



**entra**

**Base prospectus**

**Final Terms**

**for**

**ISIN NO0011017147**

**FRN Entra ASA Unsecured Open Bond 2021/2029 Tap Issue  
200 NOK**

Oslo, 2 March 2023

Confidential

Entra ASA

Final Terms - FRN Entra ASA Unsecured Open Green Bond Issue 2021/2029 Tap Issue

ISIN: NO0011017147

*Terms used herein shall be deemed to be defined as such for the purpose of the conditions set forth in the Base Prospectus clauses 2 Definitions and 13.3 Definitions, these Final Terms and the attached Bond Terms.*

**MiFID II product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "MiFID II"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [Consider any negative target market]. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** - The Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA") or in the United Kingdom (the "UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive. Consequently no key information document required by Regulation (EU) No 1286/2014 (the "PRIIPs Regulation") for offering or selling The Bonds or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling The Bonds or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.

This document constitutes the Final Terms of the Bonds described herein pursuant to the Regulation (EU) 2017/1129 and must be read in conjunction with the Base Prospectus dated 3 November 2022.

The Base Prospectus dated 3 November 2022 constitutes a base prospectus for the purposes of the Regulation (EU) 2017/1129 the "Base Prospectus".

Final Terms include a summary of each Bond Issue.

These Final Terms and the Base Prospectus are available on the Issuer's website <https://entra.no> or on the Issuer's visit address, Biskop Gunnerus gate 14, 0185 Oslo, Norway, or their successor (s).

# 1 Summary

The below summary has been prepared in accordance with the disclosure requirements in Article 7of in the Regulation (EU) 2017/1129 as of 14 June 2017.

## Introduction and warning

<i>Disclosure requirement</i>	<i>Disclosure</i>
Warning	This summary should be read as introduction to the Base Prospectus. Any decision to invest in the securities should be based on consideration of the Base Prospectus as a whole by the investor. The investor could lose all or part of the invested capital. Where a claim relating to the information contained in the Base Prospectus is brought before a court, the plaintiff investor might, under the national law, have to bear the costs of translating the Base Prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only where the summary is misleading, inaccurate or inconsistent, when read together with the other parts of the Base Prospectus, or where it does not provide, when read together with the other parts of the prospectus, key information in order to aid investors when considering whether to invest in such securities.
Name and international securities identification number ('ISIN') of the securities.	FRN Entra ASA Unsecured Open Green Bond Issue 2021/2029 with ISIN code NO0011017147.
Identity and contact details of the issuer, including its legal entity identifier ('LEI').	Entra ASA, Biskop Gunnerus gate 14, 0185 Oslo, Norway. Telephone number is +47 21 60 51 00. Registration number 999 296 432 LEI-code ((legal entity identifier): 549300APU14LQKTYCH34.
Identity and contact details of the offeror or of the person asking for admission to trading on a regulated market.	There is no offeror, the Base Prospectus has been produced in connection with listing of the securities on an Exchange. The Issuer is going to ask for admission to trading on a regulated market.
Identity and contact details of the competent authority that approved the prospectus	Financial Supervisory Authority of Norway (Finanstilsynet), Revierstredet 3, 0151 Oslo. Telephone number is +47 22 83 39 50. E-mail: <a href="mailto:prospekter@finansstilsynet.no">prospekter@finansstilsynet.no</a> .
Date of approval of the prospectus.	The Base Prospectus was approved on 03 November 2022.

## Key information on the Issuer

<i>Disclosure requirements</i>	<i>Disclosure</i>
<i>Who is the issuer of the securities</i>	
Domicile and legal form	The Issuer is a public limited liability company incorporated in Norway and primarily organized under the laws of Norway, including the Public Limited Companies Act. LEI-code ((legal entity identifier): 549300APU14LQKTYCH34.
Principal activities	<p>Entra is a leading owner, manager and developer of office properties in Norway. Entra is focused on centrally located, high quality, environment friendly properties in Oslo, Bergen, Stavanger and Trondheim. Entra's business is characterized by solid tenants on long lease contracts and a high occupancy ratio. Entra's project development portfolio is the key driver for its growth. As of 30 June 2022, Entra's property portfolio consisted of approximately 1.6 million square metres across 106 properties. As of 30 June 2022, the management portfolio had a market value of 73,6 billion and the average remaining lease period was 6.5 years. Entra has particular expertise in letting to the public sector, which represented 57 per cent of the customer portfolio as of 30.06.2022. Approximately 75 per cent of the property values in the management portfolio are located in Oslo and surrounding areas.</p> <p>Sustainability is an integrated part of Entra's business and environmental leadership has been part of its business strategy for many years. Technology has rapidly become a core focus area in Entra. Entra strives to be in forefront in making use of new</p>

