

**TERMS AND CONDITIONS FOR
EUROPEAN ENERGY A/S**



EUR 75,000,000

CALLABLE SUBORDINATED GREEN CAPITAL SECURITIES DUE 2020

ISIN: DK0030470919

17 September 2020

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Schedule 1: Conditions Precedent for Settlement of Initial Capital Securities

1 INTRODUCTION

- 1.1 These terms and conditions (the "**Conditions**") relate to the EUR 75,000,000 callable subordinated green capital securities due 3020 (the "**Initial Capital Securities**") issued by European Energy A/S, a limited liability company incorporated under the laws of Denmark, registered with the Danish Business Authority (in Danish: *Erhvervsstyrelsen*) under CVR-no. 18 35 13 31 and having its registered address at Gyngemose Parkvej 50, 2860 Søborg, Denmark (the "**Issuer**").
- 1.2 The Initial Capital Securities will be issued on 22 September 2020 (the "**First Issue Date**") at an issue price of 100.00%.
- 1.3 The issue of the Initial Capital Securities was authorised and approved by the board of directors of the Issuer at a meeting held on 28 August 2020.

2 DEFINITIONS AND CONSTRUCTION

- 2.1 Definitions. In addition to the terms defined above, in these Conditions:

"**3-Year Swap Rate**" means the rate for a Reset Period determined by the Calculation Agent on the Interest Determination Date for the relevant Reset Period and will be:

- (a) the mid swap rate for euro swap transactions with a maturity of three (3) years, as published on Bloomberg screen "ICE" or Reuters screen "ICESWAP2" (formerly called "ISDAFIX2") under "Euribor Basis EUR" (or such other page or service as may replace any of them for the purposes of displaying European swap rates of leading reference banks for swaps in euro) (the "**Mid-Swap Page**"), as at approximately 11.00 a.m. (Central European time) on the Interest Determination Date applicable to such Reset Period; or
- (b) if, on the Interest Determination Date applicable to such Reset Period, no rate is calculated and published on the Mid-Swap Page, the arithmetic mean (rounded if necessary, to the nearest second decimal place, with 0.005 being rounded upwards) of the quotations offered by the Reset Reference Banks at approximately 11.00 a.m. (Central European time) on such Interest Determination Date, to prime banks in the European market for the mid swap rate for euro swap transactions with a maturity of three (3) years in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the relevant swap market **provided that** if fewer than two (2) rates are so quoted, the 3-Year Swap Rate shall be (i) in the case of each Reset Period other than the Reset Period commencing on the First Call Date, the 3-Year Swap Rate for the immediately preceding Reset Period; or (ii) in the case of the Reset Period commencing on the First Call Date, the Initial 3-Year Swap Rate.

"**Account Operator**" means a bank or other party duly authorised to operate as an account operator pursuant to the Danish Capital Markets Act and through which a Securityholder has opened a Securities Account in respect of its Capital Securities.

"**Accounting Principles**" means the generally accepted accounting principles, standards and practices in Denmark, including the International Financial Reporting Standards (IFRS) applied on a consistent basis subject to any changes required by any regulation.

"**Additional Amounts**" has the meaning given to such term in Condition 13.2 (*Payment of Additional Amounts*).

"**Adjusted Nominal Amount**" means the Total Nominal Amount less the Nominal Amount of all Capital Securities owned by a Group Company or an Affiliate of the Issuer, irrespective of whether such person is directly registered as owner of such Capital Securities.

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

"**Agency Agreement**" means the agency agreement entered into on or before the First Issue Date, between the Issuer and the Agent, or any replacement agency agreement entered into after the First Issue Date between the Issuer and the Agent, regarding, *inter alia*, the remuneration payable to the Agent.

"**Agent**" means the agent under these Conditions from time to time, initially Nordic Trustee A/S, a limited liability company incorporated under the laws of Denmark, registered with the Danish Business Authority (in Danish: *Erhvervsstyrelsen*) under CVR-no. 34 70 57 20 and having its registered address at Bredgade 30, 1260 Copenhagen K, Denmark, or any successor Agent, acting for and on behalf of the Securityholders in accordance with these Conditions.

"**Business Day**" means a day (a) on which the CSD and the Danish Central Bank's settlement system are open; and (b) which is a TARGET Day.

"**Calculation Agent**" means the calculation agent under these Conditions from time to time, initially Nordic Trustee A/S, a limited liability company incorporated under the laws of Denmark, registered with the Danish Business Authority (in Danish: *Erhvervsstyrelsen*) under CVR-no. 34 70 57 20 and having its registered address at Bredgade 30, 1260 Copenhagen K, Denmark, or any successor Calculation Agent.

"**Calculation Period**" has the meaning given to that term in Condition 8.2 (*Calculation of Interest*).

"**Capital Security**" means the debt instrument (in Danish: *obligation*) for the Nominal Amount and of the type covered by Chapter 4 of the Danish Capital Markets Act (cf. Chapter 1, Section 3 of the Danish Capital Markets Act), and which is governed by and issued under these Conditions, including the Initial Capital Securities and any Subsequent Capital Securities.

"**Change of Control Event**" means the occurrence of an event or series of events whereby one or more persons, not being a direct or indirect majority shareholder in the Issuer as of the First Issue Date, acting together, acquire control over the Issuer and where "**control**" means (a) acquiring or controlling, directly or indirectly, more than 50.00% of the voting shares of the Issuer; or (b) the right to, directly or indirectly,

appoint or remove the whole or a majority of the directors of the board of directors of the Issuer.

"**Code**" has the meaning given to such term in Condition 9.5 (*Payment subject to Fiscal Laws*).

"**Compulsory Payment Event**" means any of the following events:

- (a) the shareholders of the Issuer have resolved at a general meeting on the proposal by, or with the consent of, the board of directors of the Issuer, or the board of directors of the Issuer based on an authorisation from the general meeting has resolved, to pay or distribute a dividend, distribution or other payment on any Issuer Shares, other than a dividend, distribution or other payment which is made in the form of any Issuer Shares (other than treasury shares);
- (b) the Issuer or any other Group Company pays any dividend, distribution or other payment in respect of any Parity Securities, other than a dividend, distribution or other payment which is made in the form of any Issuer Shares (other than treasury shares);
- (c) the Issuer or any other Group Company redeems, repurchases or otherwise acquires any Issuer Shares or any Parity Securities; or
- (d) the Issuer or any other Group Company makes any payment (whether of principal or interest) in cash in respect of any Subordinated Shareholder Funding,

provided that, no Compulsory Payment Event shall be deemed to occur:

- (i) if the Issuer or any other Group Company repurchases or otherwise acquires (directly or indirectly) any Issuer Shares in connection with any share-based incentive scheme with or for the benefit of employees, officers or directors; or
- (ii) as a result of the exchange or conversion of one class of Issuer Shares for another class in a transaction not involving any cash payment by the Issuer.

"**CSD**" means the Issuer's central securities depository and registrar in respect of the Capital Securities from time to time, initially VP SECURITIES A/S, a limited liability company incorporated under the laws of Denmark, registered with the Danish Business Authority (in Danish: *Erhvervsstyrelsen*) under CVR-no. CVR 21 59 93 36 and having its registered address at Weidekampsgade 14, 2300 Copenhagen S, Denmark.

"**Danish Capital Markets Act**" means the Danish Consolidated Act No. 377 of 2 April 2020 on capital markets (in Danish: *kapitalmarkedsløven*).

"**Danish Companies Act**" means the Danish Consolidated Act No. 763 of 23 July 2019 on public and private limited liability companies (in Danish: *selskabsloven*).

"**Danish Limitation Act**" means the Danish Consolidated Act No. 1238 of 9 November 2015 on prescription of claims (in Danish: *forældelsesloven*).

"**Deferred Payment**" has the meaning given to such term in Condition 10.3 (*Deferred Payment*).

"**Determination Period**" has the meaning given to such term in Condition 8.2 (*Calculation of Interest*).

"**Early Redemption Amount**" means 101.00% of the principal amount per Capital Security.

"**EUR**" and "**euro**" means the single currency of the participating member states in accordance with the legislation of the European Community relating to Economic and Monetary Union.

"**Event of Default**" has the meaning given to such term in Condition 14.1 (*Default and Liquidation*).

"**FATCA**" has the meaning given to such term in Condition 9.5 (*Payments subject to Fiscal Laws*).

"**First Call Date**" means 22 September 2023.

"**Green Bond Framework**" means the Issuer's green bond framework in force as of the First Issue Date in the case of the Initial Capital Securities or as of the relevant issue date in the case of any Subsequent Capital Securities.

"**Group**" means the Issuer and each of its Subsidiaries from time to time.

"**Group Company**" means any member of the Group.

"**Initial 3-Year Swap Rate**" means -0.46% per annum.

"**Initial Interest Rate**" means the sum of the Initial 3-Year Swap Rate and the Initial Margin, corresponding to 6.125% per annum.

"**Initial Margin**" means 6.585% per annum.

"**Interest Determination Date**" means the second TARGET Day prior to the date on which the relevant Reset Period commences.

"**Interest Payment Date**" has the meaning given to such term in Condition 8.1.3.

"**Interest Period**" means the period from (and including) the First Issue Date to (but excluding) the first Interest Payment Date and each successive period from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date.

"**Interest Rate**" means:

- (a) before (and excluding) the First Call Date, the Initial Interest Rate; and
- (b) from (and including) the First Call Date, the Reset Interest Rate.

"**ISIN**" means International Securities Identification Number – the identification number of the Capital Securities.

"**Issuer Shares**" means any shares in the capital of the Issuer of any class.

"Issuing Agent" means Nordea Danmark, Filial af Nordea Bank Abp, Finland, registered with the Danish Business Authority (in Danish: *Erhvervsstyrelsen*) under CVR-no. 25 99 21 80 and having its registered address at Grønjordsvej 10, 2300 Copenhagen S, Denmark or another party replacing it, as Issuing Agent, in accordance with these Conditions.

