

Banking Guide for business customers

This Banking Guide is an English translation of the original Danish text. In the event of discrepancies between the original Danish text and the English translation, the Danish text shall prevail.

1. Introduction

The provisions of this Banking Guide are an integral part of the overall agreement between business customers and Nykredit Bank A/S ("the Bank"). The terms and conditions of this Banking Guide apply to loans and credit facilities provided by the Bank to business customers. They also apply to guarantees and other types of security provided by the customer or a third party to the Bank. Loans and credit facilities are also subject to the Bank's General business terms for business customers.

The Bank may change material terms of the Banking Guide by giving one month's notice. The Bank will provide written notice of such changes.

Disbursement of loans and utilisation of credit facilities may be subject to separate terms and conditions set out in the loan or credit agreement with the Bank.

2. Terms and conditions for loans and credit facilities

For loans and credit facilities secured by a guarantee or legal charge, section 3 (Terms and conditions for security) applies in addition to the terms of this section.

Special terms apply to construction loans, see section 4 (Terms and conditions for construction loans).

2.1. Customer's duty of disclosure

The customer should always as quickly as possible inform the Bank of any circumstances that may affect the customer's ability to fulfil a loan or

credit agreement or that may materially adversely affect the customer's business (eg circumstances relating to market position, earnings or legal proceedings).

The customer must, at its own expense and on its own initiative, submit its financial statements/annual report to the Bank, including any appendices, within six months of the end of each financial year. At the request of the Bank, the customer must, at its own expense, submit internal accounting records, such as internal financial statements, tax accounts or long-form audit reports as well as any interim financial statements and budgets.

If the customer is a sole proprietorship or another type of enterprise where one or more owners/partners are personally liable, the customer must also provide the Bank with information on each owner's/partner's financial circumstances, for instance tax return, income statement and/or tax assessment notice, or ensure that the owners/partners submit such information to the Bank. Unless otherwise agreed, the documents must be submitted to the Bank within two weeks of completion.

The Bank may charge a fee if the customer fails to submit its financial statements/annual report, including any appendices, to the Bank in a timely manner, or if the Bank does not receive information on the financial circumstances of owners/partners who are personally liable in a timely manner.

The Bank may ask the customer to prepare and submit consolidated financial

statements, even if the customer is not obliged to prepare consolidated financial statements under the Danish Financial Statements Act. The consolidated financial statements must comprise the ultimate Danish company as parent and its direct and indirect subsidiaries and must contain balance sheets as well as statements of revenue and cash flows consistent with the current practice as set out in the Danish Financial Statements Act. The Bank may charge a fee if the customer fails to submit the consolidated financial statements upon request.

Where a loan or credit facility is secured by one or more guarantees, the Bank may demand submission of such financial documents as will, in the Bank's opinion, provide adequate insight into the financial circumstances of the guarantor(s).

At the request of the Bank, an annual meeting will be held between the customer and the Bank to discuss the customer's facilities with the Bank.

2.2. Loan prepayment

Loans carrying a floating day-to-day interest rate may be prepaid in full or in part at any time, at a price of 100 and against payment of a separate prepayment fee, subject to two weeks' notice.

Floating-rate loans with a fixed interest period may be prepaid in full or in part as at an interest payment date at any time, at a price of 100 and against payment of a separate prepayment fee, subject to two weeks' notice. Also,

floating-rate loans with a fixed interest period and fixed-rate loans may be prepaid at any time, against payment of an amount equal to the market value of outstanding loan payments at the time of prepayment and a separate prepayment fee, subject to two weeks' notice.

In connection with prepayment, interest is always payable for the period from the last interest payment date until the date of prepayment. Where a loan is prepaid as at an interest payment date or during an interest period, interest will be determined as interest added or interest accrued, but not added, respectively.

Relative to a pro-forma statement of loans carrying a floating day-to-day interest rate, the final interest amount may be adjusted in connection with prepayment. The Bank's zero-coupon rates at the time of prepayment will be applied to determine the market value. The Bank's zero-coupon rates will be calculated based on the Bank's swap rates obtainable through a fixed interest in an interest rate swap in the relevant loan currency.

