

ÚTGÁFULÝSING / ISSUE DESCRIPTION

RAFRÆN ÚTGÁFA SKULDABRÉFA/VÍXLA HJÁ NASDAQ CSD ICELAND. ELECTRONIC ISSUE OF FIXED-INCOME SECURITIES IN THE NASDAQ CSD ICELAND SYSTEM.

1. Almennar upplýsingar um útgefanda / General information about the issuer:

Nafn útgefanda, kennitala, heimild til útgáfu, skráð aðsetur og höfuðstöðvar ef þær eru aðrar en hið skráða aðsetur. / Name of issuer, registration number, authorisation for issue, registered address and head office address if different from the registered address:

Upplýsingar um útgefanda/Issuer's data:	
Nafn útgefanda/Name of issuer: Sunstone IV hf.	Kennitala/Registry code: 6209212540
Skráð aðsetur/Registered address: Borgartún 27, 105 Reykjavík	LEI kóði/LEI code: 549300SB6XHSWSEXT96
Höfuðstöðvar, ef annað en skráð aðsetur/Head office address, if different from registered address:	
Tengiliður/Contact person (Issuer or Issuer Agent): Pauline Thomson	E-mail: Pauline.THOMSON@ardian.com Símanr./Phone number: 337-8519

Nöfn og kennitölur forsvarsmanna útgefanda. / Names and national identification numbers of issuer's representatives:

Nafn/Name:	Kennitala/Id no:
Daniel A W. Von Der Schulenburg, chairman	1603814509
Joseba Andoni Echave Larranaga, boardmember	0207762509
Leonard Rasche, boardmember	0605925949
Pauline Thomson, CEO	1302875149

Nöfn, símanúmer og netföng þeirra sem annast afborganir útgáfunnar. / Names, phone numbers and e-mail addresses of persons managing the issue's repayments:

Nafn/Name:	Símanr./Phone no.:	Netfang/E-mail:
Pauline Thomson	337-8519	Pauline.THOMSON@ardian.com

2. Upplýsingar um útgáfuna / Information about the issue:

Upplýsingar um útgáfuna/Issue's data:	
Nafn útgáfunnar/ Issue's short name: MILA 300929	ISIN kóði/code: IS0000034445

Nafnverð og önnur skilyrði sem varða útgáfuna og skuldbinda útgefanda skal skrá í viðauka, sjá eyðublað, „Viðauki – skilmálar skuldabréfs/víxils“. / The nominal value and other terms concerning the issue and obliging the issuer shall be recorded in an appendix, see the form “Appendix – Term sheet for fixed-income securities”.

Breytingar á skilmálum / Amendments to terms and conditions:

Útgefanda ber að tilkynna Nasdaq verðbréfamiðstöð hf. (NVM) um hvers kyns breytingar á skilmálum skuldabréfanna. The issuer must notify Nasdaq CSD Iceland hf. (“NCSDI”) of any changes to the terms and conditions of the fixed-income securities.

Afskráning / Removal from registration:

Skuldabréfin verða afskráð eftir lokagjalddaga, nema tilkynning um annað berist frá útgefanda. Útgefandi sendir NVM staðfestingu þegar lokagjalddagi hefur verið greiddur. / The fixed-income securities will be removed from registration after the maturity date, unless notification to the contrary is received from the issuer. The issuer sends NCSDI confirmation when payment has been made.

Greiðslufall / Non-payment:

Útgefanda ber að tilkynna NVM um greiðslufall og skal í því tilviki senda NVM tilkynningu þar um þegar greiðsla hefur farið fram. NVM getur óskað eftir staðfestingu frá vörsluaðila að skuldabréfið hafi verið greitt upp. / The issuer must notify NCSDI of any non-payment and shall in such cases send NCSDI notification thereon once the payment has been made. NCSDI may request confirmation from the custodian that the bond has been paid off.

Nasdaq verðbréfamiðstöð hf. ráðstafar útgefnum skuldabréfum á NVM reikning útgefanda hjá fjármálafyrirtæki. / Nasdaq CSD Iceland hf. deposits issued fixed-income securities into an NCSDI account held by the issuer with a financial institution.

Upplýsingar um reikning útgefanda/Issue's account data:	
Fjármálafyrirtæki/vörsluaðili/ Financial institution/custodian: Íslandsbanki	Reikningsnúmer/Account number: 100058

Annað/ Miscellaneous:

Termsheet and other terms provide an integral part of this issue description.

3. Upplýsingar um þá sem annast útgáfulýsingu / Information about those managing the Issue Description:

Nafn, sími og netfang þeirra sem annast útgáfulýsingu hjá útgefanda. Names, phone numbers and e-mail addresses of the issuer's employees managing the Issue Description:

Nafn/Name:	Símanr./Phone no.:	Netfang/E-mail:
Pauline Thomson		Pauline.THOMSON@ardian.com

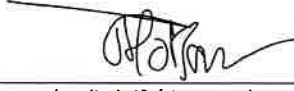
Nöfn, símanúmer og netföng starfsmanna þeirrar reikningsstofnunar sem annast útgáfulýsinguna. / Names, phone numbers and e-mail addresses of the account operator's employees managing the Issue Description:

Nafn/Name:	Símanr./Phone no.:	Netfang/E-mail:
Ellert Hlöðversson	844-4536	ellerth@isb.is

4. Fylgigögn með útgáfulýsingu/ Documentation accompanying the Issue Description:

- Staðfesting á að útgefandi hafi tekið formlega ákvörðun um hina fyrirhuguðu rafrænu útgáfu eða önnur gögn þar að lútandi svo sem staðfest afrit af fundargerð eða vísun í lög eða reglur sem gilda um útgáfuna. / Confirmation that the issuer has made a formal decision on the intended electronic issue or other documentation to that effect, such as a certified copy of minutes or a reference to laws or regulations that apply to the issue.
- Viðauki – skilmálar skuldabréfs/víxils. / Appendix – Term sheet for the bond/bill.

