

Denne meldingen til obligasjonseierne er kun utarbeidet på engelsk. For informasjon vennligst kontakt Nordic Trustee AS.

To the Bondholders in:

ISIN:	NAME:
NO0010886856	FRN Entra ASA Unsecured Open Green Bond Issue 2020/2027
NO0010895964	1.66% Entra ASA Unsecured Open Green Bond Issue 2020/2028
NO0011017147	FRN Entra ASA Unsecured Open Green Bond Issue 2021/2029
NO0011041535	2.49% Entra ASA Unsecured Open Green Bond Issue 2021/2030
NO0011079808	FRN Entra ASA Unsecured Open Green Bond Issue 2021/2030
NO0011094641	2.00% Entra ASA Unsecured Open Green Bond Issue 2021/2029

11 May 2026

SUMMONS FOR A WRITTEN RESOLUTION

Nordic Trustee AS (the “**Bond Trustee**”) acts as bond trustee for the bondholders (the “**Bondholders**”) in the above mentioned bond issues (the “**Bond Issues**”, and each a “**Bond Issue**”, and the bonds issued thereunder being the “**Bonds**”) issued by Entra ASA as issuer (the “**Issuer**” or “**Entra**”) pursuant to the bond terms for each Bond Issue (as amended) (the “**Bond Terms**”).

All capitalised terms used, but not defined herein, shall have the same meaning assigned to them in the Bond Terms. References to Clauses and paragraphs are references to Clauses and paragraphs of the respective Bond Terms.

*The information in this summons (the “**Summons**”) regarding the Issuer, market conditions and described transactions is provided by the Issuer, and the Bond Trustee expressly disclaims all liability whatsoever related to such information.*

1. Background

Entra is a pure-play Norwegian real estate company offering investors concentrated exposure to high-quality office assets in Oslo, underpinned by a strong tenant base and long-duration lease contracts. The company is rated Baa3 (positive) by Moody’s and is listed on Euronext Oslo Børs.

Entra has been a well-established issuer in the Norwegian bond market for more than fifteen years, during which all bond issuances have been undertaken under a bond agreement that has remained unchanged. Over this period, however, the financing landscape, including the regulatory environment, has evolved materially. Entra has therefore identified the need to update its loan documentation to better accommodate the requirements of a broader range of funding sources, including banks’ increased preference for secured lending following the implementation of Basel IV.

Accordingly, as an initial step, Entra updated its Base Prospectus in December 2024, increasing the limitation on security from 15% to 40% of consolidated assets. This revision was

implemented to align future bond issuances with prevailing market practice among Nordic real estate peers. Since January 2025, Entra has issued NOK 7,100 million under the updated Base Prospectus.

As a natural next step towards a more resilient and flexible capital structure, Entra is now proposing to amend the documentation for its remaining outstanding bonds by increasing the limitation on security from 15% to 40% of consolidated assets. If implemented, the proposed amendment is expected to enhance Entra’s financial flexibility by broadening access to diversified funding sources and supporting continued refinancing capacity across both the bank and bond markets. This is expected to be supportive of Entra’s credit profile and, in particular, Moody’s rating considerations relating to liquidity and access to capital.

Furthermore, the proposed change supports Entra’s strategy of remaining a frequent issuer in the bond market while maintaining a substantial proportion of unsecured funding, thereby preserving a balanced approach to creditor protection and financial stability for all stakeholders.

2. Proposal

Based on the above, the Issuer has requested the Bond Trustee to summon a Written Resolution to propose that the Bondholders resolve the amendments to the Bond Terms as set out below and in the amendment agreement to the Bond Terms attached as Schedule 2 (*Form of Amendment Agreement*) (the “**Proposal**”).