"Major Shareholder" means:

- (a) European Energy Holding ApS;
- (b) MDP Invest ApS; and
- (c) JPZ Assistance ApS.

"Mandatory Settlement Date" means the earliest of:

- (a) any Interest Payment Date in respect of which the Issuer does not elect to defer all of the interest accrued in respect of the relevant Interest Period;
- (b) the date falling ten (10) Business Days after the date on which a Compulsory Payment Event has occurred;
- (c) the date, other than the Maturity Date, on which the Capital Securities fall due for redemption in accordance with Condition 12.2 (*Redemption at the Option of the Issuer*), Condition 12.3 (*Redemption for Taxation Reasons*), Condition 12.4 (*Redemption for Accounting Reasons*), Condition 12.5 (*Redemption due to a Replacing Capital Event*), Condition 12.6 (*Redemption due to a Change of Control Event*) or Condition 12.7 (*Redemption for a Minimum Outstanding Principal Amount*); and
- (d) the date on which an order is made for the winding-up, dissolution, liquidation, reconstruction (in Danish: *rekonstruktion*) or bankruptcy (in Danish: *konkurs*) of the Issuer (other than for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent, where the continuing entity assumes substantially all of the assets and obligations of the Issuer).

"Margin" means, in respect of each Interest Period commencing during the period from (and including) the First Call Date to (but excluding) the Maturity Date, the sum of the Initial Margin and the Step-up Margin.

"Maturity Date" means 22 September 2020.

"Minimum Trading Unit" has the meaning given to such term in Condition 3.1.2.

"Nasdaq Copenhagen" means the international marketplace for Danish securities operated by Nasdaq Copenhagen A/S, a limited liability company incorporated under the laws of Denmark, registered with the Danish Business Authority (in Danish: *Erhvervsstyrelsen*) under CVR-no. 19 04 26 77 and having its registered address at Nikolaj Plads 6, 1067 Copenhagen K, Denmark.

"Nominal Amount" has the meaning given to such term in Condition 3.1.2.

"Optional Deferral Notice" has the meaning given to such term in Condition 10.1 (*Optional Interest Deferral*).

"**Optional Redemption Notice**" has the meaning given to such term in Condition 12.2 (*Redemption at the Option of the Issuer*).

"**Optional Settlement Date**" has the meaning given to such term in Condition 11.1.1.

"**Outstanding Capital Securities**" mean any Capital Securities issued in accordance with these Conditions to the extent not redeemed or otherwise discharged.

"**Outstanding Payments**" has the meaning given to such term in Condition 10.5 (*Outstanding Payments*).

"**Parity Securities**" means, in respect of the Issuer, any securities or obligations issued or owed by the Issuer (including guarantees or indemnities given by the Issuer in respect of any securities or obligations issued or owed by other Group Companies) which rank, or by their terms are expressed to rank, *pari passu* with the Capital Securities.

"**Record Date**" means the relevant date according to the applicable regulations of the CSD with respect to (a) an Interest Payment Date; (b) a Redemption Date; or (c) another relevant due date accepted by the Agent or, in each case, such other Business Day falling prior to a relevant date if generally applicable on the Danish bond market.

"**Redemption Date**" means the date on which the relevant Capital Securities are to be redeemed or repurchased in accordance with Condition 12 (*Redemption and Purchase*).

"**Refinancing Proceeds**" means the net cash proceeds received (directly or indirectly) by the Issuer from any new equity or debt financing (whether by way of loan, bonds or other financial indebtedness) in the sole discretion of the Issuer.

"**Regulated Market**" means any regulated market (as defined in Directive 2014/65/EU on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU).

"**Replacing Capital Event**" means one or more issuances of equity by the Issuer during the period from (and including) the First Issue Date to (but excluding) the First Call Date the aggregate proceeds of which (net of commissions) is equal to or greater than the Total Nominal Amount **provided that** such proceeds have not been used, directly or indirectly, to repurchase or redeem, or make any payments in respect of, any Issuer Shares or Parity Securities.

"**Representative Register Order**" means the Danish Executive Order no. 1177 of 31 October 2017 on representatives in connection with bond issues (in Danish: *bekendtgørelse om repræsentanter i forbindelse med obligationsudstedelser*), as amended from time to time.

"**Reset Date**" means the First Call Date and thereafter each date which is the third anniversary of the First Call Date to (but excluding) the Maturity Date.

"**Reset Interest Rate**" for each Interest Period falling within the period from (and including) the First Call Date to (but excluding) the Maturity Date means the 3-Year Swap Rate for the relevant Reset Period in which the Interest Period falls plus the Margin, as determined by the Calculation Agent.

"**Reset Period**" means the period from (and including) the first Reset Date to (but excluding) the following Reset Date and thereafter each period from (and including) a Reset Date to (but excluding) the next subsequent Reset Date.

"**Reset Reference Banks**" means four (4) major banks in the European inter-bank market selected by the Calculation Agent (in consultation with the Issuer).

"**Securities Account**" means the account for dematerialised securities (in Danish: *værdipapirdepot*) maintained by the CSD pursuant to the Danish Capital Markets Act in which (a) an owner of such security is directly registered; or (b) an owner's holding of securities is registered in the name of a nominee.

"**Securityholder**" means the person who is registered on a Securities Account in the CSD as directly registered owner or nominee holder of a Capital Security.

"**Securityholders' Meeting**" means a meeting among the Securityholders held in accordance with Condition 17 (*Securityholders' Meeting*).

"**Senior Creditors**" means, in respect of the Issuer, all creditors of the Issuer other than creditors whose claims are in respect of:

- (a) the Capital Securities;
- (b) Parity Securities;
- (c) Subordinated Shareholder Funding; or
- (d) Issuer Shares.

"**Step-up Margin**" means 5.00% per annum.

"**Subordinated Shareholder Funding**" means any loans made after the First Issue Date to the Issuer by any Major Shareholder for the purposes of injecting additional cash into the Issuer **provided that**, for the avoidance of doubt, any investment made by a Major Shareholder in any Capital Securities, Parity Securities or senior debt securities of the Issuer shall not constitute Subordinated Shareholder Funding.

"**Subordination Letter**" means a subordination letter dated on or around the date of these Conditions and made between European Energy Holding ApS, MDP Invest ApS, JPZ Assistance ApS and the Agent.

"**Subsequent Capital Securities**" means any Capital Securities issued after the First Issue Date on one or more occasions in accordance with Condition 23 (*Further Issues*).

"**Subsidiary**" means a subsidiary undertaking (in Danish: *dattervirksomhed*) within the meaning of Section 5, no. 3 of the Danish Companies Act.

"**TARGET Day**" means any day when the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system launched on 19 November 2007 is open for settlement of payments in Euro.

"**Tax Event**" has the meaning given to such term in Condition 12.3.1.

"**Taxes**" has the meaning given to such term in Condition 13.1 (*Withholding or Deduction of Taxes*).

"**Total Nominal Amount**" means the total aggregate Nominal Amount of the Capital Securities outstanding at the relevant time.

"**Transaction Costs**" means all fees, legal costs and any other costs and expenses incurred by the Issuer or any other Group Company in connection with the issue of the Initial Capital Securities or, as applicable, any Subsequent Capital Securities and the listing of the Initial Capital Securities or, as applicable, any Subsequent Capital Securities on Nasdaq Copenhagen or any other Regulated Market.

"**Written Procedure**" means the written or electronic procedure for decision making among the Securityholders in accordance with Condition 18 (*Written Procedure*).

2.2 Construction.

2.2.1 Unless a contrary indication appears, any reference in these Conditions to:

- (a) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
- (b) a "**regulation**" includes any regulation, rule or official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and
- (c) a provision of law is a reference to that provision as amended or re-enacted.

2.2.2 In these Conditions:

- (a) terms used in the singular include the plural of such terms and *vice versa*;
- (b) Condition headings are for ease of reference only;
- (c) any reference to a Condition is a reference to such Condition of these Conditions;
- (d) an Event of Default is "**continuing**" if it has not been remedied or waived;
- (e) an event referred to in Condition 14.2 (*Breach of Obligations*) is "**continuing**" if it has not been remedied or waived; and
- (f) a notice shall be deemed to be sent by way of press release if it is made available to the public within Denmark promptly and in a non-discriminatory manner.

3 **FORM OF CAPITAL SECURITIES, ETC.**

3.1 Form of Capital Securities, Denomination and Nominal Amount.

3.1.1 The Capital Securities are issued in uncertificated and dematerialised book-entry form through the CSD. No physical notes will be issued.

3.1.2 The Capital Securities are denominated in EUR. The Capital Securities shall be registered in the CSD in multiples of EUR 1,000 (the "**Nominal Amount**"). All trades in the Capital

Securities as well as the initial subscription shall be in a minimum amount of EUR 100,000 (the "**Minimum Trading Unit**"). A Securityholder who, as a result of trading such amounts, holds an aggregate Nominal Amount which is less than the Minimum Trading Unit in its account with the relevant clearing system will not be able to sell the remainder of such holding without first purchasing a Nominal Amount of the Capital Securities at or in excess of the Minimum Trading Unit such that its holding amounts to the Minimum Trading Unit or above.

3.1.3 The ISIN code of the Capital Securities is DK0030470919.

3.2 Transferability and Title.

3.2.1 The Capital Securities are freely transferable, but the Securityholders may be subject to purchase or transfer restrictions with regard to the Capital Securities under Condition 3.1 (*Form of Capital Securities, Denomination and Nominal Amount*) or under laws to which a Securityholder may be subject. Each Securityholder must ensure compliance with such restrictions at its own cost and expense.

3.2.2 Legal title to the Capital Securities will pass by electronic registration in the book-entry system and register maintained by the CSD in accordance with the rules and procedures of the CSD from time to time. Each Securityholder shall (except as otherwise required by law) be treated as absolute owner for all purposes and no person shall be liable for so treating such Securityholder.

3.2.3 The Issuer and the Agent shall, to the extent permitted under applicable regulations and the rules and procedures of the CSD from time to time, have access on demand to static data and ownership of the Securityholders registered in the securities register.