	<p>technology to develop new and enhanced products and services. The company is a professional owner and manager of its own property portfolio. Through a high level of technical competence, integrated maintenance and control systems and on-site presence, the company's operational staff ensure that Entra's buildings function optimally for its customers every day. Entra creates additional value in its portfolio through property and project development, and the company normally has 5–10 per cent of the portfolio is under development. The company has considerable expertise and experience in zoning, planning, building and redevelopment of office properties. Approximately 90 % of Entra's portfolio consists of office properties. In addition, Entra owns some major cultural buildings such as the National Library and Rockheim, as well as some buildings that are used for education.</p> <p>Geographic exposure Entra's management properties (i.e. not including the development projects) located in Oslo constitute 72 per cent of the portfolio values whereas the properties located in Trondheim constitute eight per cent, Bergen eight per cent, Sandvika six per cent, Drammen four per cent and Stavanger two per cent as of 30 June 2022.</p>
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Major shareholders	The 20 largest shareholders as of 11 October 2022:	
Name	No of shares	% of total
Castellum AB (publ)	60 710 624	33,3 %
Fastighets AB Balder	50 000 000	27,5 %
Danske Bank (Nominee)	14 626 346	8,0 %
Skandinaviska Enskilda Banken	5 483 600	3,0 %
J.P. Morgan (Nominee)	2 443 392	1,3 %
State Street Bank and Trust (Nominee)	2 230 736	1,2 %
Goldman Sachs International (Nominee)	2 099 656	1,2 %
Danske Invest Norske Instit II	1 650 605	0,9 %
The Bank of New York Mellon (Nominee)	1 549 956	0,9 %
Verdipapirfondet Alfred Berg Gambak	1 375 000	0,8 %
Folketrygdfondet	1 349 342	0,7 %
State Street Bank and Trust (Nominee)	1 173 894	0,6 %
Citibank(Nominee)	1 131 711	0,6 %
JPMorgan Chase Bank (Nominee)	1 098 941	0,6 %
Telenor Pensjonskasse	1 043 014	0,6 %
Citibank (Nominee)	819 227	0,4 %
State Street Bank and Trust (Nominee)	814 580	0,4 %
Gjensidige Forsikring	804 459	0,4 %
Danske Invest Norske Instit II	763 472	0,4 %
VPF DNB AM Norske aksjer	730 216	0,4 %
Sum 20 largest	151 898 771	83,4 %
Total	182 132 055	100,0 %

Management	Name	Position
	Sonja Horn	Chief Executive Officer
	Anders Olstad	Chief Financial Officer
	Kjetil Hoff	Chief Operating Officer
	Per Ola Ulseth	Executive Vice President Project Development
	Hallgeir Østrem	Executive Vice President Legal
	Tore Bakken	Executive Vice President Market and Commercial Real Estate Development
	Kristine Hilberg	Executive Vice President HR & Organization

Statutory auditors	Deloitte AS
<i>What is the key financial information regarding the issuer</i>	
Key financial information	

Entra ASA Consolidated		
Amounts in NOK million	YTD Q2 Report 2022 Unaudited	Annual Report 2021 Audited
Operating profit (net income)	882	1 561
Net financial debt (long term debt plus short term debt minus cash)	40 172	26 594
Net Cash flows from operating activities	779	1 488
Net Cash flows from financing activities	12 900	4 469
Net Cash flow from investing activities	-13 840	-5 865

## Entra ASA

Amounts in NOK million	Annual Report 2021 Audited
Operating profit (net income)	-234
Net financial debt (long term debt plus short term debt minus cash)	23 549
Net Cash flows from operating activities	-718
Net Cash flows from financing activities	4 285
Net Cash flow from investing activities	-3 472

There is no description of any qualifications in the audit report for the Annual Report 2021.

