Securities Note

Protector Forsikring ASA

FRN Protector Forsikring ASA Callable Subordinated Bond Issue 2016/2046

ISIN NO 0010762917

Arrangers:

8.12.2016

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Important notice

The Securities Note has been prepared in connection with listing of the securities at Oslo Børs. The Securities Note has been reviewed and approved by the Norwegian FSA in accordance with sections 7-7 and 7-8, cf. section 7-3 of the Norwegian Securities Trading Act. The Registration Document was approved by the Norwegian FSA December 8th 2016 and is still valid as of the date of this Securities Note. This Securities Note together with the Registration Document dated December 8th 2016 constitutes the Prospectus. The Prospectus is valid for a period of up to 12 months following its approval by the Norwegian FSA on December 8th 2016. The Norwegian FSA has not controlled or approved the accuracy or completeness of the information given in this Prospectus. The approval given by the Norwegian FSA only relates to the Issuer's descriptions pursuant to a pre-defined check list of requirements. The Norwegian FSA has not made any form of control or approval relating to corporate matters described in or otherwise covered by this Prospectus. New information that is significant for the Borrower or its subsidiaries may be disclosed after the Securities Note has been made public, but prior to the expiry of the subscription period. Such information will be published as a supplement to the Securities Note pursuant to Section 7-15 of the Norwegian Securities Trading Act. On no account must the publication or the disclosure of the Securities Note give the impression that the information herein is complete or correct on a given date after the date on the Securities Note, or that the business activities of the Borrower or its subsidiaries may not have been changed.

Only the Borrower and the Arrangers are entitled to procure information about conditions described in the Securities Note. Information procured by any other person is of no relevance in relation to the Securities Note and cannot be relied on.

Unless otherwise stated, the Securities Note is subject to Norwegian law. In the event of any dispute regarding the Securities Note, Norwegian law will apply.

In certain jurisdictions, the distribution of the Securities Note may be limited by law, for example in the United States of America or in the United Kingdom. Verification and approval of the Securities Note by Finanstilsynet implies that the Securities Note may be used in any EEA country. No other measures have been taken to obtain authorisation to distribute the Securities Note in any jurisdiction where such action is required. Persons that receive the Securities Note are ordered by the Borrower and the Arrangers to obtain information on and comply with such restrictions.

This Securities Note is not an offer to sell or a request to buy bonds.

The content of the Securities Note does not constitute legal, financial or tax advice and bond owners should seek legal, financial and/or tax advice.

Contact the Borrower to receive copies of the Securities Note.

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1. Risk factors

All investments in interest bearing securities have risk associated with such investment. The risk is related to the general volatility in the market for such securities, varying liquidity in a single bond issue as well as company specific risk factors. An investment in interest bearing securities is only suitable for investors who understand the risk factors associated with this type of investments and who can afford a loss of all or part of the investment. Please refer to the Registration Document dated December 8th 2016 for a listing of company specific risk factors.

There are five main risk factors that sums up the investors total risk exposure when investing in interest bearing securities: **liquidity risk, interest rate risk, settlement risk, credit risk and market risk** (both in general and issuer specific).

Liquidity risk is the risk that a party interested in trading bonds in the Loan cannot do it because nobody in the market wants to trade the bonds. Missing demand of the bonds may incur a loss on the bondholder.

Interest rate risk is the risk borne by the Loan due to 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. The interest rate risk related to this bond issue will be limited, since the coupon rate will be adjusted quarterly according to the change in the reference interest rate (NIBOR 3 months) over the 30 year tenor. The primary price risk for a floating rate bond issue will be related to the market view of the correct trading level for the credit spread related to the bond issue at a certain time during the tenor, compared with the credit margin the bond issue is carrying. A possible increase in the credit spread trading level relative to the coupon defined credit margin may relate to general changes in the market conditions and/or Issuer specific circumstances. However, under normal market circumstances the anticipated tradable credit spread will fall as the duration of the bond issue becomes shorter. In general, the price of bonds will fall when the credit spread in the market increases, and conversely the bond price will increase when the market spread decreases.

Settlement risk is the risk that the settlement of bonds in the Loan does not take place as agreed. The settlement risk consists of the failure to pay or the failure to deliver the bonds.

Credit risk is the risk that the Borrower fails to make the required payments under the Loan (either principal or interest).

