worldwide. The Group currently produce a unique product within the pelagic segment, that only a few other players in Norway make, however there is no guarantee that the Group's competitors will in the future begin producing similar products and offer these to the same customer base and use the same suppliers as the Group, all of which can drive prices for products sold down while prices for raw material, labour cost and energy remain high. Increased prices for raw material in combination with lower prices for products sold, result in lower operating profit for the Group and could, in the event of a material gap, have adverse effects on the Group's results of operations and future prospects.

The Group operates in a globalized industry where a significant share of its products is exported internationally. As a consequence, the prices for the Group's products are affected by global supply and demand for seafood, which again is affected by a number of factors such as tourism, logistics, trade restrictions, seasonal changes, prices for raw materials and labour costs, as well as prices relative to alternative sources of proteins. Approximately 70% of the Group's annual costs are related to purchase of raw material, whereas unfavourable raw material prices could significantly affect the Group's competitiveness and profitability if prices for its products are not adjusted accordingly in the markets in which it operates.

Because the driving factors behind the price development for the Group's products primarily are external, the Group has limited flexibility to manage and adjust the prices for its own products. The Group is therefore exposed to the risk of having high production volumes, and corresponding production costs, without securing favourable prices for its products due to an imbalance between global supply and demand.

2.1.2 Wild caught fish is a natural resource which naturally fluctuates over time and can thereby create unpredictability in production levels and/or prices for the sale and purchase of raw materials

The Group's business is reliant on continued global demand for its products, at the same time as it is affected by global supply and demand of other pelagic raw materials. In order to continue to achieve good results, it is dependent on introducing, marketing and selling products that suit customer demand at satisfactory price levels for both the customer and the Group. The seafood industry is a global industry and considered highly competitive, with many producers ensuring a supply of a broad range of various fish and other aquatic products worldwide. The Group currently produce a unique product within the pelagic

segment, which only a few players in Norway produce, however there is no guarantee that the Group's competitors will not begin producing similar products as the Group and offer these to the same customer base and use the same suppliers as the Group, all of which can drive prices for products sold down while prices for raw material, labour cost and energy remain high. Increased prices for raw material in combination with lower prices for products sold, result in lower operating profit for the Group and could, in the event of a material gap, have adverse effects on the Group's results of operations and future prospects. Further, changes to the access to catch of other species affect the global supply and demand dynamics: E.g. the anchoveta fisheries in the Pacific Ocean is dependent on, inter alia, the occurrence of El Niño. In 2023 these fisheries are expected to be lower than in prior years. By June 2023 the anchoveta fisheries in Peru have been suspended due to low prevalence of the specie. Anchoveta is the largest source of raw material to the global fish meal and oil industry, and the supply of this affects the prices of fish oil and fish meal to be included in fish feed produced in Scandinavia, which again affects the demand for pelagic species used in meal and oil production in Norway, hence, also affecting the purchase price for raw material for the production of pelagic food products for human consumption in Norway.

2.1.3 The industry in which the Group operates in is highly politically influenced

The seafood industry is highly politically influenced. For instance, the seafood industry is dependent on access to the fish which is a national natural resource and the regulatory framework regulating quotas has historically been frequently debated and revised on a political and regulatory level. The industry has an environmental footprint which is often debated politically in terms of sustainable fisheries and harvest. In this regard, the Norwegian authorities can limit fishery access to certain species. Thus, political changes in Norway as well as influence from other countries and the European Union, may influence the regulation of the fisheries and consequently the Group's operations and profitability.

The Group has in the past experienced, and may in the future continue to experience, difficulties with exporting to certain jurisdictions such as, but not limited to, Russia and China. Any changes in free trade agreements between especially Norway and relevant jurisdictions, including but not limited to the European Union, the United States, Japan, South Korea, Russia and China, could influence the Group's ability to sell its products to such jurisdictions and ultimately its profitability if new and unfavourable regulations are imposed. If any sudden changes are imposed, the Group could be prohibited from trading with certain jurisdictions, and it may not be able to replace its activities with trade to a new market on a timely basis or at all.

2.2 Risks specific to the Group and the Group's activities

2.2.1 The Group is dependent on supply of raw material in order to deliver products to its customers, and any increase in prices for raw materials could adversely affect the Group's business

The Group is dependent on access to raw material to deliver pelagic fish and products to its customers. The Group's raw material is sourced from third parties through auctions whereby the most profitable players having the best product composition typically prevails in obtaining the most raw material, and no guarantees can be made that the Group will secure sufficient volumes going forward. Dependency on third party supply of raw material through auctions also exposes the Group to further competition from its peers, and especially from industry players owning coastal vessels or aquaculture production facilities that to a greater extent than the Group secure supply of raw material. Increased prices for raw material could as a result have a negative effect on the Group's results of operations, profitability and future development. Further, the Group have made considerable investments to increase its production capacity and will in the future be dependent on increasing its purchase volume of raw material accordingly, which is likely to affect the purchase prices and could have a negative effect on the Group's financial condition.

2.2.2 The Group's business is seasonal in nature, but requires significant working capital and capital expenditure year round

Seasonality affects the Group's entire operations, such as competition for the purchase of raw material, processing and processing capacity, staff requirements and liquidity requirements. Given that access to raw material is short and vary between five to ten months each year, sequential storage of the raw material is important for the Group's production cycle, with pertaining storage costs, as processing is carried out when the fresh fish is delivered to the Group's processing facilities. As a consequence, there can for certain products sold by the Group be a gap between access to raw material and when the products

are sold and paid for, resulting in the need of substantial working capital throughout the year to finance inventory, receivables and storage.

Given the capital intensity of the Group's operations it is dependent on continued sales and high gross margins for products sold in order to be profitable, as well as external financing to cover its working capital requirements. The external financing, including for the purpose of covering its working capital requirements, consist of the Bonds and the Revolving Credit Facility, whereas the latter requires an annual clean-down. Such a clean-down needs to be performed at a time that fits into the seasonal pattern of the business. The availability of future debt and equity financing is subject to uncertainties beyond the Group's control, including, but not limited to, regional and international macroeconomic, political and capital market conditions. Additional capital, or other types of financing, may not be available when needed or, if available, the terms of such availability may not be favourable to the Group. If the Group fails to obtain sufficient financing on attractive terms, such may result in postponement of needed or required improvements or expansions of its production facilities and/or increase its financial expenses, which could harm the Group's competitiveness and ultimately its results of operation.

2.2.3 Use of technology is becoming increasingly important for the Group to minimize costs and stay competitive, and there can be no guarantees that the Group will be positioned to utilize new technology

Use of technology is becoming increasingly important for the Group in order to limit its operating expenses and stay competitive. Technology is already an integral part of the Group's operations and is utilized primarily in the pelagic industries in connection with processing, where the seasonal production structure makes the Group heavily dependent on the consistent operation of its equipment during peak-season. The Group's operations are to a large extent automated, but there may be technological development in the future that may develop the industry, e.g. by integrating processing equipment into vessels, hence disrupt the industry and structure of the value chain, which again may weaken the competitive position of the Group and other land-based processors of pelagic fish. Moreover, Norway is considered a high-income country, and increased use of technology would make the Group's onshore operations more efficient and reduce personnel costs to the extent technology and machines can replace workers in a cost-efficient manner. Lower costs and efficiency are important factors for the Group to stay competitive, especially when competing with industry players in low cost and labour countries. Technology is not only an important asset to produce products of higher quality at lower costs, but also to be able to meet rapid changes in customer preferences for products and product packaging, especially in relation to products made for human consumption. There can be no guarantee that the Group will be able to keep up with technological changes within the industry, nor that it will have sufficient financial resources to invest in new and relevant technology going forward. If the Group is unable to implement new technology, its operations, as well as competitiveness, could be adversely affected.

2.2.4 The Group is exposed to exchange rate fluctuations

As a consequence of its international operations, the Group is exposed to exchange rate fluctuations since operating revenues and operating costs are denominated in different currencies: Fish meal and fish oil are traded in international markets, where US Dollars and Euro are the dominating currencies. Hence, prices for fish meal and fish oil sold by the Group, fluctuate based on how the Norwegian krone fluctuates as compared to the mentioned currencies. Further, food products are sold mainly to customers which use Euro as their currency, while the major cost elements including purchase of raw material and salaries are denominated in Norwegian kroner. The Group may enter into hedging agreements, but there can be no assurance that such arrangements will fully, or at all, protect the Group from exchange rate risk (in particular in the long term) or that the Group is able to enter into such hedging arrangements on commercially reasonable terms. Exchange rate fluctuations could have a significant adverse effect on the Group's results of operations, cash flows, financial conditions and prospects.

2.2.5 Risks of damage or destruction to the Group's property and other assets

The Group's production of aquatic food products is mainly based in a single production site located at Ørland municipality. That property and production assets held there are subject to risks such as fire, flooding and other natural disasters which may damage or destroy the properties or assets. Although the property and production assets are insured, such events may disrupt the Group's operations and services, which again may have a material adverse effect on the Group's business, financial position and results of operations.

2.2.6 Risks associated with the financial position of the Group

The Issuer accumulated a negative net profit and had negative cash flow from operating activities in Q1 2023 and 2022. However, the operating profit was positive in both periods. The business of the Group follows a seasonal pattern driven by the fisheries seasons, which impact the profile of the operating profit, cash position and operating cash flow during the year. The substantial debt incurred by the Group may restrict the Group's ability to raise additional capital in the future, hence give higher interest expenses in a high interest rate period and potentially limit opportunities for further growth of the business, cf. also the description in section 2.2.2.

2.3 Risks related to laws and regulations

2.3.1 The Norwegian aquaculture and fisheries industry is subject to trade tariffs, custom barriers and free trade agreements, whereas changes in such arrangements could affect the Group's access to export markets and ultimately its profitability

The Group's products are sold worldwide, and it is thereby competing with other suppliers in countries across the globe to obtain market shares. Trade tariffs and free trade agreements affect which markets that are considered by the Group as more convenient export markets, whereas countries enter into different tariffs and trade agreements with the different jurisdictions, and some might be more favourable than others and could thereby make certain industry players more competitive than players from other jurisdictions. This is especially the case in jurisdictions outside the EEA's free trade area, and as a result the Group may not be able to pursue otherwise lucrative business opportunities for expansion into new markets.

2.3.2 The Group's business may be impacted by lower total catch volumes determined by international negotiations among fishery nations, which may lead to lower volumes in future years

The Group's business is dependent of sourcing of pelagic fish from the North Sea and Norwegian Sea. The annual quotas for these types of fish are determined through international negotiations among fishery nations. There is a risk that these negotiations may lead to unfavourable outcomes for the Norwegian industry, such as total catch volumes which are non-sustainable, giving lower volumes in future years. Catches are daily reported to Norges Sildesalgslag, an organisation authorized by the Norwegian authorities to organize, manage and supervise the first-hand sale of fish catches via auctions.

2.4 Risks related to the Bonds

2.4.1 Risks related to the Issuer being a holding company

The Issuer is a holding company and relies principally on cash generated by its subsidiaries for its cash and financing requirements, including the funds necessary to service any debt it may incur. The Issuer's subsidiaries may be restricted in their ability to transfer funds to the Issuer whether in the form of dividends, loans or advances, and the imposition of such a limitation could materially and adversely limit the Issuer's ability to grow, make investments or acquisitions that could be beneficial to its businesses, pay dividends or otherwise fund and conduct its business. The inability of the subsidiaries to transfer cash to the Issuer may mean that, even though the Issuer may have sufficient resources on a consolidated basis to meet its obligations under its debt agreements, it may not be able to meet such obligations. This could arise from e.g. limitations on dividends and intra-group financing in the Norwegian and Swedish Companies Acts. Defaults by, or the insolvency of, certain subsidiaries of the Issuer could result in the obligation of the Issuer to make payments under parent company financial or performance guarantees in respect of such subsidiaries' obligations, or cause cross defaults on certain borrowings of the Issuer. There can be no assurance that the Issuer and its assets would be protected from any actions by the creditors of any subsidiary of the Issuer, whether under bankruptcy law, by contract or otherwise.

2.4.2 Super senior ranking debt and restrictions on enforcement

Under the terms and conditions of the Bonds, the Issuer and other material Group companies (being guarantors under the Bonds) may incur certain material liabilities which will rank super senior in priority to the Bonds, including, inter alia, revolving credit facilities, leasing facilities, guarantee facilities, and certain derivative exposures. The intercreditor agreement contains certain provisions regulating instruction rights over the security agent, including instructions as to enforcement. Upon certain conditions being met, such instruction right may be held entirely by a defined majority of such super senior creditors (whose claims will rank super senior to the Bonds with respect to enforcement proceeds). Such super senior creditors may have conflicting interests with the bondholders in a default and enforcement scenario, including an incentive to take enforcement

steps which may be detrimental to the value of the Bonds. In general and in these situations in particular, there can be no assurance that any enforcement proceeds will be sufficient to cover the prior ranking creditors or the claims under and in relation to the Bonds.

2.4.3 The Bonds are structurally subordinated to the present and future liabilities of the Group's subsidiaries which are not granting security for the Bonds

The Issuer is a holding company and almost all its operations are conducted by its direct and indirect subsidiaries. Therefore, it must rely on distributions and other payments from its subsidiaries to fund principal and interest payments under the Bonds. Certain material group companies in the Group have granted a guarantee for the Issuer's liabilities and obligations under the Bonds, however, save for the security interest created by the transaction security, the claims of creditors of the Issuer's subsidiaries, including trade creditors, secured creditors and claims of creditors against subsidiaries in the Group which are not granting any guarantee or security, will have priority with respect to the assets and earnings of such subsidiary over the claims of creditors of its parent entity, including claims by holders of the Bonds. In the event of any foreclosure, dissolution, winding up, liquidation, administration, reorganization or other insolvency or bankruptcy proceeding of any such subsidiaries, holders of their indebtedness and their trade creditors will generally be entitled to payment of their claims from the assets of such subsidiaries before any non-secured assets are made available for distribution to its parent entity as a shareholder. As such, the Bonds will be structurally subordinated to the creditors, including trade creditors, of its subsidiaries.

2.4.4 Applicable law may limit the transfer of cash among entities within the Group

As the operations of the Group are carried out in the Issuer's subsidiaries, the Issuer is dependent on other entities in the Group in order to meet its obligations. Applicable law for the various Group companies may limit the amounts that some of these companies will be permitted to pay as dividends or distributions on their equity interests and limitations on the ability to transfer cash among entities within the Group. This may entail that even though the Group in aggregate may have sufficient resources to meet their obligations, the Group companies may not be permitted to make the necessary transfer within the Group to enable the Issuer to make payments under the Bonds.

2.4.5 Financial assistance restrictions and limitations may apply

Financial assistance restrictions may limit the value of the guarantees granted for the Bonds, and the transaction security will only be created and perfected to the extent permitted by mandatory provisions of applicable law. The relevant guarantee agreements and security documents will provide for general limitation language to the effect that each guarantee or security interest granted, as well as any other obligation, liability or indemnification thereunder, shall be limited if and to the extent required by applicable law.

2.4.6 The value of the collateral securing the Bonds may not be sufficient to cover the outstanding Bonds in case of default or liquidation.

Although the Bonds are secured obligations of the Issuer, the security to be provided shall also secure the Revolving Credit Facility, on a *pari passu* basis and subject to the super senior ranking of the liabilities under the Revolving Credit Facility with respect to the application of proceeds, in accordance with the terms of the Intercreditor Agreement. The security provided in accordance with the terms and conditions of the Bonds will be shared with the RCF Lender to the extent permitted by mandatory provisions of applicable law. There can be no assurance that the value of the assets securing the Bonds will be sufficient to cover all the outstanding Bonds together with accrued interests and expenses in case of a default and/or if the Issuer goes into liquidation.

2.4.7 The Bonds are in certain circumstances subject to optional redemption by the Issuer, which may have an adverse effect on the market value of the Bonds

In accordance with the terms and conditions of the bonds, the Bonds are subject to optional redemption by the Issuer subject to pre agreed price mechanisms. This feature is likely to limit the market value of the Bonds. During any period when the Issuer may elect to redeem the Bonds, the market value of the Bonds generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period. The Issuer may be expected to redeem the Bonds when its cost of borrowing is lower than the interest rate on the Bonds. At those times, an investor would generally not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Bonds and may only be able

to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

3 RESPONSIBILITY FOR THE PROSPECTUS

3.1 Persons responsible for the information

The person responsible for the information given in the Prospectus is the board of directors of the Issuer.

3.2 Declaration by persons responsible

The board of directors of the Issuer accepts responsibility for the information contained in the Prospectus. The board of directors of the Issuer confirms that, having taken all reasonable care to ensure that such is the case, the information contained in the Prospectus is, to the best of our knowledge, in accordance with the facts and makes no omissions likely to affect its import.

3 August 2023

Grøntvedt AS

Ole Ronny Vekseth
Authorised signatory

3.3 Statement of approval

The Prospectus has been approved by the Financial Supervisory Authority of Norway, as competent authority under Regulation (EU) 2017/1129. The Financial Supervisory Authority of Norway only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129 and the approval shall not be considered as an endorsement of the Issuer. Investors should make their own assessment as to the suitability of investing in the Bonds.



4 THE BONDS

4.1 Main terms of the Bonds

The summary below describes the principal terms of the Bonds. Certain of the terms and conditions described below are subject to important limitations and exceptions. The original bond agreement for the Bonds is attached as Annex 1 to this Prospectus and has been amended pursuant to the amendment agreement dated 12 July 2023 attached as Annex 2 to this Prospectus (as amended, the "**Bond Terms**") and contains the complete terms and conditions of the Bonds. This prospectus is publicly available at www.oslobors.no.

ISIN number:	NO 0011094658
The reference name of the Bond Issue:	Grøntvedt AS FRN senior secured NOK 900,000,000 bonds 2021/2024
Issuer:	Grøntvedt AS
Securities type:	Senior secured floating rate bonds
Currency of the Bonds:	NOK
Issue size:	Maximum principal amount: NOK 900,000,000 Current outstanding amount: NOK 600,000,000
Nominal value:	The nominal value of each Bond is NOK 1,000
Securities form:	The Bonds are electronically registered in book-entry form with Verdipapirsentralen ASA (the VPS), Fred. Olsens gate 1. Postboks 1174 Sentrum, 0107 Oslo, Norway.
Issue Date:	23 September 2021
Bond Trustee:	Nordic Trustee AS, org.nr. 963 342 624, Kronprinsesse Märthas plass 1, N-0160 OSLO
Interest bearing from and including:	Issue Date
Interest bearing to:	Maturity Date
Maturity Date:	23 September 2024
Repayment procedure:	The Bonds will mature in full on the Maturity Date and shall be redeemed by the Issuer on the Maturity Date at a price equal to 100% of the nominal value.
Interest Payment Dates:	Payment date quarterly each year starting on 23 December 2021 and ending on the Maturity Date.
Issue Price:	100% of the nominal value.
Interest Rate:	Reference Rate + 5.25% per annum, where the Reference Rate shall mean: NIBOR three (3) Month; (Norwegian Interbank Offered Rate) being the interest rate fixed for a period comparable to the relevant Interest Period published by Global Rate Set Systems (GRSS) at approximately 12.00 (Oslo time) two (2) business days before the first day of the relevant Interest Period. In the event that such rate is not available for the relevant Interest Period, the Reference

Rate is the linear interpolation between the two closest relevant interest periods with the same number of decimals, or a rate for deposits in the currency of the Bonds 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 if the interest rate is no longer available, the interest rate will be set by the Bond Trustee in consultation with the Issuer to any relevant replacement reference rate generally accepted in the market; or such interest rate that best reflects the interest rate for deposits in the currency of the Bonds offered for the relevant Interest Period. If any such rate is below zero, the Reference Rate will be deemed to be zero. The current and historical level of NIBOR three (3) Month can be found at the following web page: <https://www.referanserenter.no/>. It can be obtained free of charge with a 24-hour delay.

The Interest Rate as of the date of the Prospectus is 9.41% p.a. In addition to this comes the 2.00% p.a. charge for the Listing Failure Event, until listing is completed.

Day count fraction:	Interest is computed on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis). The Interest Rate will be reset at each Interest Quotation Day by the Bond Trustee, who will notify the Issuer, the Paying Agent and Oslo Stock Exchange, of the new Interest Rate and the actual number of calendar days for the next Interest Period.
Business Day Convention:	If the last day of any Interest Period originally falls on a day that is not a Business Day, the Interest Period will be extended to include the first following Business Day unless that day falls in the next calendar month, in which case the Interest Period will be shortened to the first preceding Business Day (<i>Modified Following</i>).
Indication of yield:	The yield on the Bonds is depending on the following three elements: a) the applicable Interest Rate during the tenor of the Bonds, the method of calculation is described above in this Section 4.1 of the Prospectus. b) the applicable premium payable upon a voluntary early redemption (Call Option), the method of calculation is described below in this Section 4.1 of the Prospectus, c) and also the price of the Bonds in the secondary market.
Calculation Agent:	The Bond Trustee
Amortization:	The Bond shall be repaid in full at the Maturity Date at 100% of the nominal value.
Business Day:	Any day on which both the VPS settlement system is open, and the NOK settlement system is open.
Taxation:	The Issuer shall not be liable to gross-up any payments in relation to the Finance Documents by virtue of withholding tax, public levy or similar taxes. Any public fees levied on the trade of Bonds in the secondary market shall be paid by the Bondholders, unless otherwise provided by law or regulation, and the Issuer shall not be responsible for reimbursing any such fees.

As of the date of the Prospectus, there is no withholding tax in Norway. The tax legislation of the investor's Member State and of the Issuer's country of incorporation may have an impact on the income received from the Bonds.

Payment mechanics: Interest and principal due for payment are credited the bank account nominated by each Bondholder in connection with its Bonds account in VPS.

