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Bank Guide for Business Customers

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Nykredit – we contribute actively to grow your business

Nykredit is one of Denmark's leading financial services providers with banking and mortgage lending at our core.

We offer end-to-end business banking, providing efficient tools to manage your company finances and help you grow your business.

Benefits for you

- All-in banking and mortgage solutions
- Financial stability that allows you to focus on your business
- Efficient tools and tailored proposals to make everyday banking easier for you
- A dedicated business banking partner.

Terms and conditions for loans

Customer's duty of disclosure

The customer should always as quickly as possible inform us of any circumstances that may affect its ability to fulfil a loan agreement or that to a significant extent adversely may affect the customer's business (eg market position, earnings or legal proceedings).

Each year the customer must submit financial statements/annual report including relevant documentation, such as internal financial statements, tax accounts or long-form audit reports, to us not later than six months after the end of a financial year. If the customer's business is a sole proprietorship or a business where the customer is personally liable, the customer should also provide us with information on the customer's own financial position, for instance tax return and tax assessment notice from the tax authorities.

A penalty fee may be charged for the customer's late submission of financial statements/annual reports etc and, where relevant, also information about the customer's personal finances.

Nykredit Bank can ask the customer to prepare and submit consolidated financial statements, regardless of whether the customer is obliged to prepare such financial statements under the Danish Financial Statements Act or not. The consolidated financial statements must comprise the relevant ultimate Danish parent company(ies) as well as direct and indirect subsidiaries and must contain statements of revenue and cash flows consistent with the existing practice as set out in the Financial Statements

Act. A penalty fee may be charged by Nykredit Bank for the customer's non-submission of the consolidated financial statements.

In case of one or more guarantors, we may ask the customer to submit financial documents to give us insights into the customer's financial circumstances.

If the company is listed, the rules on public disclosure must always be observed.

Loan prepayment

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

Other floating-rate loans with a fixed-rate interest period may be prepaid in full or in part at a price of 100 against a separate prepayment fee at any time by giving two weeks' notice before the next interest payment date.

The customer can prepay floating-rate loans with a fixed-rate interest period and fixed-rate loans in full or in part by giving two weeks' prior notice. Such repayment, including prepayment following the Bank's call, is subject to the following terms: The loan may be prepaid in full at an amount equal to the market value of the outstanding payments on the loan at the time of prepayment.

In connection with prepayment, interest is always payable for the period from the last interest payment date until the date of prepayment; either the interest accrued in case of

prepayment at an interest payment date or the accumulated non-accrued interest in case of prepayment in an interest period.

A pro forma statement of loans with a day-to-day floating interest rate may be adjusted for the final interest amount in connection with prepayment.

The Bank's zero-coupon rates at the time of prepayment will be applied to determine the market value. The Bank's zero-coupon rates will be calculated based on the Bank's swap rates obtainable through a fixed-rate swap in the relevant loan currency.

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

If, in the Bank's opinion, swap rates no longer constitute a relevant market basis for the calculation of zero-coupon rates at the time of prepayment, the Bank is at all times entitled to apply another representative basis of calculation.

Nykredit charges a fee for prepayment calculations if prepayment is not effected.

General information

At the Bank's request, an annual meeting may be held between the

customer and the Bank for the purpose of discussing the customer's accounts with Nykredit Bank.

Breach

The Bank may terminate the loan without prior notice and demand immediate repayment of the entire debt outstanding if

- the customer is subjected to legal proceedings by way of execution, attachment or possession;
- the customer enters into voluntary liquidation, is subjected to reconstruction proceedings, is adjudicated bankrupt, requests debt rescheduling/composition or commences negotiations to compound with its creditors;
- the customer fails to make timely repayments, interest, fee, commission or principal payments or, in a similar way, defaults on its obligations to the lender, Nykredit Bank and/or other companies of the Nykredit Group;
- the customer dies;
- the customer takes up permanent residence or transfers its most important activities abroad;
- the customer discloses incorrect or misleading information or withholds information material to the loan facility;
- the customer fails to meet one or more provisions of the loan agreement or terms and conditions applicable to the loan agreement;
- the customer distributes more than 100% of its profit after tax for the year;
- the customer acquires own shares that exceed 10% of total shares, both in terms of votes and capital;
- the customer reduces its capital base;

- the customer mortgages/pledges/uses its assets with a view to financing a third party's acquisition of shares in the debtor or a company associated with the debtor.

