



Advanzia Bank 19/29 FRN EUR FLOOR C SUB

Terms:

Documentation:

The Loan Agreement ¹⁾ is described more closely in Standard Terms

Before investing in the bond, the investor is encouraged to become familiar with relevant documents such as this term sheet, the Loan Agreement and the Issuer's financial accounts and articles of association and if relevant, listing document, cf ABM-rules section 2.7.2.3. The documents are available from the Issuer and in Relevant Places. In the case of any discrepancies between the Loan Agreement and this term sheet, the Loan Agreement will apply.

Relevant Places:

www.advanzia.com and www.oslobors.no

Issuer/Borrower:

Advanzia Bank S.A.

Borrowing Limit – Tap Issue:

N.A.

First Tranche / Loan Amount : ²⁾

EUR 25 million

Disbursement Date: ³⁾

14 November 2019

Maturity Date: ⁴⁾

14 November 2029

EURIBOR: ⁵⁾

3 months EURIBOR

Margin:

6.00 per cent p.a.

Interest Rate: ⁶⁾

EURIBOR + margin

Day Count Fraction– Interest Rate:

Act/360

Interest Payment Date: ^{7) 9)}

14 February, 14 May, 14 August and 14 November each year

Business Day Convention: ⁸⁾

Modified following

Interest accrual date (from and including):

Disbursement Date

Final interest payment date (to):

Maturity Date

days first term:

92 days

Status of the Loan ¹⁰⁾

Unsecured and subordinated

Issue Price: ¹¹⁾

100.00 of par value

Denomination:

EUR 100,000 each. Minimum subscription and allocation shall be EUR 100,000.

Call)

Redemption Date(s):

See "Special (distinct) conditions" Call Options

Price:

See "Special (distinct) conditions" Call Options

Issuer's org. number/LEI-code:

B109476 (Registre de Commerce et des Sociétés Luxembourg)

Number / Codes:

Sector Code : 9250 **Geographic code:** 9129 **Industry (trade) Code:** N.A.

Usage of funds:

The purpose of the issue is to have the Bonds qualify as Tier 2 Instruments for the purpose of the Applicable Regulation and as determined by the Issuer's Competent Authority.

Approvals / Permissions:

- The bonds have been issued in accordance with the issuer's board approval dated 6 June 2019
- Permission to issue the Bonds was given by the Commission de Surveillance du Secteur Financier (Financial Supervisory Authority of Luxembourg) 9 November 2018
- The listing document has been inspected by Oslo Børs cf ABM-rules sec 2.7