Ranking of the Bonds: The Bonds constitute senior debt obligations of the Issuer. The Bonds 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).

Security Interests: The obligations of the Issuer under the Bond Terms are secured by:

- (i) a pledge over the shares in each Guarantor, being at the date of this Prospectus, Grøntvedt Group AS (reg. no. 927 033 860), Grøntvedt Pelagic AS (reg. no. 948 208 997), Grøntvedt Nutri AS (reg. no. 922 654 220), Klädesholmen Seafood AB (reg. no. 556137-7838) and any other future directly and wholly owned Subsidiary of the Issuer being nominated as a Material Group Company;
- (ii) a charge over the Norwegian bank accounts held by the Issuer and each Guarantor;
- (iii) assignment by way of floating charges over trade receivables (No. *factoringpant*), operating assets (No. *drifttilbehørspant*) and inventory (No. *varelagerpant*), in respect of each Guarantor incorporated in Norway; and
- (iv) assignment of monetary claims under any Intercompany Loan (as defined in the Bond Terms) granted by any member of the Group to a Guarantor.

Change of control: "**Change of Control Event**" means a person or group of persons acting in concert (other than companies where the Bekken family and/or John and Bernt Thoresen, including any of their successors, have Decisive Influence) gaining Decisive Influence over the Issuer.

Financial covenants:

1. The Issuer shall maintain an Interest Cover Ratio (as defined in the Bond Terms) of not less than 2.0x.
2. The Issuer shall maintain a Book Equity Ratio (as defined in the Bond Terms) of minimum 35 per cent

Each to be calculated on a consolidated basis for the Group and subject to financial covenants cure as further set out in the Bond Terms.

Make Whole Amount:

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

- a) the Nominal Amount of the redeemed Bonds at the First Call Price as if such payment originally had taken place on the First Call Date; and

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

where the present value shall be calculated by using a discount rate of 0.975 per cent per annum, and where the Interest Rate applied for the remaining interest payments until the First Call Date shall be the applicable Interest Rate on the Call Option Repayment Date.

Call Option:

The Issuer may redeem all but not only some of the Outstanding Bonds (the "**Call Option**") on any Business Day from and including:

- (i) the Issue Date to, but not including, the First Call Date at a price equal to the Make Whole Amount;
- (ii) the First Call Date to, but not including the Interest Payment Date in September 2023 at a price equal to 102,84 per cent of the Nominal Amount of the redeemed Bonds (the "**First Call Price**");
- (iii) the Interest Payment Date in September 2023, to, but not including, the Interest Payment Date in March 2024 at a price equal to 101.8933 per cent of the Nominal Amount of the redeemed Bonds; and
- (iv) the Interest Payment Date in March 2024 to, but not including, the Maturity Date at a price equal to 100.9467 per cent of the Nominal Amount of the redeemed Bonds.

Any redemption of Bonds pursuant to the above shall be determined based upon the redemption prices applicable on the Call Option Repayment Date.

The Call Option may be exercised by the Issuer by written notice to the Bond Trustee at least 10 Business Days prior to the proposed Call Option Repayment Date. Such notice sent by the Issuer is irrevocable, but may, at the Issuer's discretion, be subject to the satisfaction of one or more conditions precedent to be satisfied or waived no later than 3 Business Days prior to the Call Option Repayment Date. If such condition precedent has not been lifted within the said date, the call notice shall be null and void. The call notice shall specify the Call Option Repayment Date. Unless the Make Whole Amount is set out in the written notice where the Issuer exercises the Call Option, the Issuer shall calculate the Make Whole Amount and provide such calculation by written notice to the Bonds Trustee as soon as possible and at the latest within 3 Business Days from the date of the notice.

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

Put Option:

Upon the occurrence of a Change of Control Event, each Bondholder will have the right (the "**Put Option**") to require that the Issuer purchases all or some of the Bonds held by the Bondholder at a price equal to 101 per cent of the Nominal Amount.

The Put Option must be exercised within 15 Business Days after the Issuer has given notice to the Bond Trustee and the Bondholders that a Change of Control Event has occurred.

Each Bondholder may exercise its Put Option by written notice to its account manager for the CSD, who will notify the Paying Agent of the exercise of the Put Option. The Put Option Repayment Date will be the 5th Business Day after

the end of 15 Business Days exercise period. However, the settlement of the Put Option will be based on each Bondholders holding of Bonds at the Put Option Repayment Date.

If Bonds representing more than 90 per cent of the Outstanding Bonds have been repurchased under the Put Option, the Issuer is entitled to repurchase all the remaining Outstanding Bonds at 101 per cent of the Nominal Amount by notifying the remaining Bondholders of its intention to do so no later than 10 Business Days after the Put Option Repayment Date. Such notice sent by the Issuer is irrevocable and shall specify the Call Option Repayment Date.

Issuer's ownership of Bonds:

The Issuer and any companies in the Group may purchase and hold Bonds and such Bonds may be retained, sold or cancelled in the Issuer's sole discretion.

Listing and admission to trading:

If approved by Oslo Stock Exchange following an application for listing, the Bonds will be listed on Oslo Stock Exchange as soon as possible after the approval of this Prospectus.

Limitation of claims:

All claims under the Bond Terms for payment, including interest and principal, will be subject to the legislation regarding time-bar provisions of Norway, being three (3) years for interest and ten (10) years for repayment of principal.

Credit rating:

N/A.

Bondholders' Meeting:

The Bondholders' Meeting represents the supreme authority of the Bondholders community in all matters relating to the Bonds. If a resolution by the Bondholders is required, such resolution shall be passed at a Bondholders' Meeting. Resolutions passed at Bondholders' Meetings are binding upon and prevail for all the Bonds.

At the Bondholders' Meeting each Bondholder may cast one (1) 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 Issuer's Bonds shall not have any voting rights.

At least 50% of the voting bonds must be represented at a Bondholders' Meeting for a quorum to be present. Approval of any waiver or amendment of any provision of the Bond Terms requires approval of at least 2/3 of the votes represented at the Bondholders' Meeting.

For further details of the authority of the Bondholders' Meeting, procedures, voting rules and written resolutions, see Clause 15 (*Bondholders' Decisions*) of the Bond Terms.

Trustee:

Nordic Trustee AS, a company existing under the laws of Norway with registration number 963 342 624.

Role of Trustee:

The Bond Terms has been entered into by the Issuer and the Bond Trustee. The Bondholders shall be bound by the terms and conditions of the Bond Terms and any other Finance Document without any further action or formality being required to be taken or satisfied.

The Bond Trustee acts as the representative of all the Bondholders, monitoring the Issuer's performance of obligations pursuant to the Bond Terms, supervising the timely and correct payment of principal or interest, arranging Bondholders' Meetings, and taking action on behalf of all the Bondholders as and if required.

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

For further details of the Bond Trustee's role and authority as the Bondholders' representative, see clause 16 of the Bond Terms, which is publicly available at www.stamdata.com.

Paying Agent: Pareto Securities AS, Dronning Mauds gate 3, 0250 Oslo, Norway. The Paying Agent is in charge of keeping the records in the VPS.

Securities Depository: Verdipapirsentralen ASA (the VPS), Fred. Olsens gate 1. Postboks 1174 Sentrum, 0107 Oslo, Norway.

Transfer restrictions: The Bonds are freely transferable and may be pledged, subject to the following:

- (i) Bondholders located in the United States will not be permitted to transfer the Bonds except (a) subject to an effective registration statement under the Securities Act, (b) to a person that the Bondholder reasonably believes is a QIB within the meaning of Rule 144A that is purchasing for its own account, or the account of another QIB, to whom notice is given that the resale, pledge or other transfer may be made in reliance on Rule 144A, (c) outside the United States in accordance with Regulation S under the Securities Act in a transaction on the Oslo Børs, and (d) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available).
- (ii) 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 local laws and regulations applicable at own cost and expense.
- (iii) Notwithstanding the above, a Bondholder which has purchased the Bonds in contradiction to mandatory restrictions applicable may nevertheless utilise its voting rights under the Bond Terms.

Governing Law: Norwegian Law

4.2 Overview of the Guarantors

Overview of the Guarantors						
Legal and commercial name and registration number in the relevant register of business enterprises	Country of incorporation and legislation	CEO	Board Members	Date of incorporation and legal form	Registered address	Share capital

	under which it operates					
Grøntvedt Group AS Registration number 927 033 860	Norway	Bjørnar Grøntvedt	Helge Gåsø (chair) Runar Aakvik	Incorporated as a Norwegian private limited liability company (nor. "aksjeselskap") on 1 April 2021	Havneveien 1, 7142 Uthaug, Norway	NOK 90,000 3,000 shares Par value NOK 30
Grøntvedt Pelagic AS Registration number 948 208 997	Norway	Alexander Borge Grøntvedt	Helge Gåsø (chair) Runar Aakvik	Incorporated as a Norwegian private limited liability company (nor. "aksjeselskap") on 15 March 1988.	Havneveien 1, 7142 Uthaug, Norway	NOK 24,515,869 1,156 shares Par value NOK 21,207.49913
Grøntvedt Nutri AS Registration number 922 654 220	Norway	Bjørnar Grøntvedt	Helge Gåsø (chair) Runar Aakvik	Incorporated as a Norwegian private limited liability company (nor. "aksjeselskap") on 13 March 2019	Havneveien 1, 7142 Uthaug, Norway	NOK 30,000 1,156 shares Par value NOK 25.95156
Klädesholmen Seafood AB Registration number 556137-7838	Sweden	Jonas Fredrik Lundberg	Bengt Martin Thomas Brue (chair) Lars Tore Albert Axelsson Bjørnar Grøntvedt Richard Sven Sverkersten	Incorporated as a Swedish private limited liability company (swe. "Aktiebolag") on 27 July 1970	Ängholmstvågen 14, 471 41 Rönnäng, Sweden	SEK 100,000 1,000 shares Par value SEK 100

The Issuer's telephone number and website serves as telephone number and website for the Guarantors (for more information, see Section 5.1 (*Incorporation, registered office and registration number*)).

There are no conflicts of interest between any duties to the Guarantors of the persons involved with management, administrative or supervisory duties of the Group and their private interests and/or other duties.

4.3 The Guarantees

Each of the Guarantors has granted a joint and several unconditional and irrevocable Norwegian law guarantee to the benefit of the Bond Trustee as security agent (on behalf of the secured parties under the Intercreditor Agreement) as continuing security for the due and punctual payment, discharge and performance of the Secured Obligations (pursuant to and as defined in the Intercreditor Agreement) (the "**Guarantee**"):

"**Secured Obligations**" as defined in the Intercreditor Agreement; means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured

Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

The Guarantee is governed by a guarantee agreement entered into between the Issuer, each of the Guarantors and the Bond Trustee as security agent (the "**Guarantee Agreement**"). Pursuant to the Guarantee Agreement, each Guarantor irrevocably and unconditionally:

- (i) guarantees as independent primary obligors (Nw. *selvskyldnerkausjonist*) to the Security Agent (on behalf of the Secured Parties) the payment, discharge, and punctual performance of the Secured Obligations on the Security Agent's demand until the expiry of the Guarantee Period;
- (ii) undertakes with the Security Agent (on behalf of the Secured Parties) that it shall pay any amount owed by a Guarantor in connection with the Secured Obligations as if it was the principal obligor; and
- (iii) indemnifies the Security Agent (on behalf of the Secured Parties) against any cost, loss or liability suffered by the Security Agent or the Secured Parties if any of the Secured Obligations is or becomes unenforceable, invalid or illegal.

The maximum guarantee liability of each of the Guarantors pursuant to the Guarantee shall never exceed NOK 1,380,000,000 plus interest thereon, fees, costs, expenses and indemnities as set out in the Debt Documents, to the extent required by applicable local law.

The Guarantee is limited to the extent necessary to comply with mandatory applicable provisions to the Guarantee for each of the Guarantors.

4.4 Interest of natural and legal persons involved in the Bond Issue

The natural and legal persons involved in the Bond Issue have no interests, nor conflicting interests, that are material to the Bond Issue.

4.5 Reasons for the application for the admission to trading and use of proceeds

This Prospectus is being produced in connection with the Issuer's application for the admission to trading of the Bonds on Oslo Stock Exchange.

Pursuant to the Bond Terms the Issuer was required to list the Bonds to on Oslo Børs within twelve (12) months of the Issue Date, being 23 September 2022, and of the date of this prospectus, the Bonds have still not been listed but is intended to be listed as soon as possible. The Issuer is currently in Listing Failure Event. No application has been made for the listing of the Bonds on any other regulated market, other third country markets, SME Growth Market or multilateral trading facility other than the contemplated application for listing of the Bonds on Oslo Stock Exchange.

The Issuer has used the net proceeds from the issuance of the Bonds (net of fees and legal costs of the Manager and the Bond Trustee and any other costs and expenses incurred in connection with the Bond Issue) to repay the Existing Debt. The expenses incurred in connection with the Bond Issue and the listing were approx. (i) Manager NOK 18,271,400; (ii) Legal Advisor NOK 2,277,878; (iii) the Bond Trustee (annual fee) NOK 285,000. The net proceeds of NOK 580,990,912.50 were used to repay the Existing Debt and for general corporate purposes.

5 INFORMATION ABOUT THE ISSUER

5.1 Incorporation, registered office and registration number

The legal and commercial name of the Issuer is Grøntvedt AS. The Issuer is a private limited liability company incorporated under the laws of Norway, with registration number 927 033 836 in the Norwegian Register of Business Enterprises and is regulated by the Norwegian Private Limited Liability act and supplementing Norwegian laws and regulation. The registered office of the Issuer is at Havneveien 1, 7142 Uthaug, Norway. The telephone number of the Issuer is +47 72 52 30 90 and the e-

mail is post@grontvedt.no. The website of the Group is www.grontvedtgroup.no. The information on the website does not form part of the Prospectus unless that information is incorporated by reference into this Prospectus. The Issuer's LEI-code is 254900SA8BJ0ENKQG90.

The Issuer was incorporated on 1 April 2021.

The Issuer and Grøntvedt Group AS are holding entities. The Issuer is without any operational business and is therefore dependent on cash generation and distribution from subsidiaries in order to meet its payment obligations under the Bond Terms. In particular, the Issuer is dependent on cash flow from Grøntvedt Pelagic AS, Grøntvedt Nutri AS and Klädesholmen Seafood AB. An organizational structure chart of the Group is included in section 5.4 (*Organizational structure*).

5.2 History and business overview

5.2.1 History and principal activities

Established in 2021, the Issuer has roots dating back to 1830, when the Grøntvedt family entered the pelagic business. The modern industrial development of Grøntvedt started after the incorporation of B. Grøntvedt in 1983. In 2000 Grøntvedt Pelagic AS was established, marking the start of an accelerated growth of its activity as a larger producer of pelagic mackerel and herring through continuous investments in capacity and the construction of a production plant for pelagic meal and oil in 2020. The Issuer has established a group structure that can process all parts of the raw material. The Issuer with its subsidiaries is now one of the largest stand-alone facilities of an integrated production of pelagic raw material, i.e. wild catch from fish species such as herring, mackerel and capelin, and production of pelagic meal and oil. The main office is located in Uthaug, Norway.

In 2021, the Issuer acquired the shares in Klädesholmen Seafood AB. The island Klädesholmen has a history related to herring fishery and products since the 15th century, and the company Klädesholmen Seafood is running a modern business that preserves and develops the Swedish herring tradition. Prior to the acquisition, there has been a long-lasting cooperation between Grøntvedt Pelagic AS and Klädesholmen Seafood. The Issuer also consolidated the shares of Grøntvedt Pelagic AS and Grøntvedt Nutri AS, creating the Grøntvedt Group of today.

The Issuer is doing business in the three distinct business areas (i) production and sale of marinated and frozen herring and mackerel for human consumption, (ii) production of pelagic meal and oil (iii) finished consumer products both as their own brand, and production under private label. The Issuer combines a focus on efficient industrialized production, high levels of experience and seafood business knowledge, where the rationale is to secure that the production refines all the raw material, and nothing goes to waste. This is secured by having effective production facilities and securing as much of the value chain as possible. This is sought through the three different business concepts:

- FOOD production/Grøntvedt Pelagic: Production of frozen and marinated articles sold world-wide for human consumption.
- FEED production/Grøntvedt Nutri: One of the first fully integrated production plants for pelagic meal and oil.
- Grøntvedt VAP/Klädesholmen Seafood AB: A renowned producer of own brands and also private label production of finished consumer products mainly sold on the Swedish market.

As FOOD and VAP both are related to products for human consumption, they are, from time to time and when deemed as relevant for given purposes, presented as a combined business segment. In such instances they are, for simplicity in communication, jointly referred to as FOOD.

The Issuer aims to be the leading producer of sustainable pelagic products, utilizing all of the raw material in the value chain.

The business model is based on integrating the value chain in a sustainable and optimal way. The business areas and key end products can be summarized as in the figure below:

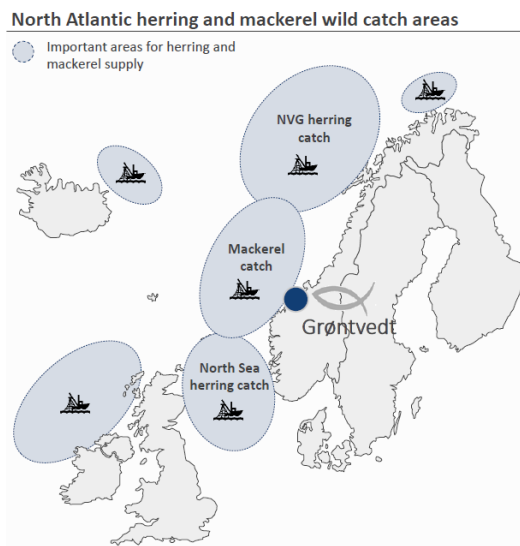


The Issuer's value drivers:

The Issuer is a holding company and does not have any own production or sales.

5.2.2 *Grøntvedt Pelagic AS*

Grøntvedt Pelagic has a significant production facility for pelagic raw materials, mainly mackerel and herring. It is situated geographically in the middle of Norway and has a prime location for landing of pelagic raw materials. The company has a production facility which can process up to about 1.000mt pelagic raw material per production day, totalling to more than 100.000mt of raw materials per year, depending on the length of the catch seasons for the different species processed at the facility.. Sales are mainly within the European market. The catch areas and prime location are illustrated by the figure below:



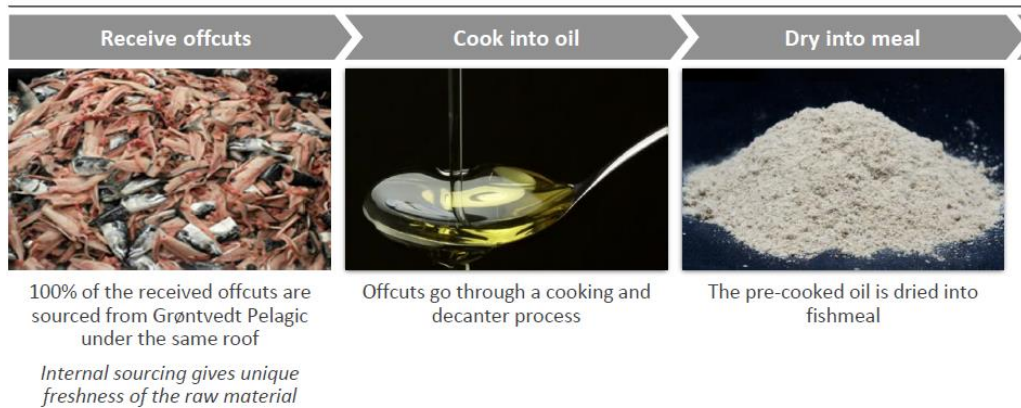
The value chain of the company can be summarized as in the figure below:



5.2.3 Grøntvedt Nutri AS

The Grøntvedt Nutri's production facility that processes cut-offs from Grøntvedt Pelagic is located in the same building as Grøntvedt Pelagic. This makes Grøntvedt Nutri able to produce fresh trimmings from Grøntvedt Pelagic into pelagic meal and oil that can be used as feed ingredients or graded further for human consumption. Sales are mainly domestically in Norway.

The value chain of Grøntvedt Nutri can be summarized as in the figure below:



5.2.4 Klädesholmen Seafood AB

Klädesholmen Seafood AB is the Group's production facility for finished consumer products. With a predictable and solid sourcing from Grøntvedt Pelagic for marinated and frozen herring raw materials, and an updated production facility, Klädesholmen is capable of a good and efficient production. Sales are mainly domestically in Sweden.

5.2.5 HSE

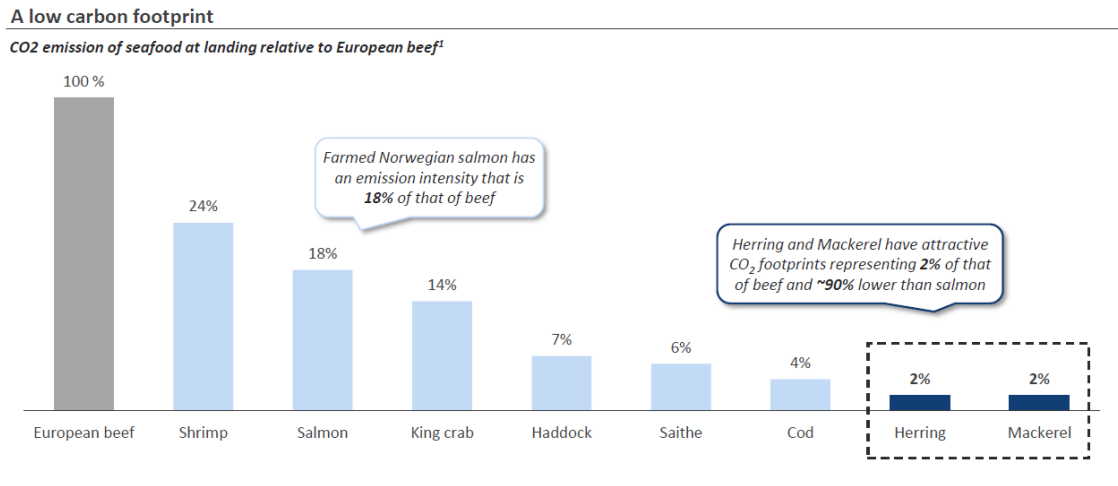
Health, environment and security are important focus areas for the Issuer. The Issuer is constantly working to limit the number of personal injuries and has implemented strict routines and procedures to ensure this. The Group has also initiated measures to ensure a healthy workplace environment, including establishing a unique rotating system for employees in production, ensuring a better balance between work and time off combined with variation in the physical workload during production. The Group's working environment committees holds regular meetings together with an independent third party, whereby training, communication and measures to ensure a positive working environment are frequent topics.