<p>New proposed wording to replace the existing clause (to the right) in: NO0010886856 NO0010895964 NO0011017147 NO0011094641 NO0011041535 NO0011079808</p>	<p>Existing clause in: NO0010886856 NO0010895964 NO0011017147 NO0011094641 NO0011041535 NO0011079808</p>
<p>3.4 Special Conditions</p> <p>3.4.1 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 40% (reduced by any use of the 40% allowance under Clause 3.4.2) of the Issuer's consolidated assets.</p> <p>The foregoing shall not prevent or restrict:</p>	<p>3.4 Special Conditions</p> <p>3.4.1 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 Clause 3.4.2 below) of the Issuer's consolidated assets.</p> <p>The foregoing shall not prevent or restrict:</p>

<p>a) the Issuer or the Issuer's Subsidiaries from providing, beyond such allowance:</p> <ul style="list-style-type: none"> 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. <p>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).</p> <p>3.4.2 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 40% (reduced by any use of the 40% allowance under Clause 3.4.1 above) of the Issuer's consolidated assets.</p>	<p>a) the Issuer or the Issuer's Subsidiaries from providing, beyond such allowance:</p> <ul style="list-style-type: none"> 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. <p>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).</p> <p>3.4.2 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 Clause 3.4.1 above) of the Issuer's consolidated assets.</p>
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<p>The foregoing shall not restrict or prevent</p> <p>a) that financial indebtedness in connection with such security allowed pursuant to Clause 3.4.1 (a) (i) throughout (iii) above can be incurred and permitted to subsist; and</p> <p>b) Part-owned Subsidiaries from freely assuming any financial indebtedness.</p>	<p>The foregoing shall not restrict or prevent</p> <p>a) that financial indebtedness in connection with such security allowed pursuant to Clause 3.4.1 (a) (i) throughout (iii) above can be incurred and permitted to subsist;</p> <p>b) Part-owned Subsidiaries from freely assuming any financial indebtedness.</p>
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3. Amendment Fee

As a compensation for approving the Proposal, the Issuer offers to pay to the Bondholders a one-time consent fee, with the structure set out below, of the face value of the respective Bondholders' holdings of the Bonds in the table below.

- i. A flat consent fee of 0.10% of the face value of each Bondholders' holdings in each outstanding ISIN; plus
 - ii. a 0.0125% fee per each quarter term (rounded up or down to nearest quarter in time), i.e. 5bps (0.05%) per year tenor from 1-year and beyond,
- collectively the ("Fee").

The following table sums up the Fee for each ISIN:

ISIN	Name	Ticker	Issue dt	Maturity dt	Outstanding amount (mNOK)	Years left	Years rounded and subtracted 1y	Fee per year tenor	Base fee	Total fee
NO0010886856	ENTRAN Float 06/29/27	ENTRA52 ESG	29/06/2020	29/06/2027	594	1.09	0.00	0.0000%	0.10%	0.1000%
NO0010895964	ENTRAN 1.66 04/21/28	ENTRA55 ESG	21/10/2020	21/04/2028	2,000	1.90	1.00	0.0500%	0.10%	0.1500%
NO0011017147	ENTRAN Float 06/07/29	ENTRA60 ESG	07/06/2021	07/06/2029	1,700	3.03	2.00	0.1000%	0.10%	0.2000%
NO0011094641	ENTRAN 2 09/10/29	ENTRA66 ESG	10/09/2021	10/09/2029	1,900	3.29	2.25	0.1125%	0.10%	0.2125%
NO0011041535	ENTRAN 2.49 02/01/30	ENTRA62 ESG	30/06/2021	01/02/2030	1,000	3.68	2.75	0.1375%	0.10%	0.2375%
NO0011079808	ENTRAN Float 11/20/30	ENTRA63 ESG	20/08/2021	20/11/2030	2,215	4.48	3.50	0.1750%	0.10%	0.2750%

The remaining tenor for each Bond Issue in the table above is calculated from the estimated date of the approval of the Proposal by the required majority of the Bondholders in each and all Bond Issues.

The Fee will only be payable if the Proposal is approved by the required majority of the Bondholders in the relevant Bond Issue, and subject to the Issuer's right to implement the Proposal as described below.

The Issuer may, in its sole discretion, decide whether to implement the approved Proposal in respect of each Bond Issue. For the avoidance of doubt, even if the Proposal is approved by the Bondholders in one or more Bond Issues, the Issuer shall not be obliged to implement such Proposal in all Bond Issues and may elect to implement it in some Bond Issues only.