Trustee / Bondholders' Representative:	Nordic Trustee AS, Postboks 1470 Vika, 0116 Oslo.
Arranger(s):	<ul style="list-style-type: none">• ABG Sundal Collier ASA• Pareto Securities AS
Paying Agent:	DNB Bank ASA
Securities Depository:	The Norwegian Central Securities Depository (VPS). Principal and interest accrued will be credited the Bondholders through VPS
Market making:	No market-maker agreement has been made for this Bond Issue
MiFiD II target market of end clients:	Manufacturer target market (MIFID II product governance) is eligible counterparties and professional clients and retail clients (all distribution channels). No PRIIPs key information document (KID) has been prepared as not deemed within scope.
Withholding tax:	The Issuer is responsible for withholding any withholding tax imposed by Luxembourg law. If a withholding tax is imposed in respect of the dividends/coupons related to the Bonds by the Luxembourg tax authority, the Bondholders or the Bond Trustee, as the case may be, shall only receive the net amount after deduction of the withholding tax imposed by Luxembourg law. The Bondholders or the Bond Trustee, as the case may be, will not have any claim against the Issuer for a gross-up.
Special (distinct) conditions:	<p><i>Issuer's call option</i></p> <p>The Issuer may either (i) on 14 November 2024 or any Distribution Payment Date thereafter, or (ii) if : (a) a Capital Disqualification Event; and/or (b) a Taxation Event has occurred, call, redeem, repay or repurchase in a manner permitted by the Applicable Regulations and other applicable law all (but not some only) of the outstanding Bonds at the Redemption Price, provided that the Issuer has obtained prior permission of the Competent Authority in accordance with Articles 77 and 78 of the CRR, and as described in the loan agreement clause 2.7.1.</p> <p><i>Bail-in</i></p> <p>In addition to Reduction of Amounts of Principal, the Bonds may be subject to bail-in under the Bank Resolution Law and any applicable other Luxembourg regulations, as described in the loan agreement clause 2.8.</p> <p><i>No event of default</i></p> <p>This Bond Agreement does not contain any event of default provision and neither the Bond Trustee nor the Bondholders may declare any event of default by the Issuer of any of its obligations under the Bond Agreement neither on the basis of the Bond Agreement nor on the basis of general principles of Norwegian or Luxembourg law.</p>
Supplementary information about the status of the loan and collateral:¹⁰⁾	<p><i>Status of the Bonds</i></p> <p>The Bonds are expected to constitute Tier 2 Instruments of the Issuer under Article 63 of the CRR and the Applicable Regulations. The Bonds constitute direct, unsecured and subordinated obligations of the Issuer, and shall, at all times rank:</p> <ul style="list-style-type: none">(a) pari passu without any preference among themselves;(b) pari passu with any other obligations or capital instruments of the Issuer that rank or are expressed to rank pari passu with the Bonds on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer;(c) senior to holders of the Issuer's CET1 instruments, Additional Tier 1 Instruments and any other obligations or capital instruments of the Issuer that rank or are expressed to rank junior to the Bonds on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer;(d) junior to any present or future (i) depositors of the Issuer, and (ii) any other unsubordinated creditors of the Issuer, other than the present and future claims of creditors that rank or are expressed to rank pari passu with or junior to the Bonds.

Standard Terms: *If any discrepancy should occur between this Loan Description and the Loan Agreement, then the Loan Agreement will apply.*