*What are the key risk factors that are specific to the issuer*

Most material key risk factors

- *Risks relating to interest rate fluctuations*
- *Risks related to the business of the Group and the industry in which the Group operates*
- *Risks related to valuation of the Group's property portfolio*
- *Risks relating to the financial profile of the Group*

**Key information on the securities**

Disclosure requirements	Disclosure
<i>What are the main features of the securities</i>	
Description of the securities, including ISIN code.	Unsecured Open Green Bond Issue with floating rate. ISIN code NO0011017147
Currency for the bond issue	NOK
Borrowing Limit and Borrowing Amount	Borrowing Limit NOK 3,000,000,000. <ul style="list-style-type: none"> <li>• Borrowing Amount 1st tranche NOK 500,000,000.</li> <li>• Borrowing Amount 2nd tranche NOK 300,000,000.</li> <li>• Borrowing Amount 3rd tranche NOK 700,000,000</li> <li>• Borrowing Amount 4th tranche NOK 200,000,000</li> </ul>
Denomination – Each Bond	NOK 1,000,000
Any restrictions on the free transferability of the securities.	Not Applicable
Description of the rights attached to the securities, limitations to those rights and ranking of the securities.	Upon the occurrence of a Change of Control Event each Bondholder shall have a right of pre-payment (a "Put Option") of its Bonds at a price of 100 % of par plus accrued interest.  See also <a href="#">Status of the bonds and security</a> below.
Information about Issue and Maturity Date, interest rate, instalment and representative of the bondholders	The interest rate is 3 months Nibor + 0.40% p.a.  The outstanding bonds will mature in full on the maturity date at a price equal to 100 % of the nominal amount, if not previously redeemed by the e bondholders.  The representative of the bondholders is Nordic Trustee AS.
Status of the bonds and security	The Issuer's payment obligations under the Bond Terms shall rank ahead of all subordinated payment obligations of the Issuer and the Bond shall rank pari passu between themselves and will rank at least pari passu with all other obligations of the Issuer (save for such claims which are preferred by bankruptcy, insolvency, liquidation or other similar laws of general application).  The Bonds are Unsecured.  Negative pledge

	<p>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 in the Bond Terms) of the Issuer's consolidated assets.</p> <p>The foregoing shall not prevent or restrict:</p> <ul style="list-style-type: none"> <li>a) the Issuer or the Issuer's Subsidiaries from providing, beyond such allowance: <ul style="list-style-type: none"> <li>(i) any customary security in connection with trading in securities and financial instruments,</li> <li>(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,</li> <li>(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</li> <li>(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.</li> </ul> </li> <li>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).</li> </ul> <p>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 in the Bond Terms) of the Issuer's consolidated assets.</p> <p>The foregoing shall not restrict or prevent</p> <ul style="list-style-type: none"> <li>a) that financial indebtedness in connection with such security allowed pursuant to Clause 3.4.1 (a) (i) throughout (iii) in the Bond Terms can be incurred and permitted to subsist; and</li> <li>b) Part-owned Subsidiaries from freely assuming any financial indebtedness</li> </ul>
<p><i>Where will the securities be traded</i></p> <p>Indication as to whether the securities offered are or will be the object of an application for admission to trading.</p>	<p>ISIN NO0011017147 is already listed at Oslo Børs.</p>
<p><i>What are the key risks that are specific to the securities</i></p> <p>Most material key risks</p>	
	<ul style="list-style-type: none"> <li>• <b>Market risk</b> is the risk that the value of the Loan will decrease due to the change in value of the market risk factors. The price of a single bond issue will fluctuate in accordance with the interest rate and credit markets in general, the market view of the credit risk of that particular bond issue, and the liquidity of this bond issue in the market.</li> <li>• <b>Interest rate risk</b> is the risk that results from the variability of the NIBOR interest rate. The coupon payments, which depend on the NIBOR interest rate and the Margin, will vary in accordance with the variability of the NIBOR interest rate.</li> <li>• In respect of the bonds issued as "<b>Green Bonds</b>" there can be no assurance that the relevant use of proceeds will be suitable for the investment criteria of an investor</li> </ul>