3.2.4 The Issuer hereby irrevocably appoints each of the Agent and the Issuing Agent and such persons employed by the Agent and the Issuing Agent as its attorneys with full power and authority to independently obtain information directly from the register kept by the CSD in respect of the Capital Securities. The Issuer may not revoke any such power of attorney while the Capital Securities are outstanding unless directed by the Agent or unless consent thereto is given by the Securityholders. The Issuer shall without undue delay issue separate powers of attorney, if so requested by the CSD.

3.2.5 No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Capital Securities or the possession, circulation or distribution of any document or other material relating to the Issuer or the Capital Securities in any jurisdiction other than Denmark where action for that purpose is required. Each Securityholder must inform itself about, and observe, any applicable restrictions to the transfer of the Capital Securities.

4 **RIGHT TO ACT ON BEHALF OF A SECURITYHOLDER**

4.1 Power of Attorney. If any person other than a Securityholder wishes to exercise any rights under these Conditions, it must obtain a power of attorney or other proof of authorisation from the Securityholder or, if applicable, a successive, coherent chain of powers of attorney or other proofs of authorisation starting with the Securityholder and authorising such person or provide sufficient evidence of its holding approved by the Agent.

4.2 Third Party Representative. A Securityholder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Capital Securities held by it. Any such representative may act independently under these Conditions in relation to the Capital Securities for which such representative is entitled to represent the Securityholder and it may further delegate its right to represent the Securityholder by way of a further power of attorney.

4.3 Role of Agent. The Agent shall only have to examine the face of a power of attorney or other proof of authorisation that has been provided to it pursuant to Condition 4.1 (*Power of Attorney*) and Condition 4.2 (*Third Party Representative*) and may assume that it has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face.

5 STATUS OF CAPITAL SECURITIES

5.1 Status of Capital Securities. The Capital Securities constitute direct, unsecured and subordinated obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves.

5.2 Ranking of Capital Securities. The rights and claims of the Securityholders against the Issuer in respect of the Capital Securities shall, in the event of the winding-up, dissolution, liquidation, reconstruction (in Danish: *rekonstruktion*) or bankruptcy (in Danish: *konkurs*) of the Issuer and save for such exceptions as may be provided by applicable legislation, rank as follows:

- (a) behind the claims of Senior Creditors;
- (b) *pari passu* with the rights and claims of holders of Parity Securities; and
- (c) in priority only to:
 - (i) the rights and claims of any Major Shareholder in respect of any Subordinated Shareholder Funding only pursuant to the Subordination Letter; and
 - (ii) the rights and claims of holders of all Issuer Shares.

5.3 No Set-Off, etc. No Securityholder, who is in the event of the winding-up, dissolution, liquidation, reconstruction (in Danish: *rekonstruktion*) or bankruptcy (in Danish: *konkurs*) of the Issuer indebted to the Issuer, shall be entitled to exercise any right of set-off or counterclaim against moneys owed by the Issuer in respect of the Capital Securities held by such Securityholder.

6 USE OF PROCEEDS

The Issuer shall use the proceeds from the issue of the Initial Capital Securities and any Subsequent Capital Securities, in each case less the Transaction Costs, towards financing purposes that are in accordance with the Issuer's Green Bond Framework.

7 CONDITIONS FOR SETTLEMENT OF THE CAPITAL SECURITIES

7.1 Conditions Precedent for Settlement of Initial Capital Securities. The Issuer shall provide to the Agent no less than two (2) Business Days prior to the First Issue Date the

documents and other evidence set out in Schedule 1 (*Conditions Precedent for Settlement of Initial Capital Securities*).

- 7.2 Role of Agent. The Agent may assume that the documentation delivered to it pursuant to Condition 7.1 (*Conditions Precedent for Settlement of Initial Capital Securities*) is accurate, legally valid, correct and complete, unless it has actual knowledge that this is not the case, and the Agent does not have to verify the contents of any such documentation. The documentation and evidence delivered to the Agent pursuant to Condition 7.1 (*Conditions Precedent for Settlement of Initial Capital Securities*) are not reviewed by the Agent from a legal or commercial perspective on behalf of the Securityholders.
- 7.3 Settlement. When the conditions in Condition 7.1 (*Conditions Precedent for Settlement of Initial Capital Securities*) have been fulfilled to the satisfaction of the Agent (acting reasonably), the Agent shall without undue delay confirm in writing to the Issuing Agent, that the Issuing Agent may procure the settlement of the Initial Capital Securities by way of transfer of the proceeds to an account as instructed by the Issuer.
- 7.4 Conditions Precedent for Settlement of Subsequent Capital Securities. The proceeds from any Subsequent Capital Securities shall be transferred to the Issuer once the Issuer has provided to the Agent a copy of a resolution of the board of directors or other persons authorised to exercise the relevant powers of the Issuer approving the issue of the Subsequent Capital Securities. The Agent shall confirm in writing to the Issuing Agent when the conditions in this Condition 7.4 have been fulfilled to the satisfaction of the Agent (acting reasonably), after which the Issuing Agent shall procure the settlement of the Subsequent Capital Securities and transfer the proceeds to an account as instructed by the Issuer. The Agent and the Issuer shall prepare an addendum to these Conditions evidencing the terms of each issue of any Subsequent Capital Securities.

8 INTEREST

- 8.1 Interest and Interest Payment Dates.
- 8.1.1 Each Initial Capital Security carries interest at the Initial Interest Rate from (and including) the First Issue Date up to (but excluding) the First Call Date (or earlier Redemption Date in accordance with Condition 8.3 (*Cessation of Interest Accrual*)). Any Subsequent Capital Security carries interest at the Initial Interest Rate from (but excluding) the Interest Payment Date falling immediately prior to its issuance up to (but excluding) the First Call Date (or earlier Redemption Date in accordance with Condition 8.3 (*Cessation of Interest Accrual*)).
- 8.1.2 From (and including) the First Call Date to (but excluding) the next subsequent Reset Date and thereafter from (and including) each Reset Date to (but excluding) the next subsequent Reset Date and from (and including) the last Reset Date prior to the Maturity Date to (but excluding) the Maturity Date, each Capital Security bears interest at the relevant Reset Interest Rate for the relevant Interest Period (or earlier Redemption Date in accordance with Condition 8.3 (*Cessation of Interest Accrual*)).
- 8.1.3 During each period referred to in Condition 8.1.1 and Condition 8.1.2, interest on the Capital Securities is scheduled to be paid annually in arrears on 22 September each year (each an "**Interest Payment Date**") with the first Interest Payment Date being 22

September 2021, and will be due and payable in accordance with Condition 10 (*Cumulative Optional Interest Deferral*) and Condition 11 (*Settlement of Outstanding Payments*). If any Interest Payment Date would otherwise fall on a day which is not a Business Day, the relevant payment shall be made on the next day which is a Business Day. No further interest or other payment will accrue or be made as a consequence of the postponement.

- 8.2 Calculation of Interest. Where interest is to be calculated in respect of any period (from (and including) the first such day to (but excluding) the last) (the "**Calculation Period**") which is equal to or shorter than the Determination Period during which it falls, the day count fraction used will be calculated on the basis of the number of days in the Calculation Period divided by the number of days in such Determination Period (Act/Act), where "**Determination Period**" means each period from (and including) 22 September in any year, to (but excluding) the next 22 September. For the avoidance of doubt, the first Determination Period will be period from and including 22 September 2020 to but excluding 22 September 2021.
- 8.3 Cessation of Interest Accrual. Each Capital Security will cease to bear interest from (and including) the due date for redemption thereof unless payment of principal is improperly withheld or refused. In such event, it shall continue to bear interest in accordance with this Condition 8 (both before and after judgment) until the day on which all sums due in respect of such Capital Security up to that day are received by or on behalf of the relevant Securityholder.
- 8.4 Determination or Calculation by Agent. Without prejudice and subject to Clause 8.5 (*Reset Reference Banks and Calculation Agent*), if the Calculation Agent, at any time for any reason, does not determine the relevant Reset Interest Rate for any Interest Period, the Agent (or an agent appointed by it) may do so without liability therefor and any such determination shall be deemed to have been made by the Calculation Agent. In doing so, the Agent (or such agent appointed by it) shall apply the provisions of this Clause 8 with any necessary or consequential amendments to the extent that the Agent (in its opinion) is able to do so and in such manner as the Agent shall deem fair and reasonable having regard to all circumstances.
- 8.5 Reset Reference Banks and Calculation Agent. The Issuer will procure that, so long as any Capital Security is outstanding, there shall at all times be identified a number of Reset Reference Banks (where the relevant Reset Interest Rate, as applicable, is to be calculated by reference to them) and a Calculation Agent for the purposes of the Capital Securities. If any such bank (acting through its relevant office) is unable or unwilling to continue to act as a Reset Reference Bank, the Issuer shall (after consultation with the Agent) appoint another leading bank engaged in the Euro-zone interbank market to act as such in its place. If the Calculation Agent is unable or unwilling to continue to act as Calculation Agent or if the Calculation Agent fails to establish the relevant Reset Interest Rate for any Reset Period, the Issuer shall (after consultation with the Agent unless the Calculation Agent is the same legal entity as the Agent) appoint a recognised bank or other entity with presence in the Nordic markets to act as such in its place. The

Calculation Agent may not resign its duties without a successor having been so appointed.

- 8.6 Notifications etc. to be binding. All notifications, opinions, determinations, certifications, conditions, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 8, whether by the Calculation Agent or the Agent (or its agent), shall (in the absence of wilful default, fraud or manifest error) be binding on the Issuer, the Calculation Agent, the Agent, the Issuing Agent and on all Securityholders and (in the absence of the aforesaid) no liability to the Securityholders or the Issuer shall attach to the Calculation Agent or the Agent in connection with the exercise or non-exercise by them of any of their powers, duties or discretions.