Market risk is the risk that the value of the Loan will decrease due to the change in value of the market risk factors. The price volatility 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. In spite of an underlying positive development in the Issuers business activities, the price of a bond may fall independent of this fact. Bond issues with a relatively short tenor and a floating rate coupon rate do however in general carry a lower price volatility compared to loans with a longer tenor and/or with a fixed coupon rate.

No market-maker agreement is entered into in relation to this bond issue, and the liquidity of bonds will at all times depend on the market participants view of the credit quality of the Issuer as well as established and available credit lines.

Set out below is a description of risks relating to subordinated bonds generally:

The Bonds are subject to optional redemption by the Issuer

The Bonds are subordinated and unsecured and the Issuer has no obligation to redeem or prepay the Bonds. The Bondholders have no right to call for the Bonds redemption or otherwise request prepayment or redemption of the principal amount of the Bonds, except upon actual bankruptcy or liquidation of the Issuer. The Issuer may at its discretion redeem the Bonds on 19 April 2021 (the "First Call Date"), or on any Interest Payment Date thereafter. The Issuer may furthermore redeem the Bonds at any time upon the occurrence of 1) a Capital Disqualification Event, 2) a Rating Agency Event or 3) a Taxation Event. The right of the Issuer to redeem the Bonds is conditional upon (i) no Capital Requirement Breach having occurred or is likely to occur as a result of a redemption, (ii) prior consent of the Issuer Supervisor and (iii) the provisions of clause 3.9.3 in the

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Bond Agreement (as applicable), redeem all (but not only some only) of the outstanding Bonds at the Redemption Price, without premium or penalty. The optional redemption feature of the Bonds is likely to limit their market value. During any period when the Issuer may elect to redeem the Bonds, their market value generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period. The Issuer may be expected to redeem the Bonds when its cost of borrowing is lower than the interest rate on the Bonds. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Bonds being redeemed and may only be able to do so at a lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time. It shall also be noted that the Issuer may choose not to redeem the Bonds at the First Call Date or at any other time thereafter, and that the Issuer Supervisor may prevent the Issuer to redeem the Bonds.

The Issuer's obligations under the Bonds are subordinated

The claims of Bondholders against the Issuer in respect of payments of principal and interest on the Bonds will, in the event of the liquidation, dissolution, administration or other winding-up of the Issuer by way of public administration, be subordinated in right of payment to the claims of all Senior Creditors of the Issuer. "Senior Creditors" means all creditors of the Issuer who are policyholders, dated subordinated liabilities or other unsubordinated creditors of the Issuer. Although subordinated bonds may pay a higher rate of interest than comparable bonds which are not subordinated, there is a real risk that an investor in the Bonds will lose all or some of his investment should the Issuer become insolvent.

Under certain conditions, interest payments under the Bonds may be optionally or mandatorily deferred

The payment obligations by the Issuer under the Bonds are conditional upon the Issuer not being in breach of Applicable Regulations at the time of payment, and still not being in breach of Applicable Regulation immediately thereafter. If no distribution or dividend or other payment (including payment in relation to redemption or repurchase) has been made on or in respect of any Junior Obligations or Parity Obligations since the date as provided for in the Bond Agreement and provided such Interest Payment Date is not a Mandatory Interest Deferral Date, the Issuer shall be entitled to defer payment of interest accrued in respect of the Bonds and any such deferral shall not constitute a default in respect of the Bonds. The Issuer must defer such interest payment on any Mandatory Interest Deferral Date and any such deferral shall not constitute a default in respect of the Bonds. All deferred interest on the Bonds shall become due and payable. After the Issuer has fully paid all deferred interest on the Bonds, if the Bonds remain outstanding, future interest payments on the Bonds will be subject to further deferral as described above. Any deferral of interest payments is likely to have an adverse effect on the market price of the Bonds. In addition, as a result of the interest deferral provision of the Bonds, the market price of the Bonds may be more volatile than the market prices of other debt securities on which original issue discount or interest accrues that are not subject to such deferrals and may be more sensitive generally to adverse changes in the Issuer's financial condition.

The market value of the Bonds could decrease if the creditworthiness of the Issuer deteriorates

If the likelihood that the Issuer will be in a position to fully perform all obligations under the Bonds when they fall due decreases, for example, because of the materialisation of any of the risks regarding the Issuer, the market value of the Bonds will be materially and adversely affected. In addition, even if the likelihood that the Issuer will be in position to fully perform all obligations under the Bonds when they fall due actually has not decreased, market participants could nevertheless have a different perception. In addition, the market participants' estimation of the creditworthiness of corporate debtors in general or debtors operating in the same business as the

Issuer could adversely change. If any of these risks occurs, third parties would only be willing to purchase Bonds for a lower price than before the materialisation of the aforementioned risk. Under these circumstances, the market value of the Bonds will decrease.