5.2.6 Outlook for the Group

The macro-environment for seafood products is good, with a growing world population, including a growing middle-class, as important drivers for increased demand. Furthermore, an increased focus on healthy food gives expectations for a solid market fundament for sea-based consumer products. The Issuer believes this will give rise to volume growth at sustainable price levels

in the years to come. As a producer of herring and mackerel products, which according to SINTEF¹, one of Europe's largest independent research organizations, has a carbon footprint at only 2% of European beef, the potential for taking a further strengthened position among ESG focused consumers is good.

The figure below, prepared by Pareto based on SINTEF data referred to in their report on carbon footprint in Norwegian seafood products, compares the carbon footprint of herring and mackerel to other protein sources:



The business model of the Issuer is dependent on fishery quotas. Higher quotas are expected to give higher volumes and lower prices, while lower quotas are expected to give lower volumes and higher prices for the products. The pricing model of the Issuer takes this into consideration, balancing this risk well. All Grøntvedt's revenue generating activities have significant seasonal variations due to harvesting seasons, with the fourth and first quarters being peak season. This gives a seasonal pattern also with respect to production, revenues, expenses and cash flows. The Issuer works to increase the production periods and capacity utilization by expanding its operations related to species which have a fishery season in March to September, which will give a more stable profitability throughout the year. More specifically, this relates to the increase in production of FOOD and FEED products from capelin and North Sea herring. A key enabler for this is that the bidding areas the North Sea herring catch to a larger degree include Uthaug. The bidding areas are set by Norges Sildesalgslag based on several factors such as the size of each catch and where the catch has taken place. The production facilities are in place, and an increase in such production is expected to give an increased cash flow and profits from sales of fish oil and fish meal in the short term.

The Issuer invested in Grøntvedt Nutri in the autumn of 2020 and thereby created a pelagic facility with both processing of food for human consumption, and animal feed, including fishmeal and fish oil to the aquaculture industry. The combination allows the company to efficiently utilize 100 per cent of the raw material in a sustainable manner, with no need for transportation between facilities. This enables a unique freshness of the raw material, and consequently a high quality of the products from Nutri as well as further reducing the carbon footprint. The effective and low-cost production of high value products is expected to give rise to increased profitability of the Group.

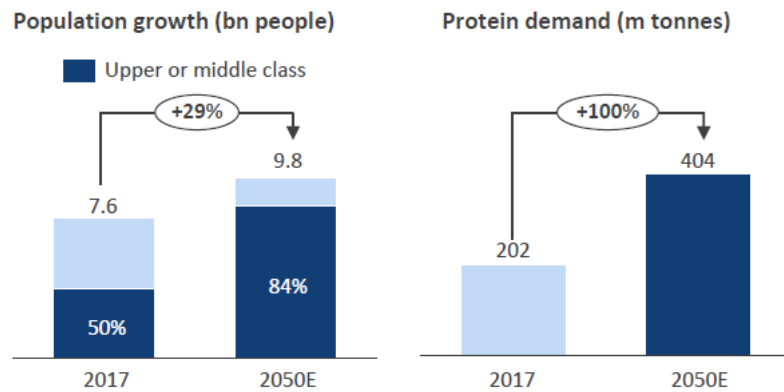
5.3 Principal Markets

The principal markets for the Issuer's food products are in Europe, with Poland, Germany, Sweden, Denmark, Finland and Norway as the main markets. Further, Japan is an important market. Several of the key customers have had business relations with the Issuer for more than 20 years. Growth among existing customers, driven by both population growth and shift in consumer preferences to more healthy food, is a key driver for demand also for the Issuer's food products, which is input into the consumer products of its customers.

The expected growth in population size and protein demand is illustrated below:

¹ sintef.no/contentassets/25338e561f1a4270a59ce25bcbc926a2/report-carbon-footprint-norwegian-seafood-products-2017_final_040620.pdf/

Increasing demand for protein



Source: United Nations / OECD Agricultural Outlook 2020-2029, as referred by Pareto

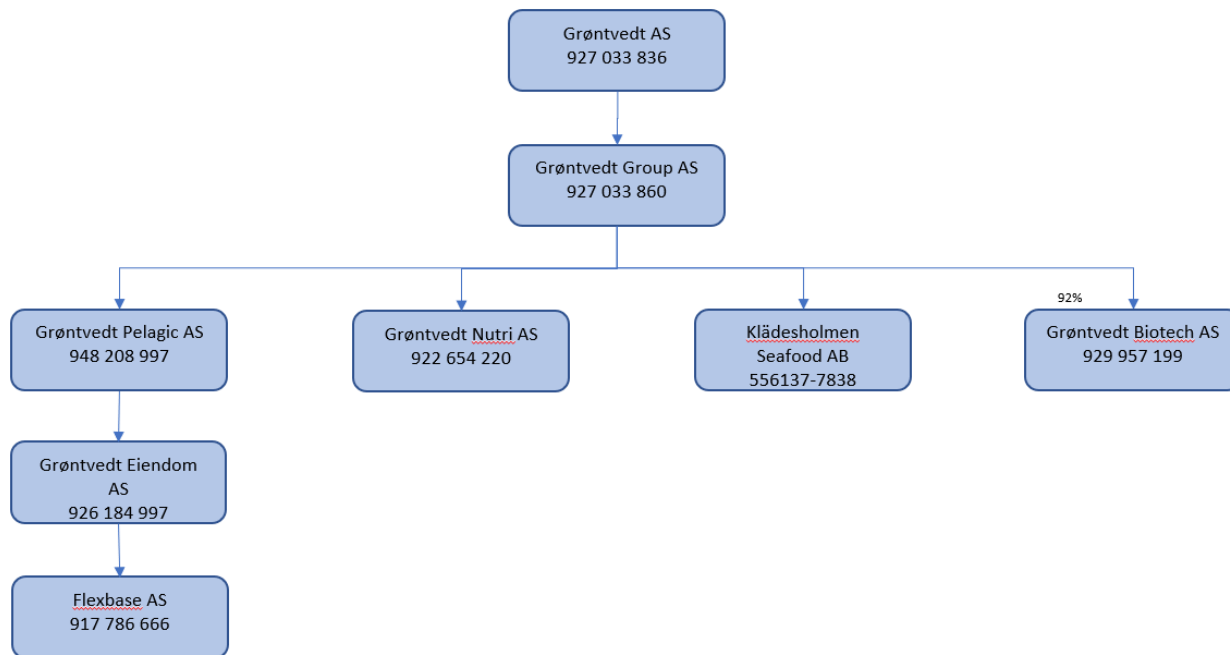
For Grøntvedt Nutri, the key driver for sales and profitability is the animal feed market. Most of Grøntvedt Nutri products are used in salmonid feed production. The salmonid industry is growing, and access to sustainable feed ingredients is expected to be a limiting factor for growth of this industry. Grøntvedt Nutri is well positioned to sell to mainly Norwegian fish feed producers, giving them high-quality and environmentally friendly feed ingredients.

Klädesholmen is a well-established and reputed consumer brand in the Swedish market, selling value-added products under the label Klädesholmen, as well as to clients who market the products under their own brand. Further, the company sells to other Scandinavian, European and Asian customers.

No statements regarding its competitive position are made in this Prospectus, and no basis for any statements are therefore required.

5.4 Organizational structure

The following figure sets forth all Group subsidiaries as of the date of the Prospectus. All subsidiaries are wholly owned, if not otherwise stated:



6 BOARD OF DIRECTORS, MANAGEMENT AND BOARD COMMITTEES

6.1 The Issuer: Grøntvedt AS

6.1.1 Overview of the Board of Directors

The Board of Directors of the Issuer currently consists of the following persons:

Name	Position	Served since	Term expires	Shares	Business address
Helge Gåsø	Chairman	Board member since March 2022, Chairman since October 2022	Undetermined	#1	Havneveien 1, 7142 Uthaug, Norway
Hege Aasen Veiseth	Board member	March 2022	Undetermined	#1	Havneveien 1, 7142 Uthaug, Norway
Anne Sofie Utne	Board member	March 2022	Undetermined	None	Havneveien 1, 7142 Uthaug, Norway
Bjørnar Grøntvedt	Board member	October 2022	Undetermined	#2	Havneveien 1, 7142 Uthaug, Norway
Alexander Borge Grøntvedt	Board member	October 2022	Undetermined	#2	Havneveien 1, 7142 Uthaug, Norway
Bengt Martin Thomas Brue	Board member	October 2022	Undetermined	None	Ängholmsvägen 14, 471 41 Rönning, Sweden

#1 Frøy Kapital AS owns 14,295 shares in the Issuer. Helge Gåsø is indirectly the majority shareholder of Frøy Kapital AS and Hege Aasen Veiseth is the CFO of Frøy Kapital AS.

#2 Grøntvedt Invest AS owns 21,462 shares in the issuer. Grøntvedt Invest AS is wholly owned by Marit Borge Grøntvedt, the wife of Bjørnar Grøntvedt and the mother of Alexander Borge Grøntvedt.

The table above also presents the number of shares held by the Issuer's board members as at the date of this Prospectus (including shares held through private investment companies).

6.1.2 *Brief biographies of the Board of Directors*

Helge Gåsø – Chairman of the Board

Joined Grøntvedt as a board member in March 2022, and has held the position as chair of the Board since October 2022. Mr. Gåsø has held several leading positions in, inter alia, the Norwegian aquaculture industry. This includes having been the chair of the board in listed companies.

Hege Aasen Veiseth – board member

Joined Grøntvedt as board member March 2022. Current job position as CFO of Frøy Kapital AS. Extensive experience from financial management and audit. Ms. Veiseth holds several directorships, including in the listed company KMC Properties ASA.

Master of Business Administration from the Norwegian School of Economics, and further studies at BI Norwegian Business School to become a Certified Public Accountant.

Anne-Sofie Utne – board member

Joined Grøntvedt as board member March 2022. Current job position as CEO in Arctic Offshore Farming AS, a subsidiary of SalMar ASA. Extensive experience from finance and business development related to the Norwegian Aquaculture industry.

Msc in Economics from University of Life Sciences, and courses in Finance and Strategy from Norwegian School of Economics (NHH).

Bjørnar Grøntvedt – board member and CEO

Co-founder, CEO and majority owner of Grøntvedt. Board member from October 2022. CEO of Grøntvedt AS, Managing director of Grøntvedt Nutri AS and Grøntvedt Group AS. Extensive experience from the seafood industry.

Alexander Borge Grøntvedt – board member

CEO of Grøntvedt Pelagic AS. MSc from the Norwegian School of Economics (NHH). Extensive experience from the seafood industry.

Bengt Martin Thomas Brue – board member

Joined Grøntvedt as board member in October 2022. Currently working with investment and business development in various companies. MSc in Business Administration and Finance from the School of Economics and Commercial Law.

6.1.3 *Overview of Management*

Name	Current position within the Group	Employed with the Group since	Shares
Bjørnar Grøntvedt	Chief Executive Officer	1983	See 6.1.1.
Ole Ronny Vekseth	Chief Financial Officer	November 2022	No

6.1.4 *Brief biographies of the Management*

Bjørnar Grøntvedt – Chief Executive Officer

A description of Bjørnar Grøntvedt is provided in 6.1.2 (Brief biographies of the Board of Directors).

Ole Ronny Vekseth – Chief Financial Officer

Joined Grøntvedt as CFO for the group in November 2022. Has a master's in business and economics from Handelshøyskolen BI, with a specialization in finance. Has extensive experience in finance and accounting.

6.2 The Guarantors: Grøntvedt Group AS, Grøntvedt Pelagic AS, Grøntvedt Nutri AS and Klädesholmen Seafood AB

6.2.1 Overview of the Board of Directors in the Guarantors

The Board of Directors of Grøntvedt Group AS, Grøntvedt Pelagic AS and Grøntvedt Nutri AS currently consists of the following persons:

Name	Position	Served since	Term expires	Shares	Business address
Helge Gåsø	Chairman of the Board	Grøntvedt Group AS: October 2022 Grøntvedt Pelagic AS: October 2022 Grøntvedt Nutri AS: October 2022	Undetermined	None #1	Havneveien 1, 7142 Uthaug, Norway
Runar Aakvik	Board member	Grøntvedt Group AS: April 2022 Grøntvedt Pelagic AS: April 2022 Grøntvedt Nutri AS: April 2022	Undetermined	None#2	Havneveien 1, 7142 Uthaug, Norway

#1: Helge Gåsø indirectly owns shares as described in section 6.1.1

#2: Runar Aakvik is the Managing Director of Grøntvedt Invest AS, which owns shares as described in section 6.1.1.

The Board of Directors of Klädesholmen Seafood AB currently consists of the following persons:

Name	Position	Served since	Term expires	Shares	Business address
Bengt Martin Thomas Brue	Chairman	June 2021	Undetermined	None	Ängholmsvägen 14, 471 41 Rönäng, Sweden
Lars Tore Albert Axelsson	Board member	2001	Undetermined	None	Ängholmsvägen 14, 471 41 Rönäng, Sweden
Richard Sven Sverksersten	Board member	June 2021	Undetermined	None	Ängholmsvägen 14, 471 41 Rönäng, Sweden
Bjørnar Grøntvedt		August 2021	Undetermined	#2	Havneveien 1, 7142 Uthaug, Norway

#2: Bjørnar Grøntvedt is the husband of Marit Borge Grøntvedt, the shareholder of Grøntvedt Invest AS, which owns shares as described in section 6.1.1.

The tables above also present the number of shares held by the Guarantor's board members as at the date of this Prospectus (including shares held through private investment companies).

6.2.2 Brief biographies of the Board of directors in the Guarantors

6.2.2.1 Norwegian Guarantors

Helge Gåsø – Chairman of the Board

A description of Helge Gåsø is provided in 6.1.2 (Brief biographies of the Board of Directors).

Runar Aakvik – board member

Board member of Grøntvedt Group AS, Grøntvedt Pelagic AS and Grøntvedt Nutri AS. Managing Director of Grøntvedt Invest AS. Experience from the seafood and financial industries.

6.2.2.2 Swedish Guarantor

Bengt Martin Thomas Brue – Chairman of the Board

Joined Grøntvedt as board member in October 2022. Currently working with investment and business development in various companies. MSc in Business Administration and Finance from the School of Economics and Commercial Law.

Lars Tore Albert Axelsson - board member

Former owner of Klädesholmen Seafood AB with extensive experience from the seafood industry.

Richard Sven Sverkersten – board member

Currently working as Senior Marketing Strategist and Account Director at Deep Studios. MSc in Marketing and Business Management from the University of Lund.

Bjørnar Grøntvedt – board member

A description of Bjørnar Grøntvedt is provided in 6.1.2 (Brief biographies of the Board of Directors).

6.2.3 Overview of the Management in the Guarantors

The Management of Grøntvedt Group AS, Grøntvedt Pelagic AS and Grøntvedt Nutri AS currently consists of the following persons:

Guarantors	Name	Current position	Employed since	Shares	Business address
<i>Grøntvedt Group AS</i>	Bjørnar Grøntvedt	Managing Director	June 2021	#2	Havneveien 1, 7142 Uthaug, Norway
<i>Grøntvedt Pelagic AS</i>	Alexander Borge Grøntvedt	Managing Director	May 2021	#2	Havneveien 1, 7142 Uthaug, Norway
<i>Grøntvedt Nutri AS</i>	Bjørnar Grøntvedt AS	Managing Director	April 2019	#2	Havneveien 1, 7142 Uthaug, Norway
<i>Klädesholmen Seafood AB</i>	Jonas Fredrik Lundberg	Managing Director	March 2023	No	Ängholmsvägen 14, 471 41 Rönnäng, Sweden

#2: Bjørnar Grøntvedt is the husband and Alexander Borge Grøntvedt is the son of Marit Borge Grøntvedt, the shareholder of Grøntvedt Invest AS, which owns shares as described in section 6.1.1.

6.2.4 Brief biographies of the Management of the Guarantors

Bjørnar Grøntvedt – Managing Director of Grøntvedt Group AS and Grøntvedt Nutri AS

A description of Alexander Borge Grøntvedt is provided in 6.1.2 (Brief biographies of the Board of Directors).

Alexander Borge Grøntvedt – Managing Director of Grøntvedt Pelagic AS

A description of Alexander Borge Grøntvedt is provided in 6.1.2 (Brief biographies of the Board of Directors).

Jonas Fredrik Lundberg – Managing Director of Klädesholmen Seafood AB

Joined Klädesholmen Seafood as Managing Director in March 2023. Extensive experience from finance, management and business development related to the seafood industry, including several managerial roles at Lerøy Seafood Group.

Master of Business Administration from Norwegian School of Economics (NHH) and Master of Arts from University of Hertfordshire.

6.3 Conflicts of interest

There are no conflicts of interest between any duties to the Issuer or any of the of the persons involved with management, administrative or supervisory duties of the Group and their private interests and/or other duties.

7 MAJOR SHAREHOLDERS OF ISSUER AND GUARANTORS AND ARTICLES OF ASSOCIATION**7.1 Issuer**

As of the date of the Prospectus, the share capital of the Issuer is NOK 76,014 divided into 38,007 ordinary shares with a nominal value of NOK 2.

Holders of ordinary shares of the Issuer have voting rights and are entitled to dividends.

As of the date of the Prospectus the Issuer has three shareholders. The Issuer is controlled by Grøntvedt Invest AS, which controls 56.47% of the Issuer. The following table sets forth shareholders in the Issuer as of 1 June 2023:

Shareholders	Number of shares	Percent
Grøntvedt Invest AS	21,462	56.47%
Frøy Kapital AS	14,295	37.61%
Klädesholmen Interessenter AB	2,250	5.92%

There are no arrangements, known to the Issuer, the operation of which may at a subsequent date result in a change in control of the Issuer. No specific measures are in place to ensure that such control is not abused.

7.2 Guarantors

As of the date of the Prospectus, the share capital of (i) Grøntvedt Group AS is NOK 90,000 divided into 3,000 ordinary shares with a nominal value of NOK 30, (ii) Grøntvedt Pelagic AS is NOK 24,515,869 divided into 1,156 shares with a nominal value of NOK 21,207.441 (iii) Grøntvedt Nutri AS is NOK 30,000 divided into 1,156 shares with a nominal value of NOK 25.951557 and (iv) Klädesholmen Seafood AB is SEK 100,000 divided into 1,000 ordinary shares with a nominal value of SEK 100.

Each of the Guarantors are fully and directly owned by the Issuer. Holders of ordinary shares of each of the Guarantors have voting rights and are entitled to dividends.

There are no arrangements, known to each of the Guarantors, to the operation of which may at a subsequent date result in a change in control of the each of the Guarantors. No specific measures are in place to ensure that such control is not abused.

7.3 Articles of Association

The most recent articles of association of the Issuer and each of the Guarantors are attached to the Prospectus in [Schedule 2](#). Below is a schedule covering the objective in of certain provision of the Articles of Association.

Issuer/Guarantor	Adopted	Objective/Purpose
Grøntvedt AS	03.06.2022	The company's purpose is to invest in other companies and what naturally relates to it.

Grøntvedt Group AS	15.09.2021	The company's purpose is to invest in other companies and what naturally relates to it.
Grøntvedt Pelagic AS	15.09.2021	The company's purpose is to produce, purchase, and sell fish and fish products, as well as activities naturally related to this, including participation in other enterprises with similar operations.
Grøntvedt Nutri AS	15.09.2021	The company's purpose is to produce pelagic flour- and oilproducts, including all that relates to it.
Klädesholmen Seafood AB	23.09.2021	The company's purpose is to produce, purchase, and sell fish and fish products.

8 FINANCIAL INFORMATION

8.1 Introduction

The following selected financial information has been extracted from

- (i) the Group's audited financial statement as of, and for the year ended, 31 December 2021 (the "**Group 2021 Financial Statement**");
- (ii) the Group's audited financial statement as of, and for the year ended, 31 December 2022 (the "**Group 2022 Financial Statement**");
- (iii) Grøntvedt Group AS' audited financial statements as of, and for the year ended, 31 December 2022 and as of, and for the year ended 31 December 2021, as well as the separate cash flow statement for 2021;
- (iv) Grøntvedt Nutri AS' audited financial statements as of, and for the year ended, 31 December 2022 and as of, and for the year ended 31 December 2021, as well as the separate cash flow statement for 2021;
- (v) Grøntvedt Pelagic AS' audited financial statements as of, and for the year ended, 31 December 2022 and as of, and for the year ended 31 December 2021;
- (vi) Klädesholmen Seafood AB's audited financial statements as of, and for the year ended, 31 December 2022 and as of, and for the year ended 31 December 2021; and
- (vii) the Group's unaudited interim quarter reports for Q1 2023 and Q1 2022 ("**Interim Quarter Reports**"),

(the statements referred to in (i)-(vi), the "**Annual Financial Statements**" and together with the Interim Quarter Reports, the "**Financial Statements**").