9 PAYMENTS

- 9.1 Payments of Principal and Interest. Payments of principal, interest and any other amounts in respect of the Capital Securities shall be made to such person who is registered as a Securityholder on the Record Date prior to an Interest Payment Date, Redemption Date or other relevant due date, or to such other person who is registered with the CSD on such date as being entitled to receive the relevant payment, repayment or repurchase amount.
- 9.2 Payments Effected by CSD. If a Securityholder has registered, through an Account Operator, that principal, interest and any other payment to be made under these Conditions shall be deposited in a certain bank account, such deposits will be effected by the CSD on the relevant payment date. Should the CSD, due to a delay on behalf of the Issuer or some other obstacle, not be able to effect payments as aforesaid, the Issuer shall procure that such amounts are paid to the persons who are registered as Securityholders on the relevant Record Date as soon as possible after such obstacle has been removed.
- 9.3 Obstacles for CSD and the Issuing Agent. If, due to any obstacle for the CSD or the Issuing Agent, the Issuer cannot make a payment or repayment, such payment or repayment may be postponed until the obstacle has been removed, and the Securityholders shall not be entitled to any further interest or other payment in respect of such delay.
- 9.4 Good Discharge. If payment or repayment is made in accordance with this Condition 9, the Issuer and the CSD shall be deemed to have fulfilled their obligation to pay, irrespective of whether such payment was made to a person not entitled to receive such amount.
- 9.5 Payments subject to Fiscal Laws. All payments in respect of the Capital Securities are subject in all cases to (a) any applicable fiscal or other laws and regulations; and (b) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), or otherwise imposed pursuant to Section 1471 through 1474 of the Code and any regulations or agreements thereunder or official interpretations thereof ("**FATCA**") or any law implementing an intergovernmental approach to FATCA, but without prejudice to the provisions of Condition 13 (*Taxation*). No commissions or expenses shall be charged to the Securityholders in respect of such payments.

- 9.6 Payments on Business Days. If the due date for payment of any amount in respect of any Capital Security is not a Business Day, the payment shall be postponed to the following Business Day, and the Securityholders shall not be entitled to any further interest or other payment in respect of such delay.

10 CUMULATIVE OPTIONAL INTEREST DEFERRAL

- 10.1 Optional Interest Deferral. Interest which accrues during an Interest Period ending on (but excluding) an Interest Payment Date will be due and payable on that Interest Payment Date unless the Issuer, by giving notice to the Agent, the Calculation Agent and the Securityholders in accordance with Condition 25 (*Notices*) not less than fifteen (15) Business Days prior to the relevant Interest Payment Date (an "**Optional Deferral Notice**"), elects to defer the relevant interest payment in whole, but not in part.
- 10.2 No Obligation to Pay. If the Issuer elects not to pay accrued interest on an Interest Payment Date, it will not have any obligation to pay interest on such Interest Payment Date.
- 10.3 Deferred Payment. Each interest payment that is not due and payable in accordance with this Condition 10 due to an election made by the Issuer shall be referred to as a "**Deferred Payment**". Any such Deferred Payment will bear interest at the then current rate of interest on the Capital Securities from (and including) the Interest Payment Date on which such Deferred Payment would otherwise than by reason of the operation of this Condition 10 become due to (but excluding) the date on which the Deferred Payment is satisfied in accordance with Condition 11 (*Settlement of Outstanding Payments*) or cancelled in accordance with the second sentence of Condition 12.1 (*Maturity Date*). The non-payment of any interest deferred by the giving of any Optional Deferral Notice in respect thereof shall not constitute an Event of Default or otherwise constitute a default of the Issuer or any other breach of its obligations under the Capital Securities or for any other purpose or be subject to enforcement in accordance with Condition 14 (*Event of Default*) until such time as such interest shall have become due under Condition 11 (*Settlement of Outstanding Payments*) and remain unpaid.
- 10.4 Accumulation of Deferred Payments. If there are several amounts of Deferred Payment they shall accumulate until paid in full on the Optional Settlement Date.
- 10.5 Outstanding Payments. The amount of any Deferred Payments, together with any interest accrued thereon, shall constitute "**Outstanding Payments**" from the day following the Interest Payment Date on which such Deferred Payment would have become due if the interest had not been deferred pursuant to this Condition 10.

11 SETTLEMENT OF OUTSTANDING PAYMENTS

- 11.1 Optional Settlement of Outstanding Payments.
- 11.1.1 The Issuer will be entitled to pay Outstanding Payments in whole (but not in part) at any time by giving notice to the Agent, the Calculation Agent and the Securityholders in accordance with Condition 25 (*Notices*) not less than fifteen (15) Business Days prior to the date fixed by the Issuer for such payment (the "**Optional Settlement Date**") which notice may be conditional upon the Issuer's receipt of Refinancing Proceeds in the amount required for the Issuer to pay such Outstanding Payments, but shall be

irrevocable, and shall specify (a) the amount of Outstanding Payments to be paid; and (b) the Optional Settlement Date.

- 11.1.2 Upon a notice being given under Condition 11.1.1 and the relevant conditions set out therein, if any, being satisfied, the amount of Outstanding Payments specified in the relevant notice will become due and payable to the Securityholders recorded in the CSD on the relevant Record Date designated in accordance with the rules of the CSD from time to time in respect of a payment on the Optional Settlement Date and the Issuer shall pay such amount of Outstanding Payments on the specified Optional Settlement Date.
- 11.2 Mandatory Settlement of Outstanding Payments. The Issuer must pay all Outstanding Payments (in whole but not in part) then outstanding on any Mandatory Settlement Date.

12 REDEMPTION AND PURCHASE

- 12.1 Maturity Date. If not redeemed or purchased and cancelled earlier, the Total Nominal Amount of the Capital Securities will be redeemed on the Maturity Date at their principal amount together with accrued interest in respect of the Interest Period ending on (but excluding) the Maturity Date. Any Outstanding Payments shall automatically be cancelled on the Maturity Date. The Capital Securities may not be redeemed at the option of the Issuer other than in accordance with this Condition 12.
- 12.2 Redemption at the Option of the Issuer. On giving not less than thirty (30) nor more than sixty (60) days' notice (an "**Optional Redemption Notice**") to the Securityholders (which notice may be conditional upon the Issuer's receipt of Refinancing Proceeds in the amount required for the Issuer to effect such redemption and payment of any Outstanding Payments, but shall be irrevocable) in accordance with Condition 25 (*Notices*), the Issuer may redeem all, but not some only, of the Capital Securities on the First Call Date or on any Interest Payment Date thereafter as specified in the Optional Redemption Notice at their principal amount together with interest accrued to (but excluding) the relevant call date and any Outstanding Payments.
- 12.3 Redemption for Taxation Reasons.
- 12.3.1 The Capital Securities may be redeemed at the option of the Issuer in whole, but not in part, at any time on giving not less than thirty (30) nor more than sixty (60) days' notice to the Securityholders (which notice may be conditional upon the Issuer's receipt of Refinancing Proceeds in the amount required for the Issuer to effect such redemption and payment of any Outstanding Payments, but shall be irrevocable) in accordance with Condition 25 (*Notices*), if:
- (a) the Issuer is satisfied immediately prior to the giving of such notice based on the receipt by the Issuer of an opinion of a recognised tax counsel or tax adviser appointed by the Issuer (at the Issuer's expense) that:
- (i) the Issuer either has or will become obliged to pay Additional Amounts as provided or referred to in Condition 13 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of the Kingdom of Denmark or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or

after the First Issue Date, in which case the Issuer will be entitled to redeem each Capital Security at its principal amount together with interest accrued to (but excluding) the date fixed for redemption and any Outstanding Payments; or

- (ii) the Issuer's treatment of items of expense with respect to the Capital Securities as deductible interest expense for Danish tax purposes as reflected on the tax returns (including estimated returns) filed (or to be filed) by the Issuer will not be respected by a taxing authority, which subjects the Issuer to more than a *de minimis* amount of additional taxes, duties or governmental charges, in which case the Issuer will be entitled to redeem the Capital Securities:
 - (A) prior to the First Call Date, at their Early Redemption Amount together with interest accrued to but excluding the date fixed for redemption and any Outstanding Payments; and
 - (B) on or after the First Call Date at their principal amount together with interest accrued to but excluding the date fixed for redemption and any Outstanding Payments,

each event referred to in paragraph (i) and (ii) above being a "**Tax Event**", and

- (b) such Tax Event cannot be avoided by the Issuer taking reasonable measures available to it without incurring material costs,

provided that no such notice of redemption shall be given earlier than ninety (90) days prior to the earliest date on which the Issuer would be obliged to pay such Additional Amounts were a payment in respect of the Capital Securities then due.

12.3.2 Any notice of redemption pursuant to this Condition 12.3 shall include a description by the Issuer of the basis for:

- (a) the occurrence of a Tax Event; and
- (b) that the obligation referred to in paragraph (a) of Condition 12.3.1 cannot be avoided by the Issuer taking reasonable measures available to it without incurring material costs.

12.4 Redemption for Accounting Reasons. The Capital Securities may be redeemed at the option of the Issuer in whole, but not in part, at any time on giving not less than thirty (30) nor more than sixty (60) days' notice to the Securityholders (which notice may be conditional upon the Issuer's receipt of Refinancing Proceeds in the amount required for the Issuer to effect such redemption and payment of any Outstanding Payments, but shall be irrevocable) in accordance with Condition 25 (*Notices*):

- (a) prior to the First Call Date, at their Early Redemption Amount together with interest accrued to (but excluding) the date fixed for redemption and any Outstanding Payments; and
- (b) on or after the First Call Date, at their principal amount together with interest accrued to (but excluding) the date fixed for redemption and any Outstanding Payments,

if a recognised accountancy firm, acting upon instructions of the Issuer (and at the Issuer's expense), has delivered an opinion to the Issuer stating that as a result of a change in IFRS as adopted by the European Union (or the application thereof) since the First Issue Date the full amount of the proceeds of the Capital Securities may not or may no longer be recognised in "equity" in the consolidated financial statements of the Issuer pursuant to the Accounting Principles or any other accounting principles that may replace the Accounting Principles for the purposes of preparing the annual consolidated financial statements of the Issuer.