There are no events of default under the Bonds

The Bond Agreement do not provide for events of default allowing acceleration of the Bonds if certain events occur. Accordingly, if the Issuer fails to meet any obligations under the Bonds, including the payment of any interest, investors will not have the right of acceleration of principal.

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Upon a payment default, the sole remedy available to Bondholders for recovery of amounts owing in respect of any payment of principal or interest on the Bonds will be the institution of proceedings to enforce such payment. Notwithstanding the foregoing, the Issuer will not, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

2. Person responsible

PERSONS RESPONSIBLE FOR THE INFORMATION
Persons responsible for the information given in the Prospectus are as follows:

Protector Forsikring ASA
Støperigata 2
0250 OSLO

Pb 1351 Vika
0113 OSLO

DECLARATION BY PERSONS RESPONSIBLE
Protector Forsikring ASA confirms that, having taken all reasonable care to ensure that such is the case, the information contained in the Prospectus is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import.

December 8th 2016

Protector Forsikring ASA

3. Information concerning the securities

Unless otherwise defined in this Securities Note, capitalized terms used in this Securities Note shall have the meaning given to such terms in the bond agreement dated 8 April 2016 entered into between Protector Forsikring ASA as Issuer and Nordic Trustee ASA as Trustee on behalf of the bondholders from time to time (the "Bond Agreement").

ISIN code:	NO 0010762917
The Loan/The Issue/The Bonds:	FRN Protector Forsikring ASA Callable Subordinated Bond Issue 2016/2046
Borrower/Issuer:	Protector Forsikring ASA
Security Type:	Callable subordinated bond issue with floating rate.
Amount:	NOK 500,000,000
Denomination – Face Value – Each Bond:	NOK 1,000,000 - each and among themselves pari passu ranking.
Securities Form:	The Bonds are electronically registered in book-entry form with the Securities Depository.
Disbursement/Settlement/Issue Date:	19 April 2016
Interest Bearing From and Including:	Disbursement/Settlement/Issue Date.
Interest Bearing To:	Maturity Date
Maturity Date:	19 April 2046
Reference Rate:	NIBOR 3 months. NIBOR rounded to the nearest hundredth of a percentage point on each Reset Date, for the period stated. If NIBOR becomes negative NIBOR shall be deemed to be zero.
Margin:	3.70 percentage points p.a.
Coupon:	NIBOR + Margin.
Current Coupon:	4.18%.
Coupon Date/ Interest Payment Date:	19 January, 19 April, 19 July and 19 October each year.
Day Count Fraction:	Actual/360
Business Day Convention:	Modified Following Business Day. Convention for adjusting any relevant payment date ("Payment Date") if it would otherwise fall on a day that is not a Business Day; If the Coupon Date is not a Business Day, the applicable Payment Date shall be the first following Business Day unless that day falls in the next calendar month, in which case the date shall be the first preceding Business Day.
Reset Date:	15 April 2016, and thereafter two Business Days prior to each Coupon Date.

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Issue Price: 100 % (par value).

Yield: Dependent on the market price. Yield for the interest period (19 October 2016 - 19 January 2016) is 4.18% p.a. assuming a price of 100 %.

Business Day: Any day when the Norwegian Central Bank's Settlement System is open and when Norwegian banks can settle foreign currency transactions.

Status: The Bonds will constitute direct, unsecured and subordinated debt obligations of the Issuer, and will in connection with a Bankruptcy Event of the Issuer rank:

(a) pari passu without any preference among the Bonds;
(b) pari passu with all outstanding Parity Obligations;
(c) in priority to payments to creditors in respect of Junior Obligations;
(d) junior in right of payment to any present or future claims of (i) policyholders of the Issuer and (ii) any other unsubordinated creditors of the Issuer.

Security: The Bonds are unsecured.

Business Day: Any day when the Norwegian Central Bank's Settlement System is open and when Norwegian banks can settle foreign currency transactions.