Útgefandi/ Issuer:

Pauline Thomson		26/09/2022
NAFN (í prentstöfum/FIRST AND LAST NAME (in capital letters))	(undirskrift/signature)	(dagsetning/date)

Reikningsstofnun/ Account operator:

Ellert Hlöðversson		26/9 2022
NAFN (í prentstöfum/FIRST AND LAST NAME (in capital letters))	(undirskrift/signature)	(dagsetning/date)

**VIÐAUKI - SKILMÁLAR SKULDABRÉFS/
TERM SHEET – FIXED-INCOME SECURITIES**

Upplýsingar um útgefanda/ Issuer's data:

1. Nafn/ Name:	Sunstone IV hf.
2. Kennitala/Registry number:	6209212540
3. LEI kóði/LEI code:	549300SB6XHSWSEXT96

Upplýsingar um útgáfu/Issue's data:

4. Auðkenni útgáfu/Symbol (Ticker):	MILA 300929
5. ISIN kóði/ISIN code:	IS0000034445
6. CFI kóði/CFI code:	DBFSFR
7. FISN kóði/FISN code:	SUNSTONE IV/2.20 BD 20290930
8. Skuldabréf/víxill/ Bonds/bills:	Bonds
9. Heildarnafnverð útgáfu skv. Útgáfuheimild/ Total issued amount :	6,000,000,000
10. Nafnverð áður útgefið/ Total amount previously issued:	0
11. Nafnverð útgefið nú/ Amount issued at this time:	6,000,000,000
12. Nafnverðseining í verðbréfamiðstöð/ Denomination in CSD:	20,000,000
13. Skráð í Kauphöll/ Listed on Nasdaq Stock Exchange:	Yes

Afborganir – Greiðslufæði/ Amortization – Cash flow

14. Tegund afborgana/ Amortization type:	Irregular payments
15. Tegund afborgana, ef annað/ Amortization type, if other:	Payments of principal and interests shall be made in 14 payments, semi-annually, at 30 March and 30 September each year, for the first time 30 March 2023. At the first three payment dates no principal payments shall be made. At the next 10 payment dates installments shall be made as if the bond is 35 year annuity. At the last payment date all remaining principal shall be made.
16. Gjaldmiðill/ Currency:	ISK
17. Gjaldmiðill ef annað/ Currency, if other:	Click here to enter text.
18. Útgáfudagur/ Issue date:	30.9.2022
19. Fyrsti gjalddagi höfuðstóls/ First ordinary installment date:	30.9.2024
20. Fjöldi gjalddaga höfuðstóls í heild/ Total number of installments:	10
21. Fjöldi gjalddaga á ári/ Installment frequency:	2
22. Lokagjalddagi höfuðstóls/ Maturity date:	30.9.2029
23. Vaxtaþrósenta/ Interest rate:	2.2%

24. Vaxtaruna, breytilegir vextir/ Floating interest rate, if applicable:	Choose an item.
25. Vaxtaruna, ef annað/ Floating interest rate, if other:	Click here to enter text.
26. Álagsprósenta á vaxtarunu/ Premium:	Click here to enter text.
27. Reikniregla vaxta/ Simple/compound interest:	Simple
28. Reikniregla ef annað/ Simple/compound, if other:	Click here to enter text.
29. Dagaregla/ Day count convention:	30E/360
30. Dagaregla ef annað/ Day count convention, if other:	Click here to enter text.
31. Fyrsti vaxtagalur Interest from date:	30.9.2022
32. Fyrsti vaxtagjalddagi/ First ordinary coupon date:	30.3.2023
33. Fjöldi vaxtagjalddaga á ári/ Coupon frequency:	2
34. Fjöldi vaxtagjalddaga í heildina/ Total number of coupon payments:	14
35. Ef óreglulegt greiðsluflæði, þá hvernig/ If irregular cash flow, then how:	Payments of principal and interests shall be made in 14 payments, semi-annually, at 30 March and 30 September each year, for the first time 30 March 2023. At the first three payment dates no principal payments shall be made. At the next 10 payment dates installments shall be made as if the bond is 35 year annuity. At the last payment date all remaining principal shall be made.
36. Verð með/án áfallinna vaxta/ Dirty price / clean price:	Clean price
37. Clean price quote:	Choose an item.
38. Ef dagsetning afborgunar er frídagur, skal auka vaxtagala sem því nemur/ If payment date is a bank holiday, does payment include accrued interest for days missing until next business day?:	Nei

Vísitölur/ Indexing

39. Vísitölutrygging/ Indexed:	Yes
40. Nafn vísitölu/ Name of index:	CPI
41. Dagvísitala eða mánaðarvísitala/ Daily index or monthly index:	Daily index
42. Dag/mánaðarvísitala ef annað/ Daily index or monthly index, if other:	Click here to enter text.
43. Grunnildi vísitölu/ Base index value:	555.0467
44. Dags. Grunnvísitölugildis/ Index base date:	30.9.2022

Aðrar upplýsingar/ Other information

45. Innkallanlegt/ Call option:	No
46. Innleysanlegt/ Put option:	No
47. Breytanlegt/ Convertible:	No
48. Lánshæfismat (matsfyrirtæki, dags.)/ Credit rating (rating agency, date):	Click here to enter text.
49. Aðrar upplýsingar/ Additional information:	Click here to enter text.



For full information on the bonds, this Appendix-Term sheet must be read in conjunction with the rest of the Bond issue description.

The terms contained here within relate to the bonds issued by Sunstone IV hf., Icelandic ID no. 620921-2540, bearing the identify MILA 300929 and the ISIN IS0000034445. These terms shall constitute an integral and intrinsic part of the bond's issue description.

1. Key information on the issue

Identity / Trading symbol:	MILA 300929
ISIN:	IS0000034445
Bonds:	The Bonds issued under this programme, identified as MILA 300929, defined by this issue description (the "Bonds"). Each individual bond which is a part of the Bonds is referred to as a "Bond".
Issue date:	30 September 2022 (the "Issue Date").
First interest date:	The Issue Date.
Final maturity date:	30 September 2029 (the "Final Maturity Date").
Currency:	ISK
Total aggregate nominal amount:	A maximum of ISK 6,000,000,000 (ISK six billion) has been authorized for issuance.
Nominal amount issued now:	ISK 6,000,000,000 (ISK six billion).
Unit size nominal:	ISK 20,000,000 (ISK twenty million).
Interest rate:	2.2% per annum fixed rate.
Day count fraction:	30E/360
Indexation:	<p>The Bonds are indexed to the Icelandic Consumer Price Index ("CPI"), issued by Statistics Iceland in accordance with law 12/1995 on Consumer Price Index (Icelandic <i>Lög um vísitölu neysluverðs</i>), with the Base Index Rate of 555.0467 on the Issue Date (the "Base Index Rate").</p> <p>The outstanding amount of the Bonds shall change in proportion to changes in the CPI from the Base Index Rate to the First Payment Date, and in proportion to changes in the CPI between later Payment Dates.</p>

The outstanding amount of the Bonds shall be calculated before interest is calculated.

