



## Nordic Rutile AS 12.5 % senior secured USD 100,000,000 bonds 2022/2027

### Terms:

#### Documentation:

The Loan Agreement<sup>1)</sup> 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, admission document, cf. ABM-rules section 2.7.2.3. The documents are available with 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.nordicmining.com

#### Issuer:

Nordic Rutile AS

#### Borrowing Limit – Tap Issue:

N/A

#### First Tranche / Loan Amount:<sup>2)</sup>

USD 100 000 000

#### Disbursement Date:<sup>3)</sup>

09.11.2022

#### Maturity Date:<sup>4)</sup>

09.11.2027

#### Interest Rate:

12.50 %

#### Yield on Disbursement Date:

12.50 %

#### Day Count Fraction– Interest rate:<sup>5)</sup>

30/360

#### Business Day Convention:<sup>6)</sup>

Unadjusted

#### Interest Payment Date(s):<sup>7)</sup>

9 February, 9 May, 9 August and 9 November each year

#### Interest accrual date:

Disbursement Date

#### Date until which interest accrues:

Maturity Date

#### Status of the loan:<sup>8)</sup>

Senior debt obligations

#### Issue Price:<sup>9)</sup>

90.00%

#### Denomination:

USD 1

#### Call:<sup>10)</sup>

Redemption Date(s)	Price
09.11.2022 - 08.11.2025	Make Whole
09.11.2025 - 08.05.2026	105.00
09.05.2026 - 08.11.2026	103.75
09.11.2026 - 08.05.2027	102.50
09.05.2027 - 08.11.2027	100.00

#### Issuer's org. number/LEI number:

990691606 / 894500EPNTDS521LSD07

#### Number / Codes:

Sector code: 2100 Geographic code: 0301 Industry (trade) Code: 07290

#### Usage of funds:

The Issuer will use the net proceeds from the issuance of the Bonds towards payment of Project Costs associated with the development of the Engebø Project.

#### Approvals / Permissions:

- The issuance is approved by the board of directors on 03.11.2022
- The admission document has been inspected by Oslo Børs, cf. ABM-rules sec 2.7

#### Trustee:

Nordic Trustee AS, Postboks 1470 Vika, 0116 Oslo

#### Arranger(s):

Clarkson Platou Securities AS and SpareBank 1 Markets AS

#### Paying Agent:

NT Services AS

#### Securities Depository:

Euronext Securities Oslo (Verdipapirsentralen (VPS))

#### FISN- and CFI-code:

FISN: NORDIC RUTILE A/12.5 BD 20271109  
CFI: DBFSGR

#### Market Making:

No market-maker agreement has been made for this Bond Issue.

**MiFID II target market of end clients:**

Professional Clients/Eligible counterparty  
No PRIIPS, No KID

**Withholding tax:** <sup>11)</sup>

Gross up

**Special (distinct) conditions:**

Information regarding "Mandatory repurchase due to a Put Option Event" – please see the Bond Terms clause 10.3.

Information regarding "Early redemption option due to a tax event" – please see the Bond Terms clause 10.4.

Information regarding "Mandatory early redemption due to a Long Stop Event" – please see the Bond Terms clause 10.5.

Information regarding "Mandatory early redemption due to a Mandatory Redemption Event" – please see the Bond Terms clause 10.6.

Information regarding "Events of default and acceleration of the bonds" – please see the Bond Terms clause 14.

**Supplementary information about status of the loan and collateral:** <sup>8)</sup>

The Bonds will constitute senior debt obligations of the Issuer. The Bonds will rank pari passu with each other and 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) and shall rank ahead of subordinated debt.

The Bonds shall be secured by the Transaction Security on a first-priority basis, subject only to liens preferred by mandatory laws and the Intercreditor Agreement. The Guarantee will constitute senior unsecured obligations of the Parent Guarantor and will rank at least pari passu with all other unsecured obligations of the Parent Guarantor (save for such claims which are preferred by bankruptcy, insolvency, liquidation or other similar laws of general application).

The Royalty Holder may be granted second ranking Security in the Pre-Release Security in accordance with the terms of the Intercreditor Agreement.

As described in the Bond Terms clause 2.5 – *Transaction Security*:

(a) As Security for the due and punctual fulfilment of the Secured Obligations, the Obligor shall procure that the following Transaction Security is granted in favour of Bond Trustee (in case of the Pre-Settlement Security) and Nordic Trustee AS as security agent on behalf of itself, the Bondholders and the Royalty Holder (in case of the Pre-Release Security) within the times agreed in Clause 6 (Conditions for disbursement):

**Pre-settlement security (the "Pre-Settlement Security")**

- (i) the perfected Escrow Account Pledge;
- (ii) the duly executed Guarantee;

**Pre-release security (the "Pre-Release Security")**

- (iii) perfected first priority share pledge over 100% of the shares of the Issuer;
- (iv) perfected first priority pledge over all Subordinated Loans;
- (v) a perfected Project Accounts Pledge;
- (vi) mortgages, and to the extent permitted other contractual encumbrances, over all real properties owned by the Issuer, property accession rights agreements (Nw. utvinningsavtaler) and any leases of real property held by the Issuer at or in connection with the site of the Engebø Project;
- (vii) perfected first priority floating charge over all machinery and plant (including, to the extent legally permissible, intellectual property rights), vehicles, inventory and trade receivables of the Issuer; and
- (viii) perfected first priority pledge over any government granted mining or extraction rights (Nw. utvinningsrett) held by the Issuer.

