



## 4.00 per cent SpareBank 1 Næringskreditt AS Covered Bond Issue 2013/2028 (Extendable to 22 May 2029)

### 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, listing document. 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.sparebank1.no/naeringskreditt](http://WWW.sparebank1.no/naeringskreditt)

#### Issuer:

SpareBank 1 Næringskreditt AS

#### Borrowing Limit – Tap

NOK 2.000.000.000

#### Issue:

#### First Tranche / Loan

NOK 600.000.000

#### Amount : <sup>2)</sup>

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

22 May 2013

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

22 May 2028 at price 100 % (See Special (distinct) conditions)

#### Coupon Rate:

4.00 per cent p.a. (See Special (distinct) conditions)

#### Yield on Disbursement

4.00 per cent

#### Date:

#### Day Count Fraction–

30/360 unadjusted (See Special (distinct) conditions)

#### Coupon: <sup>5)</sup>

#### Coupon Date(s): <sup>6)</sup>

Annually, each 22 May.

#### Interest accrual date:

Disbursement Date

#### Date until which interest accrues:

Maturity Date (See Special (distinct) conditions)

#### Status of the loan: <sup>7)</sup>

Covered Bonds (See Supplementary information about the status of the loan)

#### Issue Price: <sup>8)</sup>

100.00 (par)

#### Denomination:

NOK 1,000,000

#### Bondholder's put option: <sup>9)</sup>

<b>Redemption Date(s):</b>	Date(s)	<b>Price:</b>	Corresponding price(s)
----------------------------	---------	---------------	------------------------

#### Issuer's call option: <sup>10)</sup>

<b>Redemption Date(s):</b>	Date(s)	<b>Price:</b>	Corresponding price(s)
----------------------------	---------	---------------	------------------------

#### Issuer's org. number:

NO 894 111 232

#### Number / Codes:

<b>Sector code:</b>	3500	<b>Geographic code:</b>	0301	<b>Industry (trade) Code:</b>	64920
---------------------	------	-------------------------	------	-------------------------------	-------

#### Usage of funds:

The net proceeds from the Bonds shall be used for general financing of the Issuer.

#### Approvals / Permissions:

- The Bonds have been issued in accordance with the Issuer's Board approval dated 15 June 2012.
- Oslo Børs will inspect relevant documents prior to listing.

#### Trustee:

Norsk Tillitsmann ASA, Postboks 1470 Vika, 0116 Oslo, Norway.

#### Arranger(s):

DNB BANK ASA, DNB Markets

#### Paying Agent:

SpareBank 1 SR-Bank

#### Securities Depository:

The Norwegian Central Securities Depository (VPS)

#### Market Making:

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

**Special (distinct) conditions:**

Following the failure by the Issuer to pay all or part of the Loan Amount on the Maturity Date, payment of such amounts shall be automatically deferred to an extended final maturity date.

The Extended Maturity Date is 22 May 2029.

**Provisions relating to interest (if any) payable from Maturity Date up to Extended Maturity Date:**

NIBOR:	3 month NIBOR
Margin:	0.88 per cent p.a.
Coupon Rate:	NIBOR + Margin
Day Count Fraction – Coupon:	Act/360
Date of interest adjustment:	22 February, 22 May, 22 August and 22 November each year
Business Day Convention:	Modified following business day
Interest Payment Date:	Each Date of interest adjustment, from and including Date of interest adjustment in August 2028
Interest accrual date (from and including):	Maturity Date
Final coupon date (to):	Extended Maturity Date

**Supplementary information about status of the loan: <sup>7)</sup>**

**Status of the Bonds**

The Bonds are unsubordinated obligations issued as covered bonds (obligasjoner med fortrinnsrett) in accordance with Chapter 2, Sub-chapter IV and appurtenant regulations of the Financial Institutions Act and rank pari passu among (i) themselves, (ii) any other bonds issued by the Issuer that have been given the same preferential rights to the Cover Pool and (iii) any obligations of the Issuer to counterparties under derivative contracts, if any, as referred to in Section 2-28 (e) of the Financial Institutions Act that have been provided the same preferred rights to settlement against the Cover Pool.

To the extent that claims in relation to the Bonds, other covered bonds and relating derivative agreements (both as registered in the Cover Pool Register) are not met out of the Cover Pool, the residual claims will rank pari passu with the unsecured and unsubordinated obligations of the Issuer, save for those preferred by law.

**Cover Pool Register No. A/2009**

The Bonds are issued as covered bonds with preferential rights in the Issuer's first established pool of covered bonds, the Cover Pool Register No A/2009.

**Security**

The Bonds are unsecured. In accordance with the Financial Institutions Act, the Bonds, together with (i) other covered bonds issued by the Issuer and registered in the Cover Pool Register at any time and (ii) any derivative contracts, as referred to in Section 2-28 (e) of the Financial Institutions Act and registered in the Cover Pool Register at any time, shall in the event of bankruptcy, negotiation of debt under the Bankruptcy Act, winding up of the Issuer or public administration of the Issuer, have an exclusive, equal and proportional preferential claim over the Cover Pool.