The Issuer will publish a press release when a Written Resolution is passed. Moreover, a notice of the Issuer's decision to implement the Proposal in each Bond Issue will be provided to the Bondholders by way of a press release as soon as reasonably practicable and no later than 1 Business Day after the Voting Deadline (the "**Effective Time**").

The Fee will be payable pro rata to the Bondholders 10 Business Days after the Effective Time and with record date at the end-of business 2 Business Days before such payment.

4. Evaluation of the Proposal

The Proposal is put forward to the Bondholders without further evaluation or recommendation from the Bond Trustee. Nothing herein shall constitute a recommendation to the Bondholders from the Bond Trustee. Each Bondholder should independently evaluate the Proposal and vote accordingly.

5. Further information

For further questions to the Issuer, please contact:

Ole Anton Gulsvik, CFO, +47 995 68 520, oag@entra.no

Tore Lia, Head of Investments and Finance, +47 468 10 820, tl@entra.no

The Issuer has retained DNB Carnegie as financial advisor (the "**Advisor**"). Bondholders may contact the Advisor for further information:

Jan Krogh-Vennemo, +47 977 18 063, jan.vennemo@dnbcarnegie.no

Mikael Wangen, +47 920 10 359, jo.mikael.wangen@dnbcarnegie.no

The Advisor acts solely for the Issuer and no-one else in connection with the Proposal. No due diligence investigations have been carried out by the Advisor with respect to the Issuer, and the Advisor expressly disclaims any and all liability whatsoever in connection with the Proposal (including but not limited to in respect of the information herein).

For further questions to the Bond Trustee, please contact Merete Vatsendvik, +47 22 87 94 11, vatsendvik@nordictrustee.com.

6. Written Resolution

Bondholders are hereby provided with a voting request for a Bondholders' Resolution pursuant to Clause 7.5 (*Written Resolutions*) of the Bond Terms. For the avoidance of doubt, no Bondholders' Meeting will be held.

It is proposed that the Bondholders resolve the following (the "**Proposed Resolution**"):

"The Bondholders approves the Proposal as described in section 2 (Proposal) of this Summons.

The Bond Trustee is hereby authorized to implement the Proposal and carry out other necessary work to implement the Proposal, including to prepare, negotiate, finalize and enter into all necessary agreements in connection with documenting the decisions made by way of this Written Resolution as well as carry out necessary completion work, including agreeing on necessary amendments to the Bond Terms and other Finance Documents.”

* * * *

Voting Period: The Voting Period shall expire ten (10) Business Days after the date of this Summons, being on 27 May 2026 at 12:00 Oslo time (the “**Voting Deadline**”). The Bond Trustee must have received all votes necessary in order for the Written Resolution to be passed with the requisite majority under the Bond Terms prior to the expiration of the Voting Period.

How to vote: A duly completed and signed Voting Form (attached hereto as Schedule 1), together with proof of ownership/holdings must be received by the Bond Trustee no later than at the end of the Voting Period and must be submitted by scanned e-mail to mail@nordictrustee.com.

A Proposed Resolution will be passed if either: (a) Bondholders representing at least a 2/3 majority of the total number of Voting Bonds vote in favour of the relevant Proposed Resolution prior to the expiry of the Voting Period; or (b) (i) a quorum representing at least 50% of the total number of Voting Bonds submits a timely response to the Summons and (ii) the votes cast in favour of the relevant Proposed Resolution represent at least a 2/3 majority of the Voting Bonds that timely responded to the Summons.

If no resolution is passed prior to the expiry of the Voting Period, the number of votes shall be calculated at the expiry of the Voting Period, and a decision will be made based on the quorum and majority requirements set out in Clause 7.1 (*Authority of the Bondholders’ Meetings*).

The effective date of a Written Resolution passed prior to the expiry of the Voting Period is the date when the resolution is approved by the last Bondholder that results in the necessary voting majority being achieved.

If the above resolution is not adopted as proposed herein, the Bond Terms and other Finance Documents will remain unchanged.