If the loan is secured by way of a legal charge or a guarantee, the Bank may terminate the loan without notice and demand immediate repayment of the entire debt outstanding, if

- the customer sells the charged assets without Nykredit Bank's consent or replaces equipment other than that used for day-to-day operations which is not covered by the charge due to the prior right of a third party;
- the customer in the Bank's assessment fails to keep the charged assets in a good state of repair and condition so that the movable property such as stock, milk quotas, fixtures, fittings and machinery is removed in full or in part without being replaced by corresponding movable assets free from any charge;
- the customer fails to keep the charged assets duly insured or to update required insurance coverage on a current basis.

Payments

The borrower must open a debit account with Nykredit Bank to enable automatic repayments. If the borrower does not assign a debit account, or if there are insufficient funds in the debit account, it is the borrower's own responsibility to make timely repayments.

Where there is more than one debt, and the customer makes a payment to the Bank, the latter is entitled to decide which debt to write down. Any payments on the loan, including amounts deriving from security provided by the customer or a third party

as well as amounts paid by guarantors will be applied firstly for payment of interest and commission and subsequently for payment of principal.

Terms and conditions for credit facilities

Customer's duty of disclosure

The customer should always as quickly as possible inform us of any circumstances that may affect its ability to fulfil a credit agreement or that to a significant extent adversely may affect the customer's business (eg market position, earnings or legal proceedings).

Each year the customer must submit financial statements/annual report including relevant documentation, such as internal financial statements, tax accounts or long-form audit reports, to us not later than six months after the end of a financial year. If the customer's business is a sole proprietorship or a business where the customer is personally liable, the customer should also provide us with information on the customer's own financial position, for instance tax return and tax assessment notice from the tax authorities.

A penalty fee may be charged for the customer's late submission of financial statements/annual reports etc and, where relevant, also information about the customer's personal finances.

Nykredit Bank can ask the customer to prepare and submit consolidated financial statements, regardless of whether the customer is obliged to prepare such financial statements under the Danish Financial Statements Act or not. The consolidated financial statements must comprise the relevant ultimate Danish parent company(ies) as well as direct and indirect subsidiaries and must contain statements of revenue and cash flows consistent with

the existing practice as set out in the Financial Statements Act. A penalty fee may be charged by Nykredit Bank for the customer's non-submission of the consolidated financial statements.

In case of one or more guarantors, we may ask the customer to submit financial documents to give us insights into the customer's financial circumstances.

If the company is listed, the rules on public disclosure must always be observed.

Breach

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

- the customer is subjected to legal proceedings by way of execution, attachment or possession;
- the customer enters into voluntary liquidation, is subjected to reconstruction proceedings, is adjudicated bankrupt, requests debt rescheduling/composition or commences negotiations to compound with its creditors;
- the customer fails to make timely repayments, interest, fee, commission or principal payments or, in a similar way, defaults on its obligations to the lender, Nykredit Bank and/or other companies of the Nykredit Group;
- the customer dies;
- the customer takes up permanent residence or transfers its most important activities abroad;

- the customer discloses incorrect or misleading information or withholds information material to the credit facility;
- the customer charges or creates a similar charge on any of its assets as security for present or future obligations, except for charges on new assets to secure the financing thereof;
- the customer fails to meet one or more provisions of the credit agreement or terms and conditions applicable to the credit agreement;
- the customer distributes more than 100% of its profit after tax for the year;
- the customer acquires own shares that exceed 10% of total shares, both in terms of votes and capital;
- the customer reduces its capital base;
- the customer mortgages/pledges/uses its assets with a view to financing a third party's acquisition of shares in the debtor or a company associated with the debtor.
- If the credit facility is secured by way of a legal charge or a guarantee, the Bank may terminate the loan without notice and demand immediate repayment of the entire debt outstanding, if
- the customer sells the charged assets without Nykredit Bank's consent or replaces equipment other than that used for day-to-day operations which is not covered by the charge due to the prior right of a third party;

- the customer fails to keep the charged assets duly insured or to update required insurance coverage on a current basis.