The selected financial information included herein should be read in connection with, and is qualified in its entirety by reference to, the Annual Financial Statements and the Interim Quarter Reports. Information on the cross-references can be found in section 11 of this Prospectus.

8.2 Key financial information for the Issuer

For the financial year 2022 the Group financial statements were issued according to IFRS, whereas the Group financial statements for 2021 were issued according to Norwegian GAAP. Hence, the financial data for the Group for 2021 below are the comparative figures according to IFRS in the 2022 Group financial statements. These figures are referred to as Incorporated by reference in the tables below. Figures referred to in this section 8.2 are on a Group consolidated basis and according to IFRS, with exception for the Q1 2022 Interim Report, which is according to Norwegian GAAP.

	Q1 2023 Interim Report (IFRS - unaudited)	2022 Financial Statement (IFRS - Audited)	Q1 2022 Interim Report (NGAAP – unaudited, unless otherwise stated below)	2021 Financial Statement (-IFRS – Incorporated by reference)
Balance sheet	Page 6	Page 8	Page 6	Page 8
Income statement	Page 5	Page 7	Incorporated by reference: page 5 in Q1 2023 Interim report	Page 7
Cash flow statement	Page 8	Page 11	Page 8	Page 11
Explanatory notes	Page 9	Page 14	Page 9	Page 14
Accounting policies	Page 9	Page 16	Page 9	Page 16
Auditors report	N/A	Page 85	N/A	Page 85

The Issuer was incorporated on 1 April 2021. However, the Group Financial Statement is a continuation of the Grøntvedt Pelagic Group. Hence, comparative figures exist for prior periods and are presented accordingly in this Prospectus. Furthermore, Klädesholmen Seafood AB and Grøntvedt Nutri AS became a part of the Group on 1 July 2021. Therefore, these two group companies have been consolidated into the 2021 Financial Statement from 1 July 2021.

The Group 2022 Financial Statement according to IFRS has been audited by Ernst & Young AS, company registration number 976 389 387 with registered business address Stortorvet 7, 0155 Oslo.

Prior to this, Group Financial Statements according to Norwegian GAAP were issued. These were audited by PricewaterhouseCoopers AS, company registration number 987 009 713 with registered business address Dronning Eufemias gate 71, 0194 Oslo, Norway.

The change of Group auditor took place in November 2022, as further described in section 10.3.

The Interim Quarter Reports are unaudited.

The 2022 Financial Statement according to IFRS contains an explanatory note for transitory changes from Norwegian GAAP to IFRS. Further, the note describes changes to the Norwegian GAAP 2021 figures due to correction of errors. Details on this are found in note 30 on page 68 in the 2022 Financial Statement according to IFRS. Because of the changes, the profit and loss figures presented in the 2022 Q1 report have been updated. Updated profit and loss figures for 2022 Q1 are presented as comparative figures in the 2023 Q1 report, and Incorporated by reference in this Prospectus.

8.3 Key financial information for Guarantors

8.3.1 Grøntvedt Group AS

	2022 Financial Statement (Norwegian GAAP - Audited)	2021 Financial Statement (Norwegian GAAP - Audited)
Balance sheet	Page 7	Page 3
Income statement	Page 6	Page 2
Cash flow statement	Page 9	Page 14
Explanatory notes	Page 10	Page 5
Accounting policies	Page 10	Page 5

Auditors' reports	Page 15	Page 10 and page 15
-------------------	---------	---------------------

The Annual Financial Statements for 2021 have been audited by PricewaterhouseCoopers AS, company registration number 987 009 713 with registered business address Dronning Eufemias gate 71, 0194 Oslo, Norway. The Annual Financial Statements for 2022 have been audited by Ernst & Young AS, company registration number 976 389 387 with registered business address Stortorvet 7, 0155 Oslo. Further, Ernst & Young AS has audited the separate cash flow statement for 2021.

The Guarantor is not and has not been involved with any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), during a period covering at least the previous twelve (12) months which may have, or have had in the recent past, significant effects on the Guarantor's financial position or profitability.

There has been no significant change in the financial or trading position of the Guarantor since the 2022 Annual Financial Statement or any trends, uncertainties, demands, commitments or events.

8.3.2 Grøntvedt Pelagic AS

	2022 Financial Statement (Norwegian GAAP - Audited)	2021 Financial Statement (Norwegian GAAP - Audited)
Balance sheet	Page 7	Page 3
Income statement	Page 6	Page 1
Cash flow statement	Page 9	Page 33
Explanatory notes	Page 10	Page 23
Accounting policies	Page 10	Page 23
Auditors report	Page 20	Page 13

The Annual Financial Statements for 2021 have been audited by PricewaterhouseCoopers AS, company registration number 987 009 713 with registered business address Dronning Eufemias gate 71, 0194 Oslo, Norway. The Annual Financial Statements for 2022 have been audited by Ernst & Young AS, company registration number 976 389 387 with registered business address Dronning Eufemias gate 6A, 0191 Oslo.

The Guarantor is not and has not been involved with any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), during a period covering at least the previous twelve (12) months which may have, or have had in the recent past, significant effects on the Guarantor's financial position or profitability.

There has been no significant change in the financial or trading position of the Guarantor since the 2022 Annual Financial Statement or any trends, uncertainties, demands, commitments or events.

8.3.3 Grøntvedt Nutri AS

	2022 Financial Statement (Norwegian GAAP - Audited)	2021 Financial Statement (Norwegian GAAP - Audited)
Balance sheet	Page 7	Page 3
Income statement	Page 6	Page 2
Cash flow statement	Page 9	Page 14

Explanatory notes	Page 10	Page 5
Accounting policies	Page 10	Page 5
Auditors' reports	Page 17	Page 10 and page 15

The Annual Financial Statements for 2021 have been audited by PricewaterhouseCoopers AS, company registration number 987 009 713 with registered business address Dronning Eufemias gate 71, 0194 Oslo, Norway. The Annual Financial Statements for 2022 have been audited by Ernst & Young AS, company registration number 976 389 387 with registered business address Stortorvet 7, 0155 Oslo. Further, Ernst & Young AS has audited the separate cash flow statement for 2021.

The Guarantor is not and has not been involved with any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), during a period covering at least the previous twelve (12) months which may have, or have had in the recent past, significant effects on the Guarantor's financial position or profitability.

There has been no significant change in the financial or trading position of the Guarantor since the 2022 Annual Financial Statement or any trends, uncertainties, demands, commitments or events.

8.3.4 Klädesholmen Seafood AB

	2022 Financial Statement (Swedish GAAP - Audited)	2021 Financial Statement (Swedish GAAP - Audited)
Balance sheet	Page 5	Page 5
Income statement	Page 4	Page 4
Cash flow statement	Page 8	Page 8
Explanatory notes	Page 9	Page 9
Accounting policies	Page 9	Page 9
Auditors report	Page 20	Page 19

Klädesholmen Seafood AB has changed its accounting reference date from 1 September to 1 January, therefore the 2021 financial statement covers the period of 1 September 2020 – 31 December 2021. The Issuer and the other Guarantors have not changed their account reference date during the period for which historical financial information is required.

The Annual Financial Statements for both 2021 and 2022 have been audited by PricewaterhouseCoopers AB, Swedish company registration number 556067-4276 with registered business address 113 97 Stockholm, Sweden.

The Guarantor is not and has not been involved with any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), during a period covering at least the previous twelve (12) months which may have, or have had in the recent past, significant effects on the Guarantor's financial position or profitability.

There has been no significant change in the financial or trading position of the Guarantor since the 2022 Annual Financial Statement or any trends, uncertainties, demands, commitments or events.

8.4 Legal and arbitration proceedings

Neither the Issuer or any of the Guarantors are or have been involved with any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), during a period covering at

least the previous twelve (12) months which may have, or have had in the recent past, significant effects on the Issuer's and/or the Group's financial position or profitability.

8.5 Significant change in the Group's financial or trading position

There has been no significant change in the financial or trading position of the Group since the 2022 Annual Financial Statements or the 2023 Q1 report. Further, there has not been any significant change in any trends, uncertainties, demands, commitments, or events.

8.6 The Group's borrowing and funding structure and expected financing

The business activities of the Issuer and the Group are financed by the Bond Issue and aggregate maximum commitment not exceeding NOK 250,000,000 Revolving Credit Facility Agreement dated 14 October 2021 and made between, among others, the Issuer as borrower and Handelsbanken, Norwegian branch of Svenska Handelsbanken AB (publ) (the "**RCF Lender**") as original lender and agent (the "Revolving Credit Facility"). The Revolving Credit Facility is NOK 200,000,000 with effect from May 30, 2023.

In addition, in June 2022 the Group issued shares for NOK 65 million. The share issue was made in order to ensure compliance with the covenants set out on the Bond Terms. This share issue, together with the financial performance during 2022 and the expected financial performance for 2023, is expected to ensure a solid platform for further development of the Groups business, without the need for further financing.

There have been no material changes in the Issuer's or any of the Guarantors' borrowing and funding structure since the last financial year, being the year ended 31 December 2022.

9 TREND INFORMATION

9.1 Material factors affecting the Group's prospects

There have been neither material adverse changes in the prospects of the Group since the date of the last published audited Annual Financial Statement, nor any significant change in the financial performance of the Group since the end of the last financial period for which financial information has been published to the date of this Prospectus.

There are no known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Group's prospects for at least the current financial year.

9.2 Material contracts

The Group has not entered into any material contracts outside the ordinary course of its business which could result in any Group member being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to holders of the Bonds.

10 ADDITIONAL INFORMATION

10.1 Third party information and expert opinions

Part of the information given in the Prospectus has been sourced from third parties. Where information in this Prospectus has been sourced from a third party, the Issuer confirms that this information has been accurately reproduced and that, as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. In addition, the source of such information has been identified where relevant.

The Issuer confirms that no statement or report attributed to a person as an expert is included in this Prospectus.

10.2 Documents available

For the life of this Prospectus, the following documents (and copies thereof) are available for inspection at the Issuer's offices and can be downloaded from the Issuer's web page grontvedtgroup.no:

- the up-to-date memorandum and articles of association of the Issuer and each Guarantor;
- all reports, letters and other documents, historical financial information, valuations and statements prepared by any expert at the Issuer's request any part of which is included or referred to in this Prospectus; and
- the Financial Statements.

10.3 Statutory auditors

The Issuer's, Grøntvedt Group AS', Grøntvedt Pelagic AS' and Grøntvedt Nutri AS' auditor is Ernst & Young AS, company registration number 976 389 387 with registered business address Stortorvet 7, 0155 Oslo, Norway.

The partners of Ernst & Young AS are members of the Norwegian Institute of Public Accountants (nw. "den norske revisorforening").

The Issuer's, Grøntvedt Group AS', Grøntvedt Pelagic AS' and Grøntvedt Nutri AS' changed their auditor to Ernst & Young AS in 2022. Previously, PricewaterhouseCoopers AS, with company registration number 987 009 713 and registered business address at Dronning Eufemias gate 71, 0194 Oslo, Norway served as the auditor for these companies. The most recent auditor reports they issued prior to being replaced were related to the 2021 Annual Financial Statements.

The change of auditors from PricewaterhouseCoopers AS to Ernst & Young AS is not regarded to have had any material adverse effects for the Group nor the Guarantors, and the change in auditor is not regarded as a material event for the Group.

PricewaterhouseCoopers AS is also a member of the Norwegian Institute of Public Accountants.

Klädesholmen Seafood AB's auditor is PricewaterhouseCoopers AB with Swedish company registration number 556067-4276 and registered business address 113 97 Stockholm, Sweden.

PricewaterhouseCoopers AB is a member of FAR, the Institute for the Accountancy Profession in Sweden (sw. "Föreningen Aktoriserade Revisorer").

10.4 Advisor

Advokatfirmaet Thommessen AS with registration number 957 423 248 and business address Ruseløkkveien 38, 0251 Oslo, has acted as legal advisor to the Issuer.

11 CROSS REFERENCE LIST

Information regarding the Financial Statements in Section 8 of this Prospectus that was incorporated by reference can be found in the relevant pdf-documents that are electronically available and can be downloaded at www.grontvedtgroup.no.

12 DEFINITIONS AND GLOSSARY OF TERMS

Annual Financial Statements:	(i)	The Group's 2021 Financial Statement;
	(ii)	The Group's 2022 Financial Statement;
	(iii)	Grøntvedt Group AS' audited financial statement as of, and for the year ended, 31 December 2022 and as of, and for the year ended 31 December 2021;
	(iv)	Grøntvedt Nutri AS' audited financial statements as of, and for the year ended, 31 December 2022 and as of, and for the year ended 31 December 2021;
	(v)	Grøntvedt Pelagic AS' audited financial statements as of, and for the year ended, 31 December 2022 and as of, and for the year ended 31 December 2021; and

	(vi) Klädesholmen Seafood AB's audited financial statements as of, and for the year ended, 31 December 2022 and as of, and for the financial year ended 31 August 2021.
Bonds or the Bond Issue:	The bonds issued by the Issuer under the name Grøntvedt AS FRN senior secured NOK 900,000,000 bonds 2021/2024.
Bond Terms:	The Bond Terms between the Issuer and the Bond Trustee on behalf of the Bondholders entered into on 21 September 2021, as amended by the amendment agreement entered into between the Issuer and the Bond Trustee on 12 July 2023.
Existing Debt:	Have the meaning given to such term in the Bond Terms.
Finance Documents:	The Bond Terms, the Bond Trustee Fee Agreement, the Intercreditor Agreement, any Transaction Security Document and any other document designated by the Issuer and the Bond Trustee as a finance document.
Financial Statements:	The Annual Financial Statements and the Interim Quarter Report.
Guarantors:	Grøntvedt Nutri AS, Grøntvedt Pelagic AS, Grøntvedt Group AS and Klädesholmen Seafood AB; each of which is a Guarantor.
Group:	The Issuer and its Subsidiaries from time to time.
Group's 2021 Financial Statement:	The Group's audited financial statement as of, and for the year ended, 31 December 2021, prepared in accordance with Norwegian GAAP.
Group's 2022 Financial Statement:	The Group's audited financial statement as of, and for the year ended, 31 December 2022, prepared in accordance with IFRS.
Initial Bond Issue:	The issue of Bonds on 23 September 2021 raising gross proceeds of NOK 600,000,000.
Interim Quarter Report:	The Group's unaudited interim quarter report for Q1 2023.
Intercreditor Agreement:	The Intercreditor Agreement dated 24 September 2021 and originally made between, among others, the Issuer and the Bond Trustee as senior secured bond trustee and security agent.
ISIN:	International Securities Identification Number.
Issuer:	Grøntvedt AS, a Norwegian private limited liability company with registration number 927 033 836.
Prospectus:	This Prospectus, dated 3 August 2023.
Revolving Credit Facility:	The up to an aggregate maximum commitment not exceeding NOK 250,000,000 Revolving Credit Facility Agreement dated 14 October 2021 and made between, among others, the Issuer as borrower and the RCF Lender as original lender and agent.
RCF Lender:	Handelsbanken, Norwegian branch of Svenska Handelsbanken AB (publ)



Grøntvedt AS

Havneveien 1, 7142 Uthaug, Norway
phone: +47 72 52 30 90

e-mail: post@grontvedt.no

Internet: www.grontvedtgroup.no

ANNEX 1 – BOND TERMS

BOND TERMS

FOR

Grøntvedt AS FRN senior secured NOK 900,000,000 bonds 2021/2024

ISIN NO0011094658

Contents

Clause	Page
1. INTERPRETATION	3
2. THE BONDS	20
3. THE BONDHOLDERS	23
4. ADMISSION TO LISTING	24
5. REGISTRATION OF THE BONDS	24
6. CONDITIONS FOR DISBURSEMENT.....	24
7. REPRESENTATIONS AND WARRANTIES	27
8. PAYMENTS IN RESPECT OF THE BONDS	29
9. INTEREST.....	31
10. REDEMPTION AND REPURCHASE OF BONDS	32
11. PURCHASE AND TRANSFER OF BONDS	34
12. INFORMATION UNDERTAKINGS	34
13. GENERAL AND FINANCIAL UNDERTAKINGS	36
14. EVENTS OF DEFAULT AND ACCELERATION OF THE BONDS	41
15. BONDHOLDERS' DECISIONS	44
16. THE BOND TRUSTEE.....	49
17. AMENDMENTS AND WAIVERS	53
18. MISCELLANEOUS	54
19. GOVERNING LAW AND JURISDICTION.....	56

ATTACHMENT 1 COMPLIANCE CERTIFICATE

ATTACHMENT 2 RELEASE NOTICE – ESCROW ACCOUNT

ATTACHMENT 3 AGREED SECURITY PRINCIPLES

ATTACHMENT 4 EXISTING DEBT

BOND TERMS between	
ISSUER:	Grøntvedt AS, a company existing under the laws of Norway with registration number 927 033 836 and LEI-code 254900SA8B6J0ENKQG90.
BOND TRUSTEE:	Nordic Trustee AS, a company existing under the laws of Norway with registration number 963 342 624 and LEI-code 549300XAKTM2BMKIPT85.
DATED:	21 September 2021
These Bond Terms shall remain in effect for so long as any Bonds remain outstanding.	

1. INTERPRETATION

1.1 Definitions

The following terms will have the following meanings:

“**Accounting Standard**” means (i) prior to the initial listing of the Bonds on Oslo Børs, the generally accepted accounting practices and principles in the country in which the Issuer is incorporated including, if applicable (at the discretion of the Issuer), IFRS and (ii) after the earlier to occur of (a) the initial listing of the Bonds on Oslo Børs and (b) 23 September 2022, in both events (a) and (b), IFRS.

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

“**Adjusted Net Profit**” means the consolidated net profit (or loss) in accordance with the Accounting Standard according to the consolidated Annual Financial Statements of the Issuer for the relevant calendar year, excluding any positive items of a one off, non-recurring, extraordinary or exceptional nature including, without limitation, any gain arising on a disposal of any asset outside the ordinary course of trading and excluding any loss arising on a disposal of any asset outside the ordinary course of trading and excluding any unrealised gains or losses on any assets and the tax effects thereof.

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

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

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

“**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 any schedule, appendix or other attachment to these Bond Terms.

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

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

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

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

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

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

“**Book Equity**” means total equity, including share capital, Subordinated Loans (which shall count as equity), share premium, retained earnings, current year's earnings, reserves and adjustments, attributable to the Group's shareholders plus minority interests, as per the balance sheet for the financial quarter preceding the relevant Quarter Date as set out in the relevant Financial Report.

“**Book Equity Ratio**” means Book Equity divided by Total Assets.

“**Business Day**” means a day on which both the relevant CSD settlement system is open, and the relevant currency of the Bonds settlement system is open.

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

“**Call Option**” has the meaning given to it in Clause 10.2 (*Voluntary early redemption – Call Option*).

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

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

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

in each case to which any Group Company is beneficially entitled at the time and to which any Group Company has free and unrestricted access and which is not subject to any security (other than in favour of all Secured Parties).

“**Change of Control Event**” means any event whereby any person or group of persons acting in concert (other than companies where the Bekken family and/or John and Bernt Thoresen, including any of their successors, have Decisive Influence) gains Decisive Influence over the Issuer.

“**Closing Procedure**” has the meaning ascribed to such term in Clause 6.1(d)(*Conditions precedent for disbursement to the Issuer*).

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

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

“**Cure Amount**” means cash actually received by the Issuer (i) as equity in exchange for fully paid shares in the Issuer (or any increase of their nominal amount), or (ii) as Subordinated Loans.

“**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**” means a written notice to the Issuer as described in Clause 14.2 (*Acceleration of the Bonds*).

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

“**Distribution**” means 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, (iv) repayment or service of any Subordinated Loan, or (v) any other similar distribution or transfers of value to the direct and indirect shareholders of any Group Company or the Affiliates of such direct and indirect shareholders.

“**EBITDA**” means in respect of any Relevant Period, the consolidated operating profit of the Group according to the latest Financial Report:

- (a) before deducting any tax on income, profits or capital and sales paid or payable by any member of the Group during such Relevant Period;
- (b) before deducting any Net Finance Charges;
- (c) excluding any items (positive or negative) of a one off, non-recurring, extraordinary, unusual or exceptional nature (including, without limitation, restructuring expenditures) up to an amount not exceeding 10 per cent. of EBITDA for any Relevant Period (without taking into account such exclusions);
- (d) excluding any Transaction Costs;
- (e) before taking into account any unrealised gains or losses on any derivative instrument (other than any derivative instruments which are accounted for on a hedge account basis);
- (f) excluding the charge to profit represented by the expensing of stock options;
- (g) after adding back or deducting, as the case may be, the amount of any loss or gain against book value arising on a sale, disposal or abandonment of any asset (other than in the ordinary course of trading) and any loss or gain arising from an upward or downward revaluation of any asset;
- (h) after deducting the amount of any profit (or adding back the amount of any loss) of any member of the Group which is attributable to minority interests;
- (i) after adding back or deducting, as the case may be, the Group's share of the profits or losses of entities which are not part of the Group;
- (j) before taking into account any Pension Items; and
- (k) after adding back any amount attributable to the amortisation, depreciation, impairment, depletion or write-down of assets of members of the Group,

in each case, to the extent added, deducted or taken into account, as the case may be, for the purposes of determining consolidated operating profits of the Group before taxation.

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

“Escrow Account” means an account in the name of the Issuer established with Handelsbanken or another bank acceptable to the Bond Trustee where the bank has waived any set-off rights, such account to be pledged on a first priority basis as security for the Issuer’s obligations under the Finance Documents and blocked so that no withdrawals can be made therefrom without the Bond Trustee’s prior written consent.

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

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

“Exchange” means:

- (a) Oslo Børs (the Oslo Stock Exchange); or
- (b) any 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).

“Existing Debt” means the Financial Indebtedness set out in Attachment 4 (*Existing Debt*).