Redemption at Maturity: Subject to the provisions on Issuer deferral of redemption date, satisfaction of the preconditions to redemption, purchases, variation and substitution and to receiving the prior approval of the Issuer Supervisor (if required), unless previously redeemed or purchased and cancelled, the Issuer will redeem the Bonds at their principal amount on the Maturity Date together with any Arrears of Interest (if payable) and any other accrued and unpaid interest to (but excluding) the Maturity Date.

Deferral of Coupons:

Optional Deferral of Interest

The Issuer may on any Optional Interest Deferral Date defer payment of all (but not only some) of the Coupon accrued but unpaid to that date.

Mandatory Deferral of Interest

The Issuer will on any Mandatory Interest Deferral Date by notice to the Bond Trustee (together with a certificate signed by authorised signatories of the Issuer confirming the relevant Coupon Payment Date is a Mandatory Coupon Deferral Date) defer payment of all (but not only some) of the Coupon accrued but unpaid to that date.

Payment of Deferred Interest

(i) Arrears of Interest may, at the option of the Issuer, be paid in whole or in part at the next Coupon Date which is not a Mandatory Interest Deferral Date.
(ii) Arrears of Interest shall, subject to prior approval from the Issuer Supervisor (to the extent required under the Applicable Regulations), be paid in whole on a date which is not a Mandatory Interest Deferral Date at the earliest of:
    (a) the next Coupon Date which is a Compulsory Interest Payment Date or seven (7) days after the date when the requirements for a

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Compulsory Interest Payment Date would be deemed to be satisfied, if such date falls earlier than the next Interest Payment Date;

(b) the date of any redemption of the Bonds in accordance with the terms and conditions for the Bonds;

(c) the date of a Bankruptcy Event; or

(d) the date on which the Issuer pays, or any other person declares or pays, any distribution or dividend or makes any payment (including payment in relation to redemption or repurchase) on or in respect of any Junior Obligations or Parity Obligations, or the date on which any dividend or other distribution on or payment (including payment in relation to redemption or repurchase) on or in respect of the Issuer's share capital is paid.

Interest will not accrue on Arrears of Interest.

Mandatory Deferral:

No Bonds shall be redeemed on the Maturity Date, or prior to the Maturity Date pursuant to the relevant provisions on Optional Redemption, if the date set for redemption is a Mandatory Redemption Deferral Date and redemption shall be deferred ("Mandatory Deferral"). Any failure to pay principal due to a Mandatory Deferral shall not constitute a default by the Issuer for any purpose, provided that nothing shall be construed to permit the Issuer to defer any principal otherwise due and payable except under the circumstances specified in the definition of Mandatory Redemption Deferral Date.

Notwithstanding that the date set for redemption may be a Mandatory Redemption Deferral Date, the Bonds may be redeemed and the relevant redemption amount may still be paid to the extent permitted under, and in accordance with, the Applicable Regulations.

The Issuer shall notify the Bond Trustee (on behalf of the bondholders) and the Paying Agent no later than five (5) Business Days prior to any date set for redemption of the Bonds if such redemption is to be deferred, provided that if the conditions to the date set for redemption being a Mandatory Redemption Deferral Date are satisfied less than five (5) Business Days prior to the date set for redemption, the Issuer shall give notice of such deferral as soon as reasonably practicable following the occurrence of such event.

If redemption of the Bonds does not occur on the Maturity Date or, as appropriate, the date specified in the relevant Redemption Notice by the Issuer, as a result of a Mandatory Deferral the Issuer shall (subject, in the case of paragraphs (i) and (ii) below only, to the provisions of subordination and to receiving the prior approval of the Issuer Supervisor (if required)), redeem such Bonds at their principal amount together with any Arrears of Interest and any other accrued and unpaid interest, upon the earliest of:

(a) the date falling ten (10) Business Days after the first date which immediately follows the date set for redemption and which is not a Mandatory Redemption Deferral Date (unless such 10th

Business Day is itself a Mandatory Redemption Deferral Date, in which case this paragraph will apply mutatis mutandis to determine the due date for redemption of the Bonds); or

(b) the date falling ten (10) Business Days after the Issuer Supervisor has agreed to the repayment or redemption of the Bonds; or

(c) the date on which order for the liquidation, dissolution, administration or other winding-up of the Issuer by way of public administration is made,

and the Issuer shall give the Redemption Notice to the Bond Trustee (on behalf of the bondholders) and the Paying Agent as soon as reasonably practicable following the occurrence of the relevant event triggering such redemption.