Payment of principal and interest:

Subject to the below, payments of principal and interest are made semi-annually, at 30 March and 30 September every year (each, a "Payment Date"), for a total of 14 (fourteen) payments. Interest accrues daily at the Interest Rate on the principal amount then outstanding. The first payment of interest shall be six months after the Issue Date, being 30 March 2023 (the "First Payment Date").

Principal and interest payments shall be made according to the following schedule:

- 1) On the First Payment Date, i.e. 30 March 2023, no principal payment shall be payable. However, a full payment of all interest that has accrued from the Issue Date to the First Payment Date shall be made.
- 2) At the next two Payment Dates, i.e. 30 March and 30 September 2023, no principal payment shall be payable. However, a full payment of all interest accrued until that date but unpaid shall be made.
- 3) On each of the following 10 Payment Dates:
 - a. principal shall be paid in equal installments as though being repaid pursuant to a 35 year annuity profile; and
 - b. a full payment of all interest accrued until that date but unpaid shall be made.
- 4) On the latest Payment Date, falling due on the Final Maturity Date, all outstanding principal and accrued interest amounts shall be paid.

For all Payment Dates, principal shall be adjusted for indexation in accordance with these Bond terms immediately prior to calculating the interest payment.

In the event that a Payment Date falls on a day which is not a Business Day, the payment is to take place the next following Business Day. In such event, interests shall only be accrued to the Payment Date.

The Issuer, through the securities depository, will make payments of the Bonds to those account operators where the registered Bondholders hold their custody account, as prescribed in Act 7/2020 on Central Securities Depositories, Settlement and Electronic Registration of Financial Instruments. The applicable account operator is responsible for final payments to the Bondholders.

Business Day:	A weekday where banks are generally open for business in Iceland (each a “Business Day”).
Early redemption (Issuer call):	The Issuer shall not be permitted to redeem the Bonds in full or in part. Nevertheless provided that the Issuer first makes a pro rata offer to the Bondholders, the Issuer shall be permitted to purchase the Bonds on the open market from any Bondholders that accept that offer in accordance with its terms.
Condition for bond issuance:	The issue of the Bonds is conditional upon the Issuer, or a party within the Issuer’s Group, first entering into and executing the following other Finance Documents: (a) the Senior Facilities Agreement (b) the Intercreditor Agreement and (c) the Security (although, of the Possessory Liens, only that granted by the Issuer over (among other things) all of the shares it holds in BidCo), with paragraph (a) being in form and substance satisfactory to the Facility Agent (as defined in the Senior Facility Agreement) and each of paragraphs (b) and (c) being in form and substance satisfactory to the Bondholders Agent.

2. Definition of parties to the Bonds and Bondholders Meeting

Issuer:	Sunstone IV hf., a public limited company registered at Borgartún 27, 105 Reykavík, Iceland and having the Icelandic ID number 620921-2540 (the “Issuer”).
BidCo	AB 855 hf., a public limited company registered at Borgartún 27, 105 Reykjavík, Iceland and having the Icelandic ID number 620921-2620 (“BidCo”).
Míla:	Míla ehf., a private limited company registered at Stórhöfði 22-30, 110 Reykjavík and having the Icelandic ID number 460207-1690 (“Míla”).
Issuer Group:	The Issuer and all subsidiaries of the Issuer, as defined in Article 2 of Act no. 3/2006 on Annual Accounts (the “Issuer Group”). For avoidance of doubt, the Issuer Group will, on and from the Issue Date, include Míla, and also includes all subsidiaries of subsidiaries of the Issuer, subsidiaries of such companies and so on.

Bondholder:	Any party who holds a Bond and can deliver confirmation of such ownership of a custody account at an account operator (a “Bondholder” and every Bondholder jointly the “Bondholders”).
Calculating agent:	The Issuer.
Security Agent:	<p>The Bondholders have appointed Íslandsbanki hf., a public limited company registered at Hagasmári 3, 201 Kópavogur, Iceland, and having the Icelandic ID number 491008-0160, as the initial security agent (the “Security Agent”) under the Intercreditor Agreement.</p> <p>Bondholders have the right to replace the Security Agent, subject to the provisions of the Intercreditor Agreement, at any time, given that such decision is taken at a Bondholders Meeting where a decision level of 75% is required. Should any other party request the replacement of the Security Agent, in line with the provisions of the Intercreditor Agreement, the same decision level applies to the extent the Bondholders’ consent is required.</p>
Bondholders Agent:	<p>The Bondholders have appointed Íslandsbanki hf., a public limited company registered at Hagasmári 3, 201 Kópavogur, Iceland, and having the Icelandic ID number 491008-0160, as the initial bondholders agent (the “Bondholders Agent”).</p> <p>Bondholders have the right to replace the Bondholders Agent, subject to the provisions of the Intercreditor Agreement, at any time, given that such decision is taken at a Bondholders Meeting where a decision level of 75% is required. The new Bondholder Agent shall accede to the Intercreditor Agreement by executing and delivering to the Security Agent a creditor accession undertaking.</p>
Covenant Testing Agent:	<p>The Bondholders have appointed KPMG ehf., a private limited company registered at Borgartún 27,105 Reykjavík, Iceland, and having the Icelandic ID number 590975-0449 as the initial covenant testing agent (the “Covenant Testing Agent”).</p> <p>Bondholders have the right to replace the Covenant Testing Agent at any time, given that such decision is taken at a Bondholders Meeting where a decision level of 75% is required.</p>

Bondholders Meeting: To discuss and make decisions in relation to the Bonds, Bondholders shall conduct a meeting (the “Bondholders Meeting”).

Should a need for a Bondholders Meeting arise, the Bondholders Agent shall call for the meeting at the request of a Bondholder and/or the Security Agent and/or the Issuer and/or at the discretion of the Bondholders Agent itself.

Bondholders Meeting shall be called for by no less than two (2) weeks notice. Prior to the listing of the Bonds, meetings shall be summoned with an agenda and a list of proposals through a securities depository which in turn will deliver the summon to the Bondholders, but by a stock exchange release once the Bonds have been listed. Further, all resolutions and conclusions of Bondholders Meeting shall be delivered to Bondholders in the same manner without any unreasonable delay.

The Bondholders Agent, the Security Agent, the Bondholders and the Issuer, along with their advisors and agents, are permitted to attend a Bondholders Meeting. The Bondholders shall elect a meeting chairman and the secretary of the meeting. The chairman shall confirm whether the meeting is lawful and conclude on all matters relating to conduct of the meeting, including with respect to voting rights of each Bondholder.