Yours sincerely

Nordic Trustee AS



Merete Vatsendvik

Enclosed:

Schedule 1: Voting forms

Schedule 2: Form of Amendment Agreement

Schedule 1: Voting Forms

ISIN: NO0010886856

FRN Entra ASA Unsecured Open Green Bond Issue 2020/2027

The undersigned holder or authorised person/entity, votes in the following manner to the Proposed Resolution as defined in the Notice of a Written Resolution dated 11 May 2026:

In favour of the Proposed Resolution

Against the Proposed Resolution

ISIN NO0010886856	Amount of bonds owned
Custodian Name	Account number at Custodian
Company	Day time telephone number
	E-mail

Enclosed to this form is the complete printout from our custodian/VPS¹, verifying our bondholding in the bond issue as of _____.

We acknowledge that Nordic Trustee AS in relation to the Written Resolution for verification purpose may obtain information regarding our holding of Bonds on the above stated account in the securities register VPS.

We consent to the following information being shared with the issuer's advisor (the Advisor):

Our identity and amounts of Bonds owned

Our vote

Place, date

Authorized signature

Return by mail:

*Nordic Trustee AS
PO Box 1470 Vika
N-0116 Oslo
Norway*

Telephone: +47 22 87 94 00

E-mail: mail@nordictrustee.com

¹ If the Bonds are held in custody other than in the VPS, evidence provided from the custodian confirming that (i) you are the owner of the Bonds, (ii) in which account number the Bonds are held, and (iii) the amount of Bonds owned.

ISIN: NO0010895964

1.66% Entra ASA Unsecured Open Green Bond Issue 2020/2028

The undersigned holder or authorised person/entity, votes in the following manner to the Proposed Resolution as defined in the Notice of a Written Resolution dated 11 May 2026:

In favour of the Proposed Resolution

Against the Proposed Resolution

ISIN NO0010895964	Amount of bonds owned
Custodian Name	Account number at Custodian
Company	Day time telephone number
	E-mail

Enclosed to this form is the complete printout from our custodian/VPS², verifying our bondholding in the bond issue as of _____.

We acknowledge that Nordic Trustee AS in relation to the Written Resolution for verification purpose may obtain information regarding our holding of Bonds on the above stated account in the securities register VPS.

We consent to the following information being shared with the issuer's advisor (the Advisor):

Our identity and amounts of Bonds owned

Our vote

Place, date

Authorized signature

Return by mail:

Nordic Trustee AS

PO Box 1470 Vika

N-0116 Oslo

Norway

Telephone: +47 22 87 94 00

E-mail: mail@nordictrustee.com

² If the Bonds are held in custody other than in the VPS, evidence provided from the custodian confirming that (i) you are the owner of the Bonds, (ii) in which account number the Bonds are held, and (iii) the amount of Bonds owned.

ISIN: NO0011017147

FRN Entra ASA Unsecured Open Green Bond Issue 2021/2029

The undersigned holder or authorised person/entity, votes in the following manner to the Proposed Resolution as defined in the Notice of a Written Resolution dated 11 May 2026:

In favour of the Proposed Resolution

Against the Proposed Resolution

ISIN NO0011017147	Amount of bonds owned
Custodian Name	Account number at Custodian
Company	Day time telephone number
	E-mail

Enclosed to this form is the complete printout from our custodian/VPS³, verifying our bondholding in the bond issue as of _____.

We acknowledge that Nordic Trustee AS in relation to the Written Resolution for verification purpose may obtain information regarding our holding of Bonds on the above stated account in the securities register VPS.

We consent to the following information being shared with the issuer's advisor (the Advisor):

Our identity and amounts of Bonds owned

Our vote

Place, date

Authorized signature

Return by mail:

Nordic Trustee AS

PO Box 1470 Vika

N-0116 Oslo

Norway

Telephone: +47 22 87 94 00

E-mail: mail@nordictrustee.com

³ If the Bonds are held in custody other than in the VPS, evidence provided from the custodian confirming that (i) you are the owner of the Bonds, (ii) in which account number the Bonds are held, and (iii) the amount of Bonds owned.