“Finance Charges” means, for the Relevant Period, the aggregate amount of the accrued interest, commission, fees (excluding arrangement and any other upfront fees in respect of the Bonds and any Revolving Credit Facilities), discounts, payment fees, premiums or charges and other finance payments in respect of Financial Indebtedness (including the interest (but not the capital) element of payments in respect of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Standard, be capitalized as an asset and booked as a corresponding liability in the balance sheet) whether paid, payable or capitalised by any member of the Group according to the latest Financial Report(s) (calculated on a consolidated basis), without taking into account any capitalised interest in respect of any Subordinated Loan, or any unrealised gains or losses on any derivative instruments other than any derivative instruments which are accounted for on a hedge accounting basis.

“Finance Documents” means these Bond Terms, the Bond Trustee Fee Agreement, the Intercreditor Agreement, any Transaction Security Document, and any other document designated by the Issuer and the Bond Trustee as a Finance Document.

“Finance Lease” means any lease or hire purchase contract which is treated as a finance or capital lease for accounting purposes in accordance with the Accounting Standard.

“Financial Covenants” means the financial undertakings set out in Clause 13.19 (*Financial Covenants*).

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

- (a) moneys borrowed (and debit balances at banks or other financial institutions);
- (b) any amount raised by acceptance under any acceptance credit facility or 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, including the Bonds;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Standard, be capitalized as an asset and booked as a corresponding liability in the balance sheet;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis provided that the requirements for de-recognition under the Accounting Standard are met);
- (f) any derivative transaction entered into and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount shall be taken into account);
- (g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability of a person which is not a Group Company which liability would fall within one of the other paragraphs of this definition;
- (h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the Issuer) before the Maturity Date or are otherwise classified as borrowings under the Accounting Standard;
- (i) any amount of any liability under an advance or deferred purchase agreement, if (a) the primary reason behind entering into the agreement is to raise finance or (b) the agreement is in respect of the supply of assets or services and payment is due more than 120 calendar days after the date of supply;
- (j) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing or otherwise being classified as a borrowing under the Accounting Standard; and
- (k) without double counting, the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) above.

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

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

“**First Call Date**” means the Interest Payment Date falling in March 2023.

“**First Call Price**” has the meaning ascribed to such term in Clause 10.3 (*Voluntary early redemption - Call Option*).

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

“**Group Company**” means any person which is a member of the Group.

“**Guarantee**” means an unconditional and irrevocable Norwegian law guarantee and indemnity (No. “*selvskyldnergaranti*”) issued by each of the Guarantors in respect of the Secured Obligations and which shall constitute senior obligations of such Guarantors.

“**Guarantor**” means each Original Guarantor and each Group Company which becomes a Material Group Company from time to time.

“**Hedge Counterparty**” means any hedge counterparty under any Permitted Hedging Obligation.

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

“**Incurrence Test**” has the meaning ascribed to such term in Clause 13.21 (*Incurrence Test*).

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

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

“**Insolvent**” means that a person:

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

“**Intercompany Loan**” means any loan or credit made by a Group Company to any other Material Group Company where (a) the loan or credit is scheduled to be outstanding for at least 12 months and (b) the principal amount thereof is at least of NOK 5,000,000 (or the equivalent amount in another currency) and which pursuant to the Intercreditor Agreement shall be fully subordinated to the claims under the Finance Documents, provided that no Financial Indebtedness under any cash pooling arrangement shall constitute an Intercompany Loan.

“**Intercreditor Agreement**” means an intercreditor agreement acceptable to the Bond Trustee to be entered (or acceded) into by, inter alia, the Bond Trustee (as bond trustee on the behalf of the Bondholders and as security agent), the Issuer, each of the Guarantors, the agent for the Revolving Credit Facilities (when relevant) and any provider of New Debt, to be based on the Intercreditor Principles and customary terms and conditions in the Norwegian high yield bond market and governed by Norwegian law.

“**Intercreditor Principles**” means the principles set out (or as adjusted) in Part I of Schedule 1 of the term sheet used for the pricing of the initial Bonds.

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

“**Interest Payment Date**” means the last day of each Interest Period, the first Interest Payment Date being 23 December 2021 and the last Interest Payment Date being the Maturity Date.

“**Interest Period**” means, subject to adjustment in accordance with the Business Day Convention, the period between 23 March, 23 June, 23 September and 23 December each year, provided however that an Interest Period shall not extend beyond the Maturity Date.

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

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

“**Interim Accounts**” means the unaudited consolidated quarterly financial statements of the Issuer for each quarterly period ending on 31 March, 30 June, 30 September and 31 December in each year, 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.

“**IPO**” means an initial public offering of the Issuer's shares on an Exchange or Euronext Growth Market.

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

“**Issue Date**” means 23 September 2021.

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

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

“**Leverage Ratio**” means, for any Relevant Period, the ratio of Total Net Interest Bearing Debt to EBITDA.

“**Listing Failure Event**” means:

- (a) that the Bonds (save for any Temporary Bonds) have not been admitted to listing on an Exchange within 12 months following the Issue Date; or
- (b) in the case of a successful admission to listing, that a period of 6 months has elapsed since the Bonds ceased to be admitted to listing on an Exchange where the other Bonds are listed; or
- (c) that the Temporary Bonds have not been admitted to listing on the Exchange where the other Bonds are listed within 3 months following the issue date for such Temporary Bonds.

“**Longstop Date**” means 22 December 2021.

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

- (a) the Nominal Amount of the redeemed Bonds at the First Call Price as if such payment originally had taken place on the First Call Date; and
- (b) the remaining interest payments of the redeemed Bonds, less any accrued and unpaid interest on the redeemed Bonds as at the Repayment Date, to the First Call Date,

where the present value shall be calculated by using a discount rate of 0.975 per cent. per annum, and where the Interest Rate applied for the remaining interest payments until the First Call Date shall be the applicable Interest Rate on the Call Option Repayment Date.

“**Manager**” means Pareto Securities AS.

“**Mandatory Redemption Event**” means in the event that the conditions precedent set out in Clause 6.1 (*Conditions precedent for disbursement to the Issuer*) have not been fulfilled or waived within the Longstop Date.

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

“**Margin**” means 5.25 per cent.

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

- (a) the ability of the Issuer and any Guarantor'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.

“**Material Group Company**” means the Issuer and any Group Company which is nominated as such by the Issuer pursuant to Clause 13.10 (*Designation of Material Group Companies*).

“**Maturity Date**” means 23 September 2024, adjusted according to the Business Day Convention.

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

“**Net Finance Charges**” means, for the Relevant Period, the Finance Charges for that Relevant Period, after deducting any interest payable for that Relevant Period to any Group Company from external third parties and any interest income relating to cash or cash equivalent investment (and excluding any payment-in-kind interest capitalised on Subordinated Loans).

“**New Debt**” means any new Financial Indebtedness incurred by the Issuer after the Issue Date:

- (a) as a result of issuing Additional Bonds under a Tap Issue pursuant to the terms of these Bond Terms; or
- (b) of other Financial Indebtedness provided such Financial Indebtedness satisfy the criteria in paragraph (k) of the definition of “Permitted Financial Indebtedness”,

and which may be secured by:

- (i) the Transaction Security; and
- (ii) any Security permitted under paragraph (d) of the definition of “Permitted Security” or any Financial Support permitted under paragraph (c) of the definition of "Permitted Financial Support".

“**Nominal Amount**” means nominal value of each Bond at any time. The Nominal Amount may be amended pursuant to paragraph (j) of Clause 16.2.

“**Obligor**” means the Issuer, each Guarantor and any other company granting Security for the Bonds.

“**Original Guarantors**” means:

- (a) Grøntvedt Group AS, a limited liability company incorporated in Norway with business reg. no. 927 033 860;
- (b) Grøntvedt Pelagic AS, a limited liability company incorporated in Norway with business reg. no. 948 208 997,
- (c) Grøntvedt Nutri AS, a limited liability company incorporated in Norway with business reg. no. 922 654 220; and
- (d) Klädesholmen Seafood AB, a limited liability company incorporated in Sweden with business reg. no. 556137-7838.

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

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

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

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

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

“**Pension Items**” means any income or charge attributable to a post-employment benefit scheme other than the current service costs attributable to the scheme.

“Permitted Distribution” means any Distribution by the Issuer:

- (a) to its shareholding entities in order to enable such entities to pay taxes, professional fees and regulatory and administrative costs, limited however in aggregate to NOK 1,500,000 for each financial year;
- (b) to its shareholding entities as a one-time dividend payment consisting of a (i) cash dividend payment of up to a maximum amount of NOK 15 million; and (ii) non-cash dividend settled by way of set off against the Issuer's loan originally granted to Grøntvedt Invest AS (in the amount of approximately NOK 24 million); and
- (c) occurring after the completion of an IPO, not exceeding in each calendar year 50 per cent. of the Issuer's Adjusted Net Profit the previous calendar year, provided always that the Issuer complies with the Incurrence Test, and where any unutilised portion of the Permitted Distribution in any calendar year may not be carried forward.

“Permitted Financial Indebtedness” means any Financial Indebtedness:

- (a) which is created under or as contemplated by the Finance Documents (other than incurred as a result of a Tap Issue) and any Revolving Credit Facilities;
- (b) existing, up until the first release of funds from the Escrow Account, under the Existing Debt;
- (c) which is non-interest bearing and created in the ordinary course of trading;
- (d) of any company which becomes a Group Company on or after the Issue Date where the Financial Indebtedness is created prior to the date on which that company becomes a Group Company, if:
 - (i) the Financial Indebtedness is not created in contemplation of the acquisition of that company;
 - (ii) the principal amount has not been increased in contemplation of or since the acquisition of that company; and
 - (iii) is removed or discharged within three (3) months of that company becoming a Group Company;
- (e) in the form of Intercompany Loans;
- (f) in the form of any loans between Group Companies that do not constitute Intercompany Loans;
- (g) in the form of Subordinated Loans;
- (h) in respect of any counter-indemnity obligation arising under any guarantee granted by a commercial bank as security for the obligations of any Group Company;
- (i) in respect of a Permitted Hedging Obligation;

- (j) arising under supplier credits on normal commercial terms in the ordinary course of business;
- (k) incurred by the Issuer, if such Financial Indebtedness meets the Incurrence Test tested pro forma including such new Financial Indebtedness, and is incurred as a result of a Tap Issue, New Debt or ranks pari passu or is subordinated to the obligations of the Issuer under the Finance Documents and has a final maturity date (or, if applicable, instalment dates or early redemption dates) which occurs after the Maturity Date;
- (l) Finance Lease commitments not exceeding NOK 150,000,000;
- (m) any rent obligation for the lease of office buildings/office space and any other real property payable in the ordinary course of business; and
- (n) not otherwise permitted by the preceding paragraphs which does not exceed the higher of (i) NOK 30,000,000 and (ii) 0.2x EBITDA in aggregate for the Group at any time.

“Permitted Financial Support” means any Financial Support and which is:

- (a) granted under the Finance Documents;
- (b) existing, up until the first release of funds from the Escrow Account, under the Existing Debt;
- (c) granted in respect of the Revolving Credit Facilities, any New Debt or any Permitted Hedging Obligation, provided that such guarantee is granted in favour of all the Secured Parties in accordance with the terms of the Intercreditor Agreement;
- (d) permitted under paragraphs (d), (h), (i), (k), (l) and (m) of the definition of “Permitted Financial Indebtedness”;
- (e) which constitutes a trade credit or guarantee issued in respect of a liability incurred by another Group Company in the ordinary course of business;
- (f) arising by operation of law or in the ordinary course of trading and not as a result of any default or omission;
- (g) arising in the ordinary course of banking arrangements for the purposes of netting debt and credit balances of Group Companies; or
- (h) not otherwise permitted by the preceding paragraphs which does not exceed the higher of (i) NOK 30,000,000 and (ii) 0.2x EBITDA in aggregate for the Group at any time.

“Permitted Hedging Obligations” means any obligation of any Group Company under a derivative transaction entered into with one or more Hedge Counterparties in connection with protection against or benefit from fluctuation in any currency rate or price, where such exposure arises in respect of payments to be made under these Bond Terms or the RCF Finance Documents or otherwise in the ordinary course of business (but not a derivative transaction for investment or speculative purposes).

“Permitted Security” means any Security:

- (a) created under the Finance Documents;
- (b) granted in respect of any Financial Indebtedness permitted under paragraphs (h), (i) and (k) of the definition of “Permitted Financial Indebtedness”;
- (c) existing, up until the first release of funds from the Escrow Account, under the Existing Debt;
- (d) created in respect of any Financial Indebtedness permitted under paragraph (k) of the definition of “Permitted Financial Indebtedness”, the Revolving Credit Facilities or any Permitted Hedging Obligation, provided that such Security is extended to and shared between the Secured Parties pursuant to the terms of the Intercreditor Agreement;
- (e) arising by operation of law but not by reason of any default or omission by the Issuer and/or a Group Company¹;
- (f) over goods or documents of title to goods arising in the ordinary course of documentary credit transactions;
- (g) which is short term and created as a retention of title by a seller in connection with the purchase of goods;
- (h) 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 credit balances;
- (i) over or affecting any asset of any company which becomes a Group Company on or after the closing date (including by way of an acquisition) where the Security is created prior to the date on which that company becomes a Group Company, if:
 - (i) the Security is not created in contemplation of the acquisition of that company;
 - (ii) the principal amount of that Security has not been increased in contemplation of or since the acquisition of that company; and
 - (iii) the Security is removed or discharged within three (3) months of that company becoming a Group Company; and
- (j) not otherwise permitted by the preceding paragraphs and which does not secure borrowings in excess of the higher of (i) NOK 30,000,000 and (ii) 0.2x EBITDA in aggregate for the Group at any time.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organisation, government, or

¹ T: This paragraph is in line with term sheet.

any agency or political subdivision thereof, or any other entity, whether or not having a separate legal personality.

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

“**Put Option Event**” means a Change of Control Event.

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

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

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

“**RCF Creditors**” means the finance parties under the RCF Finance Documents.

“**RCF Finance Documents**” means the agreement(s) for the Revolving Credit Facilities and any leasing facility, guarantee, letter of credit or other documents entered into in relation thereto.

“**Reference Rate**” means NIBOR; (Norwegian Interbank Offered Rate) being:

- (a) the interest rate fixed for a period comparable to the relevant Interest Period published by Global Rate Set Systems (GRSS) at approximately 12.00 (Oslo time) on the Interest Quotation Day; or
- (b) if no screen rate is available for the relevant Interest Period:
 - (i) the linear interpolation between the two closest relevant interest periods, and with the same number of decimals, quoted under paragraph (a) above; or
 - (ii) a rate for deposits in the currency of the Bonds for the relevant Interest Period as supplied to the Bond Trustee at its request quoted by a sufficient number of commercial banks reasonably selected by the Bond Trustee; or
- (c) if the interest rate under paragraph (a) is no longer available, the interest rate will be set by the Bond Trustee in consultation with the Issuer to:
 - (i) any relevant replacement reference rate generally accepted in the market; or
 - (ii) such interest rate that best reflects the interest rate for deposits in the currency of the Bonds offered for the relevant Interest Period.

In each case, if any such rate is below zero, the Reference Rate will be deemed to be zero.

“**Release Notice**” means a written notice from the Issuer, as set out in Attachment 2, inter alia specifying that the amount of the requested disbursement will be applied in accordance with the designated purpose of the Bonds in accordance with Clause 2.3 (*Use of proceeds*) and

stating that no Event of Default has occurred or is likely to occur as a consequence of the release from the Escrow Account.

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

“**Relevant Period**” means each period of twelve (12) consecutive calendar months ending on the last day of the preceding financial quarter.

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

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

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

“**Revolving Credit Facilities**” means one or more revolving credit, guarantee, leasing and/or overdraft facilities to be provided to the Issuer and/or any other Material Group Company with an aggregate maximum commitment not exceeding NOK 250,000,000 (consolidated for the Group) plus accrued interest costs and fees (or the equivalent amount in any other currency). The Revolving Credit Facilities may consist of one or several facilities (including any ancillary facilities) from one or more lenders which shall rank *pari passu* between each other. The Issuer (and any other borrower thereunder) may apply amounts borrowed by it under the Revolving Credit Facilities towards general corporate and working capital purposes of the Group.

“**Secured Obligations**” means all present and future liabilities and obligations at any time due, owing or incurred by any Group Company to any Secured Party under the Finance Documents, the Super Senior Finance Documents and any finance documents related to any Permitted Hedging Obligations or New Debt, both actual and contingent.

“**Secured Parties**” means the Security Agent and the Bond Trustee on behalf of itself and the Bondholders, any Super Senior Creditors, any Hedge Counterparties and any creditors of New Debt or security agent acting on behalf thereof.

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

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

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

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

“**Subordinated Loan**” means any loan granted or to be granted to the Issuer from lenders (also from the shareholders of the Issuer) which have acceded to the Intercreditor Agreement (or which is alternatively subject to a subordination declaration to the Security Agent), with terms (including aggregate amount) subject to the provisions set out in the Intercreditor Agreement inter alia to ensure that (i) such loan is fully subordinated to the Secured Obligations, (ii) any repayment of, or cash payment of interest under, any such loan is subject to all present and future obligations and liabilities under the Secured Obligations having been discharged in full (other than any repayment by the application of cash equity injected into the Issuer for such purpose), and (iii) any such loan incurred after the Issue Date shall in no event be repaid or mature earlier than three (3) months after the Maturity Date.

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

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

“**Super Senior Creditors**” means the RCF Creditors and any Hedge Counterparty.

“**Super Senior Finance Documents**” means the RCF Finance Documents together with the documents for any Permitted Hedging Obligations.

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

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

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

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

“**Total Assets**” means the aggregate of all tangible and intangible assets of the Group, as evidenced by the balance sheet at the relevant Quarter Date, as set out in the relevant Financial Report.

“**Total Net Interest Bearing Debt**” means the aggregate amount of all interest bearing debt of the Group (including any leasing obligations booked as debt under the Accounting Standard) 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) excluding any Subordinated Loans;
- (c) excluding any Bonds owned by the Issuer; and
- (d) deducting the aggregate amount of Cash and Cash Equivalents held by any member of the Group at that time, including funds held on the Escrow Account,

and so that no amount shall be included or excluded more than once.

"**Transaction Costs**" means all fees, costs, expenses and taxes incurred by the Issuer or any other member of the Group in connection with the issuance of the Bonds and the establishment of any Revolving Credit Facilities and any IPO.

"**Transaction Security**" means the Security created or expressed to be created in favour of the Security Agent (on behalf of the Secured Parties) pursuant to the Transaction Security Documents.

"**Transaction Security Documents**" means, collectively, the Escrow Account Pledge and all of the documents which shall be executed or delivered pursuant to Clause 2.5 (*Transaction Security*).

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

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

1.2 Construction

In these Bond Terms, unless the context otherwise requires:

- (a) headings are for ease of reference only;
- (b) words denoting the singular number will include the plural and vice versa;
- (c) references to Clauses are references to the Clauses of these Bond Terms;
- (d) references to a time are references to Central European time unless otherwise stated;
- (e) references to a provision of "**law**" is a reference to that provision as amended or re-enacted, and to any regulations made by the appropriate authority pursuant to such law;
- (f) references to a "**regulation**" includes any regulation, rule, official directive, request or guideline by any official body;
- (g) references to a "**person**" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, unincorporated organization, government, or any agency or political subdivision thereof or any other entity, whether or not having a separate legal personality;

- (h) references to Bonds being “**redeemed**” means that such Bonds are cancelled and discharged in the CSD in a corresponding amount, and that any amounts so redeemed may not be subsequently re-issued under these Bond Terms;
- (i) references to Bonds being “**purchased**” or “**repurchased**” by the Issuer means that such Bonds may be dealt with by the Issuer as set out in Clause 11.1 (*Issuer’s purchase of Bonds*),
- (j) references to persons “**acting in concert**” shall be interpreted pursuant to the relevant provisions of the Securities Trading Act; and
- (k) an Event of Default is “**continuing**” if it has not been remedied or waived.

2. THE BONDS

2.1 Amount, denomination and ISIN of the Bonds

- (a) The Issuer has resolved to issue a series of Bonds up to the Maximum Issue Amount of NOK 900,000,000 (the “**Maximum Issue Amount**”). The Bonds may be issued on different issue dates and the Initial Bond Issue will be in the amount of NOK 600,000,000. The Issuer may, provided that the conditions set out in Clause 6.3 (*Tap Issues*) are met, at one or more occasions issue Additional Bonds (each a “**Tap Issue**”) until the Nominal Amount of all Additional Bonds equals in aggregate the Maximum Issue Amount less the Initial Bond Issue. Each Tap Issue will be subject to identical terms as the Bonds issued pursuant to the Initial Bond Issue in all respects as set out in these Bond Terms, except that Additional Bonds may be issued at a different price than for the Initial Bond Issue and which may be below or above the Nominal Amount. The Bond Trustee shall prepare an addendum to these Bond Terms evidencing the terms of each Tap Issue (a “**Tap Issue Addendum**”).

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

- (b) The Bonds are denominated in Norwegian Kroner (NOK), being the legal currency of Norway.
- (c) The Initial Nominal Amount of each Bond is NOK 1,000.
- (d) The ISIN of the Bonds is set out on the front page. These Bond Terms apply with identical terms and conditions to (i) all Bonds issued under this ISIN, (ii) any Temporary Bonds and (iii) any Overdue Amounts issued under one or more separate ISIN in accordance with the regulations of the CSD from time to time.
- (e) Holders of Overdue Amounts related to interest claims will not have any other rights under these Bond Terms than their claim for payment of such interest claim which claim shall be subject to paragraph (b) of Clause 15.1 (*Authority of the Bondholders’ Meeting*).