Lapse of drawing right

The customer's right to draw any undrawn portion of this credit facility will lapse without notice in the event that the customer's ability to meet its obligations under the credit agreement is impaired in the Bank's opinion, or circumstances occur that to a significant extent adversely affect the debtor's business (eg market position, earnings or legal proceedings) in the Bank's opinion.

Payments

Any payments on the credit facility, including amounts deriving from security provided by the customer or a third party as well as amounts paid by guarantors will be applied firstly for payment of interest, fees and commission and subsequently for payment of principal, unless otherwise decided by the Bank.

Security

Legal charges serve as security for the payment of principal, interest, fees, commission, handling fees and other expenses inherent to the collection of debt.

Within the limits of the value of the assets charged, the Bank is entitled to demand payment by the chargor of the following costs in addition to claims for contribution resulting from the enforcement of guarantees, interest and other credit costs:

- all direct outlays incurred as a result of the secured debts such as taxes and duties, including registration fees, insurance premiums and telephone, facsimile and postage expenses, etc;
- all costs and expenses defrayed by the Bank in connection with the collection of the chargor's debt, including court and legal fees, etc as well as a fee for reminder letters as determined by the Bank;
- the Bank's expenses in the event of default on or the termination of the secured debts, including fees for the forwarding of reminder letters, insurance premiums, court and legal fees, etc;
- an overdraft, commission or default interest rate fixed by the Bank and a compulsory premium in relation to the prepayment of fixed-rate loans;
- the Bank's costs of replying to enquiries from public authorities pursuant to current legislation, including fees for retrieving statements and vouchers as well as for producing photocopies;
- any custodian fees.

Where a charge involves debts in foreign currencies, the chargor is liable for any exchange losses up to the value of the charged assets. If the secured debts are denominated in foreign currencies, the chargor must repay the secured debt in the currency concerned at the request of the Bank. Where a debt in a foreign currency has been repaid in full or in part by charging one of the customer's other accounts with the Bank, and where the debt to the Bank has therefore been converted into an amount in DKK, the chargor must repay the debt in DKK notwithstanding on which of the customer's accounts the amount is owed. The Bank may charge interest and default interest as determined by the Bank on the amount exchanged (incl fees) in DKK.

Guarantors, if any, are liable for equal amounts in addition to the guaranteed debt.

Charges created by the customer also serve as security for any other current or future obligations to the Bank or any other company of the Nykredit Group.

The charge also includes any returns on the charged assets, including interest, dividend and bonus on life insurance policies as well as insurance sums and damages. Furthermore, the charge includes rights accorded to shareholders, including to new subscription or to bonus shares. The charge also includes the voting rights attached to the shares. However, the customer may exercise any voting rights until notified in writing that the Bank will assume the voting rights.

The Bank is entitled but not obliged to make the return on the charged assets available to the chargor, also without the consent of any co-chargors and/or guarantors. The Bank is also entitled to release the charged assets regardless of whether they serve as security for the secured debts or any other facilities.

The Bank is entitled to apply any return to reduce the debt outstanding owed by the customer and/or chargor.

The chargor and/or guarantor accepts

- that any current or future secured debts in foreign currencies, without any further consent from the chargor and/or guarantor, may be refinanced by the same lender or by another lender upon expiry of the agreed term(s) according to agreement between the lender and the borrower without the consent of the chargor and/or guarantor;
- that the above-mentioned refinancing may be made into another convertible currency without consent; and
- that the interest rates of the secured debts may be changed without consent in connection with the above-mentioned refinancing.

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

Upon realisation, if any, of the charged assets, the Bank is free to decide which part of the secured debts is to be reduced by the proceeds from the

charged assets, including whether the charged assets should be used to reduce another debt outstanding of the customer with another company of the Nykredit Group.