In connection with prepayment of a loan at unchanged interest rate levels, the customer should expect to incur costs (or a spread that will be added to the market value) for which the customer is liable, as the deposit rate obtained by the Bank will often differ from the interest rate originally fixed and the Bank's interest margin for the remaining fixed-rate period.

If, in the Bank's opinion, swap rates no longer reflect the relevant market for calculating zero-coupon rates at the time of prepayment, the Bank is entitled to apply an alternative basis of calculation.

The Bank is entitled to charge prepayment calculation fees for prepayments that are not effected.

2.3. Breach

The Bank may terminate the loan or credit facility without notice and demand immediate repayment of the entire debt outstanding if the customer:

- a) is subjected to legal action by way of execution, attachment or possession;
- b) dies, enters into solvent liquidation, is subjected to reconstruction proceedings, is adjudicated bankrupt, requests debt restructuring/composition or commences negotiations to compound with its creditors;
- c) fails to make any repayment or interest, fee, commission or principal payment when due or, in a similar way, defaults on its obligations to the Bank and/or other companies of the Nykredit Group;
- d) provides incorrect or misleading information or withholds information material to the customer's relationship with the Bank; or
- e) Otherwise fails to meet one or more provisions or obligations set out in its agreement with the Bank or terms and conditions applicable to the agreement.

In general, the Bank may terminate the loan or credit facility without notice and demand immediate repayment of the entire debt outstanding if the customer, without prior approval from the Bank:

- f) takes up permanent residence outside Denmark or transfers its most important activities abroad;
- g) creates legal charges or other security interests over any of its assets in respect of existing or future obligations, except for charges over new assets needed to secure the financing thereof;
- h) is subject to changes to its controlling interest or any other indirect or direct change of ownership that

is, in the opinion of the Bank, material to the facility;

- i) distributes dividend in an amount that has, in the opinion of the Bank, a significant impact on the facility;
- j) acquires own shares that have, both in terms of voting rights and capital, in the opinion of the Bank, a significant impact on the facility;
- k) reduces its capital base;
- l) undergoes a merger or demerger (regardless of type); or
- m) Directly or indirectly provides funds, including loans or security, for the purpose of funding direct or indirect third-party acquisition of equity interests in the customer or its parent.

If the loan or credit facility is secured by way of a legal charge, a guarantee or other type of security, the Bank may also terminate the loan or credit facility without notice and demand immediate repayment of the entire debt outstanding in case of breach relating to such security in accordance with section 3.9.

When a credit facility is terminated, the right to make drawdowns will cease immediately.

2.4. Payments

For the purpose of loans, the customer must assign a debit account with the Bank to enable automatic repayments. If the customer does not assign a debit account, or if there are insufficient funds in the debit account, it is the customer's own responsibility to make timely repayments.

Where the Bank has more than one claim, and the customer makes a payment to the Bank, the Bank is entitled to decide which claim to write down.

Each payment on a loan or credit facility will generally be used first to cover interest, fees, costs and commission and then to repay the principal of the loan or

repay the utilised part of a credit facility unless the Bank, at its own discretion, decides otherwise.

2.5. Special provisions for credit facilities: Discontinuation of right to make drawdowns

The customer's right to draw any undrawn portion of a credit facility will cease without notice if, in the Bank's opinion, the customer's ability to meet its obligations under the credit agreement is impaired, or circumstances occur that, in the Bank's opinion, adversely affect the customer's business to a not insignificant extent, such as circumstances relating to market position, earnings or legal proceedings.

The right to make drawdowns will also cease if the customer enters into solvent liquidation, is subjected to reconstruction proceedings or any kind of Danish or foreign insolvency proceedings, is declared bankrupt, requests debt restructuring, suspends payments or commences negotiations to compound with its creditors. When the Bank terminates a credit facility, the right to make drawdowns will cease immediately, regardless of the deadline for repaying the drawn portion of the credit facility.

3. Terms and conditions for security

Any reference in this section to security means any security provided to the Bank, including legal charges, assignments, guarantees etc.