**Key information on the admission to trading on a regulated marked**

Disclosure requirements	Disclosure
Under which conditions and timetable can I invest in this security?	The estimate of total expenses related to the admission to trading, please see clause 13.4.5 in the Base Prospectus.  Listing fee Oslo Børs 2019 NOK 10,338 Registration fee Oslo Børs Not Applicable
<i>Why is the prospectus being produced</i>	In connection with listing of the securities on the Oslo Børs.
Reasons for the admission to trading on a regulated marked and use of.	Use of proceeds  The purpose of the issue is financing of Eligible Projects as defined in and otherwise in accordance with the Issuer's Green Bonds Framework. However, a failure to comply with the green bond framework shall not constitute an event of default.  Second opinion by Cicero and Entra ASA's Green Bond Framework: <a href="https://entra.no/storage/uploads/reports/162/second-opinioncicero-green-entra.pdf">https://entra.no/storage/uploads/reports/162/second-opinioncicero-green-entra.pdf</a>
Description of material conflicts of interest to the issue including conflicting interests.	The involved persons in the issuer or offer of the bonds have no interest, nor conflicting interests that are material to the bond issue.



## 2 Detailed information about the security

### Generally:

ISIN code:	NO0011017147	
The Loan/The Bonds/The Notes:	FRN Entra ASA Unsecured Open Green Bond Issue 2021/2029	
Borrower/Issuer:	Entra ASA, Norwegian enterprise no. 999 296 432 and LEI-code 549300APU14LQKTYCH34	
Group:	Means the Issuer and its subsidiaries from time to time	
Security Type:	Unsecured open green bond issue with floating rate	
Borrowing Limit – Tap Issue:	NOK	3,000,000,000
Borrowing Amount 1st tranche:	NOK	500,000,000
Borrowing Amount 2nd tranche:	NOK	300,000,000
Borrowing Amount 3rd tranche:	NOK	700,000,000
Borrowing Amount 4th tranche:	NOK	200,000,000
Denomination – Each bond:	NOK	1,000,000 - each and ranking pari passu among themselves
Securities Form:	As set out in the Base Prospectus clause 13.1.	
Publication:	As specified in the Basic Prospectus section 13.4.2.	
Issue Price:	1st tranche 96.584%, 2nd tranche 96.603% and 3rd tranche 96.678%, 4th tranche 92.704%	
Disbursement Date/Issue Date:	06 March 2023 (fourth tranche)	
Maturity Date:	07 June 2029	
<b>Interest Rate:</b>		
Interest Bearing from and Including:	07 June 2021	
Interest Bearing To:	Maturity Date	
Reference Rate:	3 months Nibor	
Margin:	0.40% p.a.	
Interest Rate:	3 months Nibor + Margin	
Day Count Convention:	As defined in the Base Prospectus section 13.3	
Day Count Fraction – Secondary Market:	As specified in the Base Prospectus section 13.5.2.a	
Interest Determination Date:	Not Applicable	
Interest Rate Adjustment Date:	Not Applicable	
Interest Payment Date:	Quarterly in arrears each, 7 March, 7 June, 7 September, and 7 December. As defined in the Base Prospectus section 13.3 and specified in the Base Prospectus section 13.5.1 (floating rate)	

Yield: As defined in the Base Prospectus section 13.3.

The Yield is 1.04% for 1st and 2nd tranche, 1.21% for 3rd Tranche and 5.009973%

Business Day: As defined in the Base Prospectus section 13.3.

**Amortisation and Redemption:**

Redemption: As defined in the Base Prospectus section 13.3 and as specified in the Base Prospectus section 13.4.3, 13.5.1.b and 13.5.2.b.

The Maturity Date is 7 June 2029

Call Option: Not Applicable

Put Option: As defined in the Base prospectus section 13.3.

*Change of Control (Put Option)*

- a) Upon the occurrence of a Change of Control Event each Bondholder shall have a right of pre-payment (a "Put Option") of its Bonds at a price of 100 % of par plus accrued interest.
- b) The Put Option must be exercised within 60 – sixty - days after the Issuer has given notification to the Bond Trustee of a Change of Control Event (the "Put Period"). Such notification shall be given as soon as possible after a Change of Control Event has taken place.
- c) The Put Option may be exercised by the Bondholders by giving written notice of the request to its account manager. The account manager shall notify the Paying Agent of the pre-payment request. The settlement date of the Put Option shall be within 60 – sixty - days after the end of the Put Period.