2.2 Tenor of the Bonds

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

2.3 Use of proceeds

- (a) The Issuer will use the net proceeds (net of legal costs, fees to the Manager and the Bond Trustee) from the Initial Bond Issue:
 - (i) towards repayment of the Existing Debt; and
 - (ii) the remaining amount for general corporate purposes (including acquisitions).
- (b) The net proceeds from any Tap Issue(s) (net of legal costs, fees to the Manager for such Tap Issue and the Bond Trustee, and any other costs and expenses relating to the Tap Issue) shall be employed for general corporate purposes (including acquisitions) or any other purpose designated in relation to such Tap Issue.

2.4 Status of the Bonds

- (a) The Bonds will constitute senior unsubordinated obligations of the Issuer and will rank *pari passu* between themselves and at least *pari passu* with all other senior obligations (except in respect of claims mandatorily preferred by law).
- (b) The Bonds will be secured on a *pari passu* basis with the other Secured Parties in respect of the Transaction Security (other than the Escrow Account Pledge), subject to the super senior status of the Revolving Credit Facility and the Permitted Hedging Obligations. The Super Senior Creditors will receive (i) the proceeds from any enforcement of the Transaction Security and certain distressed disposals and (ii) any payments following any other enforcement event (collectively the “**Enforcement Proceeds**”) prior to the Bondholders and the Bond Trustee and any creditors in respect of New Debt (but otherwise rank *pari passu* in right of payment with the Bonds) in accordance with the waterfall provisions of the Intercreditor Agreement.

2.5 Transaction Security

- (a) As Security for the due and punctual fulfilment of the Secured Obligations, the Issuer shall procure that the following Transaction Security is granted in favour of the Security Agent (subject to any mandatory limitations under applicable law and the Agreed Security Principles), to be shared between the Secured Parties in accordance with the terms of the Intercreditor Agreement (save for the Pre-Settlement Security, which shall be granted in favour of the Bond Trustee on behalf of itself and the Bondholders) within the times agreed in Clause 6 (*Conditions for disbursement*):

Pre-Settlement Security:

- (i) the Escrow Account Pledge;

Pre-Disbursement Security:

- (ii) a first priority pledge over all the shares in any Guarantor at any time;

- (iii) first priority charges over the Norwegian bank accounts held by the Issuer and each Guarantor (such accounts to be unblocked until an Event of Default has occurred and is continuing);
 - (iv) first priority assignments by way of floating charges over:
 - (A) the trade receivables (No. *factoringpant*);
 - (B) the operating assets (No. *driftstilbehørspant*); and
 - (C) the inventory (No. *varelagerpant*),
 in respect of (A) – (C) of each Guarantor incorporated in Norway;
 - (v) first priority assignments of monetary claims under any Intercompany Loan granted by any Group Company to a Guarantor; and
 - (vi) the Guarantees.
- (b) The Pre-Settlement Security shall be granted in favour of the Bond Trustee (on behalf of the Bondholders). The Pre-Settlement Security shall be established in due time before the Issue Date. The Bond Trustee may (acting in its sole discretion) release the Pre-Settlement Security in connection with the release of funds from the Escrow Account.
 - (c) The Pre-Disbursement Security shall be granted in favour of the Security Agent (on behalf of the Secured Parties). The Pre-Disbursement Security (but not the Pre-Settlement Security) shall be shared between the Secured Parties in accordance with the terms of the Intercreditor Agreement. The Bond Trustee will, to the extent permitted by applicable law, act as Security Agent in respect of the Pre-Disbursement Security and any other security provided in accordance with the terms of the Intercreditor Agreement (unless otherwise set out in the Intercreditor Agreement for any Permitted Security not to be shared among the Secured Parties). The Pre-Disbursement Security shall be established in due time before release of funds from the Escrow Account.
 - (d) The Transaction Security and the Intercreditor Agreement shall be entered into on such terms and conditions as the Bond Trustee in its discretion deems appropriate in order to create the intended benefit for the Secured Parties under the relevant document, in each case subject to the Agreed Security Principles and the Intercreditor Principles (as relevant).
 - (e) The Security Agent shall, pursuant to the terms of the Intercreditor Agreement, (i) release any Guarantees and Transaction Security over assets which are sold or otherwise disposed of (directly or indirectly) (A) in any merger, de-merger or disposal permitted in compliance with Clauses 13.5 (*Mergers and de-mergers*) or 13.9 (*Disposals*) and (B) following an enforcement or insolvency and (ii) release any Guarantee or Transaction Security provided by a Guarantor that ceases to be a Material Group Company, for the

avoidance of doubt, notwithstanding anything to the contrary in the relevant Transaction Security Document².

3. THE BONDHOLDERS

3.1 Bond Terms binding on all Bondholders

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

3.2 Limitation of rights of action

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

3.3 Bondholders' rights

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

² T: bestemmelsen er nå på linje med term sheet og NTs mal.

4. ADMISSION TO LISTING

- (a) The Issuer shall ensure that the Bonds are listed on Oslo Børs within 12 months of the Issue Date and thereafter remain listed on such exchange until the Bonds have been redeemed in full.
- (b) The Issuer shall use its reasonable endeavours to ensure that any Temporary Bonds are listed on an exchange where the other Bonds are listed within 3 months of the issue date for such Temporary Bonds.

5. REGISTRATION OF THE BONDS

5.1 Registration in the CSD

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

5.2 Obligation to ensure correct registration

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

5.3 Country of issuance

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

6. CONDITIONS FOR DISBURSEMENT

6.1 Conditions precedent for disbursement to the Issuer

- (a) Payment of the net proceeds (net of fees and legal costs of the Manager and any other costs and expenses incurred in connection with the Initial Bond Issue) from the issuance of the Bonds to the Escrow Account shall be conditional on the Bond Trustee having received in due time (as determined by the Bond Trustee) prior to the Issue Date each of the following documents, in form and substance satisfactory to the Bond Trustee:
 - (i) these Bond Terms duly executed by all parties hereto;
 - (ii) copies of all necessary corporate resolutions of the Issuer to issue the Bonds and execute the Finance Documents to which it is a party;
 - (iii) a copy of a power of attorney (unless included in the corporate resolutions) from the Issuer to relevant individuals for their execution of the Finance Documents to which it is a party;
 - (iv) copies of the Issuer's articles of association and certificate of registration (*No. firmaattest*);

- (v) the Escrow Account Pledge duly executed by all parties thereto and perfected (including all applicable notices, acknowledgements and consents from the account bank);
 - (vi) copies of the Issuer's latest Financial Reports (if any);
 - (vii) confirmation that the applicable prospectus requirements (ref the EU prospectus regulation ((EU) 2017/1129)) concerning the issuance of the Bonds have been fulfilled;
 - (viii) confirmation that the Bonds are registered in the CSD (by obtaining an ISIN for the Bonds);
 - (ix) 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;
 - (x) the Bond Trustee Fee Agreement duly executed by the parties thereto; and
 - (xi) legal opinions or other statements as may be required by the Bond Trustee (including in respect of corporate matters relating to the Issuer and the legality, validity and enforceability of these Bond Terms and the Finance Documents).
- (b) The net proceeds from the issuance of the Bonds (on the Escrow Account) will not be disbursed in accordance with the purpose of the Initial Bond Issue unless the Bond Trustee has received or is satisfied that it will receive in due time (as reasonably determined by the Bond Trustee) prior to such disbursement to the Issuer each of the following documents, in form and substance satisfactory to the Bond Trustee:
- (i) a duly executed Release Notice from the Issuer;
 - (ii) unless delivered under paragraph (a) above, as pre-settlement conditions precedent:
 - (A) copies of all necessary corporate resolutions of each Obligor required to provide the Transaction Security and execute the Finance Documents to which it is a party;
 - (B) a copy of a power of attorney (unless included in the relevant corporate resolutions) from each Obligor to relevant individuals for their execution of the Finance Documents to which it is a party, or extracts from the relevant register or similar documentation evidencing such individuals' authorisation to execute such Finance Documents on behalf of the relevant Obligor;
 - (C) copies of each Obligor's articles of association and of a full extract from the relevant company register in respect of each Obligor evidencing that the Obligors are validly existing;
 - (iii) documentation evidencing nomination of Material Group Companies in compliance with the terms hereof;

- (iv) evidence that (i) the Existing Debt will be repaid in full immediately following the release of funds from the Escrow Account and (ii) any guarantee or security created in respect thereof will be released and discharged in full, in each case in accordance with the Closing Procedure;
 - (v) a written confirmation from the Issuer confirming that no indebtedness, security or guarantees exist which is not permitted by these Bond Terms;
 - (vi) the Transaction Security Documents being executed and perfected according to the Closing Procedure;
 - (vii) the Intercreditor Agreement duly executed by all parties thereto;
 - (viii) a funds flow statement evidencing that the funds released will be used in accordance with paragraph (a) of Clause 2.3 (*Use of proceeds*) and that the Issuer has sufficient funds available to repay the Existing Debt;
 - (ix) all Finance Documents (unless delivered Pre-Settlement and to the extent applicable) duly executed; and
 - (x) legal opinions or other statements as may be required by the Bond Trustee, including in respect of corporate matters relating to the Obligors and the legality, validity and enforceability of the Finance Documents (unless delivered under paragraph (a) as pre-settlement conditions precedent).
- (c) The Bond Trustee, acting in its sole discretion, may, regarding this Clause 6.1 (*Conditions precedent for disbursement to the Issuer*), waive the requirements for documentation or decide that delivery of certain documents shall be made subject to the Closing Procedure.
- (d) In accordance with paragraph (b) above, the delivery of the conditions precedent may be made subject to one or more closing procedures (a “**Closing Procedure**”) agreed between the Bond Trustee and the Issuer where the parties may agree that certain Conditions Precedent (save for the conditions precedent listed in paragraph (a) of Clause 6.1 (*Conditions precedent for disbursement to the Issuer*) above) are to be delivered prior to or in connection with the release of funds from the Escrow Account or as a condition subsequent. The Transaction Security (except for the Escrow Account Pledge) shall be perfected as soon as possible in accordance with the terms of the Closing Procedure subject to the Agreed Security Principles on or immediately after the release of funds from the Escrow Account, including to allow for certain matters to be handled post disbursement, as customary or required for practical reasons. Without limiting the generality of the foregoing, the Bond Trustee is authorised, under any Closing Procedure, to agree that the granting and/or perfection of Security over assets subject to security securing the Existing Debt shall be done immediately after the Existing Debt has been repaid, but in no event later than ten (10) Business Days thereafter.

6.2 Disbursement of the proceeds

Disbursement of the proceeds from the issuance of the Bonds is conditional on the Bond Trustee’s confirmation to the Paying Agent that the conditions in Clause 6.1 (*Conditions*

precedent for disbursement to the Issuer) have been either satisfied in the Bond Trustee's discretion or waived by the Bond Trustee pursuant to paragraph (c) of Clause 6.1 (*Conditions precedent for disbursement to the Issuer*) above.

6.3 Tap Issues

The Issuer may issue Additional Bonds if:

- (a) the aggregate amount of (i) the Outstanding Bonds prior to such Tap Issue and (ii) the requested amount under such Tap Issue does not exceed the Maximum Issue Amount;
- (b) the Issuer meets the Incurrence Test tested pro forma including the new Financial Indebtedness incurred as a result of issuing such Additional Bonds;
- (c) no Event of Default has occurred or would occur as a result of the making of such Tap Issue;
- (d) the Bond Trustee has received copies of the Issuer's articles of association and certificate of registration (No: "*Firmaattest*") or a written confirmation that the articles of association remain unchanged from documents earlier delivered to the Bond Trustee;
- (e) the Bond Trustee has received copies of all necessary corporate resolutions of the Issuer to issue the Additional Bonds and execute the Tap Issue addendum;
- (f) the representations and warranties contained in Clause 7 (*Representations and Warranties*) of these Bond Terms are true and correct in all material respects and are repeated by the Issuer; and
- (g) that such Tap Issue is in compliance with applicable laws and regulations as of the time of such Tap Issue; and
- (h) the Bond Trustee has received a Tap Issue Addendum duly executed by all parties thereto.

The Bond Trustee may (at its sole discretion and in each case) waive or postpone the delivery of certain conditions precedent.

7. REPRESENTATIONS AND WARRANTIES

The Issuer makes the representations and warranties set out in this Clause 7 (*Representations and warranties*), in respect of itself and in respect of each 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) at the date of these Bond Terms;
- (b) at the Issue Date;
- (c) on each date of disbursement of proceeds from the Escrow Account; and
- (d) at the date of issuance of any Additional Bonds;

7.1 Status

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

7.2 Power and authority

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

7.3 Valid, binding and enforceable obligations

These Bond Terms and each other Finance Document to which it is a party constitutes (or will constitute, when executed by the respective parties thereto) its legal, valid and binding obligations, enforceable in accordance with their respective terms, and (save as provided for therein) no further registration, filing, payment of tax or fees or other formalities are necessary or desirable to render the said documents enforceable against it.

7.4 Non-conflict with other obligations

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

7.5 No Event of Default

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

7.6 Authorizations and consents

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

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

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

7.7 Litigation

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

7.8 Financial Reports

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

7.9 No Material Adverse Effect

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

7.10 No misleading information

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

7.11 No withholdings

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

7.12 Pari passu ranking

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

7.13 Security

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

8. PAYMENTS IN RESPECT OF THE BONDS

8.1 Covenant to pay

- (a) The Issuer will unconditionally make available to or to the order of the Bond Trustee and/or the Paying Agent all amounts due on each Payment Date pursuant to the terms of these Bond Terms at such times and to such accounts as specified by the Bond Trustee and/or the Paying Agent in advance of each Payment Date or when other payments are due and payable pursuant to these Bond Terms.
- (b) All payments to the Bondholders in relation to the Bonds shall be made to each Bondholder registered as such in the CSD at the Relevant Record Date, by, if no specific order is made by the Bond Trustee, crediting the relevant amount to the bank account nominated by such Bondholder in connection with its securities account in the CSD.
- (c) Payment constituting good discharge of the Issuer's payment obligations to the Bondholders under these Bond Terms will be deemed to have been made to each

Bondholder once the amount has been credited to the bank holding the bank account nominated by the Bondholder in connection with its securities account in the CSD. If the paying bank and the receiving bank are the same, payment shall be deemed to have been made once the amount has been credited to the bank account nominated by the Bondholder in question.

- (d) If a Payment Date or a date for other payments to the Bondholders pursuant to the Finance Documents falls on a day on which either of the relevant CSD settlement system or the relevant currency settlement system for the Bonds are not open, the payment shall be made on the first following possible day on which both of the said systems are open, unless any provision to the contrary has been set out for such payment in the relevant Finance Document.

8.2 Default interest

- (a) Default interest will accrue on any Overdue Amount from and including the Payment Date on which it was first due to and excluding the date on which the payment is made at the Interest Rate plus 3 percentage points per annum.
- (b) Default interest accrued on any Overdue Amount pursuant to this Clause 8.2 (*Default interest*) will be added to the Overdue Amount on each Interest Payment Date until the Overdue Amount and default interest accrued thereon have been repaid in full.
- (c) Upon the occurrence of a Listing Failure Event and for as long as such Listing Failure Event is continuing, the interest on any principal amount outstanding under these Bonds Terms will accrue at the Interest Rate plus 2.0 percentage points per annum. In the event the Listing Failure Event relates to Temporary Bonds, the Interest Rate will only be increased in respect of such Temporary Bonds.

8.3 Partial Payments

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

- (ii) as a result of a resolution according to Clause 15 (*Bondholders' decisions*).

8.4 Taxation

- (a) Each Obligor is responsible for withholding any withholding tax imposed by applicable law on any payments to be made by it in relation to the Finance Documents.
- (b) The Issuer shall, if any tax is withheld in respect of the Bonds under the Finance Documents:
 - (i) gross up the amount of the payment due from it up to such amount which is necessary to ensure that the Bondholders or the Bond Trustee, as the case may be, receive a net amount which is (after making the required withholding) equal to the payment which would have been received if no withholding had been required; and
 - (ii) at the request of the Bond Trustee, deliver to the Bond Trustee evidence that the required tax deduction or withholding has been made.
- (c) Any public fees levied on the trade of Bonds in the secondary market shall be paid by the Bondholders, unless otherwise provided by law or regulation, and the Issuer shall not be responsible for reimbursing any such fees.

8.5 Currency

- (a) All amounts payable under the Finance Documents shall be payable in the denomination of the Bonds set out in Clause 2.1 (*Amount, denomination and ISIN of the Bonds*). If, however, the denomination differs from the currency of the bank account connected to the Bondholder's account in the CSD, any cash settlement may be exchanged and credited to this bank account.
- (b) Any specific payment instructions, including foreign exchange bank account details, to be connected to the Bondholder's account in the CSD must be provided by the relevant Bondholder to the Paying Agent (either directly or through its account manager in the CSD) within 5 Business Days prior to a Payment Date. Depending on any currency exchange settlement agreements between each Bondholder's bank and the Paying Agent, and opening hours of the receiving bank, cash settlement may be delayed, and payment shall be deemed to have been made once the cash settlement has taken place, provided, however, that no default interest or other penalty shall accrue for the account of the Issuer for such delay.

8.6 Set-off and counterclaims

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

9. INTEREST

9.1 Calculation of interest

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

- (b) Any Additional Bond will accrue interest at the Interest Rate on the Nominal Amount commencing on the first date of the Interest Period in which the Additional Bonds are issued and thereafter in accordance with Clause 9.1 (a) above.
- (c) Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by 360 (actual/360-days basis). The Interest Rate will be reset at each Interest Quotation Day by the Bond Trustee, who will notify the Issuer and the Paying Agent and, if the Bonds are listed, the Exchange, of the new Interest Rate and the actual number of calendar days for the next Interest Period.

9.2 Payment of interest

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

10. REDEMPTION AND REPURCHASE OF BONDS

10.1 Redemption of Bonds

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

10.2 Voluntary early redemption - Call Option

- (a) The Issuer may redeem all but not only some of the Outstanding Bonds (the “**Call Option**”) on any Business Day from and including:
 - (i) the Issue Date to, but not including, the First Call Date at a price equal to the Make Whole Amount;
 - (ii) the First Call Date to, but not including, the Interest Payment Date in September 2023 at a price equal to 102.84% per cent. of the Nominal Amount of the redeemed Bonds (the “**First Call Price**”);
 - (iii) the Interest Payment Date in September 2023 to, but not including, the Interest Payment Date in March 2024 at a price equal to 101.8933 per cent. of the Nominal Amount of the redeemed Bonds; and
 - (iv) the Interest Payment Date in March 2024 to, but not including, the Maturity Date at a price equal to 100.9467 per cent. of the Nominal Amount of the redeemed Bonds.
- (b) Any redemption of Bonds pursuant to Clause 10.2 (a) above shall be determined based upon the redemption prices applicable on the Call Option Repayment Date.
- (c) The Call Option may be exercised by the Issuer by written notice to the Bond Trustee at least 10 Business Days prior to the proposed Call Option Repayment Date. Such notice sent by the Issuer is irrevocable but may, at the Issuer's discretion, be subject to the satisfaction of one or more conditions precedent to be satisfied or waived no later than 3 Business Days prior to the Call Option Repayment Date. If such condition precedent has not been lifted within the said date, the call notice shall be null and void. The call notice

shall specify the Call Option Repayment Date. Unless the Make Whole Amount is set out in the written notice where the Issuer exercises the Call Option, the Issuer shall calculate the Make Whole Amount and provide such calculation by written notice to the Bond Trustee as soon as possible and at the latest within 3 Business Days from the date of the notice.

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

10.3 Mandatory repurchase due to a Put Option Event

- (a) Upon the occurrence of a Put Option Event, each Bondholder will have the right (the “**Put Option**”) to require that the Issuer purchases all or some of the Bonds held by that Bondholder at a price equal to 101.00 per cent. of the Nominal Amount.
- (b) The Put Option must be exercised within 15 Business Days after the Issuer has given notice to the Bond Trustee and the Bondholders that a Put Option Event has occurred pursuant to Clause 12.3 (*Put Option Event*). Once notified, the Bondholders’ right to exercise the Put Option is irrevocable.
- (c) Each Bondholder may exercise its Put Option by written notice to its account manager for the CSD, who will notify the Paying Agent of the exercise of the Put Option. The Put Option Repayment Date will be the 5th Business Day after the end of 15 Business Days exercise period referred to in paragraph (b) above. However, the settlement of the Put Option will be based on each Bondholders holding of Bonds at the Put Option Repayment Date.
- (d) If Bonds representing more than 90 per cent. of the Outstanding Bonds have been repurchased pursuant to this Clause 10.3 (*Mandatory repurchase due to a Put Option Event*), the Issuer is entitled to repurchase all the remaining Outstanding Bonds at the price stated in paragraph (a) above by notifying the remaining Bondholders of its intention to do so no later than 10 Business Days after the Put Option Repayment Date. Such notice sent by the Issuer is irrevocable and shall specify the Call Option Repayment Date.

10.4 Early redemption option due to a tax event

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

10.5 Mandatory early redemption due to a Mandatory Redemption Event

Upon a Mandatory Redemption Event, the Issuer shall, within 5 Business Days after the Mandatory Redemption Event, redeem all of the Outstanding Bonds at a price of 101.00 per

cent. of the Nominal Amount plus accrued interest, by inter alia applying the funds deposited on the Escrow Account for such redemption.

11. PURCHASE AND TRANSFER OF BONDS

11.1 Issuer's purchase of Bonds

The Issuer and the Group Companies may purchase and hold Bonds and such Bonds may be retained, or sold (but not discharged) in the Issuer's sole discretion, including with respect to Bonds purchased pursuant to Clause 10.3 (*Mandatory repurchase due to a Put Option Event*).

