

CARUCEL

— PROPERTY —

Carucel Property AS FRN senior unsecured Bond NOK 550,000,000 bonds 2024/2028

Terms:

Documentation:

The Loan Agreement ¹⁾ is described more closely in Standard Terms

Before investing in the bond, the investor is encouraged to become familiar with relevant documents such as this term sheet, the Loan Agreement and the Issuer's financial accounts and articles of association and if relevant, admission document, cf. ABM-rules section 2.7.2.3. The documents are available from the Issuer and in Relevant Places. In the case of any discrepancies between the Loan Agreement and this term sheet, the Loan Agreement will apply.

Relevant Places:	https://www.carucel.no/		
Issuer/Borrower:	Carucel Property AS		
Borrowing Limit – Tap Issue:	N/A		
First Tranche / Loan Amount: ²⁾	NOK 550,000,000		
Disbursement Date: ³⁾	18 September 2024		
Maturity Date: ⁴⁾	18 September 2028		
NIBOR: ⁵⁾	3 month NIBOR		
Margin:	5.50% p.a.		
Interest Rate: ⁶⁾	NIBOR + margin. See Special (distinct) conditions below.		
Day Count Fraction– Interest Rate:	Actual/360		
Interest Payment Date: ^{7) 9)}	18 March, 18 June, 18 September and 18 December each year.		
Business Day Convention: ⁸⁾	Business day convention is modified following.		
Interest accrual date (from and including):	Disbursement Date (18 September 2024)		
Final interest payment date (to):	Maturity Date (18 September 2028).		
# days first term:	91 days.		
Status of the Loan ¹⁰⁾	Senior unsecured.		
Issue Price: ¹¹⁾	100% of par value.		
Denomination:	NOK 100,000, minimum subscription amount of NOK 1,200,000 (but in no event less than the equivalent of EUR 100,000)		
Call: ¹²⁾	Redemption Date(s):	Se Special (distinct) conditions	Price: Se Special (distinct) conditions

Issuer's org. number/LEI-code:	925 988 413/254900TL2TGU4YM4I191.					
Number / Codes:	Sector Code:	2100	Geographic code:	NOR	Industry (trade) Code:	68.100

Usage of funds: The Net Proceeds from the Bond Issue shall be applied for:

- Refinancing (and buy-back) of the Existing Bonds; and
- general corporate purposes of the Group.

Please refer to the Loan Agreement clause 1.1 (*Definitions*).

Approvals / Permissions:

- The issuance is approved by the board of directors on 10 September 2024
- The admission document has been inspected by Oslo Børs, cf. ABM-rules sec. 2.7

Trustee / Bondholders' Nordic Trustee AS, P.O. Box 1470, N-0116 Oslo, Norway

Representative:

Arranger(s): Arctic Securities AS, Danske Bank, Norwegian branch and DNB Markets, a part of DNB Bank ASA

Paying Agent: Arctic Securities AS

Securities Depository: Verdicapirsentralen ASA

FISN- and CFI-code FSIN: CARUCEL PROPERT/VAR BD 2028091, CFI-code: DBVUGR

Market making: No market-making.

MiFiD II target market of end clients: Eligible counterparties, professional clients and retail clients (all distribution channels) who a) have at least a common/normal understanding of the capital markets, b) are able to bear the losses of their invested amount, c) are willing to accept risks connected with the Bonds, and d) have an investment horizon which takes into consideration the liquidity of the Bonds.

Withholding tax: ¹³⁾

No PRIIPS, No KID

Gross up, with customary repayment option at par value if gross up is required due to change in applicable laws following the date of the Loan Agreement.

Special (distinct) conditions:**NIBOR:**

If NIBOR is below zero, NIBOR shall be deemed to be zero (not the Interest Rate, as stated under Interest Determination below).

Interest Rate:

The Interest Rate is calculated on the Interest Quotation Day (being 2 Quotation Business Days before the first day of the relevant Interest Period). This does not necessarily equal 2 Business Days as stated under Interest Determination Date below.

Please refer to the Loan Agreement clause 1.1 (*Definitions*) for definitions and clause 9 (*Interest*).

No Tap Issues:

The Issuer cannot increase the loan above the First Tranche / Loan Amount.

Voluntary early redemption - 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 March 2027 at a price equal to 105.110 per cent. of the Nominal Amount for each redeemed Bond (the "**First Call Price**");
- (iii) the Interest Payment Date in March 2027 to, but not including, the Interest Payment Date in September 2027 at a price equal to 102.555 per cent. of the Nominal Amount for each redeemed Bond;
- (iv) the Interest Payment Date in September 2027 to, but not including, the Interest Payment Date in March 2028, at a price equal to 101.022 per cent. of the Nominal Amount for each redeemed Bond; and
- (v) the Interest Payment Date in March 2028 to, but not including, the Maturity Date at a price equal to 100.511 per cent. of the Nominal Amount for each redeemed Bond.

The Call Option can be made subject to the satisfaction of one or more conditions precedent to be satisfied or waived by the Issuer no later than 3 Business Days prior to the Call Option Repayment Date. If such conditions precedent have not been satisfied or waived by that date, the call notice shall be null and void.