On the settlement date of the Put Option, the Issuer shall pay to each of the Bondholders holding Bonds to be pre-paid, the principal amount of each such Bond (including any premium pursuant to the Clause 4.6.4 (a) in the Bond Terms and any unpaid interest accrued up to (but not including) the settlement date.

*Change of Control Event:*

If a shareholder or a group of shareholders acting in concert, other than the Existing Major Shareholder, directly or indirectly obtains more than 50% of the votes on a general meeting in the Issuer.

(See chapter 1 in the Bond Terms for definitions)

**Obligations:**

Issuer's special obligations during the term of the Bond Issue As specified in the Base Prospectus section 13.4.6.

See chapter 4.2 General covenants and chapter 4.3 Information covenants in the Bond Terms.

**Listing:**

Listing of the Bond Issue/Marketplace: As defined in the Base Prospectus section 13.3 and specified in the Base Prospectus section 13.4.5.

Exchange for listing of the Bonds: Oslo Børs

Any restrictions on the free transferability of the securities: As specified in the Base prospectus section 13.4.10.

Restrictions on the free transferability of the securities: Not Applicable

Purpose/Use of proceeds: As specified in the Base Prospectus section 13.4.1.

Estimated total expenses related to the offer:

External party	Cost
The Norwegian FSA	NOK 88,000
The stock exchange	NOK 27,038
The Bond Trustee	NOK 89,000 (annual fee)

Estimated net amount of the proceeds: NOK 199,795,962

Use of proceeds:

The purpose of the issue is financing of Eligible Projects as defined in and otherwise in accordance with the Issuer's Green Bonds Framework. However, a failure to comply with the green bond framework shall not constitute an event of default.

Second opinion by Cicero and Entra ASA's Green Bond Framework:

<https://entra.no/storage/uploads/reports/162/second-opinion-cicero-green-entra.pdf>

Prospectus and Listing fees: As defined in the Base Prospectus section 13.3 and specified in the Base Prospectus section 13.4.5.

Listing fees:

Listing fee 2020 (Oslo Børs): NOK 10,338

Registration fee (Oslo Børs): NOK 16,700

Market-making: As defined in the Base Prospectus section 13.3.

No market-making agreement has been entered into.

Approvals: As specified in the Base Prospectus section 13.4.9.

Date of the Board of Directors' approval: 16.12.2019

Bond Terms: As defined in the Base Prospectus section 13.3 and specified in the Base Prospectus section 13.4.7.

By virtue of being registered as a Bondholder (directly or indirectly) with the CSD, the Bondholders are bound by these Bond Terms and any other Finance Document, without any further action required to be taken or formalities to be complied with by the Bond Trustee, the Bondholders, the Issuer or any other party.

Status and security: As specified in the Base Prospectus section 13.4.6.

The Issuer's payment obligations under these Bond Terms shall rank ahead of all subordinated payment obligations of the Issuer and the Bond shall rank pari passu between themselves and will rank at least pari passu with all other obligations of the Issuer (save for such claims which are preferred by bankruptcy, insolvency, liquidation or other similar laws of general application).

The Bonds are Unsecured.

*Negative pledge*

The Issuer shall not, and shall ensure that the Issuer's Subsidiaries do not, incur, create or permit to subsist any security over any of its current or future assets or other rights for financial indebtedness which in aggregate exceed 15% (reduced by any use of the 15% allowance under Clause 3.4.2 in the Bond Terms) 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

- (ii) securities and financial instruments, 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).

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 in the Bond Terms) 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) in the Bond Terms can be incurred and permitted to subsist; and
- b) Part-owned Subsidiaries from freely assuming any financial indebtedness

Bondholders' meeting/  
Voting rights:

As defined in the Base Prospectus section 13.3.

Availability of the Documentation:

<https://entra.no>

Manager(s):

Tranche 1-3: SEB, Filipstad brygge 1, 0252 Oslo, Norway with LEI code F3JS33DEI6XQ4ZBPTN86 as Sole Manager

4<sup>th</sup> tranche: Nordea Bank Abp, filial i Norge, Essendrops gate 7, 0368 Oslo, with LEI code 529900ODI3047E2LIV03 as Sole Manager

Bond Trustee:

As defined in the Base prospectus section 13.3.

The Bond Trustee is Nordic Trustee AS, Postboks 1470 Vika, NO-0116 Oslo, Norway.