If the Mandatory Deferral provisions do not apply, but redemption of the Bonds does not occur on the Maturity Date or, as appropriate, the date specified in the relevant Redemption Notice by the Issuer because the Issuer was not or would not be solvent, subject to receiving the prior approval of the Issuer Supervisor (if required), such Bonds shall be redeemed at their principal amount together with any Arrears of Interest and any other accrued and unpaid interest on the 10th Business Day immediately following the day that (A) the Issuer is solvent and (B) the redemption of the Bonds would not result in the Issuer ceasing to be solvent, provided that if such Business Day specified for redemption is a Mandatory Redemption Deferral Date, then the Bonds shall not be redeemed on such date and the provisions above shall apply mutatis mutandis to determine the due date for redemption of the Bonds.

At the same time as delivering any notice of deferral of redemption to the Bond Trustee (on behalf of the bondholders), the Issuer shall send to the Bond Trustee a certificate signed by two Directors of the Issuer confirming that the relevant date set for redemption is or is not (as applicable) a Mandatory Redemption Deferral Date. Any such certificate shall, in the absence of manifest error, be treated and accepted by the Issuer, the Bond Trustee (on behalf of the bondholders) and all other interested parties as correct and sufficient evidence thereof, shall be binding on all such persons and the Bond Trustee shall be entitled to rely on such certificate without liability to any person.

Optional Redemption (Issuer's Call Option):

The Issuer may on the First Call Date or any Coupon Date thereafter, if the Issuer provided satisfactory evidence to the holders of the Bonds, represented by the Bond Trustee, that (i) in the opinion of the Issuer Supervisor no Capital Requirement Breach has occurred or is likely to occur as a result of a redemption, and (ii) the Issuer has received prior consent of the Issuer Supervisor, redeem all (but not only some only) of the outstanding Bonds at the Redemption Price, without any premium or penalty.

Exercise of an Optional Redemption shall be notified in writing to the Bondholders, such notification to be sent via the Bond Trustee, through the Norwegian Central Securities Depository ("VPS") with a copy to Oslo Børs at

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	least thirty (30) Business Days prior to the relevant redemption date (the "Redemption Notice"). If the Issuer provides satisfactory evidence to the holders of the Bonds, represented by the Bond Trustee, that a; (a) Capital Disqualification Event; (b) Rating Agency Event; or (c) Taxation Event; has occurred when the Bonds are outstanding, the Issuer may subject to (i) no Capital Requirement Breach having occurred or would occur as a result of a redemption, (ii) prior consent of the Issuer Supervisor, and (iii) the provisions of section 3.9.3 in the Bond Agreement (as applicable), redeem all (but not only some only) of the outstanding Bonds at the Redemption Price, without premium or penalty. Exercise of the Optional Redemption shall be notified by a Redemption Notice.
Event of default:	Information regarding Event of default, please see the Bond Agreement section 3.10.
Call:	19 April 2021 (the "First Call Date"), and on any Coupon Date thereafter.
Call price:	Redemption Price.
Redemption Price:	The Face Value of the Bonds, subject to any adjustment following a reduction of amounts of principal, plus accrued and unpaid interest, including Arrears of Interest (If any.
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.
Covenants:	Information on Covenants see the Bond Agreement section 4.6.
Listing:	An application for listing will be sent to Oslo Børs.
Purpose:	The purpose of the Issue is to have the Bonds qualify as Tier 2 Capital (basic own funds) of the Issuer for the purpose of the Applicable Regulations and as determined by the Issuer Supervisor.
NIBOR-definition:	(Norwegian Interbank Offered Rate) Interest rate fixed for a defined period on Oslo Børs' webpage at approximately 12.15 Oslo time. In the event that such page is not available, has been removed or changed such that the quoted interest rate no longer represents, in the opinion of the Bond Trustee, a correct expression of the Reference Rate, an alternative page or other electronic source which in the opinion of the Bond Trustee and the Issuer gives the same interest rate as the initial Reference Rate shall be used. If this is not possible, the Bond Trustee shall calculate the Reference Rate based on comparable quotes from major banks in Oslo.