The Bank is entitled to enforce the security and/or demand that the charging of assets charged by the customer itself or by a third party be maintained until the Bank's outstanding balance with the customer has been repaid in full.

The chargor and any right to subrogate to the rights as chargee must, in connection with the repayment of the secured debts (chargor's right of subrogation), be subordinate to the Bank's claim regardless of whether the security was provided for the secured debts or other outstanding balances of the customer.

If the chargor receives any notices regarding the charged assets, the chargor must immediately forward such notices to the Bank.

If the Bank holds a charge on movable property, the Bank cannot be held liable by co-debtors, guarantors or chargors in case the movable property has been charged in a way other than that intended.

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

The chargor must, on the Bank's demand, produce premium receipts as evidence of a valid insurance policy.

The Bank is entitled to pay the premium on behalf of the chargor. The chargor is liable for the payment of the premium, see the provision above. The Bank may demand that insurance policies and renewal receipts be deposited with the Bank.

By signing, the customer accepts that the insurance company is requested to register an endorsement of chargee's interest in the policy in accordance with the terms of this agreement.

By signing this agreement, the customer consents to the exchange of any information (including civil reg no/ business reg no) about the insurance contract, including lapse of insurance against damage to the charged assets and any back premiums, between the Bank and the insurance company for the time being.

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

Enforcement of the charge will not take place until after the chargor has been given at least one week's notice by registered letter to satisfy the claim, unless an immediate sale is necessary to avoid or minimise a loss. However, this does not apply in case the security was provided in the form of a balance on an account or in the form of securities. Such security constitutes financial collateral pursuant to Part 18 a of the Danish Securities Trading Act and may be realised immediately without notice in case of default on secured debts. Enforcement takes place by way of a forced sale or in another way as deemed appropriate by the Bank.

Where security constitutes financial collateral, see above, enforcement

must take place on fair business terms and in accordance with s 58 j of the Danish Securities Trading Act. Where enforcement takes place by way of a sale of charged securities, such sale may take place without the participation of a securities trader.

Enforcement of a charge may also take place by way of set-off (where the security has been provided in the form of a balance on an account) against the secured debts and by the Bank appropriating the charged assets. Where enforcement takes place by set-off or appropriation, the charged assets are valued according to the following principles:

- The value of security provided in the form of cash in a foreign currency may, at the Bank's discretion, be translated into DKK at the exchange rates published by Danmarks Nationalbank at the time of enforcement or at other exchange rates considered market conform by the Bank.
- Security in the form of securities are valued based on prices provided by NASDAQ OMX Copenhagen A/S or other recognised stock exchanges, Bloomberg, Reuters, banks, other market participants known to trade in the securities concerned or other generally recognised pricing sources.

If the customer is subjected to reconstruction, bankruptcy or other insolvency proceedings or commences negotiations to compound with its creditors or reschedule its debt, the Bank may apply the value of the charged assets first to cover any interest and commission payable on the customer's debt to the Bank, and any exchange losses on debt in foreign currency. This also applies to interest accrued and exchange losses arisen following the bankruptcy order, the debt rescheduling, the composition with creditors or the customer's death.

If the customer repays the secured debts to the Bank, the chargor will be released from its charge subject to the following reservations:

- In case the customer has not paid the amount in cash, the amount constitutes payment subject to the Bank's receipt of the amount. This also applies to payments withdrawn from other accounts with the Bank, eg by way of cheques. This reservation also applies in case of the absence of any mention thereof on a receipt or other notice of payment.
- The discharge of the chargor is furthermore subject to the customer's payment to the Bank for the purpose of reducing/repaying the secured debts or security provided to the Bank by the customer or a third party not being set aside (voidable) later by the customer's estate, if any.

Chargors must re-establish the Bank's charge regardless of whether the Bank has discharged the charge in connection with voidable payments.

If supplementary security applied for full or partial repayment of the secured debts is avoided in connection with the customer's bankruptcy, cf Part 8 of the Danish Insolvency Act, the obligation to provide security must be maintained and/or re-established.