ISIN: NO0011041535

2.49% Entra ASA Unsecured Open Green Bond Issue 2021/2030

The undersigned holder or authorised person/entity, votes in the following manner to the Proposed Resolution as defined in the Notice of a Written Resolution dated 11 May 2026:

In favour of the Proposed Resolution

Against the Proposed Resolution

ISIN NO0011041535	Amount of bonds owned
Custodian Name	Account number at Custodian
Company	Day time telephone number
	E-mail

Enclosed to this form is the complete printout from our custodian/VPS⁴, verifying our bondholding in the bond issue as of _____.

We acknowledge that Nordic Trustee AS in relation to the Written Resolution for verification purpose may obtain information regarding our holding of Bonds on the above stated account in the securities register VPS.

We consent to the following information being shared with the issuer's advisor (the Advisor):

- Our identity and amounts of Bonds owned
- Our vote

Place, date

Authorized signature

Return by mail:

Nordic Trustee AS

PO Box 1470 Vika

N-0116 Oslo

Norway

Telephone: +47 22 87 94 00

E-mail: mail@nordictrustee.com

⁴ If the Bonds are held in custody other than in the VPS, evidence provided from the custodian confirming that (i) you are the owner of the Bonds, (ii) in which account number the Bonds are held, and (iii) the amount of Bonds owned.

ISIN: NO0011079808

FRN Entra ASA Unsecured Open Green Bond Issue 2021/2030

The undersigned holder or authorised person/entity, votes in the following manner to the Proposed Resolution as defined in the Notice of a Written Resolution dated 11 May 2026:

In favour of the Proposed Resolution

Against the Proposed Resolution

ISIN NO0011079808	Amount of bonds owned
Custodian Name	Account number at Custodian
Company	Day time telephone number
	E-mail

Enclosed to this form is the complete printout from our custodian/VPS⁵, verifying our bondholding in the bond issue as of _____.

We acknowledge that Nordic Trustee AS in relation to the Written Resolution for verification purpose may obtain information regarding our holding of Bonds on the above stated account in the securities register VPS.

We consent to the following information being shared with the issuer's advisor (the Advisor):

- Our identity and amounts of Bonds owned
- Our vote

Place, date

Authorized signature

Return by mail:

*Nordic Trustee AS
PO Box 1470 Vika
N-0116 Oslo
Norway*

Telephone: +47 22 87 94 00

E-mail: mail@nordictrustee.com

⁵ If the Bonds are held in custody other than in the VPS, evidence provided from the custodian confirming that (i) you are the owner of the Bonds, (ii) in which account number the Bonds are held, and (iii) the amount of Bonds owned.

ISIN: NO0011094641

2.00% Entra ASA Unsecured Open Green Bond Issue 2021/2029

The undersigned holder or authorised person/entity, votes in the following manner to the Proposed Resolution as defined in the Notice of a Written Resolution dated 11 May 2026:

In favour of the Proposed Resolution

Against the Proposed Resolution

ISIN NO0011094641	Amount of bonds owned
Custodian Name	Account number at Custodian
Company	Day time telephone number
	E-mail

Enclosed to this form is the complete printout from our custodian/VPS⁶, verifying our bondholding in the bond issue as of _____.

We acknowledge that Nordic Trustee AS in relation to the Written Resolution for verification purpose may obtain information regarding our holding of Bonds on the above stated account in the securities register VPS.

We consent to the following information being shared with the issuer's advisor (the Advisor):

Our identity and amounts of Bonds owned

Our vote

Place, date

Authorized signature

Return by mail:

Nordic Trustee AS

PO Box 1470 Vika

N-0116 Oslo

Norway

Telephone: +47 22 87 94 00

E-mail: mail@nordictrustee.com

⁶ If the Bonds are held in custody other than in the VPS, evidence provided from the custodian confirming that (i) you are the owner of the Bonds, (ii) in which account number the Bonds are held, and (iii) the amount of Bonds owned.