The Issuer has the right to be heard at the Bondholders Meeting. Once discussions are concluded and before voting takes place, the Bondholders have the right to request that the Issuer and his agents and advisors, leave the meeting.

The voting rights of each Bondholder are proportional to the nominal amount held by each Bondholder as a proportion of the total outstanding nominal amount of the Bonds at the day of the meeting. A simple majority, i.e. over 50%, is required to approve any proposal, unless a different decision level is stated in the terms of this Bond. For avoidance of doubt, any Bonds owned by the Issuer or any member of the Issuer Group and/or any closely related party to the Issuer or any member of the Issuer Group do not have voting rights and the voting process shall be adjusted accordingly. Closely related party (Ice. nákominn aðili) has the same meaning as in Article 3 of Act no. 21/1991 on Insolvency etc.

3. The security and role of the Security Agent and the Bondholders Agent

Intercreditor agreement:	<p>The Issuer and the Sunstone III ehf., Icelandic ID number 561221-1380, have entered into Intercreditor Agreement with the Security Agent on behalf of the Bondholders and other creditors of the Issuer Group, among others, which inter alia prescribes for the pari passu security ranking between senior creditors of certain entities of the Issuer Group (the “Intercreditor Agreement”).</p> <p>A reference to the terms and/or provisions of the Bonds shall include for the avoidance of doubt a reference to the terms of the Intercreditor Agreement. To the extent of any inconsistency between the terms of the Intercreditor Agreement and another Bond document, the terms of the Intercreditor Agreement shall prevail.</p>
Senior facilities agreement	<p>The Issuer and Íslandsbanki hf., a public limited company registered at Hagasmári 3, 201 Kópavogur, Iceland, and having the Icelandic ID number 491008-0160 (as a senior lender), among others, are (or will be) parties to a senior facilities agreement, as such agreement may be amended from time to time and/or as such facilities or such agreement may be replaced or refinanced (as applicable) by any subsequent facilities (collectively, the “Senior Facilities Agreement”).</p>
Secured Debt:	<p>All debt owed by the Issuer which is secured by the Security (the “Secured Debt”), via any contract, declaration, memorandum or any other document relating to the Secured Debt (including the Senior Facilities Agreement and the Intercreditor Agreement) (the “Finance Documents” and each a “Finance Document”). For the avoidance of doubt, the current debt of Míla will be fully refinanced with the proceeds of the Secured Debt.</p>
Possessory lien:	<p>To ensure the punctual and full payment of, and/or performance or discharge of, the Bonds and other senior debt of the Issuer Group, the following security interests have been granted to the Security Agent (for the benefit of the “Senior Creditors” as defined in the Intercreditor Agreement):</p> <ol style="list-style-type: none">a) as at the Issue Date, a possessory lien granted by the Issuer over all the shares (and related rights) that it holds in BidCo;

- b) within 40 Business Days of the Issue Date (or such later date as may be agreed under the Senior Facilities Agreement, provided that such later date can in no case be later than 60 Business Days after the Issue Date), a possessory lien granted by BidCo over all the shares (and related rights) that it holds in Míla; and
- c) following an anticipated merger of BidCo and Míla, a possessory lien granted by the Issuer over all the shares (and related rights) that it holds in the surviving entity of such merger,

which possessory liens shall in each case also be granted by whichever member of the Issuer Group holds the nominal additional share(s) in the relevant share issuer, such that each of the above possessory liens will provide security over (among other things) all (i.e. 100%) of the issued shares (and related rights) of the relevant share issuer (each, a "Possessory Lien").

Each of these security interests are or will otherwise be free of encumbrance and contain all rights which shares in companies customarily do, containing all necessary provisions to ensure the enforceability of the Possessory Liens, in each case except as otherwise contemplated within the Permitted Ordinary Course of Business.

Guarantee:	To ensure the punctual and full payment of, and/or performance or discharge of, the Bonds, the Issuer has procured that Míla (following an anticipated merger of BidCo and Míla), has issued (under the Intercreditor Agreement) an unconditional, irrevocable joint and several guarantee limited (in aggregate, across all Finance Documents) in amount to ISK 19,200,000,000, under which, following the written demand of the Security Agent, Míla must pay such amounts that are due but unpaid by the Issuer as though it were the principal obligor (the "Guarantee").
Security:	The Possessory Liens, the Guarantee and each other security interest granted pursuant to the Finance Documents, including but not limited to a pledge over the material bank accounts of Bidco and Míla (the "Security").
Role of the Security Agent:	The Security Agent shall represent the interest of all Bondholders equally and hold and preserve the original copy of the Intercreditor Agreement, as well as all original copies of the Possessory Liens, the Guarantee and other

Security securing inter alia the debt obligations owed to the Bondholders. The Security Agent shall monitor the enforceability of the Security. Further, the Security Agent shall, on behalf of the Bondholders, make decisions regarding the Security up to the extent that the provisions of the Intercreditor Agreement and the Bonds provide for, or alternatively summon a Bondholders Meeting to make decisions on the Security.

Further yet, the Security Agent shall in the event of an acceleration protect the interest of the Bondholders in accordance with the Intercreditor Agreement.

The obligations of the Security Agent are in all cases subject to the terms and provisions of the Bonds and the Intercreditor Agreement. All cost relating to the work of the Security Agent is payable by the Issuer in accordance with the terms of the Bonds.

Role of the
Bondholders Agent:

The Bondholders Agent shall represent the interest of all Bondholders equally. The Bondholders Agent shall be the recipient on all notifications from the Issuer on Events of Default, breaches of representations and warranties, breaches of other covenants and/or any other notifications with regards to the Bonds. The Bondholders Agent shall, in line with the provisions of the Bonds, summon a Bondholders Meeting to make decisions as needed.

Further, the Bondholders Agent shall at the request of the Issuer and/or a Bondholder and/or the Security Agent and/or at its own initiative, summon a Bondholders Meeting to vote on the acceleration of the Bonds in case an Event of Default is continuing.

The obligations of the Bondholders Agent in all cases subject to the terms and provisions of the Bonds. All cost relating to the work of the Bondholders Agent is payable by the Issuer in accordance with the terms of the Bonds.