Approvals:	The Bonds were issued in accordance with the Borrower's Board approval 11.06.2015, the general meeting approval dated 26.08.2015 and the Financial Supervisory Authority of Norway dated 18.09.2015.
Bond Agreement:	The Bond Agreement has been entered into between the Borrower and the Trustee. The Bond 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 Bond Agreement. When bonds are subscribed / purchased, the Bondholder has accepted the Bond Agreement and is bound by the terms of the Bond Agreement. Information regarding bondholders' meeting and the Bondholder's right to vote are described in the Bond Agreement clause 5. Information regarding the role of the Trustee, see Bond Agreement clause 6. The Bond Agreement is attached to this Securities Note.
Registration Document:	The Issuers Registration Document dated December 8th 2016.
Securities Note:	This document dated December 8th 2016.
Prospectus:	The Registration Document and Securities Note together.
Availability of the documentation:	www.protectorforsikring.no
Bond Trustee:	Nordic Trustee ASA, P.O. Box 1470 Vika, 0116 Oslo, Norway.
Arrangers:	Nordea Markets, a part of Nordea Bank Norge ASA, P.O. Box 1166 Sentrum, N-0107 Oslo, Norway Pareto Securities AS, Dronning Mauds gate 3, NO-0115 Oslo, Norway
Paying Agent:	Nordea Bank Norge ASA, P.O. Box 1166 Sentrum, N-0107 Oslo, Norway. The Paying Agent is in charge of keeping the records in the Securities Depository.
Calculation Agent:	Nordic Trustee ASA, P.O. Box 1470 Vika, 0116 Oslo, Norway.
Listing Agent:	NT Services AS, P.O. Box 1470 Vika, 0116 Oslo, Norway.
Securities Depository:	The Securities depository in which the Loan is registered, in accordance with the Norwegian Act of 2002 no. 64 regarding Securities depository. On Disbursement Date the Securities Depository is

	Verdipapirregisteret ("VPS"), Postboks 4, 0051 OSLO
Market-Making:	There is no market-making agreement entered into in connection with the Loan.
Legislation under which the Securities have been created:	Norwegian law.
Fees and Expenses:	The Borrower 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 Borrower is responsible for withholding any withholding tax imposed by Norwegian law.
Fees:	Listing fee 2016 – Oslo Børs - NOK 5,075.- Registration fee – Oslo Børs - NOK 5,500.- Prospectus fee – FSA - NOK 75,600.- Listing Agent NOK 50,000.- News ads: approx. NOK 10,000,-

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4. Definitions

Applicable Regulations:	Any legislation, rules or regulations (whether having the force of law, regulations or otherwise) applying to the Issuer from time to time implementing the Directive 2009/138/EC of 25 November 2009 on the taking-up and pursuit of business of Insurance and Re-insurance (Solvency II directive) into Norwegian law, including, without limitation, the Norwegian Solvency II regulation of 25 August 2015 which entered into force in Norway on 1 January 2016 and the other applicable implementing measures adopted pursuant to the Solvency II directive (as amended from time to time) which are in force in Norway from time to time.
Arrears of Interest:	Any interest not paid on an optional interest payment date or a mandatory interest date as set forth in the Bond Agreement clause 3.6.3.
Bankruptcy Event:	A decision by the Ministry of Finance that the Issuer shall become subject to public administration (No: *Offentlig administrasjon*) according to the Act on Financial Undertakings (Act 10 April 2015 no. 17) (NO: *Finansforetaksloven*) chapter 21, as amended from time to time.
Bondholder:	Holder of Bond(s) as registered in the Securities Register.
Bonds:	Securities issued pursuant to this Bond Agreement and which is registered in the Securities Register, each a "Bond".
Capital Disqualification Event:	An event which occurs if, as a result of any replacement of or change to (or change to the interpretation by any court or authority entitled to do so of) the Applicable Regulation which becomes effective on or after the Issue Date, the Bonds or part of the Bonds are no longer eligible in accordance with the Applicable Regulations to count as cover for the capital or solvency requirements (however such terms are described from time to time in the Applicable Regulations) for the Issuer whether on a single or consolidated basis, except where in the case such non-qualification is only a result of any applicable limitation on the amount of such capital.
Capital Requirement Breach:	A breach of the applicable capital requirements or solvency requirements from time to time (as such requirements are defined) under the Applicable Regulations.
Compulsory Interest Payment Date:	Any Coupon Date, other than a Mandatory Interest Deferral Date, where a decision of payment of any distribution or dividend or other payment (including payment in relation to redemption or repurchase) on or in respect of any Junior Obligations has been made by the Issuer during the six months immediately preceding such Coupon Date.
Issuer's Supervisor:	The Financial Supervisory Authority of Norway and any successor or replacement thereto, or other authority having primary responsibility for the prudential oversight and supervision of the Issuer.
Junior Obligations:	Means (i) the Issuer's share capital, or (ii) any other obligations of the Issuer ranking or expressed to rank junior to the Bonds issued by the Issuer.
Mandatory Interest Deferral Date:	Each Coupon Date immediately following (i) the date as of which the Issuer's most recent quarterly report to the Issuer Supervisor disclosed that a Capital Requirement Breach has occurred, or there is a risk that a Capital Requirement Breach or a Bankruptcy Event would occur as a result of the payment of interest, provided that such Coupon Date shall not be a Mandatory Interest Deferral Date if, since the date of publication of such report, the Issuer has remedied the Capital Requirement Breach and that no such event will occur as a result of the interest payment, and/or (ii) the occurrence of any event which under the Applicable Regulations would require the Issuer to defer or suspend payment of interest in respect of the Bonds (unless Issuer Supervisor has waived such