Please refer to the Loan Agreement clause 1.1 (*Definitions*) for definitions and clause 10.2 (*Voluntary early redemption – Call Option*).

Mandatory repurchase due to a Change of Control Event:

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 that Bondholder at a price equal to 101 per cent. of the Nominal Amount.

If Bonds representing more than 90 per cent. of the Outstanding Bonds have been repurchased pursuant to this section (*Mandatory repurchase due to a Change of Control Event*), the Issuer is entitled to repurchase all the remaining Outstanding Bonds at a price equal to 101 per cent. of the Nominal Amount.

"Change of Control Event" means an event where Carl Erik Krefting, together with his heirs and successors, ceases to own and control directly or indirectly more than 50 per cent. of the shares in the Issuer.

Please refer to the Loan Agreement clause 1.1 (*Definitions*) for further definitions and clause 10.3 (*Mandatory repurchase due to a Change of Control Event*).

Undertakings:

General and financial undertakings/covenants

The Issuer shall, and shall ensure that all other Group Companies will comply with the undertakings set forth in the Loan Agreement clause 13 (*General and financial undertakings*), which includes restrictions on Market Debt, Financial support, Disposals, Hedging, Distributions mergers and de-mergers.

Financial Covenants:

The Issuer shall, and shall procure that each other Group Company will maintain:

- (i) an LTV Ratio below 75 per cent.; and
- (ii) Liquidity of no less than NOK 30,000,000.

The Issuer undertakes to comply with the above Financial Covenants on a consolidated basis for the Group at all times, such compliance to be measured on each Quarter Date in connection with the Issuer's publication of its Financial Reports, and be certified by the Issuer in each Compliance Certificate.

If the Issuer does not comply with any Financial Covenant 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 Liquidity shall be recalculated on the basis that the Cure Amount so received shall be deemed to increase the consolidated cash deposits of the Group on the relevant testing date; and
- (ii) the LTV Ratio shall be recalculated on the basis that the Cure Amount so received shall be deemed to reduce the Total Net Debt for the relevant period.

If, after the Financial Covenants are recalculated as set out above, the breach has been remedied, the relevant Financial Covenants shall be deemed to have been satisfied on the relevant reporting date.

The Issuer shall be limited to a maximum of 1 cure of actual failures to satisfy the Financial Covenants during the term of the Bonds.

Please refer to the Loan Agreement clause 1.1 (*Definitions*) for definitions and clause 13 (*General and financial undertakings*).

Group's purchase of Bonds:

The Group Companies may purchase and hold Bonds and such Bonds may in the relevant Group Company's sole discretion be retained or sold, but not discharged (other than in relation to a process of full redemption of all Outstanding Bonds).

Please refer to the Loan Agreement clause 1.1 (*Definitions*) for definitions and clause 11.1 (*Group's purchase of Bonds*).

Financial Reports:

The Issuer shall prepare Annual Financial Statements in the English language and make them available on its website (alternatively on another relevant information platform) as soon as they become available, and not later than 4 months after the end of the financial year.

The Issuer shall prepare Interim Accounts in the English language and make them available on its website (alternatively on another relevant information platform) as soon as they become available, and not later than 2 months after the end of the relevant interim period (however so that the Issuer shall publish its first Interim Accounts for the period ending 30 September 2024). The Interim Accounts shall be prepared for the quarterly periods ending on 31 March, 30 June and 30 September in each year (and where the Issuer shall not be under the obligation to provide Interim Accounts as of 31 December each year).

Please refer to the Loan Agreement clause 1.1 (*Definitions*) for definitions and clause 12.1 (*Financial Reports*).

Supplementary information about the status of the loan and collateral: ¹⁰⁾

The Bonds are unsecured.

The Bonds shall constitute senior debt obligations of the Issuer. The Bonds will rank pari passu between themselves and 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).

Standard Terms: *If any discrepancy should occur between this Loan Description and the Loan Agreement, then the Loan Agreement will apply.*