The Bank's transactions in respect of the charged assets and agreements with chargors and guarantors are binding on the customer, chargors and guarantors in every respect.

If the Bank fails to lodge its claim against the estate of the customer, the guarantor or the chargor, this will not affect the Bank's claims against other guarantors and chargors.

Regardless of whether a charge is created in a way other than that intended or the registration of the charge has not been renewed, claims against guarantors and chargors will be maintained.

Guarantors and chargors are not entitled to effect a set-off of claims assigned to them in relation to the Bank for the purpose of being discharged from their obligations to the Bank.

Where more than one person have provided security either as third party chargors or guarantors, they are jointly and severally liable to the Bank. The heirs of the guarantor(s) are jointly and severally liable for the guarantee obligation.

Any distribution (recourse) among the chargors and/or guarantors is of no concern to the Bank.

The Bank may grant the customer an extension of the time for payment of principal, interest, commission, etc without the prior consent of the chargor, guarantor or third party. The Bank is also entitled to release the charged assets regardless of whether they serve as security for the secured debts or any other facilities.

Third-party chargors are entitled to be informed of the balances of the secured debts against payment of a fee as determined by the Bank.

Where the Bank commences legal proceedings, a transcript from the Bank's books is admissible as incontestable evidence of the size of the debt.

Legal venue and governing law

Legal proceedings arising out of or in connection with loan agreements, guarantees or letters of charge may at the Bank's request be brought before the district court of the jurisdiction in which the Bank or its branch is located

or before the Danish Maritime and Commercial High Court to the extent allowed by the Danish Administration of Justice Act. Such legal proceedings are governed by Danish law.

Terms and conditions for construction loans

The terms and conditions for loans and credit facilities stipulated above also apply to construction loans. In addition, the special terms stipulated below apply to construction loans.

Disbursement of construction loan
Construction loans will be disbursed in instalments according to an instalment plan. The conditions laid down in the offer, including requirements for certificates, drawings, etc, must be satisfied prior to disbursement. Disbursement is conditional upon the borrower's approval of the instalment plan.

The Bank is entitled to withhold one or more instalments, or to refrain entirely from disbursing the construction loan, if the Bank finds that the conditions for disbursement are not satisfied.

Following inspection of the construction activities, the Bank may grant an exemption from the instalment plan.

Application of instalments

The instalments disbursed may only be applied to cover construction costs. The borrower, or the party authorised to manage the construction loan, is responsible for allocating the instalments to the appropriate parties in connection with the construction project.

Where contractors or any other parties have acquired secondary rights to the construction loan and/or the owner's mortgage backing the loan, the Bank must be notified of such contractors or parties.

Nykredit Bank A/S reserves the right only to accept assignment to the bank of the main contractor.

The Bank reserves the right to monitor the allocation and may demand documentation.

Commencement of construction projects

Construction projects must be commenced immediately and not later than the date stated in the letter of commitment. The borrower undertakes to advance the construction project as much as possible.

Termination

In addition to the factors which may lead to termination of the construction loan as stipulated in the terms and conditions for loans and credit facilities, the Bank may demand immediate repayment of the construction loan, if the construction project is not advanced as much as possible, cf above regarding commencement of construction activities.

Prior to any termination, however, the Bank will notify the borrower thereof in writing, if relevant stating a time limit for remedying the breach.

Completion of construction projects at the borrower's expense
Instead of demanding repayment of the construction loan in the situations specified above, the Bank may decide to complete the construction project at the borrower's expense.

Insurance

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

Sale of property

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

Repayment

The borrower must effect the final mortgaging of the property and repay the construction loan as soon as possible.

Power of attorney and charging of mortgaging proceeds

The Bank is authorised to receive the proceeds from the mortgaging without any further documentation.

The proceeds from the mortgaging, including bonds acquired and/or mortgages issued in connection with the mortgaging of the property, will be charged without any further documentation as security for the repayment of the construction loan and for guarantees issued by Nykredit Bank A/S in connection with eg advance loans as well as eg guarantees issued by Nykredit Bank A/S on the borrower's behalf in connection with the construction project.