Where security has been provided for a loan or a credit facility, the provisions of this section apply in addition to the other terms.

Specific information on legal charges

3.1. Scope of legal charge

Legal charges created in favour of the Bank serve as security for any existing or future claim by the Bank against the customer or a security provider, including for payment of principal, interest, fees, commission, service fees or other debt collection expenses.

Such charges also serve as security for any other existing or future obligation of the customer to the Bank or to other companies of the Nykredit Group.

3.2. Returns on charged assets

A legal charge also includes any returns on the charged assets, including interest, dividend, life insurance bonuses, insurance and compensation amounts and other rights vested in shareholders, including voting rights, new subscription rights or rights to bonus units. The Bank is entitled but not obliged to make returns on charged assets available to the chargor without the consent of other security providers and/or guarantors.

The Bank is entitled to apply any return on charged assets to reduce its claim against the customer and/or the chargor.

3.3. Expenses relating to charged assets

In addition to any claims for contribution resulting from the enforcement of guarantees, interest payments and other credit costs, the Bank is entitled to demand that the chargor pay any costs and expenses incurred to safeguard the Bank's interests as chargee, including execution and collection expenses, custody fees, insurance premiums, court fees, legal fees etc.

3.4. Securing the value of charged assets

The chargor must keep the charged assets fully insured against all usual risks. The Bank is entitled to notify the insurance company of its charge.

The chargor must, on the Bank's demand, produce an insurance policy together with any renewal and premium receipts as evidence of a valid insurance policy.

The Bank is entitled to pay the premium on behalf of the chargor. The chargor is liable for payment of the premium.

The Bank is entitled to ask the insurance company to register an endorsement of the Bank's interest in the policy.

The Bank and the insurance company for the time being are entitled to exchange all types of information (including civil reg no/business reg no) about the chargor's insurance terms, including any suspension of insurance against damage to the charged assets and any premiums outstanding.

3.5. The Bank's rights over charged assets

The Bank is entitled to deal with the charged assets in the same way as the chargor, including to receive and sign for any amount under the legal charge, and to demand repayment of, collect, discharge or transfer debts and legal charges to itself or others. In connection with the exercise of these rights, this Banking Guide will serve as evidence of the Bank's authority, also in relation to land registries and other authorities. This applies irrespective of whether the legal charge was created by the customer or a third party.

For legal charges over equity interests, the customer irrevocably authorises the Bank to convene a general meeting on behalf of the chargor. However, the customer may exercise any voting rights etc until notified in writing that the Bank will assume the voting rights.

3.6. Obligations of the chargor

The chargor undertakes to:

- inform the Bank of any significant decrease in the value of the charged assets;
- inform the Bank of any change of address;
- inform the Bank of any event that constitutes or may constitute breach relating to the security in accordance with section 3.9; and
- Forward any notices regarding the charged assets to the Bank without undue delay.

3.7. Enforcement

Enforcement of a legal charge will take place after the chargor has been given notice pursuant to the notice rules of

the Danish Administration of Justice Act, unless an immediate sale is necessary to avoid or minimise a loss. Enforcement takes place by way of a forced sale or in another way as deemed appropriate by the Bank.

Where the security constitutes financial collateral pursuant to Part 36 of the Danish Capital Markets Act by way of an account balance or financial instruments, the security may be enforced immediately without notice in case of default on the secured debts. Immediate enforcement must take place on reasonable business terms and pursuant to the rules of the Danish Capital Markets Act. Where enforcement takes place by way of a sale of charged financial instruments, such sale may take place without the participation of a securities trader.

Enforcement of a legal charge may also take place by way of set-off (for instance in case of a charge over an account balance) against the secured debts or by the Bank appropriating the charged assets. Where enforcement takes place by set-off or appropriation, the value of the security provided is determined according to the following principles:

- Cash in foreign currency may, at the Bank's discretion, be translated into DKK at the exchange rate applicable at the time of enforcement.
- Financial instruments are valued based on prices from NASDAQ Copenhagen or other regulated markets, Bloomberg, Thomson Reuters, banks, other market participants known to trade in the financial instruments concerned or other generally recognised pricing sources.