4. Events of default

- Default interest:** If the Issuer fails to pay any amount payable by it under the Bonds on its due date, the Bondholders shall be entitled to collect default interest on the overdue amount from the due date to the date of payment, calculated at the rate per annum of default interest (Icelandic: *dráttarvextir*) as published by the Central Bank of Iceland in accordance with Paragraph 1 of Article 6 of Act no. 38/2001 on interest and indexation.
- Despite the aforementioned, the Bondholders are not entitled to any default interest if the Issuer's failure to pay is a result of an action or inaction by the Bondholders, including not having in a provable manner demonstrated its ownership of a Bond as needed.
- Permitted ordinary course of business:** Transactions in the ordinary course of business, on arm's length term, and consistent with past custom and practice of Míla, and/or additional companies which may be acquired or otherwise become a member of the Issuer Group, and/or other companies which carry out similar business (in part or as a whole) as members of the Issuer Group, as permitted in the Finance Documents on the Issue Date; or any other "Permitted" actions however so defined in the Finance Documents (as they are on the Issue Date) (together, the "**Permitted Ordinary Course of Business**").
- Notwithstanding anything to the contrary in these Bond terms, no transaction, payment, matter or other step undertaken that is permitted in the Permitted Ordinary Course of Business will constitute a breach of, or Event of Default under, these Bond terms.
- Events of default:** The following constitute events of default ("Events of Default"):
- a) **Failure to pay:** If the Issuer does not pay any payment payable under the Bonds, in each case at the place and in the currency in which it is expressed to be payable (unless its failure to pay is caused by administrative or technical error or a material market disruption and payment is made within 5 Business Days of its due date).
 - b) **Financial covenants:** If any Financial Covenant is not satisfied at each Test Date, and such breach is not cured in accordance with the "Financial Covenant Cure" provisions below.

- c) **Breach of obligations:** If any member of the Issuer Group does not comply with any General Undertaking or Information Covenants hereunder or any other term of any of the Finance Documents or the Intercreditor Agreement (unless the failure to comply is capable of remedy and is remedied within 15 Business Days of the Bondholders Agent giving notice to the Issuer or, if earlier, the Issuer or any member of the Issuer Group becoming aware of such non-compliance).
- d) **Misrepresentation:** If any of the Issuer Warranties, made in connection with the Bonds is incorrect in any material respect when made or deemed to be made, unless the relevant member of the Issuer Group can demonstrate that such incorrect Issuer Warranty has been set forth by a mistake or unintentionally, and the relevant Issuer Warranty is capable of being remedied within fifteen (15) Business Days from the notification by the Bondholders Agent (and/or other applicable party) or, if earlier, the Issuer or any member of the Issuer Group becoming aware of such error.
- e) **Cross-default:** Any financial indebtedness, including but not limited to the Secured Debt, owed by any member of the Issuer Group, exceeding ISK 400,000,000 (ISK four hundred million) (or its equivalent in other currencies), is capable of being declared due and payable as a result of an event of default (however described). The aforementioned amount shall be adjusted for inflation in the same manner and using the same Base Index Rate as the Bonds.
- f) **Cross-acceleration:** Any liabilities under the Financing Documents are accelerated in accordance with the terms of the relevant agreement.
- g) **Creditor's process:** Any attachment, detention, distress sale, injunction or any other enforcement procedure or enforcement action is carried out against any member of the Issuer Group, having an aggregate value (for all such companies) in excess of ISK 400,000,000 (ISK four hundred million) (or its equivalent in any other currency).
- h) **Insolvency:** Any member of the Issuer Group is unable or admits inability to pay its debts as they fall due or to be insolvent, suspends or threatens to suspend making payments on its debts, or a moratorium is declared in respect of any its

indebtedness, or any member of the Issuer Group by reason of actual or anticipated financial difficulties begins negotiations with one or more of its creditors excluding the Bondholders or the Bondholders Agent in their capacity as such) with a view to rescheduling any of its indebtedness.

i) **Insolvency proceedings:** Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (whether by way of voluntary or involuntary arrangement or composition, including composition agreement on the basis of law or otherwise) bankruptcy or other financial reorganisation of any member of the Issuer's Group;

(ii) a composition, compromise, assignment or arrangement with any creditor of any member of the Issuer's Group;

(iii) the appointment of a trustee in bankruptcy, composition agent, debtors' assistant, liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer (pursuant to law or otherwise) in respect of any member of the Issuer's Group; or

(iv) enforcement of any security over any assets of any member of the Issuer's Group if when aggregated with any other such enforcement, the value of the relevant assets exceeds ISK 500,000,000,

or any analogous procedure or step is taken in any jurisdiction, except any petition which is discharged, stayed or dismissed within fifteen (15) days of commencement.

j) **Disposal of assets:** The Issuer or any member of the Issuer Group disposes of any of its asset or rights (including shares in companies whether within the Issuer Group or not), save to the extent such action is within the Permitted Ordinary Course Of Business.

- k) **Encumbrance of assets:** The Issuer or any member of the Issuer Group grants encumbrance, provides a security interest, mortgage, charge, pledge or lien in any asset or right, other than relating to the Secured Debt, save to the extent such action is within the Permitted Ordinary Course Of Business.
- l) **Cessation of business:** Any member of the Issuer Group ceases, or threatens to cease, to carry out all or a material part of its business, save to the extent such action is within the Permitted Ordinary Course Of Business.
- m) **Termination of wholesale agreement:** The agreement between the Issuer, or any member of the Issuer Group, and Síminn hf. is terminated, cancelled, repudiated, or rescinded by any party to the agreement, or the agreement otherwise ceases to be in full force and effect, save to the extent such action is within the Permitted Ordinary Course Of Business.
- n) **Qualified auditors' report:** The auditors of the Issuer or any member of the Issuer Group qualify (or refuses to sign and certify) their report on any audited account of the Issuer or any member of the Issuer Group in a manner which is materially adverse to the interests of the Bondholders taken as a whole under the Finance Documents and that qualification is not remedied within 20 Business Days from the earlier of (i) the delivery of the relevant audited accounts, or (ii) notification from the Bondholders Agent (and/or any other party) of such qualification. For the avoidance of doubt, any technical or minor adjustments, emphasis of matter (or equivalent including any uncertainty disclosure) or any other immaterial qualification shall not be constitute an event of default.
- o) **Listing on the Nasdaq Iceland:** If the Bonds have not been listed on the Nasdaq Iceland Main Market within 8 months from the Issue Date.
- p) **Delisting:** The Bonds are, after having been admitted to trading, delisted.