11.2 Restrictions

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

12. INFORMATION UNDERTAKINGS

12.1 Financial Reports

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

12.2 Requirements as to Financial Reports

- (a) The Issuer shall supply to the Bond Trustee, in connection with the publication of its Financial Reports pursuant to Clause 12.1 (*Financial Reports*), a Compliance Certificate with a copy of the Financial Reports attached thereto. The Compliance Certificate shall be duly signed by the chief executive officer or the chief financial officer of the Issuer, certifying inter alia that the Financial Reports are fairly representing its financial condition as at the date of those financial statements and setting out (in reasonable detail) computations evidencing compliance with Clause 13.19 (*Financial covenants*) as at such date. When relevant, the Compliance Certificate shall also contain:
 - (i) calculations and figures in respect of the Incurrence Test upon:

- (A) the incurrence of Financial Indebtedness as set out in paragraph (k) of the definition of "Permitted Financial Indebtedness";
 - (B) a Distribution as set out in paragraph (c) of the definition of "Permitted Distribution"; and
 - (C) any other testing and compliance with the Incurrence Test;
- (ii) the identity of any new Material Group Companies designated as such in accordance with Clause 13.10 (*Designation of Material Group Companies*); and
 - (iii) following the completion of a clean down in accordance with Clause 13.22 (*Revolving Credit Facilities*) such clean down shall be reported in the first subsequent Compliance Certificate after completion of the relevant clean down.
- (b) The Issuer shall procure that the Financial Reports delivered pursuant to Clause 12.1 (*Financial Reports*) are prepared using the Accounting Standard consistently applied.

12.3 Put Option Event

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

12.4 Listing Failure Event

The Issuer shall promptly inform the Bond Trustee in writing if a Listing Failure Event has occurred. However, no Event of Default shall occur if the Issuer fails (i) to list the Bonds in accordance with Clause 4 (*Admission to listing*) or (ii) to inform of such Listing Failure Event, only default interest in accordance with Clause 8.2(c)8.2 (*Default interest*) will accrue as long as such Listing Failure Event is continuing.

12.5 Information: Miscellaneous

The Issuer shall:

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

- (f) inform the Bond Trustee of changes in the registration of the Bonds in the CSD; and
- (g) within a reasonable time, provide such information about the Issuer's and the Group's business, assets and financial condition as the Bond Trustee may reasonably request.

13. GENERAL AND FINANCIAL UNDERTAKINGS

The Issuer undertakes to (and shall, where applicable, procure that the other Group Companies will) comply with the undertakings set forth in this Clause 13 (*General and financial Undertakings*).

13.1 Authorisations

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

13.2 Compliance with laws

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

13.3 Continuation of business

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

13.4 Corporate status

The Issuer shall not change its jurisdiction of incorporation.

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

if such merger, demerger, combination or reorganisation would have a Material Adverse Effect, and provided that in any merger or other business combination or corporate reorganisation involving the Issuer, the surviving entity shall be the Issuer.

13.6 Financial Indebtedness

The Issuer shall not, and shall ensure that no other Group Company will, incur or maintain any Financial Indebtedness, other than any Permitted Financial Indebtedness.

13.7 Negative pledge

The Issuer shall not, and shall ensure that no other Group Company will, create or allow to subsist, retain, provide, prolong or renew any Security over any of its/their assets (whether present or future), other than any Permitted Security.

13.8 Financial support

The Issuer shall not, and shall ensure that no other Group Company will, grant or allow to subsist, retain, provide, prolong or renew any loans or guarantees, or otherwise voluntarily assume any financial liability (whether actual or contingent), in respect of any obligation of any third party, in each case other than Permitted Financial Support.

13.9 Disposals

The Issuer shall not, and shall ensure that no other Group Company will, sell, transfer or otherwise dispose of all or substantially all of its assets (including shares or other securities in any person) or operations (other than to a Group Company) unless such sale, transfer or disposal is carried out on an arms' length basis and would not have a Material Adverse Effect.

13.10 Designation of Material Group Companies

(a) The Issuer shall:

- (i) once every year (simultaneously with the delivery to the Bond Trustee of its Annual Financial Statements);
- (ii) at the date of completion of any acquisition financed by new Financial Indebtedness incurred by the Issuer in accordance with paragraph (k) of the definition of "*Permitted Financial Indebtedness*"; and
- (iii) (if relevant) at the date of completion of any de-merger of any Material Group Company in accordance with Clause 13.5 (*Mergers and de-mergers*) above or acquisition of any new company that is to be considered a Material Group Company,

in each case, nominate as Material Group Companies:

- (A) each such Group Company which (on a consolidated basis in the case of a Group Company which itself has Subsidiaries) has a total EBITDA or Total Assets which represent more than 0.10x of the total EBITDA or Total Assets of the Group (excluding goodwill and intra-Group items) on a consolidated basis, based on the preceding four financial quarters; and
- (B) each such Group Companies as are necessary to ensure that the Issuer and the Material Group Companies (calculated on an unconsolidated basis and excluding all intra-Group items and investments in Subsidiaries of any Group Company) in aggregate account for at least 0.80x EBITDA and the Total Assets of the Group (calculated on a consolidated basis); and

- (iv) ensure that each such Material Group Company no later than 75 days after its nomination provides Transaction Security in accordance with the Agreed Security Principles and accedes to the Intercreditor Agreement.
- (b) The identity of the Material Group Companies nominated by the Issuer in accordance with this Clause 13.10 shall be listed in a Compliance Certificate to be provided to the Bond Trustee in connection with the relevant event requiring a nomination of Material Group Companies to be made in accordance with this Clause 13.10.

13.11 Distributions

The Issuer shall not and shall procure that no other Group Company shall make any Distributions to the Issuer's shareholders, other than any Permitted Distribution.

13.12 Preservation of assets

The Issuer shall, and shall procure that all Group Companies will, (i) maintain in good working order and condition (ordinary wear and tear excepted) all of its assets necessary or desirable in the conduct of its business, and (ii) uphold good title to or valid leases or licenses of or will otherwise remain entitled to use and permit other Group Companies to use all material assets necessary to conduct its business as presently conducted, in each case, to the extent that non-compliance with such obligation has, or is reasonably likely to have, a Material Adverse Effect.

13.13 Insurances

The Issuer shall, and shall procure that all Group Companies will, maintain insurances on or in relation to their businesses, material assets and their liabilities with underwriters and reputable insurance companies against such risks of the kinds customarily insured against by, and in amounts reasonably and commercially prudent for, companies carrying on similar businesses if failure to do so has, or is reasonably likely to have, a Material Adverse Effect.

13.14 Arm's length transactions

Without limiting Clause 13.15 (*Compliance with laws*) below, the Issuer shall not, and shall ensure that no other Group Company will, enter into any transaction with any Affiliate which is not a Guarantor except on arm's length basis.

13.15 Compliance with laws

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

13.16 Subsidiaries' distributions

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

13.17 Ownership Undertaking

The Issuer shall ensure that it is at all times the 100% direct owner of all shares and voting rights in Grøntvedt Group AS and ensure that Grøntvedt Group AS at all times holds the Group's ownership interest (directly or indirectly) in all of the other Group Companies.

13.18 Holding company

The Issuer shall (A) not own any shares of any Group Company other than Grøntvedt Group AS and (B) not trade, carry on any business or own any material assets, except for: (i) the provision of administrative services to other Group Companies of a type customarily provided by a holding company, (ii) ownership of shares in Grøntvedt Group AS, bank accounts, Cash and Cash Equivalents, and (iii) the granting of any Permitted Financial Support.

13.19 Financial covenants

The Issuer shall comply with the following:

- (a) **Interest Cover Ratio:** The Issuer shall maintain an Interest Cover Ratio of not less than 2.0x.
- (b) **Book Equity Ratio:** The Issuer shall maintain a Book Equity Ratio of minimum 35 per cent.
- (c) The Financial Covenants set out in paragraphs (a) and (b) above shall be calculated on a consolidated basis for the Group.
- (d) The Issuer undertakes to comply with the above Financial Covenants at each Quarter Date, such compliance to be measured on each Quarter Date and certified by the Issuer with each Compliance Certificate to the Bond Trustee.

13.20 Financial Covenants cure

(a) If the Issuer fails (or would otherwise fail) to comply with the Financial Covenants at any relevant Quarter Date (or any other date) and the Issuer receives or has received any Cure Amount during the period from the last Quarter Date up to the date of delivery to the Bond Trustee of the Compliance Certificate in respect of such period, then:

- (i) the Interest Cover Ratio shall be recalculated on the basis that the Cure Amount so received shall be deemed to increase the EBITDA; and
- (ii) the Book Equity Ratio shall be recalculated on the basis that the Cure Amount so received shall be deemed to increase the Book Equity,

for the Relevant Period to which the breach relates.

- (b) If, after the Interest Cover Ratio and the Book Equity Ratio is recalculated as set out above, the breach has been prevented or cured, the relevant Financial Covenants shall be deemed to have been satisfied on the relevant reporting date.
- (c) The Issuer shall be limited to a maximum of one (1) Financial Covenant cure of actual failures to satisfy the Financial Covenants during the term of the Bonds, and no consecutive Financial Covenant cures are permitted.

13.21 Incurrence Test

- (a) The Incurrence Test is met if no Event of Default is continuing or would result from the relevant transaction and in respect of any:
 - (i) New Debt, if the Leverage Ratio is not greater than 4.00x; and
 - (ii) Distribution, if the Leverage Ratio is not greater than 2.50x.
- (b) The calculation of the Leverage Ratio shall be made:
 - (i) as per a testing date determined by the Issuer, falling no earlier than one (1) month prior to the event relevant for application of the Incurrence Test;
 - (ii) by measuring the Total Net Interest Bearing Debt on the relevant testing date so determined, but take into account the New Debt in respect of which the Incurrence Test is applied. Any cash balance resulting from the incurrence of such new Financial Indebtedness shall not reduce the Total Net Interest Bearing Debt. In the event of a Distribution, the Total Net Interest Bearing Debt shall be calculated on a pro forma basis immediately after the making of the Distribution; and
 - (iii) by calculating EBITDA for the Relevant Period ending on the last day of the financial quarter immediately prior to the testing date (unless the testing date is a financial quarter end) shall be used for the Incurrence Test, but adjusted so that:
 - (A) entities, assets or operations acquired, disposed or discontinued of by the Group during the Relevant Period, or after the end of the Relevant Period but before the relevant testing date, shall be included or excluded (as applicable), pro forma, for the entire Relevant Period; and
 - (B) any entity to be acquired with the proceeds from New Debt in respect of which the Incurrence Test is applied shall be included, pro forma, for the entire Relevant Period,provided that the Issuer is entitled to transfer any New Debt to an escrow account (pledged and blocked) to be later released (without any conditions other than the Issuer delivering a written confirmation to the Bond Trustee that an Event of Default is not continuing or would not occur as a result of such release) for the application of an acquisition and where the funds deposited therein may be repaid to the lender of such New Debt (only) if the relevant acquisition is not completed within a longstop date not exceeding 3 months from the incurrence of such New Debt.
- (c) The Issuer shall deliver to the Bond Trustee evidence of compliance with the Incurrence Test to be certified by a Compliance Certificate, which shall include calculation and figures evidencing compliance with the Incurrence Test.

13.22 Revolving Credit Facilities

- (a) The Issuer shall annually from and including the third quarter of 2021 ensure that the aggregate amount of:

- (i) all drawn loans, any cash loan element of any ancillary facilities and any cash loans covered by a bank guarantee issued under any ancillary facility; less
- (ii) any Cash and Cash Equivalents held by Group Companies (which the Issuer controls directly or indirectly with more than 95%),

shall not exceed zero for a period of not less than three (3) consecutive Business Days (a “**Net Clean Down**”) (as confirmed in a Compliance Certificate). Not less than three (3) months shall elapse between two such periods and the first Net Clean Down shall occur no later than six (6) months after the Issue Date.

- (b) All amounts outstanding under the RCF Finance Documents shall be secured by the Transaction Security (other than the Escrow Account Pledge) to be shared between the Secured Parties in accordance with the terms of the Intercreditor Agreement (pursuant to which it shall have super senior status with respect to any Enforcement Proceeds).

14. EVENTS OF DEFAULT AND ACCELERATION OF THE BONDS

14.1 Events of Default

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

(a) *Non-payment*

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

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

(b) *Breach of other obligations*

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

(c) *Misrepresentation*

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

(d) *Cross default*

If for any Material Group Company:

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

provided however that:

- (A) paragraph (ii) to (iv) shall exclude any event where a creditor under any Financial Indebtedness becomes entitled to declare such Financial Indebtedness due and payable prior to its specified maturity solely as a result of breach of any financial maintenance covenants, but only up to such time as such breach under the finance documents of such Financial Indebtedness leads to accelerated payment of any amounts outstanding thereunder (cross acceleration) (or, assuming there are no amounts outstanding, the cancellation of any commitments under such Financial Indebtedness in full); and
- (B) the aggregate amount of such Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (i) to (iv) above exceeds a total of NOK 20,000,000 (or the equivalent thereof in any other currency) in aggregate for the Group.

(e) *Insolvency and insolvency proceedings*

Any Material Group Company:

- (i) is Insolvent; or
- (ii) is object of any corporate action or any legal proceedings is taken in relation to:
 - (A) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) other than a solvent liquidation or reorganization; or

- (B) a composition, compromise, assignment or arrangement with any creditor which may materially impair its ability to perform its obligations under these Bond Terms; or
- (C) the appointment of a liquidator (other than in respect of a solvent liquidation), receiver, administrative receiver, administrator, compulsory manager or other similar officer of any of its assets; or
- (D) enforcement of any Security over any of its or their assets having an aggregate value exceeding the threshold amount set out in Clause 14.1 (d) (*Cross default*) above; or
- (E) for (A) - (D) above, any analogous procedure or step is taken in any jurisdiction in respect of any such company,

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

(f) *Creditor's process*

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

(g) *Unlawfulness*

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

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

14.2 Acceleration of the Bonds

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

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

14.3 Bondholders' instructions

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

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

14.4 Calculation of claim

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

- (a) for any Event of Default arising out of a breach of Clause 14.1 (*Events of Default*) paragraph (a) (*Non-payment*), 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 (a) or (b) above takes place prior to the First Call Date, the calculation shall be based on the call price applicable on the First Call Date.

15. BONDHOLDERS' DECISIONS

15.1 Authority of the Bondholders' Meeting

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

- (f) Resolutions will be passed by simple majority of the Voting Bonds represented at the Bondholders' Meeting, unless otherwise set out in paragraph (g) below.
- (g) Save for any amendments or waivers which can be made without resolution pursuant to Clause 17.1 (*Procedure for amendments and waivers*) paragraph (a), section (i) and (ii), a majority of at least 2/3 of the Voting Bonds represented at the Bondholders' Meeting is required for approval of any waiver or amendment of these Bond Terms.

15.2 Procedure for arranging a Bondholders' Meeting

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

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

- (b) If the Bond Trustee has not convened a Bondholders' Meeting within 10 Business Days after having received a valid request for calling a Bondholders' Meeting pursuant to paragraph (a) above, then the requesting party may call the Bondholders' Meeting itself.
- (c) Summons to a Bondholders' Meeting must be sent no later than 10 Business Days prior to the proposed date of the Bondholders' Meeting. The Summons shall be sent to all Bondholders registered in the CSD at the time the Summons is sent from the CSD. If the Bonds are listed, the Issuer shall ensure that the Summons is published in accordance with the applicable regulations of the Exchange. The Summons shall also be published on the website of the Bond Trustee (alternatively by press release or other relevant information platform).
- (d) Any Summons for a Bondholders' Meeting must clearly state the agenda for the Bondholders' Meeting and the matters to be resolved. The Bond Trustee may include additional agenda items to those requested by the person calling for the Bondholders' Meeting in the Summons. If the Summons contains proposed amendments to these Bond Terms, a description of the proposed amendments must be set out in the Summons.
- (e) Items which have not been included in the Summons may not be put to a vote at the Bondholders' Meeting.
- (f) By written notice to the Issuer, the Bond Trustee may prohibit the Issuer from acquiring or dispose of Bonds during the period from the date of the Summons until the date of the Bondholders' Meeting, unless the acquisition of Bonds is made by the Issuer pursuant to Clause 10 (*Redemption and Repurchase of Bonds*).

- (g) A Bondholders' Meeting may be held on premises selected by the Bond Trustee, or if paragraph (b) above applies, by the person convening the Bondholders' Meeting (however to be held in the capital of the Relevant Jurisdiction). The Bondholders' Meeting will be opened and, unless otherwise decided by the Bondholders' Meeting, chaired by the Bond Trustee. If the Bond Trustee is not present, the Bondholders' Meeting will be opened by a Bondholder and be chaired by a representative elected by the Bondholders' Meeting (the Bond Trustee or such other representative, the "**Chairperson**").
- (h) Each Bondholder, the Bond Trustee and, if the Bonds are listed, representatives of the Exchange, or any person or persons acting under a power of attorney for a Bondholder, shall have the right to attend the Bondholders' Meeting (each a "**Representative**"). The Chairperson may grant access to the meeting to other persons not being Representatives, unless the Bondholders' Meeting decides otherwise. In addition, each Representative has the right to be accompanied by an advisor. In case of dispute or doubt with regard to whether a person is a Representative or entitled to vote, the Chairperson will decide who may attend the Bondholders' Meeting and exercise voting rights.
- (i) Representatives of the Issuer have the right to attend the Bondholders' Meeting. The Bondholders Meeting may resolve to exclude the Issuer's representatives and/or any person holding only Issuer's Bonds (or any representative of such person) from participating in the meeting at certain times, however, the Issuer's representative and any such other person shall have the right to be present during the voting.
- (j) Minutes of the Bondholders' Meeting must be recorded by, or by someone acting at the instruction of, the Chairperson. The minutes must state the number of Voting Bonds represented at the Bondholders' Meeting, the resolutions passed at the meeting, and the results of the vote on the matters to be decided at the Bondholders' Meeting. The minutes shall be signed by the Chairperson and at least one other person. The minutes will be deposited with the Bond Trustee who shall make available a copy to the Bondholders and the Issuer upon request.
- (k) The Bond Trustee will ensure that the Issuer, the Bondholders and the Exchange are notified of resolutions passed at the Bondholders' Meeting and that the resolutions are published on the website of the Bond Trustee (or other relevant electronically platform or press release).
- (l) The Issuer shall bear the costs and expenses incurred in connection with convening a Bondholders' Meeting regardless of who has convened the Bondholders' Meeting, including any reasonable costs and fees incurred by the Bond Trustee.

15.3 Voting rules

- (a) Each Bondholder (or person acting for a Bondholder under a power of attorney) may cast one vote for each Voting Bond owned on the Relevant Record Date, ref. Clause 3.3 (*Bondholders' rights*). The Chairperson may, in its sole discretion, decide on accepted evidence of ownership of Voting Bonds.

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

15.4 Repeated Bondholders' Meeting

- (a) Even if the necessary quorum set out in paragraph (e) of Clause 15.1 (*Authority of the Bondholders' Meeting*) is not achieved, the Bondholders' Meeting shall be held and voting completed for the purpose of recording the voting results in the minutes of the Bondholders' Meeting. The Bond Trustee or the person who convened the initial Bondholders' Meeting may, within 10 Business Days of that Bondholders' Meeting, convene a repeated meeting with the same agenda as the first meeting.
- (b) The provisions and procedures regarding Bondholders' Meetings as set out in Clause 15.1 (*Authority of the Bondholders' Meeting*), Clause 15.2 (*Procedure for arranging a Bondholders' Meeting*) and Clause 15.3 (*Voting rules*) shall apply *mutatis mutandis* to a repeated Bondholders' Meeting, with the exception that the quorum requirements set out in paragraph (e) of Clause 15.1 (*Authority of the Bondholders' Meeting*) shall not apply to a repeated Bondholders' Meeting. A Summons for a repeated Bondholders' Meeting shall also contain the voting results obtained in the initial Bondholders' Meeting.
- (c) A repeated Bondholders' Meeting may only be convened once for each original Bondholders' Meeting. A repeated Bondholders' Meeting may be convened pursuant to the procedures of a Written Resolution in accordance with Clause 15.5 (*Written Resolutions*), even if the initial meeting was held pursuant to the procedures of a Bondholders' Meeting in accordance with Clause 15.2 (*Procedure for arranging a Bondholders' Meeting*) and vice versa.

15.5 Written Resolutions

- (a) Subject to these Bond Terms, anything which may be resolved by the Bondholders in a Bondholders' Meeting pursuant to Clause 15.1 (*Authority of the Bondholders' Meeting*) may also be resolved by way of a Written Resolution. A Written Resolution passed with the relevant majority is as valid as if it had been passed by the Bondholders in a Bondholders' Meeting, and any reference in any Finance Document to a Bondholders' Meeting shall be construed accordingly.