- 12.5 Redemption due to a Replacing Capital Event. Upon the occurrence of a Replacing Capital Event, the Issuer may, if it gives not less than thirty (30) nor more than sixty (60) days' notice to the Securityholders (which notice may be conditional upon the Issuer's receipt of Refinancing Proceeds in the amount required for the Issuer to effect such redemption and payment of any Outstanding Payments, but shall be irrevocable) in accordance with Condition 25 (*Notices*), redeem the Capital Securities in whole, but not in part, at any time after the occurrence of such event, at 103.00% of their principal amount together with interest accrued to (but excluding) the date fixed for redemption and any Outstanding Payments.
- 12.6 Redemption due to a Change of Control Event.
- 12.6.1 Upon the occurrence of a Change of Control Event, the Capital Securities may be redeemed at the option of the Issuer in whole, but not in part, at any time on giving not less than thirty (30) nor more than sixty (60) days' notice to the Securityholders (which notice may be conditional upon the Issuer's receipt of Refinancing Proceeds in the amount required for the Issuer to effect such redemption and payment of any Outstanding Payments, but shall be irrevocable) in accordance with Condition 25 (*Notices*):
- (a) prior to the First Call Date, at their Early Redemption Amount together with interest accrued to (but excluding) the date fixed for redemption and any Outstanding Payments; and
 - (b) on or after the First Call Date, at their principal amount together with interest accrued to (but excluding) the date fixed for redemption and any Outstanding Payments.
- 12.6.2 If the notice referred to in Condition 12.6.1 is not published within sixty (60) days of the Change of Control Event occurring, the Issuer will notify the Securityholders, no later than sixty (60) days following the effective Change of Control Event specifying the nature of the Change of Control Event, the circumstances giving rise to it and the date on which it became effective.
- 12.6.3 If, after the occurrence of a Change of Control Event, the Issuer has not redeemed the Capital Securities within sixty (60) days after the date of the Change of Control Event, the Interest Rate applicable to the Capital Securities (including any amount of current or future Deferred Payments) shall be increased by an additional margin of 5.00% per annum. This increase shall become effective on the date which is sixty (60) days after the date of the Change of Control Event.

- 12.7 Redemption for a Minimum Outstanding Principal Amount. The Capital Securities may be redeemed at the option of the Issuer in whole, but not in part, at any time on giving not less than thirty (30) nor more than sixty (60) days' notice to the Securityholders (which notice may be conditional upon the Issuer's receipt of Refinancing Proceeds in the amount required for the Issuer to effect such redemption and payment of any Outstanding Payments, but shall be irrevocable) in accordance with Condition 25 (*Notices*) at their principal amount (together with interest accrued to (but excluding) the date fixed for redemption and any Outstanding Payments), if the Issuer and/or any other Group Company has purchased and holds Capital Securities with an aggregate principal amount equal to or greater than 80.00% of the Total Nominal Amount of the Capital Securities.
- 12.8 Notice of Redemption. Where a notice of redemption is given under this Condition 12, all Capital Securities shall be redeemed on the date specified in such notice in accordance with this Condition 12.
- 12.9 Issuer's Purchase of Capital Securities. The Issuer and any other Group Company may purchase and hold Capital Securities at any time subsequent to the First Issue Date and such Capital Securities may be retained or sold (but may not be cancelled) in the Issuer's sole discretion.

13 TAXATION

- 13.1 Withholding or Deduction of Taxes. All payments in respect of the Capital Securities by or on behalf of the Issuer shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed or levied by or on behalf of the Kingdom of Denmark or any political subdivision of, or any authority in or of the Kingdom of Denmark having power to tax, unless withholding or deduction of the Taxes is required by Danish law.
- 13.2 Payment of Additional Amounts. If withholding or deduction of Taxes is required by Danish law, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the Securityholders after withholding or deduction shall equal the respective amounts which would have been receivable in respect of the Capital Securities in the absence of withholding or deduction (such amounts being "**Additional Amounts**"), except that no Additional Amounts shall be payable in relation to any payment in respect of any Capital Securities to, or to a third party on behalf of, a Securityholder who is liable to Taxes in respect of the Capital Securities by reason of having some connection with the Kingdom of Denmark other than the mere holding of the Capital Securities.

14 EVENT OF DEFAULT

- 14.1 Default and Liquidation.
- 14.1.1 Subject to Condition 10 (*Cumulative Optional Interest Deferral*), if the Issuer fails to pay any interest on any of the Capital Securities when due (an "**Event of Default**"), the Agent (acting on instructions of the Securityholders in accordance with these Conditions) may, **provided that** the Event of Default is still continuing, by written notice addressed to the Issuer, take such steps or actions or institute proceedings to obtain payment of the amounts due or take such steps or actions or institute proceedings in the Kingdom

of Denmark (but not elsewhere) for the bankruptcy (in Danish: *konkurs*) of the Issuer **provided that** no amount in respect of the Capital Securities shall, as a result of such proceedings, be or become payable sooner than the same would otherwise have been payable by the Issuer had no such proceedings been instituted.

- 14.1.2 On a bankruptcy (in Danish: *konkurs*) of the Issuer, a Securityholder may, either independently or through the Agent, claim for an amount equal to the principal amount of any Capital Security held by it plus all accrued but unpaid interest in respect of the then current Interest Period and Outstanding Payments, if any, subject to Condition 5 (*Status of Capital Securities*).
- 14.2 Breach of Obligations. Subject to Condition 10 (*Cumulative Optional Interest Deferral*), the Agent (acting on the instructions of the Securityholders in accordance with these Conditions) may institute such steps, actions or proceedings against the Issuer as it may think fit to enforce any obligation, condition, undertaking or provision binding on the Issuer under these Conditions (other than as provided in Condition 14.1 (*Default and Liquidation*)) **provided that** and without prejudice to Condition 14.1.2, the Issuer shall not by virtue of the institution of any such steps, actions or proceedings be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it. Notwithstanding this Condition 14.2 or any other provision of these Conditions, any failure by the Issuer to comply with the Green Bond Framework as set out in Condition 6 (*Use of Proceeds*) shall not constitute a breach of any obligation, condition, undertaking or provision binding on the Issuer under these Conditions.
- 14.3 Other Remedies and Rights of Securityholders. No remedy against the Issuer, other than the institution of the steps, actions or proceedings by the Agent or (to the extent expressly provided for) the Securityholders referred to in Condition 14.1 (*Default and Liquidation*) and Condition 14.2 (*Breach of Obligations*) or the proving or claiming in any winding-up, dissolution, liquidation, reconstruction (in Danish: *rekonstruktion*) or bankruptcy (in Danish: *konkurs*) of the Issuer, shall be available to the Agent or the Securityholders, whether for the recovery of amounts owing in respect of the Capital Securities or in respect of any breach by the Issuer of any other obligation, condition, undertaking or provision binding on it under the Capital Securities **provided that** the proviso to Condition 14.2 (*Breach of Obligations*) shall apply to this Condition 14.3 and includes reference to proving or claiming in the winding-up, dissolution, liquidation, reconstruction (in Danish: *rekonstruktion*) or bankruptcy (in Danish: *konkurs*) of the Issuer.

15 ENFORCEMENT

At any time after the Capital Securities become due and payable, and subject to Condition 14 (*Event of Default*), the Agent (acting on the instructions of the Securityholders in accordance with these Conditions) may institute such steps, actions or proceedings against the Issuer as it may think fit to enforce the terms of these Conditions.

16 DECISION BY SECURITYHOLDERS

- 16.1 Agent's Request. A request by the Agent for a decision by the Securityholders on a matter relating to these Conditions shall (at the option of the Agent) be dealt with at a Securityholders' Meeting or by way of a Written Procedure.

- 16.2 Issuer's or Securityholders' Request. Any request from the Issuer or a Securityholder or Securityholders representing at least 10.00% of the Adjusted Nominal Amount (**provided that** such request may only be validly made by a person who is a Securityholder on the Business Day immediately following the day on which the request is received by the Agent and shall, if made by several Securityholders, be made by them jointly) for a decision by the Securityholders on a matter relating to these Conditions shall be directed to the Agent and dealt with at a Securityholders' Meeting or by way of a Written Procedure, as determined by the Agent. The person requesting the decision may suggest the form for decision making, but if it is in the Agent's opinion more appropriate that a matter is dealt with at a Securityholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Securityholders' Meeting.
- 16.3 Agent's Right to Refrain from Convening a Securityholders' Meeting. The Agent may refrain from convening a Securityholders' Meeting or instigating a Written Procedure if (a) the suggested decision must be approved by any person in addition to the Securityholders and such person has informed the Agent that an approval will not be given; or (b) the suggested decision is not in accordance with applicable laws.
- 16.4 Failure by Agent to Convene a Securityholders' Meeting. Should the Agent not convene a Securityholders' Meeting or instigate a Written Procedure in accordance with these Conditions, without Condition 16.3 (*Agent's Right to Refrain from Convening a Securityholders' Meeting*) being applicable, the Issuer or the Securityholder(s) requesting a decision by the Securityholders may convene such Securityholders' Meeting or instigate such Written Procedure, as the case may be, instead. If the requesting person is a Securityholder, the Issuer or the Agent shall upon request from such Securityholder liaise with the CSD for the purpose of the CSD sending notice of such Securityholders' Meeting to the Securityholders. The Agent may send notices directly to the Securityholders. If no person to open the Securityholders' Meeting has been appointed by the Agent, the meeting shall be opened by a person appointed by the requesting person.
- 16.5 Issuer Convening Securityholders' Meeting.
- (a) Should the Issuer want to replace the Agent, it may (a) convene a Securityholders' Meeting in accordance with Condition 17.1 (*Securityholders' Meeting Convened by Agent*); or (b) instigate a Written Procedure by sending communication in accordance with Condition 18.1 (*Written Procedure Instigated by Agent*), in both cases with a copy to the Agent.
 - (b) After a request from the Securityholders pursuant to Condition 20.4.3, the Issuer shall no later than ten (10) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Securityholders' Meeting in accordance with Condition 17.1 (*Securityholders' Meeting Convened by Agent*). The Issuer shall inform the Agent before a notice for a Securityholders' Meeting or communication relating to a Written Procedure where the Agent is proposed to be replaced is sent and shall, on the request of the Agent, append information from the Agent together with the notice or the communication.
- 16.6 Securityholders Entitled to Vote. Only a person who is registered as a Securityholder, or who has been provided with a power of attorney pursuant to Condition 4 (*Right to Act*

on Behalf of a Securityholder) from a person who is registered as a Securityholder, at the following times:

- (a) on the Business Day specified in the notice pursuant to Condition 17.2 (*Content of Notice*), in respect of a Securityholders' Meeting, or
- (b) on the Business Day specified in the communication pursuant to Condition 18.2 (*Content of Communication*), in respect of a Written Procedure,

may exercise voting rights as a Securityholder at such Securityholders' Meeting or in such Written Procedure **provided that** the relevant Capital Securities are included in the definition of Adjusted Nominal Amount.