Acceleration:

Should any Event of Default occur, each Bondholder is entitled to demand a Bondholders Meeting, and shall direct its demand to the Bondholders Agent. Further, the Bondholders Agent shall also be obligated to call a Bondholders Meeting should it become aware that an

Event of Default has occurred. Same obligation is placed on the Security Agent.

Acceleration shall be subject to the approval of Bondholders, where a decision level of 33.3% is required. In the case where principal or interest payments have not been made, as stipulated in item (a) of Events of Default, acceleration shall be subject to the approval of Bondholders where a decision level 10% is required.

Notwithstanding the decision of the Bondholders Meeting to accelerate the Bonds or any of the above, any enforcement of the Security is further subject to the provisions of the Intercreditor Agreement.

Should an Event of Default no longer be continuing on the date of the Bondholders Meeting, the Bondholders Agent shall cancel the Bondholders Meeting.

Enforcement of the Security:

A decision of a Bondholders Meeting to accelerate the obligations under the Bonds, shall immediately be notified to the Security Agent, which shall without unnecessary delay proceed with enforcement subject to and in accordance with the Intercreditor Agreement.

5. Financial covenants

Financial covenant
Definitions:

With respect to the Financial Covenants, the following terms shall be defined as follows:

- a) **Book Value Assets:** Aggregate book value of Issuer's assets (on a consolidated basis) as set out in the relevant annual or semi-annual accounted financial statements of the Issuer ending on the applicable Test Date.
- b) **Book Value Equity:** Book Value Assets less Book Value Liabilities, plus the aggregate of all Subordinated Shareholder Loans.
- c) **Book Value Liabilities:** Aggregate book value of all the Issuer's liabilities (on a consolidated basis), but excluding contingent liabilities) as set out in the relevant annual or semi-annual accounted financial statements of the Issuer ending on the applicable Test Date.
- d) **Cashflow:** Net cash from operating activities less net cash to/from investments. For the avoidance of doubt, when calculating the Cashflow, no item shall be added or deducted more than once. For further avoidance of doubt, (i) no item associated with the acquisition of Míla shall be calculated and (ii) net cash will only be deducted where the relevant expenditure is funded from internally generated cashflow and (iii) provided always that for the purposes of any calculation of Cashflow, the Issuer shall be permitted to take into account any amounts payable by Síminn hf. to Míla under the Wholesale Services Agreement (defined below) in that relevant period in respect of which the Issuer Group has issued an invoice (with such amounts being deemed to have been received on the final due date of that invoice if (i) the invoice was paid ahead of the final due date or (ii) the invoice was paid after the final due date but only if such late payment was caused by technical or administrative or other non-material reasons (being any reason not caused by financial difficulty or distress on the part of the Síminn hf., or the relevant invoice being disputed in any respect) and that such payment had been received prior to the publication date of the relevant financial statements).
- e) **Debt Service:** All scheduled payments of principal and interests of any borrowing of the Issuer (on a

consolidated basis), falling due any twelve months ending on a Test Date, excluding:

- a. all voluntary prepayments;
- b. any amount falling due under revolving facility or overdraft, given that such amount was available for simultaneous redrawing; and
- c. the final amount that falls due on the final maturity date applicable to the relevant borrowing;
- d. any interest accrued or payable on Subordinated Shareholder Loans; and
- e. costs on pension, share option, employee profit sharing, or management equity schemes in such amount which those are accounted for as financial charges,

so that no amount is included more than once, and as adjusted to take into account amounts payable or receivable under any derivative instrument on the same accrued basis.

- f) **Debt Service Coverage Ratio:** Cashflow divided by Debt Service in respect to any period of twelve months ending on a Test Date.
- g) **EBITDA:** The profit or loss of the Issuer (on a consolidated basis), adjusted for depreciation, amortization, impairment or capital loss, net financial items and tax, as set out in the relevant annual or semi-annual accounted financial statements of the Issuer ending on the applicable Test Date. For avoidance of doubt, EBITDA shall be (i) adjusted for any extraordinary items (ii) calculated (a) before accounting for any costs relating to any share option or management incentive schemes of the Issuer Group and (b) after adding back any distributions, returns on investments or similar payments (in each case, in cash) received by a member of the Issuer Group.
- h) **Equity Ratio:** The Book Value of Equity divided by the Book Value of Assets.
- i) **Interest Cover Ratio:** EBITDA divided by Net Finance Charge in respect to any period of twelve months ending on a Test Date.
- j) **Leverage Ratio:** Net Interest Bearing Debt divided by EBITDA in respect to any period of twelve months ending on a Test Date.
- k) **Net Finance Charge:** The aggregate interest and recurring interest like charges with regards to any

interest bearing debt payable by the Issuer Group (on a consolidated basis – and excluding (i) any interest accrued or payable on Subordinated Shareholder Loans (ii) costs on pension, share option, employee profit sharing, or management equity schemes in such amount which those are accounted for as financial charges) less any interest and interest like revenues received by the Issuer Group (on a consolidated basis).

- l) **Net Interest Bearing Debt:** Aggregate interest bearing debt (excluding any guarantees within the Permitted Ordinary Course of Business until such liability falls due (but without double counting)) less cash and cash equivalents as set out in the relevant annual or semi-annual accounted financial statements of the Issuer ending on the applicable Test Date.
- m) **Subordinated Shareholder Loans:** Loans made to the Issuer Group by direct or indirect shareholders of the Issuer Group which are subordinated to the Bondholders (among others) under and in accordance with the terms of the Intercreditor Agreement (each, a “Subordinated Shareholder Loan”).
- n) **Test Date:** 30 June and 31 December each year.

Financial covenants:

The Issuer undertakes to adhere to the following financial covenants which relate to the operations and finances of the Issuer Group (on a consolidated basis) (each a “Financial Covenant” and jointly the “Financial Covenants”):

- a) **Equity Ratio:** The Equity Ratio shall not on any Test Date be lower than 25%.
- b) **Leverage Ratio:** The Leverage Ratio shall not on any Test Date be higher than set out below:
 - On 31 December 2022 – 10.00:1
 - On 30 June 2023 – 10.00:1
 - On 31 December 2023 – 9.90:1
 - On 30 June 2024 – 9.90:1
 - On 31 December 2024 – 9.60:1
 - On 30 June 2025 – 9.60:1
 - On 31 December 2025 – 9.10:1
 - On 30 June 2026 and thereafter – 8.70:1
- c) **Debt Service Coverage Ratio:** The Debt Service Coverage Ratio shall not on any Test Date be lower than 1.00:1.