Schedule 2: Form of Amendment Agreement

AMENDMENT AGREEMENT

in respect of the following bond terms (together, the "Bond Terms")

for the following bond issues (together, the "Bond Issues"):

ISIN	NAME	TICKER	BOND TERMS
[●]	[●]	[●]	[●]

This amendment agreement (the “ Amendment Agreement ”) is made between:	
ISSUER:	Entra ASA, a company existing under the laws of Norway with registration number 999 296 432 and LEI-code 549300APU14LQKTYCH34; and
BOND TRUSTEE:	Nordic Trustee AS, a company existing under the laws of Norway with registration number 963 342 624 and LEI-code 549300XAKTM2BMKIPT85.
DATED:	[●] 2026

BACKGROUND

- A. Pursuant to the summons for a Written Resolution dated [●] 2026 in respect of the Bond Issues, the Issuer proposed to make identical amendments to each of the Bond Terms. The proposal was adopted by the Bondholders in all Bond Issues on [●] 2026 (collectively, the “**Written Resolutions**”).
- B. This Amendment Agreement is being entered into in order to document the amendments to the Bond Terms as resolved pursuant to the Written Resolutions.

1. DEFINITIONS

Unless the contrary intention appears in this Amendment Agreement, terms defined in the relevant Bond Terms have, unless expressly defined herein or otherwise required by the context, the same meaning in this Amendment Agreement.

2. EFFECTIVE DATE

This Amendment Agreement will take effect on the date (the “**Effective Date**”) on which the Bond Trustee notifies the Issuer that it has received (or, in its sole discretion, waived receipt of) each of the documents set out in Attachment 1 (*Conditions Precedent*), in form and substance satisfactory to the Bond Trustee.

3. AMENDMENTS TO THE BOND TERMS

With effect from the Effective Date, Clause 3.4 (*Special Conditions*) of each of the Bond Terms shall be amended to read as follows:

“**3.4 Special Conditions**
3.4.1 *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 40% (reduced by any use of the 40% allowance under Clause 3.4.2) 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).*

3.4.2 *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 40% (reduced by any use of the 40% allowance under Clause 3.4.1 above) 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 Clause 3.4.1 (a) (i) throughout (iii) above can be incurred and permitted to subsist; and*
- (b) *Part-owned Subsidiaries from freely assuming any financial indebtedness.”*

4. COSTS AND EXPENSES

The Issuer shall, upon demand, pay to the Bond Trustee all costs and expenses incurred by the Bond Trustee in connection with the preparation and negotiation of this Amendment Agreement and/or any other documents and actions contemplated by this Amendment Agreement.

5. MISCELLANEOUS

- 5.1 This Amendment Agreement is a Finance Document for the purposes of each of the Bond Terms.
- 5.2 Except as expressly amended by this Amendment Agreement, all terms and provisions of the Finance Documents (as defined in each of the Bond Terms) shall remain in full force.
- 5.3 With effect from the Effective Date, all references to each of the Bond Terms in the Finance Documents shall be construed as references to each of the Bond Terms as amended by this Amendment Agreement.

6. GOVERNING LAW

This Amendment Agreement shall be governed by Norwegian law, and subject to the jurisdiction of the Norwegian courts with Oslo District Court (No. *Oslo tingrett*) as agreed legal venue.

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SIGNATURES:

The Issuer: Entra ASA By: Position:	The Bond Trustee: Nordic Trustee AS By: Position:
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CONDITIONS PRECEDENT

- (i) This Amendment Agreement duly executed by all parties hereto.
- (ii) Copies of all necessary corporate resolutions of the Issuer to execute this Amendment Agreement.
- (iii) A copy of a power of attorney (unless included in the corporate resolutions) from the Issuer to relevant individuals for their execution of this Amendment Agreement, or extracts from the relevant register or similar documentation evidencing such individuals' authorisation to execute this Amendment Agreement on behalf of the Issuer.
- (iv) Copies of the Issuer's articles of association and of a full extract from the relevant company register in respect of the Issuer evidencing that the Issuer is validly existing.
- (v) A copy of any other authorisation or other document, opinion or assurance which the Bond Trustee in its reasonable opinion considers to be necessary or desirable in connection with the entry into and performance of this Amendment Agreement.