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	requirement). Notwithstanding that a Coupon Date may be a Mandatory Interest Deferral Date, interest may still be paid on that relevant Coupon Date to the extent permitted under, and in accordance with, Applicable Regulations.
Optional Interest Deferral Date:	Any Coupon Date which is not a Compulsory Interest Payment Date or a Mandatory Interest Deferral Date.
Parity Obligations:	Any obligations of the Issuer ranking or expressed to rank pari passu with the Bonds.
Rating Agency:	Moody's Investors Service, Inc., Standard & Poor's Rating Services, a division of the McGraw Hill Companies, Inc., or any successor thereof.
Rating Agency Event:	If and when the Bonds are rated by a Rating Agency, a change in the rating methodology, or in the interpretation of such methodology, as the case may be, becoming effective after the Issue Date, as a result of which the capital treatment assigned by a Rating Agency to the Bonds or part thereof, as notified by such Rating Agency to the Issuer or as published by such Rating Agency, becomes, in the reasonable opinion of the Issuer, materially unfavourable for the Issuer, when compared to the capital treatment assigned by such Rating Agency to the Bonds, as notified by such Rating Agency to the Issuer or as published by such Rating Agency, on or around the Issue Date.
Solvency II directive:	Directive 2009/138/EC of 25 November 2009 on the taking-up and pursuit of business of Insurance and Re-insurance (**Solvency II directive**) and any implementing measures adopted pursuant to the Solvency II directive (as amended from time to time).
Taxation Event:	An event which occurs as a result of any amendment to, clarification of or change (including any announced prospective change) in the laws or treaties (or regulations thereunder) of Norway affecting taxation (including any change in the interpretation by any court or authority entitled to do so) or any governmental action, on or after the Issue Date, and there is a substantial risk that: (i) The Issuer is, or will be, subject to more than a significant material amount of other taxes, duties or other governmental charges or civil liabilities with respect to the Bonds; (ii) The treatment of any of the Issuer's items of income or expense with respect to the Bonds as reflected on the tax returns (including estimated returns) filed (or to be filed) by the Issuer will not be respected by a taxing authority, which subjects the Issuer to more than a significant material amount of additional taxes, duties or other governmental charges; or (iii) The Issuer would be required to gross up interest payments.

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5. Additional information

The involved persons in this Issue have no interest, nor conflicting interests that is material to the Issue.

Protector Forsikring ASA has mandated Nordea Markets, a part of Nordea Bank Norge ASA and Pareto Securities AS as Arrangers for the issuance of the Loan. The Arrangers have acted as advisor to Protector Forsikring ASA in relation to the pricing of the Loan.

The Arrangers and/or any of their affiliated companies and/or officers, directors and employees may be a market maker or hold a position in any instrument or related instrument discussed in this Securities Note, and may perform or seek to perform financial advisory or banking services related to such instruments. The Arranger's corporate finance department may act as manager or co-manager for this Borrower in private and/or public placement and/or resale not publicly available or commonly known.

Statement from the Listing Agent:
NT Services AS, acting as Listing Agent, has assisted the Issuer in preparing this Securities Note. The involved persons at the Listing Agent have no interest, nor conflicting interests that is material to the Issue. The Listing Agent has not verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and the Listing Agent expressively disclaims any legal or financial liability as to the accuracy or completeness of the information contained in this Securities Note 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 Securities Note acknowledges that such person has not relied on the Listing Agent nor on any person affiliated with it in connection with its investigation of the accuracy of such information or its investment decision.

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5. Appendix

- Bond Agreement