Financial Testing:	<p>The Financial Covenants shall be tested on each Test Date. The Issuer shall calculate the Financial Covenants and provide the Covenant Testing Agent with a Compliance Certificate, a copy of the calculation of Financial Covenants, as well as provide the Covenant Testing Agent all reasonable requested information for the Covenant Testing Agent to complete its review.</p> <p>The aforementioned information shall be provided to the Covenant Testing Agent no later than two weeks after the publication of the annual or semi-annual accounts for the relevant Test Date. No later than two weeks thereafter, the Covenant Testing Agent shall provide a report summarising and confirming the calculation of the Financial Covenants, which the Issuer shall publicly publish via stock exchange release.</p> <p>The first Test Date shall be 31 December 2022, except in the the case that the Issue Date is 1 October 2022 or later, in which case the first Test Date shall be 30 June 2023.</p>
Financial Covenant Cure:	<p>The Issuer may prevent or cure non-compliance with the Financial Covenants on or prior to the date falling 20 Business Days after the delivery of the relevant Compliance Certificate, by either procuring prepayment, repayment, purchase, repurchase, redemption, defeasance or other acquisition or retirement or discharge of a part of its interest bearing liabilities (provided that the provisions of such Finance Documents allow for a prepayment) and/or receiving cash proceeds pursuant to an equity or subordinated shareholder debt injection, in such amount that had such transaction have taken place at the relevant Test Date, the relevant Financial Covenant would have been fulfilled.</p>
Role of the Covenant Testing Agent:	<p>The Covenant Testing Agent shall review and independently verify each calculation of the Financial Covenants by the Issuer, and publish a report summarising its review and confirmation thereto, by a stock exchange release.</p> <p>The obligations of the Covenant Testing Agent are otherwise governed by the terms and provisions of the Bonds in accordance with the applicable mandate letter. All cost relating to the work of the Covenant Testing Agent is payable by the Issuer in accordance with the applicable mandate letter.</p>

6. Issuer representations and warranties, general undertakings and information covenants

Issuer warranties:

The Issuer makes the following representations and warranties to each Bondholder on behalf of itself and any member of the Issuer Group on the Issue Date (jointly the “Issuer Warranties” and each an “Issuer Warranty”):

- a) **Status:** The Issuer is a company, duly incorporated and in good standing and validly existing under the laws of Iceland. The Issuer has the power to own its assets and carry out its business in all material respects as it is being conducted.
- b) **Binding obligations:** Each Finance Document constitutes or when executed in accordance with its terms will constitute its legal, valid, binding and enforceable obligations.
- c) **Authority:** The Issuer has the power to enter into and perform, and has taken or, prior to entering into any Finance Document, will have taken all necessary action to authorise the entry into, performance and delivery of any Finance Document to which the Issuer is or will be a party and the transactions contemplated by those Finance Documents.
- d) **Authorisations:** As of the Issue Date, all authorisations required to enable the Issuer lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents and the transactions contemplated by the Finance Documents have been obtained and are in full force and effect.
- e) **Non-conflict:** The entry into and performance by the Issuer, and the transactions contemplated by, the Finance Documents to which the Issuer is or will be a party to do not and will not conflict with any law or regulation or judicial or official order, or conflict with constitutional documents, or conflict with any agreements or instrument which is binding upon the Issuer or its assets.
- f) **No-offset:** All amounts payable under the Bonds by the Issuer shall be made free and clear of and without any set off against any claims or potential claims the Issuer has towards the Bondholders.
- g) **Financing structure:** No member of the Issuers Group has entered into any contracts of any nature

which constitute or can be interpreted to constitute interest bearing indebtedness, save for financial indebtedness permitted under the Finance Documents.

- h) No encumbrance:** No Security exists over all or any of the present or future assets of any member of the Issuer Group save for security permitted under the Finance Documents.

General undertakings: The Issuer undertakes to abide by the following, on behalf of itself and each member of the Issuer Group (jointly the “General Undertakings” and each a “General Undertaking”):

- a) **Notification of Default:** The Issuer shall notify the Bondholders Agent of any Event or Default or matter which, with the passing of time or giving of a notice, could become an Event of default (and steps being taken, if any, to remedy it) promptly upon becoming aware of its occurrence.
- b) **Preservation of security:** The Issuer shall, and will procure that each member of the Issuer Group will, at its own expense take all such action as the Security Agent considers in its reasonable opinion to be necessary for creating, perfecting, protecting, maintaining and realizing the Security or, following a Default, protecting the Security Agent’s rights, powers, remedies or interests created or intended to be created or evidenced by any of the Security Documents. For the avoidance of doubt, this General Undertaking requires the Issuer and/or members of the Issuer Group to initially instate the Security in accordance with the terms of the Bonds.
- c) **Taxation:** The Issuer shall, and will procure that each member of the Issuer Group will, pay and discharge all taxes imposed on it or its respective assets when due, except to the extent the taxes are contested in good faith and by appropriate means, adequate reserves are being maintained for those taxes and the cost involved, such payment may be lawfully withheld and the failure to pay is not reasonably likely to have material adverse effect.
- d) **Insurance:** The Issuer has, and will procure that each member of the Issuer Group has and will, maintain material insurances on and in relation to its business and material assets against material risks and to the extent as is usual for companies of a similar size carrying on a substantially similar

business. All such insurances must be with reputable independent insurance companies or underwriters and all insurance amounts and valuation in relation thereto shall be reasonable and sufficient.

- e) **No-set off by the Issuer:** All amounts payable by the Issuer under the Bonds shall be made clear and free of any deduction for or on account of any taxes, set-of or counterclaim.
- f) **International accounting standard:** The Issuer will ensure that the consolidated financial accounts are prepared in accordance with international financial reporting standards (IFRS) as accepted by the European Union at each time.
- g) **Arms length transactions:** The Issuer will ensure, and will procure that any member of the Issuer Group, will conduct any and all transactions between themselves on arm's length terms, save to the extent such transactions are within the Permitted Ordinary Course of Business.
- h) **Compliance with constitutional documents:** The Issuer will, and will procure that any member of the Issuer Group will, at all times comply with their Articles of Association.
- i) **Pari-Passu within the Bonds:** Subject to the Intercreditor Agreement, the claims pursuant to the Bonds shall always rank pari-passu among Bondholders and it shall not be permitted to discharge payment due under the Bonds to any Bondholder unless the same proportion is discharged to all Bondholders or unless that payment is in connection with the buying back of the bonds on the open market on the basis of a pari-passu offering thereto.
- j) **Pari-Passu within the Secured Debt:** Subject to the Intercreditor Agreement, all claims within the Secured Debt shall always rank pari-passu among creditors of the Secured Debt.
- k) **Dividend:** The Issuer shall not distribute any dividend to its shareholders, reduce its share capital, enter into any contracts relating to the buyback of own shares, or perform any other action with the purpose of distributing funds and/or assets or rights to its shareholders unless such distribution is permitted under the provisions of the Finance Documents (as they are on the Issue Date).