16.7 Qualified Majority Matters. The following matters shall require the consent of Securityholders representing at least two thirds (2/3) of the Adjusted Nominal Amount for which Securityholders are voting at a Securityholders' Meeting or for which Securityholders reply in a Written Procedure in accordance with the instructions given pursuant to Condition 18.2 (*Content of Communication*):

- (a) a change to the terms of Condition 5 (*Status of Capital Securities*);
- (b) a reduction of the amount payable upon the redemption or repurchase of any Capital Security pursuant to Condition 12 (*Redemption and Purchase*) other than as permitted or required by these Conditions;
- (c) a change to the interest rate or the Nominal Amount of the Capital Securities other than as permitted or required by these Conditions;
- (d) a change to the terms dealing with the requirements for Securityholders' consent set out in this Condition 16.7;
- (e) a change of Issuer, an extension of the tenor of the Capital Securities or any delay of the due date for payment of any principal or interest on the Capital Securities other than as permitted pursuant to Condition 10 (*Cumulative Optional Interest Deferral*) or otherwise as permitted or required by these Conditions;
- (f) a mandatory exchange of the Capital Securities for other securities; and
- (g) early redemption of the Capital Securities, other than upon an acceleration of the Capital Securities pursuant to Condition 14 (*Event of Default*) or as otherwise permitted or required by these Conditions.

16.8 Simple Majority Matters. Any matter not covered by Condition 16.7 (*Qualified Majority Matters*) shall require the consent of Securityholders representing more than 50.00% of the Adjusted Nominal Amount for which Securityholders are voting at a Securityholders' Meeting or for which Securityholders reply in a Written Procedure in accordance with the instructions given pursuant to Condition 18.2 (*Content of Communication*). This includes, but is not limited to, any amendment to, or waiver of, the terms of these Conditions that does not require a higher majority.

16.9 Quorum. Quorum at a Securityholders' Meeting or in respect of a Written Procedure only exists if a Securityholder or Securityholders representing at least 50.00% of the Adjusted

Nominal Amount in case of a matter pursuant to Condition 16.7 (*Qualified Majority Matters*) and otherwise 20.00% of the Adjusted Nominal Amount:

- (a) if at a Securityholders' Meeting, attend the meeting in person or by telephone conference (or appear through duly authorised representatives); or
- (b) if in respect of a Written Procedure, reply to the request.

If a quorum exists for some but not all of the matters to be dealt with at a Securityholders' Meeting or by a Written Procedure, decisions may be taken in the matters for which quorum exists.

- 16.10 Second Securityholders' Meeting. If a quorum does not exist at a Securityholders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Securityholders' Meeting (in accordance with Condition 17.1 (*Securityholders' Meeting Convened by Agent*)) or initiate a second Written Procedure (in accordance with Condition 18.1 (*Written Procedure Instigated by Agent*)), as the case may be, **provided that** the person(s) who initiated the procedure for Securityholders' consent has confirmed that the relevant proposal has not been withdrawn. For the purposes of a second Securityholders' Meeting or second Written Procedure pursuant to this Condition 16.10, the date of request of the second Securityholders' Meeting pursuant to Condition 17.1 (*Securityholders' Meeting Convened by Agent*) or second Written Procedure pursuant to Condition 18.1 (*Written Procedure Instigated by Agent*), as the case may be, shall be deemed to be the relevant date when the quorum did not exist. The quorum requirement in Condition 16.9 (*Quorum*) shall not apply to such second Securityholders' Meeting or Written Procedure.
- 16.11 Issuer or Agent Matters. Any decision which extends or increases the obligations of the Issuer or the Agent, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Agent, under these Conditions shall be subject to the Issuer's or the Agent's consent, as appropriate.
- 16.12 Exercise of Voting Rights. A Securityholder holding more than one Capital Security need not use all its votes or cast all the votes to which it is entitled in the same way and may in its discretion use or cast some of its votes only.
- 16.13 Consent Fees. The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Securityholder for or as inducement to any consent under these Conditions, unless such consideration is offered to all Securityholders that consent at the relevant Securityholders' Meeting or in a Written Procedure within the time period stipulated for the consideration to be payable or the time period for replies in the Written Procedure, as the case may be.
- 16.14 Decisions Binding. A matter decided at a duly convened and held Securityholders' Meeting or by way of Written Procedure is binding on all Securityholders, irrespective of them being present or represented at the Securityholders' Meeting or responding in the Written Procedure. The Securityholders that have not adopted or voted for a decision shall not be liable for any damages that this may cause other Securityholders.
- 16.15 Costs and Expenses. All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Securityholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.

- 16.16 Capital Securities Held by Group Companies. If a decision shall be taken by the Securityholders on a matter relating to these Conditions, the Issuer shall promptly at the request of the Agent provide the Agent with a certificate specifying the number of Capital Securities owned by Group Companies or (to the knowledge of the Issuer) Affiliates of the Issuer, irrespective of whether such person is directly registered as owner of such Capital Securities. The Agent shall not be responsible for the accuracy of such certificate or otherwise be responsible to determine whether a Capital Security is owned by a Group Company or an Affiliate of the Issuer.
- 16.17 Information about Decisions. Information about decisions taken at a Securityholders' Meeting or by way of a Written Procedure shall promptly be sent by notice to the Securityholders and published on the websites of the Issuer and the Agent **provided that** a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Securityholders' Meeting or Written Procedure shall at the request of a Securityholder be sent to it by the Agent.

17 SECURITYHOLDERS' MEETING

- 17.1 Securityholders' Meeting Convened by Agent. The Agent shall convene a Securityholders' Meeting as soon as practicable and in any event no later than five (5) Business Days after receipt of a valid request from the Issuer or the Securityholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a notice thereof to each person who is registered as a Securityholder on a date selected by the Agent which falls no more than five (5) Business Days prior to the date on which the notice is sent.
- 17.2 Content of Notice. The notice pursuant to Condition 17.1 (*Securityholders' Meeting Convened by Agent*) shall include the (a) time for the meeting; (b) place for the meeting; (c) agenda for the meeting (including each request for a decision by the Securityholders); (d) Business Day on which a person must be a Securityholder in order to exercise Securityholders' rights at the Securityholders' Meeting; and (e) a form of power of attorney. Only matters that have been included in the notice may be resolved upon at the Securityholders' Meeting. Should prior notification by the Securityholders be required in order to attend the Securityholders' Meeting, such requirement shall be included in the notice.
- 17.3 Time of Securityholders' Meeting. The Securityholders' Meeting shall be held no earlier than fifteen (15) Business Days and no later than thirty (30) Business Days from the notice.
- 17.4 Attendees at a Securityholders' Meeting. At a Securityholders' Meeting, the Issuer, the Securityholder (or the Securityholders' representatives/proxies) and the Agent may attend along with each of their representatives, counsels and assistants. Further, the directors, the managing director and other officials of the Issuer and the Issuer's auditors may attend the Securityholders' Meeting. The Securityholders' Meeting may decide that further individuals may attend. If a representative/proxy shall attend the Securityholders' Meeting instead of the Securityholder, the representative/proxy shall present a duly executed proxy or other document establishing its authority to represent the Securityholder.

- 17.5 Agent. Without amending or varying these Conditions, the Agent may prescribe such further regulations regarding the convening and holding of a Securityholders' Meeting as the Agent may deem appropriate. Such regulations may include a possibility for Securityholders to vote without attending the meeting in person.

18 WRITTEN PROCEDURE

- 18.1 Written Procedure Instigated by Agent. The Agent shall instigate a Written Procedure as soon as practicable and in any event no later than five (5) Business Days after receipt of a request from the Issuer or the Securityholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a communication to each such person who is registered as a Securityholder on the a date selected by the Agent.

- 18.2 Content of Communication. A communication pursuant to Condition 18.1 (*Written Procedure Instigated by Agent*) shall include (a) each request for a decision by the Securityholders; (b) a description of the reasons for each request; (c) a specification of the Business Day on which a person must be registered as a Securityholder in order to be entitled to exercise voting rights; (d) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney; and (e) the stipulated time period within which the Securityholder must reply to the request (such time period to last at least fifteen (15) Business Days from the communication pursuant to Condition 18.1 (*Written Procedure Instigated by Agent*)). If the voting shall be made electronically, instructions for such voting shall be included in the communication.