---

**Standard terms:**

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

**Loan Agreement: <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 Disbursement Date. 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, before the initial Disbursement Date. 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>8)</sup>	Any taps under the Tap Issue will be made at market prices, and will fall under the regulations set out in "emisjonsforskriften av 20. desember 1996".
<b>Interest Determination Date:</b>	2 Business Days prior to Date of Interest Payment Date
<b>Interest Determination:</b>	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 NIBOR with additional margin.
	Should NIBOR not be available, the interest rate is set based on NIBOR Reference Banks plus Margin. 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.
	If any discrepancy should occur between the Issuer and the Trustee regarding change of page, or if the interest rate is set in accordance with NIBOR-reference banks, the Issuer or the Bondholders who represents minimum 1/10 of Outstanding Loan may appeal against the Interest Determination. Such an appeal must be presented in writing to the Trustee no later than 20 Business days after the bondholders being informed of the interest rate. The appeal will be dealt with by a committee comprising three members, of which one representative is nominated by the Issuer, one representative is nominated by the Trustee and a chairman agreed by the representatives of the two parties. If the parties cannot agree upon a chairman, this person will be nominated by Lord Chief Justice of the City of Oslo Magistrates Court. The decision made by the committee is final.
	The notification of the complaint together with the final determination of the interest rate shall be forwarded to the Bondholders through the Securities Depository. If a complaint is made, the current notification shall also be forwarded to Nordic ABM.
<b>NIBOR – definition:</b>	The interest rate, rounded to the nearest hundredth percentage points, for an equivalent time period as mentioned under NIBOR that is quoted on the Reuters page NIBR at 12 p.m. in Oslo on the Interest Determination Date.
	Should the content of the Reuters page NIBR be changed such that the quoted interest rate is not representing, according to the Trustee and the Issuer, the same interest rate as at the time of disbursement or if the page in question is removed from the Reuters system, another page on Reuters shall be used. A page from another electronic news agency that gives the same interest rate as Reuters' page NIBR did at disbursement date can also be used if the Trustee and the Issuer agree upon this.
<b>NIBOR – reference banks:</b>	The interest rate fixed on basis of the interest on deposits in the inter-bank market in Oslo quoted by the 4 largest authorised exchange banks in the Norwegian market at approximately 12 p.m. in Oslo on the Interest Determination Date for a period as mentioned in NIBOR that starts on the Interest Determination Date and is valid for a comparable amount. The Trustee shall ask the head office of each bank to quote such an interest rate. If two or more quotes are given, the interest rate shall be fixed to the arithmetic mean of the quotes. If less than two quotes are given, the interest rate shall be set to the arithmetic mean of the interest rates quoted by banks selected by the Trustee approximately 12 p.m. in Oslo on the Interest Determination Date for loans in NOK to leading banks in Europe for a time period as mentioned in NIBOR which starts on the date of which the interest rate is set valid for a comparable amount. An interest rate determined by calculation of the arithmetic mean is rounded to the nearest hundredth percentage points.
<b>Yield:</b>	Dependent on the market price. Yield for the first Interest Period will be notified 2 Banking Days prior to Disbursement Date.
<b>Interest Period:</b> <sup>6)</sup>	The interest rate is paid in arrears on the Coupon Date. The first coupon is paid on the first coupon date after Disbursement Date. The subsequent period runs from this date until the next Coupon date. Last Coupon date corresponds to Maturity Date.
<b>Accrued interest:</b>	Accrued Interest for trades in the secondary bond market are calculated on the basis of current recommendations of Norsk Finansanalytikerens Forening.

<b>Standard Business Day Convention:</b> <sup>5)</sup>	Interest shall be calculated on the basis of a 360 day year consisting of 12 months of 30 days, with the exception of periods where <ul style="list-style-type: none"> <li>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</li> <li>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.</li> </ul> <p>Coupon date will not be moved even if it is on a day that is not a banking day. If Coupon Date is not a banking day, payments will be made on the following banking day.</p>
<b>Condition – Bondholder’s put option:</b> <sup>9)</sup>	On Redemption Date the Bondholders have a right to redeem the bonds at the Corresponding Price. Claim of redemption must be received by the account operator investor in writing no later than 15 banking days prior to the Redemption Date in question, as mentioned under The Bondholders Put Option.
<b>Condition – Issuer’s call option:</b> <sup>10)</sup>	On Redemption Date, the Issuer has a right to redeem the bonds, completely or partly by drawing lots at Corresponding Price. If the Issuer makes use of this right to redemption, the Issuer shall notify the Trustee and Nordic ABM regarding this matter no later than 30 banking days prior to the Redemption Date in question. The notification shall also be forwarded to the Bondholders through the Securities Depository as soon as possible. Claim of Redemption must be received by the Paying Agent in writing no later than 30 banking days before relevant Date of Redemption.
<b>Registration:</b>	The loan must prior to disbursement be registered in the Securities Depository. The bonds are being registered on each Bondholders account in the Securities Depository.
<b>Issuer’s acquisition of bonds:</b>	The issuer has the right to acquire and own the bonds. Such bonds may at the Issuer’s discretion be retained by the Issuer, sold or used for partial redemption. For subordinate bonds issued by financial institutions, the Issuer may not acquire bonds without prior permission by Finanstilsynet, on condition that such permission is required at that time.
<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 take place by authorized securities brokers.
<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>	The Issuer shall pay any stamp duty and other public fees in connection with the loan. Any public fees or taxes on sales of Bonds in the secondary market shall be paid by the Bondholders, unless otherwise decided by law or regulation. The Issuer is responsible for withholding any withholding tax imposed by Norwegian law.



Oslo, 16 May 2013