- (b) The person requesting a Bondholders' Meeting may instead request that the relevant matters are to be resolved by Written Resolution only, unless the Bond Trustee decides otherwise.
- (c) The Summons for the Written Resolution shall be sent to the Bondholders registered in the CSD at the time the Summons is sent from the CSD and published at the Bond Trustee's web site, or other relevant electronic platform or via press release.
- (d) The provisions set out in Clause 15.1 (*Authority of the Bondholders' Meeting*), 15.2 (*Procedure for arranging a Bondholders' Meeting*), Clause 15.3 (*Voting Rules*) and Clause 15.4 (*Repeated Bondholders' Meeting*) shall apply *mutatis mutandis* to a Written Resolution, except that:
 - (i) the provisions set out in paragraphs (g), (h) and (i) of Clause 15.2 (*Procedure for arranging Bondholders Meetings*); or
 - (ii) provisions which are otherwise in conflict with the requirements of this Clause 15.5 (*Written Resolution*),shall not apply to a Written Resolution.
- (e) The Summons for a Written Resolution shall include:
 - (i) instructions as to how to vote to each separate item in the Summons (including instructions as to how voting can be done electronically if relevant); and
 - (ii) the time limit within which the Bond Trustee must have received all votes necessary in order for the Written Resolution to be passed with the requisite majority (the "**Voting Period**"), which shall be at least 10 Business Days but not more than 15 Business Days from the date of the Summons.
- (f) Only Bondholders of Voting Bonds registered with the CSD on the Relevant Record Date, or the beneficial owner thereof having presented relevant evidence to the Bond Trustee pursuant to Clause 3.3 (*Bondholders' rights*), will be counted in the Written Resolution.
- (g) A Written Resolution is passed when the requisite majority set out in paragraph (e) or paragraph (f) of Clause 15.1 (*Authority of Bondholders' Meeting*) has been obtained, based on a quorum of the total number of Voting Bonds, even if the Voting Period has not yet expired. A Written Resolution will also be resolved if the sufficient numbers of negative votes are received prior to the expiry of the Voting Period.
- (h) The effective date of a Written Resolution passed prior to the expiry of the Voting Period is the date when the resolution is approved by the last Bondholder that results in the necessary voting majority being obtained.
- (i) If no resolution is passed prior to the expiry of the Voting Period, the number of votes shall be calculated at the 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 paragraphs (e) to (g) of Clause 15.1(*Authority of Bondholders' Meeting*).

16. THE BOND TRUSTEE

16.1 Power to represent the Bondholders

- (a) The Bond Trustee has power and authority to act on behalf of, and/or represent, the Bondholders in all matters, including but not limited to taking any legal or other action, including enforcement of these Bond Terms, and the commencement of bankruptcy or other insolvency proceedings against the Issuer, or others.
- (b) The Issuer shall promptly upon request provide the Bond Trustee with any such documents, information and other assistance (in form and substance satisfactory to the Bond Trustee), that the Bond Trustee deems necessary for the purpose of exercising its and the Bondholders' rights and/or carrying out its duties under the Finance Documents.

16.2 The duties and authority of the Bond Trustee

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

- (g) Notwithstanding any other provision of the Finance Documents to the contrary, the Bond Trustee is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- (h) If the cost, loss or liability which the Bond Trustee may incur (including reasonable fees payable to the Bond Trustee itself) in:
 - (i) complying with instructions of the Bondholders; or
 - (ii) taking any action at its own initiative,

will not, in the reasonable opinion of the Bond Trustee, be covered by the Issuer or the relevant Bondholders pursuant to paragraphs (e) and (g) of Clause 16.4 (*Expenses, liability and indemnity*), the Bond Trustee may refrain from acting in accordance with such instructions, or refrain from taking such action, until it has received such funding or indemnities (or adequate security has been provided therefore) as it may reasonably require.

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

16.3 Equality and conflicts of interest

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

16.4 Expenses, liability and indemnity

- (a) The Bond Trustee will not be liable to the Bondholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Bond Trustee shall not be responsible for any indirect or consequential loss. Irrespective of the foregoing, the Bond Trustee shall have no liability to the Bondholders for damage caused by the Bond Trustee acting in accordance with instructions given by the Bondholders in accordance with these Bond Terms.
- (b) The Bond Trustee will not be liable to the Issuer for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless caused

by its gross negligence or wilful misconduct. The Bond Trustee shall not be responsible for any indirect or consequential loss.

- (c) Any liability for the Bond Trustee for damage or loss is limited to the amount of the Outstanding Bonds. The Bond Trustee is not liable for the content of information provided to the Bondholders by or on behalf of the Issuer or any other person.
- (d) The Bond Trustee shall not be considered to have acted negligently in:
 - (i) acting in accordance with advice from or opinions of reputable external experts; or
 - (ii) taking, delaying or omitting any action if acting with reasonable care and provided the Bond Trustee considers that such action is in the interests of the Bondholders.
- (e) The Issuer is liable for, and will indemnify the Bond Trustee fully in respect of, all losses, expenses and liabilities incurred by the Bond Trustee as a result of negligence by the Issuer (including its directors, management, officers, employees and agents) in connection with the performance of the Bond Trustee's obligations under the Finance Documents, including losses incurred by the Bond Trustee as a result of the Bond Trustee's actions based on misrepresentations made by the Issuer in connection with the issuance of the Bonds, the entering into or performance under the Finance Documents, and for as long as any amounts are outstanding under or pursuant to the Finance Documents.
- (f) The Issuer shall cover all costs and expenses incurred by the Bond Trustee in connection with it fulfilling its obligations under the Finance Documents. The Bond Trustee is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents. The Bond Trustee's obligations under the Finance Documents are conditioned upon the due payment of such fees and indemnifications. The fees of the Bond Trustee will be further set out in the Bond Trustee Fee Agreement.
- (g) The Issuer shall on demand by the Bond Trustee pay all costs incurred for external experts engaged after the occurrence of an Event of Default, or for the purpose of investigating or considering (i) an event or circumstance which the Bond Trustee reasonably believes is or may lead to an Event of Default or (ii) a matter relating to the Issuer or any of the Finance Documents which the Bond Trustee reasonably believes may constitute or lead to a breach of any of the Finance Documents or otherwise be detrimental to the interests of the Bondholders under the Finance Documents.
- (h) Fees, costs and expenses payable to the Bond Trustee which are not reimbursed in any other way due to an Event of Default, the Issuer being Insolvent or similar circumstances pertaining to any Obligors, may be covered by making an equal reduction in the proceeds to the Bondholders hereunder of any costs and expenses incurred by the Bond Trustee or the Security Agent in connection therewith. The Bond Trustee may withhold funds from any escrow account (or similar arrangement) or from other funds received from the Issuer or any other person, irrespective of such funds being subject to Transaction Security, and to set-off and cover any such costs and expenses from those funds.

- (i) As a condition to effecting any instruction from the Bondholders (including, but not limited to, instructions set out in Clause 14.3 (*Bondholders' instructions*) or Clause 15.2 (*Procedure for arranging a Bondholders' Meeting*)), the Bond Trustee may require satisfactory Security, guarantees and/or indemnities for any possible liability and anticipated costs and expenses from those Bondholders who have given that instruction and/or who voted in favour of the decision to instruct the Bond Trustee.

16.5 Replacement of the Bond Trustee

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

16.6 Security Agent

- (a) The Bond Trustee is appointed to act as Security Agent for the Bonds, unless any other person is appointed. The main functions of the Security Agent may include holding Transaction Security on behalf of the Secured Parties and monitoring compliance by the Issuer and other relevant parties of their respective obligations under the Transaction Security Documents with respect to the Transaction Security on the basis of information made available to it pursuant to the Finance Documents.
- (b) The Bond Trustee shall, when acting as Security Agent for the Bonds, at all times maintain and keep all certificates and other documents received by it, that are bearers of right relating to the Transaction Security in safe custody on behalf of the Bondholders.

The Bond Trustee shall not be responsible for or required to insure against any loss incurred in connection with such safe custody.

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

17. AMENDMENTS AND WAIVERS

17.1 Procedure for amendments and waivers

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

17.2 Authority with respect to documentation

If the Bondholders have resolved the substance of an amendment to any Finance Document, without resolving on the specific or final form of such amendment, the Bond Trustee shall be considered authorised to draft, approve and/or finalise (as applicable) any required

documentation or any outstanding matters in such documentation without any further approvals or involvement from the Bondholders being required.

17.3 Notification of amendments or waivers

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

18. MISCELLANEOUS

18.1 Limitation of claims

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

18.2 Access to information

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

18.3 Notices, contact information

Written notices to the Bondholders made by the Bond Trustee will be sent to the Bondholders via the CSD with a copy to the Issuer and the Exchange (if the Bonds are listed). Any such notice or communication will be deemed to be given or made via the CSD, when sent from the CSD.

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

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

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

18.4 Defeasance

- (a) Subject to paragraph (b) below and provided that:
 - (i) an amount sufficient for the payment of principal and interest on the Outstanding Bonds to the relevant Repayment Date (including, to the extent applicable, any premium payable upon exercise of a Call Option), and always subject to paragraph (c) below (the “**Defeasance Amount**”) is credited by the Issuer to an account in a financial institution acceptable to the Bond Trustee (the “**Defeasance Account**”);
 - (ii) the Defeasance Account is irrevocably pledged and blocked in favour of the Bond Trustee on such terms as the Bond Trustee shall request (the “**Defeasance Pledge**”); and

- (iii) the Bond Trustee has received such legal opinions and statements reasonably required by it, including (but not necessarily limited to) with respect to the validity and enforceability of the Defeasance Pledge,

then;

- (A) the Issuer will be relieved from its obligations under paragraph (a) of Clause 12.2 (*Requirements as to Financial Reports*), Clause 12.3 (*Put Option Event*), Clause 12.5 (*Information: Miscellaneous*) and Clause 13 (*General and financial undertakings*);
 - (B) any Transaction Security shall be released and the Defeasance Pledge shall be considered replacement of the Transaction Security; and
 - (C) any Obligor shall be released from any Guarantee or other obligation applicable to it under any Finance Document.
- (b) The Bond Trustee shall be authorised to apply any amount credited to the Defeasance Account towards any amount payable by the Issuer under any Finance Document on the due date for the relevant payment until all obligations of the Issuer and all amounts outstanding under the Finance Documents are repaid and discharged in full.
 - (c) The Bond Trustee may, if the Defeasance Amount cannot be finally and conclusively determined, decide the amount to be deposited to the Defeasance Account in its discretion, applying such buffer amount as it deems necessary.

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

19. GOVERNING LAW AND JURISDICTION

19.1 Governing law

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

19.2 Main jurisdiction

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

19.3 Alternative jurisdiction

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

- (a) to commence proceedings against the Issuer or any other Obligor or any of their respective assets in any court in any jurisdiction; and

- (b) to commence such proceedings, including enforcement proceedings, in any competent jurisdiction concurrently.

-----000-----

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

SIGNATURES:

<p>The Issuer:</p> <p>GRØNTVEDT AS</p> <p>DocuSigned by: <i>Runar Aakvik</i> B764230766F240C.....</p> <p>By: Runar Aakvik</p> <p>Position: Authorised signatory</p>	<p>As Bond Trustee and Security Agent:</p> <p>NORDIC TRUSTEE AS</p> <p>DocuSigned by: <i>Vivian Trøsch</i> 2CDF1A62D9D9456.....</p> <p>By: Vivian Trøsch</p> <p>Position: Authorised signatory</p>
--	---

**ATTACHMENT 1
COMPLIANCE CERTIFICATE**

[date]

Grøntvedt AS FRN senior secured bonds 2021/2024 ISIN NO0011094658

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

[This letter constitutes the Compliance Certificate for the period [●]].

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

[With reference to Clause 12.2 (*Requirements as to Financial Reports*) we hereby certify that all information delivered under cover of this Compliance Certificate is true and accurate. Copies of our latest consolidated [and unconsolidated] [Annual Financial Statements] / [Interim Accounts] are enclosed.]

[The financial covenants set out in Clause 13.19 (*Financial covenants*) are met, please see the calculations and figures in respect of the ratios attached hereto.]

[With reference to Clause 13.10 (*Designation of Material Group Companies*), we hereby nominate the following Material Group Companies: [●].]

[With reference to Clause 13.21 (*Incurrence Test*), we hereby confirm compliance with the Incurrence Test, please see the calculations, computations and figures in respect of the Leverage Ratio attached hereto.]

[With reference to Clause 13.22 (*Revolving Credit Facilities*), we hereby confirm that a clean down was completed on [date].]

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

Yours faithfully,

Grøntvedt AS

Name of authorised person

Enclosure: Annual Financial Statements / Interim Accounts; [and copy of any calculations and figures in respect of the Incurrence Test]; [and any other written documentation].

ATTACHMENT 2
RELEASE NOTICE – ESCROW ACCOUNT

[date]

Dear Sirs,

Grøntvedt AS FRN senior secured bonds 2021/2024 ISIN NO0011094658

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

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

We hereby give you notice that we on [date] wish to draw an amount of [currency and amount] from the Escrow Account applied pursuant to [*relevant paragraph reference of Clause 2.3*] of Clause 2.3 (*Use of proceeds*) in the Bond Terms, and request you to instruct the bank to release the above mentioned amount.

[The Incurrence Test set out in Clause 13.21 (*Incurrence Test*) is met, see the calculations, computations and figures in respect of the Leverage Ratio attached hereto.]

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

Yours faithfully,

Grøntvedt AS

Name of authorized person

Enclosure: [copy of any written documentation evidencing the use of funds] [and copy of any calculations and figures in respect of the Incurrence Test]

ATTACHMENT 3
AGREED SECURITY PRINCIPLES

- (a) Security will be granted by a Group Company, over such types of assets or asset classes as set out under the Transaction Security or to the extent required to grant security over any shares (ownership interests) in any company becoming a Material Group Company.
- (b) General statutory and customary limitations (e.g. financial assistance, corporate benefit and retention of title claims) may limit the ability of a Group Company to provide security or guarantee without inclusion of provisions limiting the responsibility for granting full legal valid and perfected security or guarantee or require that such security or guarantee is limited by an amount or otherwise.
- (c) The security and extent of its perfection and scope shall take into account the cost, work and time of providing security which (in the Security Agent's sole discretion) must be proportionate to the benefit accruing to the Secured Parties.
- (d) Group Companies will not be required to give guarantees or enter into security documents if it would:
 - (i) result in any breach of corporate benefit, financial assistance, fraudulent preference or thin capitalization laws or regulations (or analogous restrictions) of any applicable jurisdiction;
 - (ii) result in a significant risk to the officers of the relevant Group Company of contravention of their fiduciary duties and/or of civil or criminal liability,unless such guarantees or security documents are accompanied by relevant provisions (limitation language) limiting the potential liability for the relevant Group Company, its management, officers or other employees.
- (e) Security over monetary claims under insurance contracts shall exclude liability insurances and other third-party insurance.
- (f) Security over bank accounts shall exclude (i) accounts in cash pool arrangement which are not, under the terms for those arrangements, bank accounts, (ii) tax deduction accounts (*skattetrekkskonti*), escrow or cash collateral accounts constituting Permitted Security and (iii) such accounts which, under the policies of the account bank, cannot or shall not be subject to third party security.
- (g) Any assets subject to pre-existing third party arrangements which are permitted by the Finance Documents, RCF Finance Documents or any other contractual restrictions on assignments or absence of necessary regulations, registrations or similar, and which prevent those assets from being charged if so required by paragraph (a) above, will be excluded from any relevant security document but the relevant Material Group Company must use its reasonable endeavors to obtain consent to charging any such assets if the relevant asset is material.

- (h) Security documents shall operate to create security rather than to impose any new commercial obligations or restrictions on use of the assets in the relevant Group Company's ordinary course of business prior to an event of default (i.e. blocking, transfer of title or similar) and shall, accordingly, not contain additional or duplicate representations or undertakings to those contained in the Finance Documents or RCF Finance Documents unless required for the creation, perfection, effectiveness or preservation of the security.
- (i) Notwithstanding paragraph (a) above, guarantees and security will not be required from or over the assets of any joint venture or similar arrangement or any company in which a Group Company holds a minority interest.
- (j) Perfection of security will not be required if it would materially and adversely affect the ability of the relevant Group Company to conduct its operations or business in the ordinary course.
- (k) Security will not be enforceable until an event of default has occurred and is continuing and an acceleration notice has been served to the relevant debtors.
- (l) The Security Agent shall only be able to:
 - (i) exercise any powers of attorney (including, but not limited to, in respect of voting rights appertaining to any shares) granted under any security document or have the right to receive any dividends if an event of default has occurred and is continuing and, unless (in the sole opinion of the Security Agent) it could have an adverse effect on the interest of the Secured Parties, the Security Agent has given notice of its intention to exercise such powers of attorney, voting rights or dividend rights (as applicable), upon which such rights may no longer be exercised by the relevant pledgor; and
 - (ii) exercise any powers of attorney granted under any security document in relation to actions for perfecting and maintaining security if and when the relevant Obligor has failed to comply with a further assurance or perfection obligation within 5 Business Days of receiving prior notice of it.

**ATTACHMENT 4
EXISTING DEBT**

Debtor	Creditor	Type	Amount in NOK³
Grøntvedt Pelagic AS	Handelsbanken	Trade credit	330,504,826
Grøntvedt Pelagic AS	Innovasjon Norge	Long-term loan	734,674
Grøntvedt Pelagic AS	Nordea Finans Norge	Car financing	608,311
Grøntvedt Pelagic AS	Kastor Invest Nye AS	Shareholder loan	46,843,106
Grøntvedt Nutri AS	Handelsbanken	Long-term loan	22,262,162
Grøntvedt Nutri AS	Innovasjon Norge	Long-term loan	24,000,000
Grøntvedt Nutri AS	Kastor Invest Nye AS	Shareholder loan	18,166,686
Klädesholmen Seafood AB	Svenska Enskilda Banken	Trade credit	15,003,040
Klädesholmen Seafood AB	Svenska Enskilda Banken	Long-term loan	26,211,752
Klädesholmen Seafood AB	Nordea Bank	Long-term loan	3,239,558
Grøntvedt Eiendom AS	Bjugn Sparebank	Property financing	8,159,851
Grøntvedt Eiendom AS	Kastor Invest Nye AS	Shareholder loan	4,582,922
Flexbase AS	Ørland Sparebank	Trade credit	303,362
Flexbase AS	Ørland Sparebank	Long-term loan	3,853,368
			504,473,618

³ Amount as per 31.7.21 using SEK/NOK exchange rate of 102.52.

ANNEX 2 – AMENDMENT AGREEMENT TO THE BOND TERMS

AMENDMENT AGREEMENT

TO

BOND TERMS

FOR

**Grøntvedt AS FRN senior secured NOK 900,000,000 bonds 2021/2024
ISIN NO0011094658**

This agreement (the “ AMENDMENT AGREEMENT ”) to the between	
ISSUER:	Grøntvedt AS, a company existing under the laws of Norway with registration number 927 033 836 and LEI-code 254900SA8B6J0ENKQG90 and
BOND TRUSTEE:	Nordic Trustee AS, a company existing under the laws of Norway with registration number 963 342 624 and LEI-code 549300XAKTM2BMKIPT85.
DATED:	12 July 2023

BACKGROUND

- A. By way of a Written Resolution passed on 12 July 2023 the Bondholders adopted a resolution to amend the Bond Terms originally entered into on 21 September 2021 for ISIN NO0011094658 (the “**Resolution**”).
- B. Pursuant to the Resolution, the Bond Trustee is authorized to, inter alia, prepare, negotiate, finalize, enter into and deliver this Amendment Agreement.
- C. This Amendment Agreement has been prepared to document the amendments to the Bond Terms reflected in the Resolution.

1. DEFINITIONS

Unless the contrary intention appears in this Amendment Agreement, terms defined in the Bond Terms have, unless expressly defined herein or otherwise required by the context, the same meaning in this Amendment Agreement.

2. EFFECTIVE DATE

This Amendment Agreement will take effect on the date (the “**Effective Date**”) on which the Bond Trustee notifies the Issuer that it has received (or, in its sole discretion, waived receipt of) each of the documents set out in Attachment 1 (*Conditions Precedent*), in form and substance satisfactory to the Bond Trustee.

3. AMENDMENTS TO THE BOND TERMS

With effect from the Effective Date, the Bond Terms will be amended as follows:

- 3.1 Clause 12.2 (*Requirements as to Financial Reports*) shall be amended by way of including a new sub-section (c), which shall read as follows:

“Notwithstanding anything to the contrary under these Bond Terms, any calculations to be made in respect of the Financial Covenants (including by reference to the Accounting Standard, any financial term and any Financial Report), shall be adjusted so that the sale and lease back arrangement for the properties Tjörn Rönnäng 1:567, Tjörn Aröd 1:141 and Tjörn Aröd 1:257 for the Klädesholmen facility and the properties Havneveien 1 and 3 (land no. 174, title no. 282, 327, 328, 331, 355 and 356, and land no. 167 and title no. 273 in the Ørland municipality) for the Uthaug facility shall be treated as ordinary completed (true) sale and lease back arrangements (and not a failed sale for accounting purposes). The aforementioned adjustment shall apply in the period up

to and including the delivery of the Interim Accounts for the quarterly period ending on 31 December 2023.”

4. MISCELLANEOUS

This Amendment Agreement is a Finance Document and after the date hereof all references to the Bond Terms in the other Finance Documents shall be construed as references to the Bond Terms as amended by this Amendment Agreement.

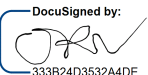

5. GOVERNING LAW

This Amendment Agreement is governed by Norwegian law, without regard to its conflict of law provisions. The provisions of paragraphs 19.2 and 19.3 of Clause 19 (*Governing Law and Jurisdiction*) of the Bonds Terms shall apply as if set out in full herein.

-----000-----

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

SIGNATURES:

<p>The Issuer: Grøntvedt AS</p> <p>DocuSigned by:  <small>343B24D3532A4DF.....</small></p> <p>By: Ole Ronny Vekseth Position: Attorney-in-fact</p>	<p>As Bond Trustee and Security Agent: Nordic Trustee AS</p> <p>DocuSigned by:  <small>F190005DF2894E6.....</small></p> <p>By: Fredrik Lundberg Position: Authorised signatory</p>
---	--

Attachement 1

CONDITIONS PRECEDENT

- (i) this Amendment Agreement duly executed by all parties hereto;
- (ii) certified copies of all necessary corporate resolutions of the Issuer execute this Amendment Agreement and the Finance Documents to which it is a party;
- (iii) a certified copy of a power of attorney (unless included in the corporate resolutions) from the Issuer to relevant individuals for their execution of this Amendment Agreement and the Finance Documents to which it is a party, or extracts from the relevant register or similar documentation evidencing such individuals' authorisation to execute this Addendum on behalf of the Issuer; and
- (iv) certified copies of a full extract from the relevant company register in respect of the Issuer evidencing that the Issuer is validly existing and of its articles of association.