- 18.3 Adoption of Decisions. When the requisite majority consents of the total Adjusted Nominal Amount pursuant to Condition 16.7 (*Qualified Majority Matters*) and Condition 16.8 (*Simple Majority Matters*) have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Condition 16.7 (*Qualified Majority Matters*) and Condition 16.8 (*Simple Majority Matters*) as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

19 AMENDMENTS AND WAIVERS

- 19.1 Amendments and Waivers. The Issuer and the Agent (acting on behalf of the Securityholders, but (except as set out in paragraph (e) below) without further consent of the Securityholders) may amend these Conditions or waive any provision in these Conditions, and any such amendment or waiver shall be binding on the Securityholders **provided that:**

- (a) such amendment or waiver is made for the purpose of correcting obvious errors and mistakes;
- (b) such amendment or waiver is not detrimental to the interests of the Securityholders;
- (c) such amendment or waiver is made solely to facilitate any issue of Subsequent Capital Securities in accordance with these Conditions;
- (d) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or

- (e) such amendment or waiver has been duly approved by the Securityholders in accordance with Condition 16 (*Decision by Securityholders*).
- 19.2 Approval of Substance Only. The consent of the Securityholders is not necessary to approve the particular form of any amendment to these Conditions. It is sufficient if such consent approves the substance of the amendment.
- 19.3 Notification of Amendments. The Agent shall promptly notify the Securityholders of any amendments or waivers made in accordance with Condition 19.1 (*Amendments and Waivers*), setting out the date from which the amendment or waiver will be effective. Any amendments to these Conditions shall be published on the websites of the Issuer and the Agent. The Issuer shall ensure that any amendments to these Conditions are duly registered with the CSD and (if applicable) each other relevant organisation or authority, including the Danish Financial Supervisory Authority's register of Representatives (in Danish: *Finanstilsynets register over repræsentanter for obligationsudstedelser*).
- 19.4 Effective Date. An amendment to these Conditions shall take effect on the date determined by the Securityholders Meeting, in the Written Procedure or by the Agent, as the case may be.

20 APPOINTMENT AND REPLACEMENT OF THE AGENT

- 20.1 Appointment of Agent.
- 20.1.1 The Issuer has appointed the Agent to act as agent (in Danish: *repræsentant*) of the Securityholders pursuant to Chapter 4, cf. Section 15, of the Danish Capital Markets Act and the Representative Register Order. The Agent accepts such appointment. The Agent shall be registered with the Danish Financial Supervisory Authority (in Danish: *Finanstilsynet*) in accordance with the Danish Capital Markets Act and the Issuer and the Agent shall provide all information required by the Danish Financial Supervisory Authority (in Danish: *Finanstilsynet*).
- 20.1.2 By subscribing for Capital Securities, each initial Securityholder accepts on its behalf the appointment of the Agent to act as its agent (in Danish: *repræsentant*) of the Securityholders pursuant to Chapter 4, cf. Section 15, of the Danish Capital Markets Act and the Representative Register Order in all matters relating to the Capital Securities and these Conditions, and authorises the Agent to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Conditions) in any legal or arbitration proceedings relating to the Capital Securities held by such Securityholder, including, without limitation, any winding-up, dissolution, liquidation, reconstruction (in Danish: *rekonstruktion*) or bankruptcy (in Danish: *konkurs*) of the Issuer. By acquiring Capital Securities, each subsequent Securityholder confirms such appointment and authorisation for the Agent to act on its behalf.
- 20.1.3 Each Securityholder shall immediately upon request provide the Agent with any such documents, including a written power of attorney (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under these Conditions. The Agent is under no obligation to represent a Securityholder which does not comply with such request.

- 20.1.4 The Issuer shall promptly upon request provide the Agent with any documents and other assistance (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under these Conditions.
- 20.1.5 The Agent is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in these Conditions and the Agency Agreement and the Agent's obligations as Agent under these Conditions are conditioned upon the due payment of such fees and indemnifications.
- 20.1.6 The Agent may act as agent or trustee for several issues of securities issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.
- 20.2 Duties of Agent.
- 20.2.1 The Agent shall represent the Securityholders in accordance with these Conditions. The Agent is not responsible for the content, due execution, legal validity, perfection or enforceability of these Conditions.
- 20.2.2 When acting in accordance with these Conditions, the Agent is always acting with binding effect on behalf of the Securityholders. The Agent shall carry out its duties under these Conditions in a reasonable, proficient and professional manner, with reasonable care and skill.
- 20.2.3 The Agent is entitled to delegate its duties to other professional parties, but the Agent shall remain liable for the actions of such parties under these Conditions.
- 20.2.4 The Agent shall treat all Securityholders equally and, when acting pursuant to these Conditions, act with regard only to the interests of the Securityholders 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 these Conditions.
- 20.2.5 The Agent shall be entitled to disclose to the Securityholders any event or circumstance directly or indirectly relating to the Issuer or the Capital Securities. Notwithstanding the foregoing, the Agent may if it considers it to be beneficial to the interests of the Securityholders delay disclosure or refrain from disclosing certain information other than in respect of an Event of Default or an event referred to in Condition 14.2 (*Breach of Obligations*), in each case that has occurred and is continuing.
- 20.2.6 The Agent is entitled to engage external experts when carrying out its duties under these Conditions. The Issuer shall on demand by the Agent pay all costs for external experts engaged (a) after the occurrence of an Event of Default or an event referred to in Condition 14.2 (*Breach of Obligations*); (b) for the purpose of investigating or considering an event or circumstance which the Agent reasonably believes is or may lead to an Event of Default or an event referred to in Condition 14.2 (*Breach of Obligations*); (c) a matter relating to the Issuer which the Agent reasonably believes may be detrimental to the interests of the Securityholders under these Conditions; or (d) when the Agent is to make a determination under these Conditions.
- 20.2.7 Notwithstanding any other provision of these Conditions to the contrary, the Agent 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.

- 20.2.8 If in the Agent's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Agent) in complying with instructions of the Securityholders, or taking any action at its own initiative, will not be covered by the Issuer or the Securityholders (as applicable), the Agent may refrain from acting in accordance with such instructions, or taking such action, until it has received such funding or indemnities (or adequate security has been provided therefore) as it may reasonably require.
- 20.2.9 The Agent shall give a notice to the Securityholders (a) before it ceases to perform its obligations under these Conditions by reason of the non-payment by the Issuer of any fee or indemnity due to the Agent under these Conditions or the Agency Agreement; or (b) if it refrains from acting for any reason described in Condition 20.2.8.
- 20.2.10 The Agent's duties under these Conditions are solely mechanical and administrative in nature and the Agent only acts in accordance with these Conditions and upon instructions from the Securityholders, unless otherwise set out in these Conditions. In particular, the Agent is not acting as an advisor (whether legal, financial or otherwise) to the Securityholders or any other person.
- 20.2.11 The Agent is not obligated to assess or monitor the financial condition of the Issuer or compliance by the Issuer of the terms of these Conditions unless to the extent expressly set out in these Conditions or to take any steps to ascertain whether any Event of Default or an event referred to in Condition 14.2 (*Breach of Obligations*) has occurred.
- 20.2.12 Unless it has actual knowledge to the contrary, the Agent may assume that all information provided by or on behalf of the Issuer (including by its advisors) is correct, true and complete in all aspects.
- 20.3 Limited Liability for Agent.
- 20.3.1 The Agent will not be liable to the Securityholders for damage or loss caused by any action taken or omitted by it under or in connection with these Conditions, unless directly caused by its negligence or wilful misconduct. The Agent shall never be responsible for indirect loss.
- 20.3.2 The Agent shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts addressed to the Agent or if the Agent has acted with reasonable care in a situation when the Agent considers that it is detrimental to the interests of the Securityholders to delay the action in order to first obtain instructions from the Securityholders.
- 20.3.3 The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to these Conditions to be paid by the Agent to the Securityholders **provided that** the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.
- 20.3.4 The Agent shall have no liability to the Securityholders for damage caused by the Agent acting in accordance with instructions of the Securityholders given in accordance with Condition 16 (*Decision by Securityholders*) or a demand by Securityholders given in accordance with these Conditions.

- 20.3.5 Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, these Conditions shall not be subject to set-off against the obligations of the Issuer to the Securityholder under these Conditions.
- 20.3.6 The Agent is not liable for information provided to the Securityholders by or on behalf of the Issuer or by any other person.
- 20.4 Replacement of Agent.
- 20.4.1 Subject to Condition 20.4.6, the Agent may resign by giving notice to the Issuer and the Securityholders, in which case the Securityholders shall appoint a successor Agent at a Securityholders' Meeting convened by the retiring Agent or by way of Written Procedure initiated by the retiring Agent.
- 20.4.2 Subject to Condition 20.4.6, if the Agent is insolvent, the Agent shall be deemed to resign as Agent and the Issuer shall within ten (10) Business Days appoint a successor Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- 20.4.3 A Securityholder (or Securityholders) representing at least 10.00% of the Adjusted Nominal Amount may, by notice to the Issuer (such notice may only be validly given by a person who is a Securityholder on the Business Day immediately following the day on which the notice is received by the Issuer and shall, if given by several Securityholders, be given by them jointly), require that a Securityholders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent. The Issuer may, at a Securityholders' Meeting convened by it or by way of Written Procedure initiated by it, propose to the Securityholders that the Agent be dismissed and a new Agent appointed.
- 20.4.4 If the Securityholders have not appointed a successor Agent within ninety (90) days after (a) the earlier of the notice of resignation was given or the resignation otherwise took place; or (b) the Agent was dismissed through a decision by the Securityholders, the Issuer shall appoint a successor Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- 20.4.5 The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under these Conditions.
- 20.4.6 The Agent's resignation or dismissal shall only take effect upon the appointment and registration with the register kept by the Danish Financial Supervisory Authority (in Danish: *Finanstilsynet*) of a successor Agent and acceptance by such successor Agent of such appointment and the execution of all necessary documentation to effectively substitute the retiring Agent.
- 20.4.7 Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of these Conditions but shall remain entitled to the benefit of these Conditions and remain liable under these Conditions in respect of any action which it took or failed to take whilst acting as Agent. Its successor, the Issuer and each of the Securityholders shall have the same rights and obligations amongst themselves under these Conditions as they would have had if such successor had been the original Agent.

- 20.4.8 In the event that there is a change of the Agent in accordance with this Condition 20.4, the Issuer shall execute such documents and take such actions as the new Agent may reasonably require for the purpose of vesting in such new Agent the rights, powers and obligation of the Agent and releasing the retiring Agent from its further obligations under these Conditions and the Agency Agreement. Unless the Issuer and the new Agent agrees otherwise, the new Agent shall be entitled to the same fees and the same indemnities as the retiring Agent.