The Bond Terms will be accessible for free on [www.oslobors.no](http://www.oslobors.no) from and including the time of listing of the Bonds.

Paying Agent:

As defined in the Base prospectus section 13.3.

The Paying Agent is DNB Bank ASA

Securities Depository / CSD:

As defined in the Base Prospectus section 13.3 and specified in the Base Prospectus section 13.4.5

Calculation Agent:

As defined in the Base Prospectus section 13.3

Listing fees:

Prospectus fee for the Base Prospectus including template for Final Terms is NOK 88,000.

For listing fees, see Prospectus and listing fees above.

### 3 Additional information

#### Advisor

The Issuer has mandated SEB as Sole Manager for 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> tranche, and Nordea as Sole Manager for the 4<sup>th</sup> tranche. The Sole Managers have acted as advisors to the Issuer in relation to the pricing of the Loan.

The sole manager will be able to hold position in the Loan.

#### Interests and conflicts of interest

The involved persons in the Issuer or offer of the Bonds have no interest, nor conflicting interests that are material to the Bond Issue.

#### Rating

There is no official rating of the Loan.

The Issuer is rated as follows:

Moody's: Baa1.

Moody's is established in the European Union and is registered under Regulation (EC) No. 1060/2009.

#### Listing of the Loan:

As defined in the Base Prospectus section 13.3

The Prospectus will be published in Norway. An application for listing at Oslo Børs will be sent as soon as possible after the Issue Date. Each bond is negotiable.

#### Statement from the Manager

DNB Bank ASA, DNB Markets has assisted the Issuer in preparing the prospectus. The Manager has not verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made, and the Manager expressly disclaims any legal or financial liability as to the accuracy or completeness of the information contained in this prospectus or any other information supplied in connection with bonds issued by the Issuer or their distribution. The statements made in this paragraph are without prejudice to the responsibility of the Issuer. Each person receiving this prospectus acknowledges that such person has not relied on the Manager nor on any person affiliated with them in connection with its investigation of the accuracy of such information or its investment decision.

Oslo, 02 March 2023

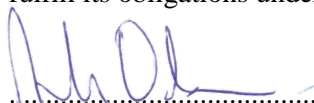
Nordea  
Sole Manager  
([www.Nordea.no](http://www.Nordea.no))

## Addendum 4<sup>nd</sup> Tranche

1. Pursuant to the agreement related to the bond issue mentioned below (the "Bond Agreement"), the Issuer and the Bond Trustee have entered into the following addendum (the "Addendum") as regards the issuing of an additional tranche under the Bond Issue:

Issuer:	Entra ASA
Bond Trustee:	Nordic Trustee AS
ISIN:	NO0011017147
Maximum amount:	NOK 3 000,000,000
The Bond is an open issue up to:	Five Banking Days prior to 07.06.2029
The Bond is increased with:	NOK 200,000,000
Amount under the Bond issued after the increase:	NOK 1 700,000,000
Date of Addendum:	03.03.2023
Tap Issue Date:	06.03.2023

2. Words and expressions in this Addendum shall have the same meaning as under the Bond Agreement. The Bond Agreement and the Addendum shall be read and understood as a whole.
3. Pursuant to of the Bond Agreement the provisions of the Bond Agreement will apply to any subsequent tranches issued under the open issue and the rights and obligations of all parties apply also for later issues made within the maximum amount under the Bond Issue.
4. Disbursement of this Tranche of the Bond Issue are subject to the Bond Trustee having received the documents set out in of the Bond Agreement, and the Bond Trustee assumes that said documents and representations and warranties, still are valid, binding and correct as if they were submitted at the Issue Date of the second Tranche. If any changes have occurred in the relevant documents, including Articles of Association, certificate of registration, authorisations and other documents, the Issuer undertakes, on its own initiative, to forward in reasonable time before Issue Date updated documents. The Bond Trustee is entitled to accept a delay in receiving documents.
5. The Issuer represents and warrants that with the exception of any circumstances made public by the Issuer, no circumstances have occurred including any litigation pending or threatening which would have an adverse material effect on the Issuer's financial situation or ability to fulfill its obligations under the Bond Agreement.



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The Issuer

Name: Anders Olstad



Name: Tore Lia



.....  
The Bond Trustee

Name:

This Addendum has been executed in two copies (originals), of which the Issuer and the Bond Trustee keep one each.