Specific information on guarantees

3.8. Obligations of guarantors

A guarantor must, at the Bank's request and without undue delay:

- a) submit financial documentation providing insight into the guarantor's financial circumstances;

- b) submit the documentation required as part of the Bank's customer due diligence; and/or
- c) Provide relevant information as part of the Bank's credit risk monitoring.

Common provisions relating to security

3.9. Breach

If a loan or credit facility is secured by way of a legal charge, a guarantee or other types of security, the Bank may also terminate the loan or credit facility without notice and demand immediate repayment of the entire debt outstanding, if:

- a) the customer or chargor sells a charged asset without the Bank's consent or replaces charged equipment – other than as part of day-to-day operations – which is not covered by the Bank's charge due to the prior right of a third party;
- b) the customer or chargor fails to keep the charged assets duly insured or to update required insurance coverage on a current basis;
- c) the value of the security provided to the Bank decreases significantly, or the security is no longer satisfactory to the Bank, including if the Bank finds that the security is not kept in sufficiently good repair, for instance if the movable property such as stock, fixtures, fittings or machinery is removed in full or in part without being replaced by corresponding unencumbered assets;
- d) a chargor or guarantor fails to meet its obligations as stated in section 3.6 or 3.8, respectively; and/or
- e) a chargor or guarantor finds themselves in one of the situations mentioned in section 2.3 a) - e), l) and m).

In case of breach, the Bank may enforce a legal charge, guarantee or other type of security without judgment or other ground of enforcement.

3.10. Repayment and release

The security is maintained until the customer has repaid all debts owed to the Bank.

If the secured debts owed to the Bank are repaid or reduced, the chargor or guarantor, as the case may be, will be released from its obligations subject to the following reservations:

- Non-cash payments are subject to final clearing and settlement. This reservation applies even if not mentioned in a receipt or other notice of the payment; and
- If the payment should subsequently be set aside (reversed), the security and/or the liability of the guarantor will be restored.

3.11. Application of payments and proceeds

When receiving a payment from a security provider, the Bank can apply such payment to any one of several debts at its own discretion. Similarly, in case of any enforcement of security, the Bank is free to decide which part of the secured debts is to be reduced using the proceeds from the security, including whether the security should be used to reduce another debt outstanding of the customer with another company of the Nykredit Group.

Payments from a security provider or third party are generally used to cover interest, commission, any costs and the debts at the discretion of the Bank.

The Bank may apply the proceeds from the enforced security to cover first any interest, fees, costs and commission relating to the customer's debt to the Bank and any exchange losses on obligations in foreign currency. This also applies to interest accrued and exchange losses incurred following a bankruptcy order, a debt restructuring or the commencement of a composition with creditors.

The Bank may release the assets under a charge or use them to satisfy claims at

the Bank's discretion without a guarantor's consent.

3.12. Foreign currency

Security provided for debts denominated in foreign currency also serves as security for any exchange losses, and at the request of the Bank, the security provider must repay the secured debts in the currency concerned.

Debts denominated in foreign currency may be translated into amounts in DKK at the Bank's discretion, and the security provider must accordingly repay the debt in DKK. The Bank may require payment of fees and costs associated with such translation and may also charge interest at a rate determined by the Bank on the amount exchanged and/or default interest in DKK.

Guarantors, if any, are liable for corresponding amounts in addition to the secured debt.

3.13. Subordination and right of subrogation

In connection with the repayment of a customer's outstanding balances, a security provider's claim for contribution against the customer or other security providers will be subordinate to the claim of the Bank. A security provider has no right of subrogation until the Bank's claim has been finally settled in full.

3.14. The Bank's transactions

The Bank's dealings with the charged assets and its agreements with security providers are binding on the customer and any security providers in every respect.

If the Bank fails to lodge its claim against the estate of the customer or a security provider, this will not affect the Bank's claims against other security providers.

The Bank may grant the customer an extension of the time for payment of principal, interest, commission, etc without the prior consent of a security provider or third party. The Bank is also

entitled to release security regardless of whether it serves as security for the secured debts or any other loan facilities.