(b) The Transaction Security and the Intercreditor Agreement shall be entered into on such terms and conditions as the Bond Trustee in its discretion deems appropriate in order to create the intended benefit for the Secured Parties under the relevant document.

(c) The Pre-Settlement Security shall be established in due time (as determined by the Bond Trustee) prior to the Issue Date in favour of the Bond Trustee (on behalf of the Bondholders) only.

(d) The Pre-Release Security shall be established prior to the First Release in favour of Nordic Trustee AS as security agent on behalf of itself, the Bondholders and the Royalty Holder, in accordance with the terms of the Intercreditor Agreement.

(e) The Security Agent shall be irrevocably authorised, subject to the terms of the Intercreditor Agreement, to release any Guarantees and Transaction Security over assets which are sold or otherwise

disposed of (directly or indirectly) (A) in any merger, demerger or disposal permitted in compliance with Clauses 13.5 (Mergers), 13.6 (Demergers) or 13.10 (Ownership/Disposals) and (B) following an enforcement.

“*Guarantee*” means the irrevocable and unconditional Norwegian law guarantee and indemnity (Norwegian: “selvskyldnerkausjon”) issued by the Parent Guarantor.

“*Parent Guarantor*” means Nordic Mining ASA, a company existing under the laws of Norway with registration number 989 796 739, owning 100% of the Issuer and being listed on the Oslo Stock Exchange with the ticker NOM.

**Standard terms:** *If any discrepancy should occur between this Loan description and the Loan Agreement, then the Loan Agreement should apply.*

<b>Loan Agreement:</b> <sup>1)</sup>	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.  When bonds are subscribed/purchased, the Bondholder has accepted the Loan Agreement and is bound by the terms of the Loan Agreement. For tap issues, the Loan 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.
<b>Open / Close:</b> <sup>3) 4)</sup>	Tap Issues will be opened on Disbursement Date and closed no later than five bank days before Maturity Date.
<b>Disbursement date:</b> <sup>3)</sup>	Payment of the First Tranche / Loan Amount takes place on the banking date ahead of 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.
<b>Expansions – Tap Issues:</b> <sup>2)</sup>	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 in the Borrowing Limit.
<b>Issue price – Tap Issues:</b> <sup>9)</sup>	Any taps under the Tap Issue will be made at market prices.
<b>Interest Period:</b> <sup>7)</sup>	The interest rate is due in arrears on the Interest Payment Date. The first Interest Rate is paid on the first Interest Payment Date after Disbursement Date. The subsequent period runs from this date until the next Interest Payment Date. Last Interest Payment Date corresponds to Maturity Date.
<b>Day Count Fraction– Interest rate:</b> <sup>5)</sup>	Interest shall be calculated on the basis of a 360 day year consisting of 12 months of 30 days, in case of a non-finished month the actual number of calendar days (30/360-basis), with the exception of periods where a) the last day in the period is the 31 <sup>st</sup> calendar day, and the first day of the period is neither the 30 <sup>th</sup> nor the 31 <sup>st</sup> of the month, in which the month containing the period shall not be reduced to 30 days; or b) the last day of the period is the last calendar day in February, in which February shall not be extended to a 30-day month.
<b>Standard Business Day Convention</b> <sup>6)</sup>	Interest Payment Date will not be moved even if it is on a day that is not a banking day. If Interest Payment Date is not a banking day, payments will be made on the following banking day.
<b>Accrued interest:</b>	Accrued Interest rates for trades in the secondary bond market are calculated on the basis of current recommendations of Norske Finansanalytikerers Forening ( <i>The Norwegian Society of Financial Analysts</i> ).
<b>Condition – Call:</b> <sup>10)</sup>	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).
<b>Registration:</b>	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.
<b>Issuer’s acquisition of bonds:</b>	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.
<b>Amortisation:</b> <sup>4)</sup>	The bonds will run without instalments and be repaid in full on Maturity Date at par, provided the Issuer has not called the bonds.
<b>Redemption:</b>	Matured interest rate and matured principal will be credit 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.
<b>Sale:</b>	Tranche 1/ Loan amount has been sold by the Arranger. Later taps can also take place by other authorized investment firms.
<b>Legislation:</b>	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.

<b>Fees and expenses:</b>	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.
<b>Withholding tax:</b> <sup>11)</sup>	The issuer is responsible for withholding any withholding tax imposed by applicable law on any payments to be made by it in relation to the bonds. In case of Gross up, the issuer shall be liable to gross up any payments in relation to the bonds by virtue of withholding tax, public levy or similar taxes. In case of No gross up, the issuer shall not be liable to gross up any payments in relation to the bonds by virtue of withholding tax, public levy or similar taxes.