Loan Agreement: ¹⁾	<p>The Loan Agreement will be entered into between the Issuer and the Trustee prior to Disbursement Date. The Loan Agreement regulates the Bondholder's rights and obligations in relations with the Issue. The Trustee enters into this agreement on behalf of the Bondholders and is granted authority to act on behalf of the Bondholders to the extent provided for in the Loan Agreement.</p> <p>When bonds are subscribed/purchased, the Bondholder has accepted the Loan Agreement and is bound by the terms of the Loan Agreement. If subscription is made prior to finalisation of the Loan Agreement, the subscriber is deemed to have granted authority to the Trustee to finalise the Loan Agreement. For tap issues, the Loan Agreement will apply for later issues made within the Borrowing Limit. The parties' rights and obligations are also valid for subsequent issued bonds within the Borrowing Limit.</p>
Open / Close: ³⁾⁴⁾	Tap Issues will be opened on Disbursement Date and closed no later than five banking days before Maturity Date.
Disbursement Date: ³⁾	Payment of the First Tranche / Loan Amount takes place on the banking date ahead of the Disbursement Date as agreed with the Manager(s). In case of late payment, the applicable default interest rate according to "lov 17. desember 1976 nr 100 om renter ved forsinket betaling m.m." will accrue.
Expansions – Tap Issues: ²⁾	For Tap Issues the Issuer can increase the loan above the First Tranche/Loan Amount. For taps not falling on Interest Payment Dates, Accrued Interest will be calculated using standard market practice in the secondary bond market. The Issuer may apply for an increase of the Borrowing Limit.
Issue price – Tap Issues: ¹¹⁾	Any taps under the Tap Issue will be made at market prices.
Interest Determination Date: ⁷⁾	2 Business Days prior to Date of Interest Payment Date
Interest Determination: ⁶⁾⁷⁾	<p>The regulation of the Interest Rate is effective from each Interest Payment Date. The new interest rate is determined on Interest Determination Date based on NIBOR with additional margin. If the Interest Rate becomes negative, the Interest Rate is set to zero.</p> <p>The new interest rate and the next interest term/period will be notified the Bondholders in writing through the Securities Depository. The Trustee and Nordic ABM shall also be notified immediately.</p>
NIBOR – definition: ⁵⁾	<p>(Norwegian Interbank Offered Rate) Interest rate fixed for a defined period as distributed by Global Rate Set Systems (GRSS) at approximately 12.00 Oslo time on Interest Determination Date. In the event that this rate is not available, either a linear interpolation between the two closest interest rate periods using the same number of decimals, or another available interest rate for deposits for similar currency and period. If none of the above is available, the interest rate will be defined by the Bond Trustee in consultation with the issuer. In this latter case the rate will be set to the rate that is generally accepted by market participants as replacement for NIBOR or a rate that reflects the interest rate offered in the deposit market in NOK for the relevant Interest Period.</p> <p>NIBOR is calculated to two Business Days prior to every Interest Payment Date, rounded to the nearest hundredth of a percentage point, for the Interest Period stated. NIBOR applies with effect from each Interest Payment Date to the next Interest Payment Date. If NA is specified, Reference Rate does not apply.</p>

Interest Period: ^{9/7)}	The interest is due in arrears on the Interest Payment Date. The first interest period matures on the first Interest Payment Date after the Disbursement Date. The next period runs from this date until the next Interest Payment Date. The last period of interest ends on Maturity Date.
Accrued interest:	Accrued Interest for trades in the secondary bond market are calculated on the basis of current recommendations of Norsk Finansanalytikerforening (The Norwegian Society of Financial Analysts).
Standard Business Day Convention: ⁸⁾	Modified Following: If the Interest Payment Date is not a banking day, the Interest Payment Date shall be postponed to the next banking day. However, if this day falls in the following calendar month, the Interest Payment Date is moved to the first banking day preceding the original date.
Condition – Issuer's call option: ¹³⁾	Exercise of Call shall be notified by the Issuer to the Bondholders and the Bond Trustee at least ten Business Days prior to the relevant Call Date. Partial exercise of Call shall be carried out pro rata between the Bonds (according to the procedures in the Securities Register).
Registration:	The loan must prior to disbursement be registered in the Securities Depository. The bonds are being registered on each Bondholders account or nominee account in the Securities Depository.
Issuer's acquisition of bonds:	The Issuer has the right to acquire Bonds and to retain, sell or discharge such Bonds in the Securities Depository. Subordinated bonds may not be purchased, sold or discharged by the Issuer without the consent of Finanstilsynet, provided that such consent is required.
Amortisation: ⁴⁾	The bonds will run without instalments and be repaid in full on Maturity Date at par, provided the Issuer has not called the bonds.
Redemption:	Matured interest and matured principal will be credited each Bondholder directly from the Securities Registry. Claims for interest and principal shall be limited in time pursuant the Norwegian Act relating to the Limitation Period Claims of May 18 1979 no 18, p.t. 3 years for interest rates and 10 years for principal.
Sale:	Tranche 1/ Loan Amount has been sold by the Arranger(s). Later taps can also be made by other authorized investment firms.
Legislation:	Disputes arising from or in connection with the Loan Agreement, which are not resolved amicably, shall be resolved in accordance with Norwegian law and the Norwegian courts. Legal suits shall be served at the Trustee's competent legal venue.
Fees and expenses:	Any public fees payable in connection with the Bond Agreement and fulfilling of the obligations pursuant to the Bond Agreement shall be covered by the Issuer. The Issuer is not responsible for reimbursing any public fees levied on the trading of Bonds.
Withholding tax: ¹³⁾	The issuer is responsible for withholding any withholding tax imposed by applicable law on any payments to be made by it in relation to the bonds. In case of Gross up, the issuer shall be liable to gross up any payments in relation to the bonds by virtue of withholding tax, public levy or similar taxes. In case of No gross up, the issuer shall not be liable to gross up any payments in relation to the bonds by virtue of withholding tax, public levy or similar taxes.



Oslo, 24 September 2024