3.15. Liability between security providers

Where more than one person have provided security, they are jointly and severally liable to the Bank.

Any distribution (recourse) between security providers is of no concern to the Bank.

3.16. Disclosure of financial information

The customer accepts that the Bank may disclose information to a security provider which is required for the security provider's risk assessment, for example a facilities summary.

The customer also accepts that the Bank may inform security providers about the debt outstanding and balances of secured loans and credit facilities and of any payment extension or arrears of secured loans and credit facilities. The Bank is entitled to charge a fee for such services.

4. Terms and conditions for construction loans

Any reference to constructions loans in this section means construction loans and construction credit facilities provided by the Bank to business customers in connection with construction projects.

Section 2 (Terms and conditions for loans and credit facilities) applies to construction loans. In addition, the special terms below apply to construction loans.

4.1. Disbursement of construction loans

Loans will be disbursed subject to certain terms and conditions for utilisation. The Bank is entitled to withhold one or more disbursements or to refrain entirely from disbursing amounts under the construction loan, if the Bank finds that the conditions for utilisation have not been satisfied.

4.2. Application of disbursements

Construction loan disbursements can only be used for the payment of expenses related to the relevant construction project. Disbursements are made based on a disbursement schedule and/or a construction budget. Changes are subject to the Bank's written consent. The Bank may approve other disbursements which the Bank considers to be of relevance to the construction project.

4.3. Assignment

Any secondary rights to the construction loan and/or the owner's mortgage must be notified to the Bank.

The customer cannot transfer or in any other way assign its rights, and the Bank reserves the right only to accept assignment to the bank of the main contractor.

4.4. Commencement of construction project

The construction project must be commenced without undue delay, and the customer undertakes to further the construction project as much as possible.

4.5. Inspection

The Bank is entitled to inspect the construction project regularly, and the customer is obliged to ensure that the Bank has access to the construction site in connection with an inspection. An inspection may be made, for instance, in connection with a valuation of the project or loan disbursement, during the construction period or upon project completion.

4.6. Termination

In addition to the factors which may lead to termination of the construction loan as stipulated in sections 2.3 and 3.9, the Bank may demand immediate repayment of the construction loan, if the Bank finds that the construction project is not advanced as much as possible, see section 4.4.

4.7. Completion of construction project at the customer's expense

Instead of demanding repayment of

the construction loan according to section 4.6, the Bank may decide to complete the construction project at the customer's expense.

4.8. Insurance

Construction projects must be fully insured, including against fire, storm and any other risk as required by the Bank. The insurance must be taken out with an insurance company approved by the Bank. The Bank may demand assignment of the insurance policies.

4.9. Sale and mortgaging of the property

As long as the construction loan has not been repaid in full, the property may not be sold or mortgaged, neither in part nor in full, without the Bank's prior consent. The Bank is entitled to have a negative pledge registered on the property.

4.10. Loan repayment

The construction loan must be repaid by the date stated in the agreement with the Bank. Moreover, the customer must repay the construction loan as soon as possible after completion of the construction project.

4.11. Mortgaging proceeds

The construction loan is subject to the Bank receiving the proceeds from the mortgaging of the property, unless otherwise stated in the agreement with the Bank. The proceeds may, for instance, be used to repay the construction loan and cover guarantees issued by the Bank on behalf of the customer in connection with the construction project or an advance loan.

5. Common provisions

5.1. Bank printouts

Printouts from the Bank's systems may serve as evidence of the size of the debt.

5.2. Governing law and jurisdiction

Unless otherwise specified in the agreement, Danish law will apply to loan and credit agreements and to security agreements.

Legal proceedings arising out of or in connection with outstanding balances between the Bank and the customer and loan or credit agreements and security agreements may, at the Bank's request, be brought before the district court of the jurisdiction in which the Bank or its branch is located or, to the extent allowed by the Danish Administration of Justice Act, before the Danish Maritime and Commercial High Court. Such legal proceedings will also be governed by Danish law.