



## Final Term Sheet

### FXD Entra ASA Unsecured Green Bond Issue 2019/2026 (the “Bonds” or the “Bond Issue”)

**Settlement Date: 22 May 2019**

<b>ISIN:</b>	NO0010852684
<b>Issuer:</b>	Entra ASA, incorporated under the laws of Norway with business registration number and LEI-code 999 296 432 / 549300APU14LQKTYCH34
<b>Purpose:</b>	The purpose of the issue is financing of Eligible Projects as defined in and otherwise in accordance with Entra’s Green Bonds Framework
<b>Type of issue:</b>	Fixed rate unsecured green bond issue
<b>Tenor:</b>	7 years
<b>First Tranche:</b>	Min. NOK 900,000,000
<b>Borrowing Limit:</b>	NOK 1,500,000,000
<b>Settlement Date:</b>	22 May 2019
<b>Maturity Date:</b>	22 May 2026
<b>Nominal Value:</b>	The Bonds will have a nominal value of NOK 1,000,000 each
<b>Issue Price:</b>	100% (par)
<b>Coupon:</b>	2.79 %
<b>First Interest Payment Date:</b>	22 May 2020, 1 year after Settlement Date
<b>Interest Payment Dates:</b>	Interest on the Bonds will commence to accrue on Settlement Date and shall be payable yearly in arrears on the interest payment day on 22 May
<b>Day Count Fraction</b>	30/360
<b>Status of the Bonds:</b>	Unsecured



**Negative Pledge:**

The Issuer shall not, and shall ensure that the Issuer's Subsidiaries do not, incur, create or permit to subsist any Security over any of its current or future assets or other rights for financial indebtedness which in aggregate exceed 15% (reduced by any use of the 15% allowance under Restrictions on Financial Indebtedness) of the Issuer's consolidated assets.

The foregoing shall not prevent or restrict:

- (a) the Issuer or the Issuer's Subsidiaries from providing, beyond such allowance:
  - (i) any customary Security in connection with trading in securities and financial instruments,
  - (ii) any retention of title or conditional sale arrangement or other customary Security arrangement in respect of goods supplied to the Issuer or any Issuer's Subsidiary,
  - (iii) any security arising by operation of law, and not due to the Issuer's or any Issuer's Subsidiary's default, and which secures obligations with a maturity date of 30 - thirty - days or less, and
  - (iv) pledges or assignments in (a) the shares of; and/or (b) claims against any Part-owned Subsidiary as Security for external financing related to the same Part-owned Subsidiary.
- (b) Part-owned Subsidiary from freely incurring, creating or permitting to subsist any Security over any of its current or future assets or other rights (for its financial commitments).

**Restrictions of Financial Indebtedness:**

The Issuer shall ensure that the Issuer's Subsidiaries do not incur, create or permit to subsist any financial indebtedness for which the principal debt in aggregate exceeds 15% (reduced by any use of the 15% allowance under Negative Pledge) of the Issuer's consolidated assets.

The foregoing shall not restrict or prevent

- (a) that financial indebtedness in connection with such Security allowed pursuant to Negative Pledge (a) (i)-(iii) can be incurred and permitted to subsist; and
- (b) Part-owned Subsidiaries from freely assuming any financial indebtedness.

**Change of Control Event:**

If a shareholder or a group of shareholders acting in concert, other than the Existing Major Shareholder, directly or indirectly



	obtains more than 50% of the votes on a general meeting in the Issuer
<b>Put:</b>	100% in case of a Change of Control Event
<b>Events of Default:</b>	The Bond Agreement will include standard events of default and cross acceleration clauses
<b>Arrangers:</b>	DNB Markets, Nordea Bank AB (publ), filial i Norge and SEB
<b>Trustee:</b>	Nordic Trustee AS, Postboks 1470 Vika, NO-0116 Oslo, Norway
<b>Paying Agent:</b>	DNB
<b>Registration:</b>	The Norwegian Central Securities Depository ("VPS"). Principal and interest accrued will be credited the bondholders through VPS
<b>Listing:</b>	An application will be made for the Bonds to be listed on Oslo Stock Exchange
<b>Target Market</b>	Manufacturer target market (MIFID II product governance) is eligible counterparties and professional clients and also retail clients (all distribution channels). No PRIIPs key information document (KID) has been prepared as not deemed within scope
<b>Bond Agreement:</b>	The Bond Agreement shall be based on current Norwegian bond market standards and will be entered into by the Issuer and the Trustee acting as the bondholders' representative. The Bond Agreement regulates the bondholders' rights and obligations with respect to the Bonds. If any discrepancy should occur between this Term Sheet and the Bond Agreement, then the Bond Agreement shall prevail. The Subscriber is deemed to have granted authority to the Trustee to finalize the Bond Agreement. Minor adjustments to the structure described in this Term Sheet may occur.

[•] May 2019