21 APPOINTMENT AND REPLACEMENT OF THE ISSUING AGENT

- 21.1 Appointment by Issuer. The Issuer appoints the Issuing Agent to manage certain specified tasks under these Conditions and in accordance with the legislation, rules and regulations applicable to and/or issued by the CSD and relating to the Capital Securities.
- 21.2 Replacement of Issuing Agent. The Issuing Agent may retire from its assignment or be dismissed by the Issuer **provided that** the Issuer and the Agent has approved that a commercial bank or securities institution approved by the CSD accedes as new Issuing Agent at the same time as the old Issuing Agent retires or is dismissed. If the Issuing Agent is insolvent, the Issuer and the Agent shall jointly immediately appoint a new Issuing Agent, which shall replace the old Issuing Agent as in accordance with these Conditions.

22 NO DIRECT ACTIONS BY SECURITYHOLDERS

- 22.1 No Direct Action. A Securityholder may not take any steps whatsoever against the Issuer to enforce or recover any amount due or owing to it pursuant to these Conditions (save for in accordance with Condition 14 (*Event of Default*) and Condition 15 (*Enforcement*)). A Securityholder may not initiate, support or procure the winding-up, dissolution, liquidation, reconstruction (in Danish: *rekonstruktion*) or bankruptcy (in Danish: *konkurs*) (or its equivalent in any other jurisdiction) of the Issuer in relation to any of the liabilities of the Issuer under these Conditions. Such steps may only be taken by the Agent in accordance with these Conditions.
- 22.2 Exceptions. Condition 22.1 (*No Direct Action*) shall not apply if the Agent has been instructed by the Securityholders in accordance with these Conditions to take certain actions, but fails for any reason to take, or is unable to take (for any reason other than a failure by a Securityholder to provide documents in accordance with Condition 20.1.3), such actions within a reasonable period of time and such failure or inability is continuing. However, if the failure to take certain actions is caused by the non-payment by the Issuer of any fee or indemnity due to the Agent under these Conditions or the Agency Agreement or by any reason described in Condition 20.2.8, such failure must continue for at least forty (40) Business Days after notice pursuant to Condition 20.2.9 before a Securityholder may take any action referred to in Condition 22.1 (*No Direct Action*).

23 FURTHER ISSUES

The Issuer may from time to time, without the consent of the Securityholders, create and issue Subsequent Capital Securities subject to these Conditions so as to form a single series with the Initial Capital Securities. The price of any Subsequent Capital Securities may be set at a discount or at a premium compared to the Nominal Amount. Each

Subsequent Capital Security shall entitle its holder to interest in accordance with Condition 8 (*Interest*) and otherwise have the same rights as the Initial Capital Securities.

24 PRESCRIPTION

Claims against the Issuer for payment in respect of the Capital Securities shall be subject to limitation under the Danish Limitation Act and shall become void unless proceedings have been commenced or the limitation period has otherwise been suspended or interrupted pursuant to the provisions of the Danish Limitation Act within ten (10) years (in the case of principal) or three (3) years (in the case of interest) from the date when the creditor was entitled to claim payment within the meaning of section 2 of the Danish Limitation Act.

25 NOTICES

25.1 Notices. Any notice or other communication to be made under or in connection with these Conditions:

- (a) if to the Agent, shall be given at the address registered in the register of representatives with the Danish Financial Supervisory Authority (in Danish: *Finanstilsynet*) on its website: www.finanstilsynet.dk on the Business Day prior to dispatch or, if sent by email by the Issuer, to such email address notified by the Agent to the Issuer from time to time;
- (b) if to the Issuer, shall be given at the address registered with the Danish Business Authority (in Danish: *Erhvervsstyrelsen*) on the Business Day prior to dispatch or, if sent by email by the Agent, to such email address notified by the Issuer to the Agent from time to time; and
- (c) if to the Securityholders, shall be published in accordance with the procedures of the CSD and the Agent in force from time to time or in a manner which complies with the rules of Nasdaq Copenhagen or any other Regulated Market on which the Capital Securities may later be listed or admitted to trading.

25.2 Delivery of Notices - Agent and Issuer. Any notice or other communication made to the Agent or the Issuer under or in connection with these Conditions shall be sent by way of courier, personal delivery, letter or email and will only be effective, in case of courier or personal delivery, when it has been left at the address specified in Condition 25.1 (*Notices*) or, in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Condition 25.1 (*Notices*) or, in case of email, when received in legible form by the email address specified in Condition 25.1 (*Notices*).

25.3 Delivery of Notices - Securityholders. Any notice or other communication made to the Securityholders under or in connection with these Conditions will be deemed to be validly given if published in accordance with the procedures of the CSD in force from time to time or in a manner which complies with the rules of Nasdaq Copenhagen or any other Regulated Market on which the Capital Securities may later be listed or admitted to trading.

25.4 Press Releases. Any notice that the Issuer or the Agent shall send to the Securityholders under these Conditions shall also be published by way of press release by the Issuer or the Agent, as applicable.

26 FORCE MAJEURE AND LIMITATION OF LIABILITY

26.1 Limitation of Liability. Even in areas where a stricter statutory liability applies, neither the Issuer nor the Agent, the Calculation Agent or the Issuing Agent shall be liable for losses due to:

- (a) the breakdown of or lack of access to IT systems or damage to the data of these systems which can be attributed to paragraphs (b) to (d) below regardless of whether the Issuer, the Agent, the Calculation Agent or the Issuing Agent (as relevant) itself or themselves or an external supplier is responsible for the operation of the systems;
- (b) failures in the Issuer's, the Agent's, the Calculation Agent's or the Issuing Agent's (as relevant) power supply or telecommunications, statutory intervention or administrative acts, natural disasters, war, insurrections, civil riots, sabotage, terror or vandalism (including computer viruses and backing);
- (c) strike, lockout, boycott or blockade regardless of whether the conflict is directed at or initiated by the Issuer, the Agent, the Calculation Agent or the Issuing Agent (as relevant) itself or themselves or its or their organisation and regardless of the reason for the conflict and whether the conflict affects all or part of the Issuer, the Agent, the Calculation Agent or the Issuing Agent (as relevant); or
- (d) other circumstances beyond the Issuer's, the Agent's, the Calculation Agent's or the Issuing Agent's (as relevant) control.

26.2 Postponed Actions. If circumstances mentioned in Condition 26.1 (*Limitation of Liability*) occur, which make it impossible for the Issuer, the Agent, the Calculation Agent or the Issuing Agent to comply with their obligations under these Conditions (to the extent they have any obligations under the Conditions), including (but not limited to) the Issuer's obligations to make payments under the Capital Securities, these obligations will be suspended until the circumstances in question cease.

26.3 Liability pursuant to Law. The Issuer's, the Agent's, the Calculation Agent's or the Issuing Agent's exemption from liability pursuant to Condition 26.1 (*Limitation of Liability*) will not apply if the Issuer, the Agent, the Calculation Agent or the Issuing Agent (as relevant) is liable for the factor causing the loss pursuant to applicable legislation.

27 CREDIT RATING AND ADMISSION TO TRADING

27.1 Credit Rating. The Capital Securities will not be assigned any credit rating of any credit rating agency.

27.2 Admission to Trading. The Issuer has the intention and shall use its best efforts (without assuming any legal or contractual obligation) to ensure that:

- (a) the Initial Capital Securities are listed on the corporate bond list of Nasdaq Copenhagen or, if such admission to trading is not possible to obtain or maintain,

admitted to trading on another Regulated Market within ninety (90) days after the First Issue Date;

- (b) any Subsequent Capital Securities are listed on the corporate bond list of Nasdaq Copenhagen or, if such admission to trading is not possible to obtain or maintain, admitted to trading on another Regulated Market within thirty (30) days following the relevant issue date; and
- (c) the Capital Securities, once admitted to trading on the relevant Regulated Market, continue being listed thereon (however, taking into account the rules and regulations of the relevant Regulated Market and the CSD (as amended from time to time) preventing trading in the Capital Securities in close connection to the redemption of the Capital Securities).

28 GOVERNING LAW AND JURISDICTION

- 28.1 Governing Law. These Conditions and the Capital Securities shall be governed by and construed in accordance with Danish law **provided that** Danish international private law shall not apply.
- 28.2 Jurisdiction. The Danish courts (with the City Court of Copenhagen (in Danish: *Københavns Byret*) as the court of first instance) shall have exclusive jurisdiction to settle any dispute arising from or connected with these Conditions and the Capital Securities.

[Signature page to follow]

We hereby certify that the above Conditions are binding upon ourselves.

Place: Søborg

Date: 17 September 2020

EUROPEAN ENERGY A/S

as Issuer

By:



Name: Knud Erik Andersen

Title: Chief Executive Officer and Authorised Signatory

We hereby undertake to act in accordance with the above Conditions to the extent they refer to us.

Place: Copenhagen

Date: ____ September 2020

NORDIC TRUSTEE A/S

as Agent

By:

Name: Jacob Arenander

Title: CEO

We hereby certify that the above Conditions are binding upon ourselves.

Place: Søborg

Date: ____ September 2020

EUROPEAN ENERGY A/S

as Issuer

By: _____

Name: Knud Erik Andersen

Title: Chief Executive Officer and Authorised Signatory

We hereby undertake to act in accordance with the above Conditions to the extent they refer to us.

Place: Copenhagen

Date: 17 September 2020

NORDIC TRUSTEE A/S

as Agent

By:  _____

Name: Jacob Arenander

Title: CEO

SCHEDULE 1

Conditions Precedent for Settlement of Initial Capital Securities

- (1) A copy of the articles of association of the Issuer.
- (2) A copy of a resolution of the board of directors of the Issuer approving the transactions contemplated by the Conditions and resolving that it execute, deliver and perform its obligations under the Conditions and all related documents to which it is or will become a party.
- (3) A copy of the executed Agency Agreement.
- (4) A copy of the executed Conditions.