



Katjes International GmbH & Co. KG Senior Unsecured Callable Bond Issue 2023/2028

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 with 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:

Issuer: <https://www.euronext.com/nb/markets/oslo>

Borrowing Limit – Tap Issue: EUR 200,000,000

First Tranche / Loan Amount : ²⁾ EUR 115,000,000

Disbursement Date: ³⁾ 21 September 2023

Maturity Date: ⁴⁾ 21 September 2028

Interest Rate: 6.75 per cent. per annum

Yield on Disbursement Date: 6.75 per cent. per annum

Day Count Fraction– Interest rate: ⁵⁾ 30/360

Business Day Convention: ⁶⁾ Unadjusted

Interest Payment Date(s): ⁷⁾ 20 March and 20 September

Interest accrual date: 21 September 2023

Date until which interest accrues: 21 September 2028

Status of the loan: ⁸⁾ Senior unsecured

Issue Price: ⁹⁾ 100 per cent. of nominal amount

Denomination: EUR 1,000

Call: ¹⁰⁾

Redemption Date(s):	Price:
21-09-2023 – 20-03-2026	Make Whole Amount
21-03-2026 – 20-09-2026	103.375 per cent.
21-09-2026 – 20-03-2027	102.025 per cent.
21-03-2027 – 20-09-2027	101.350 per cent.
21-09-2027 – 20-03-2028	100.675 per cent.
21-03-2028 – 20-09-2028	100.338 per cent.

Issuer's org. number/LEI number:

Registration number: HRA 1076

Number / Codes:

LEI-code: 529900UHZK3SEUYFH322

Sector code: 9100 **Geographic code:** Germany **Industry (trade) Code:** 10820

Usage of funds:

The proceeds of the Initial Bond Issue has and will be applied towards:

- a. refinancing the Existing Bonds in whole or in part;
- b. financing or refinancing capital expenditure and acquisitions of companies, businesses or undertakings made by the Group;
- c. the general corporate and working capital purposes of the Group (other than any Distributions); and
- d. financing any fees, costs and expenses incurred by the Group in respect of any such transactions or that part of the Bonds.

The purpose of any Tap Issue shall be set out in the relevant Tap Issue Addendum.

Approvals / Permissions:

- The issuance is approved by the board of directors on 14 September 2023
- The admission document has been inspected by Oslo Børs, cf. ABM-rules sec 2.7

Trustee:

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

Arranger(s):

Pareto Securities AS, Frankfurt Branch

Paying Agent:

Pareto Securities AS

Securities Depository:	Verdipapirsentralen ASA (VPS)
FISN- and CFI-code	FISN: Katjes/VAR BD 20280921 / CFI: DBFUGR
Market Making:	No market-maker agreement has been entered into for the issuance of the Bonds.
MiFID II target market of end clients:	Eligible counterparties, professional clients and retail clients.
Withholding tax: ¹¹⁾	No PRIIPs key information document (KID) has been prepared Gross up
Special (distinct) conditions:	No special conditions
Supplementary information about status of the loan and collateral: ⁸⁾	The Bonds are unsecured

Standard terms: *If any discrepancy should occur between this Loan description and the Loan Agreement, then the Loan Agreement should apply.*

Loan Agreement: ¹⁾	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. When bonds are subscribed/purchased, the Bondholder has accepted the Loan Agreement and is bound by the terms of 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.
Open / Close: ^{3) 4)}	Tap Issues will be opened on Disbursement Date and closed no later than five bank days before Maturity Date.
Disbursement date: ³⁾	Payment of the First Tranche / Loan Amount takes place on the banking date ahead of Disbursement Date as agreed with the Manager(s). In case of late payment, the applicable default interest rate according to <i>"lov 17. desember 1976 nr 100 om renter ved forsinket betaling m.m."</i> 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 in the Borrowing Limit.
Issue price – Tap Issues: ⁹⁾	Any taps under the Tap Issue will be made at market prices.
Interest Period: ⁷⁾	The interest rate is due in arrears on the Interest Payment Date. The first Interest Rate is paid on the first Interest Payment Date after Disbursement Date. The subsequent period runs from this date until the next Interest Payment Date. Last Interest Payment Date corresponds to Maturity Date.
Day Count Fraction–Interest rate: ⁵⁾	Interest shall be calculated on the basis of a 360 day year consisting of 12 months of 30 days, in case of a non-finished month the actual number of calendar days (30/360-basis), with the exception of periods where <ul style="list-style-type: none"> a) the last day in the period is the 31st calendar day, and the first day of the period is neither the 30th nor the 31st of the month, in which the month containing the period shall not be reduced to 30 days; or b) the last day of the period is the last calendar day in February, in which February shall not be extended to a 30-day month.
Standard Business Day Convention ⁶⁾	Interest Payment Date will not be moved even if it is on a day that is not a banking day. If Interest Payment Date is not a banking day, payments will be made on the following banking day.
Accrued interest:	Accrued Interest rates for trades in the secondary bond market are calculated on the basis of current recommendations of Norske Finansanalytikerers Forening (<i>The Norwegian Society of Financial Analysts</i>).
Condition – Call: ¹⁰⁾	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 rate and matured principal will be credit 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. Later taps can also take place 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: ¹¹⁾	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.



Dusseldorf, 12 January 2024