Loan Agreement:¹⁾	<p>The Loan Agreement will be entered into between the Issuer and the Trustee prior to Disbursement Date. The Loan Agreement regulates the Bondholder's rights and obligations in relations with the Issue. The Trustee enters into this agreement on behalf of the Bondholders and is granted authority to act on behalf of the Bondholders to the extent provided for in the Loan Agreement.</p> <p>When bonds are subscribed/purchased, the Bondholder has accepted the Loan Agreement and is bound by the terms of the Loan Agreement. If subscription is made prior to finalisation of the Loan Agreement, the subscriber is deemed to have granted authority to the Trustee to finalise the Loan Agreement. For tap issues, the Loan</p>
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	Agreement will apply for later issues made within the Borrowing Limit. The parties' rights and obligations are also valid for subsequent issued bonds within the Borrowing Limit.
Open / Close: ³⁾⁴⁾	Tap Issues will be opened on Disbursement Date and closed no later than five banking days before Maturity Date.
Disbursement Date: ³⁾	Payment of the First Tranche / Loan Amount takes place on the banking date ahead of the Disbursement Date as agreed with the Manager(s). In case of late payment, the applicable default interest rate according to "lov 17. desember 1976 nr 100 om renter ved forsinket betaling m.m." will accrue.
Expansions – Tap Issues: ²⁾	For Tap Issues the Issuer can increase the loan above the First Tranche/Loan Amount. For taps not falling on Interest Payment Dates, Accrued Interest will be calculated using standard market practice in the secondary bond market. The Issuer may apply for an increase of the Borrowing Limit.
Issue price – Tap Issues: ¹¹⁾	Any taps under the Tap Issue will be made at market prices.
Interest Determination Date: ⁷⁾	2 Business Days prior to Date of Interest Payment Date
Interest Determination: ⁶⁾⁷⁾	The regulation of the Interest Rate is effective from each Interest Payment Date. The new interest rate is determined on Interest Determination Date based on EURIBOR with additional margin. If EURIBOR becomes negative, the EURIBOR is set to zero. The new interest rate and the next interest term/period will be notified the Bondholders in writing through the Securities Depository. The Trustee and Nordic ABM shall also be notified immediately.
EURIBOR – definition: ⁵⁾	The European Interbank Offered Rate, being (a) the interest rate displayed on Reuters screen EURIBOR01 (or through another system or website replacing it) as of or around 11.00 a.m. (Brussels time) on the Interest Quotation Day for the offering of deposits in Euro and for a period comparable to the relevant Interest Period; or, (b) if no screen rate is available for the relevant Interest Period: (i) the linear interpolation between the two closest relevant interest periods, and with the same number of decimals, quoted under paragraph (a) above; or (ii) a rate for deposits in the Bond currency for the relevant Interest Period as supplied to the Bond Trustee at its request quoted by a sufficient number of commercial banks reasonably selected by the Bond Trustee; or if the interest rate under paragraph (a) is no longer available, the interest rate will be set by the Bond Trustee in consultation with the Issuer to: (i) any relevant replacement reference rate generally accepted in the market; or (ii) such interest rate that best reflects the interest rate for deposits in the Bond currency offered for the relevant Interest Period. EURIBOR is calculated to two Business Days prior to every Interest Payment Date, rounded to the nearest hundredth of a percentage point, for the Interest Period stated. EURIBOR applies with effect from each Interest Payment Date to the next Interest Payment Date.
Interest Period: ⁹⁾⁷⁾	The interest is due in arrears on the Interest Payment Date. The first interest period matures on the first Interest Payment Date after the Disbursement Date. The next period runs from this date until the next Interest Payment Date. The last period of interest ends on Maturity Date.
Accrued interest:	Accrued Interest for trades in the secondary bond market are calculated on the basis of current recommendations of Norsk Finansanalytikeres Forening (The Norwegian Society of Financial Analysts).
Standard Business Day Convention: ⁸⁾	Modified Following: If the Interest Payment Date is not a banking day, the Interest Payment Date shall be postponed to the next banking day. However, if this day falls in the following calendar month, the Interest Payment Date is moved to the first banking day preceding the original date.
Condition – Issuer's call option: ¹³⁾	Exercise of Call shall be notified by the Issuer to the Bondholders and the Bond Trustee at least ten Business Days prior to the relevant Call Date. Partial exercise of Call shall be carried out pro rata between the Bonds (according to the procedures in the Securities Register).
Registration:	The loan must prior to disbursement be registered in the Securities Depository. The bonds are being registered on each Bondholders account or nominee account in the Securities Depository.
Issuer's acquisition of bonds:	The Issuer has the right to acquire Bonds and to retain, sell or discharge such Bonds in the Securities Depository. Subordinated bonds may not be purchased, sold or discharged by the Issuer without the consent of Finanstilsynet, provided that such consent is required.
Amortisation: ⁴⁾	The bonds will run without instalments and be repaid in full on Maturity Date at par, provided the Issuer has not called the bonds.
Redemption:	Matured interest and matured principal will be credited each Bondholder directly from the Securities Registry. Claims for interest and principal shall be limited in time pursuant the Norwegian Act relating to the Limitation Period Claims of May 18 1979 no 18, p.t. 3 years for interest rates and 10 years for principal.
Sale:	Tranche 1/ Loan Amount has been sold by the Arranger(s). Later taps can also be made by other authorized investment firms.
Legislation:	Disputes arising from or in connection with the Loan Agreement, which are not resolved amicably, shall be resolved in accordance with Norwegian law and the Norwegian courts. Legal suits shall be served at the Trustee's competent legal venue.
Fees and expenses:	Any public fees payable in connection with the Bond Agreement and fulfilling of the obligations pursuant to the Bond Agreement shall be covered by the Issuer. The Issuer is not responsible for reimbursing any public fees levied

	on the trading of Bonds.
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Oslo, 11 December 2019