- l) **Service of a Security Agent:** The Issuer has entered into a binding contract with, and will ensure to its fullest extent that a binding contract will be in place with the Security Agent (or any successor), subject to and in line with the provisions of the Bonds.
- m) **Service of a Bondholders Agent:** The Issuer has entered into a binding contract with, and will ensure to its fullest extent that a binding contract will be in place with the Bondholders Agent (or any successor) is appointed, subject to and in line with the provisions of the Bonds
- n) **Services of a Covenant Testing Agent:** The Issuer has entered into a binding contract with, and will ensure to its fullest extent that a binding contract will be in place with the Covenant Testing Agent (or any successor) is appointed, subject to and in line with the provisions of the Bonds.
- o) **No default on wholesale agreement:** The wholesale services agreement to be entered into between Míla and Síminn hf. on or about the Issue Date (the “Wholesale Services Agreement”) is terminated as a result of the occurrence of a ‘Termination Event’ prior to the ‘Initial Period’ (each as defined therein) or is otherwise terminated, cancelled, repudiated or rescinded by any party thereto such that it ceases to be in full force and effect under clauses 19.1.1, 19.1.3, 19.1.4, 19.1.6, 19.1.8 or 19.1.9 (Termination) of such agreement..

Information covenants: The Issuer undertakes the following (each an “Information Covenant” and jointly the “Information Covenants”):

- a) **Annual accounts:** To publish by a stock exchange release (or prior to listing with the assistance of the Bondholders Agent) the audited consolidated financial accounts, consisting of profit and loss account, balance sheet, cashflow statement and notes to the financial accounts, for each financial period ending after the Issue Date as soon as approved by the board of directors but no later than (a) 150 days after 31 December 2022 (provided that other rules do not require earlier disclosure, including the Rules for Issuers of Financial Instruments, issued by Nasdaq Iceland), or (b) four months after the end of each other fiscal year.

- b) **Semi-annual accounts:** To publish by a stock exchange release (or prior to listing with the assistance of the Bondholders Agent) the semi-annual accounts, consisting of profit and loss account, balance sheet, cashflow statement and notes to the financial accounts, as soon as approved by the board of directors but no later than a) 120 days after 30 June 2023 (provided that other rules do not require earlier disclosure, including the Rules for Issuers of Financial Instruments, issued by Nasdaq Iceland), or (b) three months after the end of each other fiscal half year.
- c) **Company certificate:** To deliver to the Covenant Testing Agent a certificate after the release of audited and semi-annual financial statements, signed by an authorised signatory of the Issuer, certifying that the financial statements are fairly representing in all material aspects the Issuer's financial condition as at the date of those financial statements.
- d) **Covenant calculation:** To deliver to the Covenant Testing Agent, no later than two weeks after the delivery of the annual accounts or the semi-annual accounts, all necessary information which the Covenant Testing Agent reasonably requires to independently verify the calculation of the Financial Covenants.

7. Dividend and additional leverage

Dividend: Distribution of dividend, purchase of own shares and reduction of share capital via distribution to shareholders is permitted provided that no Event of Default is continuing and/or likely to occur.

Further, permission of any distribution of dividend, purchase of own shares or reduction of share capital via distribution to shareholders is conditional on the following financial ratios to be fulfilled both prior and after any such payment:

- a) Leverage ratio, as set out below:
 - Before 31 December 2022, 9.00:1;
 - From 31 December 2022 and until 30 June 2023, 9.00:1;
 - From 30 June 2023 and until 31 December 2023, 8.90:1;
 - From 31 December 2023 and until 30 June 2024, 8.90:1;
 - From 30 June 2024 and until 31 December 2024, 8.60:1;
 - From 31 December 2024 and until 30 June 2025, 8.60:1;
 - From 30 June 2025 and until 31 December 2025, 8.20:1;
 - Thereafter 7.90:1.
- b) Debt Service Coverage Ratio above 1.05:1.

Additional leverage: The Issuer is permitted to increase its interest bearing indebtedness by issuing additional bonds and/or via bank financing in any nature or form, granted that (i) no Events of Default are continuing and/or likely to occur, and (ii) all such additional indebtedness is either pari-passu to the Bonds or subordinated to the Bonds, and receives no additional priority over the Bonds, or is otherwise within the Permitted Ordinary Course of Business.

Further, to the extent such additional indebtedness is to become Secured Debt, the party providing that indebtedness must (subject to and in accordance with the terms of the Intercreditor Agreement) first or concurrently with the debt incurrence accede as a party to the Intercreditor Agreement, except as otherwise provided for in the Permitted Ordinary Course of Business.

Further yet, permission for any such additional indebtedness is conditional on the following financial ratios to be fulfilled both prior and after any such payment:

- a) Leverage ratio below 7.70:1.
- b) Interest Cover Ratio above 2.00:1.

8. General provisions

Information on bondholders:	The Issuer has the right to request and receive information on the registered Bondholders at each time from the security depository in which the Bonds are registered.
Assignment:	There are no limits on the assignment of the Bonds. The Bonds shall be assigned to a specified, identified party.
Amendments to the Bonds:	<p>Any decision on changes to the terms and provisions of the Bonds, requested by the Issuer, shall be made on a Bondholders Meeting, where a general decision level of 67% is required. However, a decision level of 90% is required to make changes to the following:</p> <ul style="list-style-type: none">a) The decrease of the nominal amount;b) The interest rate level;c) Payment schedule of principal and interest;d) Changes to the nature of the Security.
Disputes:	<p>Any dispute arising regarding the Bonds shall be subject to the exclusive decision of the District Court of Reykjavik. The Bonds are issued under Iceland laws.</p>
Removal from trading:	<p>The Bonds will be automatically removed from trading seven (7) days after the Final Maturity Date, unless otherwise instructed by the Issuer. The Issuer shall notify the security depository where the Bonds are registered of any failure to pay and, in such event, also when payment has been made.</p>