

# OFFER DOCUMENT

Mandatory Offer to acquire all the shares in

**Axactor SE**

# AXACTOR

that are not already owned by

**Geveran Trading Co. Limited**

**Offer Price:**

NOK 8 per Share with settlement in cash

**Offer Period:**

From and including 29 January 2021 to 26 February 2021 at 16:30 Central European Time ("**CET**")

THE OFFER IS NOT BEING MADE AND DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY JURISDICTION OR TO ANY PERSON WHERE THE MAKING OR ACCEPTANCE OF THE OFFER OR SOLICITATION WOULD BE IN VIOLATION OF THE LAWS OR REGULATIONS OF SUCH JURISDICTION. PLEASE SEE "IMPORTANT INFORMATION" AND "OFFER RESTRICTIONS" FOR MORE INFORMATION.

**Financial Advisor and Receiving Agent:**

**DNB**  
Markets

**Legal Advisor:**

*Wiersholm*

28 January 2021

## TABLE OF CONTENTS

DEFINITIONS AND GLOSSARY OF TERMS .....	6
STATEMENT FROM THE OFFEROR.....	8
1. THE OFFER.....	9
1.1 Introduction .....	9
1.2 The Offeror.....	9
1.3 Axactor.....	10
1.4 Reasons for the Offer.....	10
1.5 Offer Price.....	10
1.6 Offer Period.....	10
1.7 Acceptance of the Offer .....	10
1.8 Shareholder Rights .....	12
1.9 Settlement.....	12
1.10 Financing of the Offer .....	12
1.11 Bank guarantee.....	12
1.12 Announcements regarding the Offer.....	12
1.13 Contact between the Parties prior to the Offer.....	13
1.14 Benefits to Board and Management/Key Employees .....	13
1.15 Legal Consequences of the Offer .....	13
1.16 Impact of the Offer for employees in the Axactor Group.....	14
1.17 Statement from the Board of Directors of Axactor or independent expert statement .....	14
1.18 Costs.....	14
1.19 Tax.....	14
1.20 Acquisition of Axactor Shares outside the Offer .....	14
1.21 Repeated Mandatory Offer obligation .....	14
1.22 Compulsory acquisition of Shares .....	15
1.23 Delisting of the Shares.....	15
1.24 Legal Venue and Choice of Law .....	15
1.25 Miscellaneous .....	15
2. DESCRIPTION OF AXACTOR .....	17
2.1 Introduction .....	17
2.2 Company Description.....	17
2.3 Shares and Share Capital.....	17
2.4 Selected Financial Information.....	17
2.5 Shareholders.....	21
2.6 Board of Directors.....	22
2.7 Management and employees.....	22
3. BRIEF DESCRIPTION OF GEVERAN .....	23
4. TAX CONSEQUENCES .....	24
4.1 Introduction .....	24
4.2 Tax Consequences for Norwegian Shareholders Accepting the Offer – Realisation of Shares .....	24
4.3 Tax Consequences for Foreign Shareholders Accepting the Offer – Realisation of Shares .....	25

## LIST OF APPENDICES

Appendix 1:	Text of the Mandatory Offer Guarantee
Appendix 2:	Acceptance Form

## IMPORTANT INFORMATION

This offer document (the "**Offer Document**") has been prepared by Geveran Trading Co. Limited ("**Geveran**" or the "**Offeror**") in connection with the mandatory offer to acquire all outstanding shares in Axactor SE (the "**Company**" or "**Axactor**") pursuant to chapter 6 of the Norwegian Securities Trading Act of 29 June 2007 no. 75 (the "**Norwegian Securities Trading Act**") (the "**Offer**").

The Offer and this Offer Document has been approved by Oslo Børs as the competent supervisory authority in accordance with section 6-14 of the Norwegian Securities Trading Act. Shareholders in Axactor ("**Axactor Shareholders**") must rely upon their own examination of the Offer and should study this Offer Document carefully and, if necessary, seek independent advice concerning the Offer and this Offer Document.

The distribution of this Offer Document does not imply in any way that the information included herein continues to be accurate and complete at any date subsequent to the date of this Offer Document.

With the exception of the Offeror, no person is entitled or authorised to provide any information or make any representations in connection with the Offer other than the information included in this Offer Document. If such information or representation is provided or made by any other person than the Offeror, such information or representation, as the case may be, should not be relied upon as having been provided or made by or on behalf of the Offeror.

This Offer Document and the Offer is governed by Norwegian Law.

The Offer is directed to all Axactor Shareholders who may legally receive this Offer Document and accept the Offer. In this respect further reference is made to the Offer restrictions set out below. Copies of this Offer Document will be distributed to the Axactor Shareholders registered in the Company's shareholder register in the VPS as at the date of this Offer Document, except for Axactor Shareholders in jurisdictions where this Offer Document may not be lawfully distributed, and are available free of charge at the office of the Receiving Agent:

DNB Markets, a part of DNB Bank ASA  
Registrars department  
Dronning Eufemias gate 30  
0191 Oslo  
E-mail: retail@dnb.no  
Tel: +47 23 26 80 20

DNB Markets, a part of DNB Bank ASA, is acting as Financial Advisor solely for the Offeror and no one else in connection with the Offer and will not regard any other person (whether or not a recipient of this Offer Document) as a client nor be responsible to any other party other than the Offeror for providing the protections afforded to clients of the Financial Advisor nor for providing advice in relation to the Offer or any other matter referred to in this Offer Document. The Financial Advisor has not assumed any responsibility to independently verify the information contained in this Offer Document and does not make any representation or warranty, express or implied, or accept any liability as to the accuracy or completeness of such information. Nothing contained in this Offer Document is, or shall be relied upon as a promise or representation by the Financial Advisor.

This Offer Document has been prepared in the English language only.

The Offeror reserves the right to, and may exercise the right to, acquire shares in Axactor (the "**Shares**" or "**Axactor Shares**") outside the Offer before, during and after the Offer Period, provided such transactions comply with applicable laws and regulations. The Offeror will publicly disclose such purchases to Axactor Shareholders to the extent required by Norwegian and other applicable laws, in accordance with the procedures described in section 1.12 "Announcements regarding the Offer". The consequences of such purchases are further described in section 1.20 "Acquisition of Axactor Shares outside the Offer" below.

## OFFER RESTRICTIONS

The distribution of this Offer Document and the making of the Offer may in certain jurisdictions (including, but not limited to, Canada, Australia and Japan) ("**Restricted Jurisdictions**") be restricted by law. Therefore, persons obtaining this Offer Document or into whose possession this Offer Document otherwise comes, are required to, and should inform themselves of and observe, all such restrictions. The Offeror and the Receiving Agent do not accept or assume any responsibility or liability for any violation by any person whomsoever of any such restriction.

This Offer Document is not directed to persons whose participation in the Offer requires that further offer documents are issued or that registration or other measures are taken, other than those required under Norwegian law. No document or materials relating to the Offer may be distributed in or into any jurisdiction where such distribution or offering requires any of the aforementioned measures to be taken or would be in conflict with any law or regulation of such a jurisdiction. In the event of such distribution or offering still being made, an Acceptance Form sent from such a jurisdiction may be disregarded.

This Offer Document does not represent an offer to acquire or obtain securities other than Axactor Shares.

The Offer is not open to any Axactor Shareholder in any jurisdiction in which it is unlawful for any person to receive or accept the Offer. No action has been taken to permit the distribution of the Offer in any jurisdiction where action would be required for such purposes (except Norway).

The Offer is not being made and will not be made, directly or indirectly, in or into the Restricted Jurisdictions. This Offer Document, and any and all materials related thereto, should not be sent or otherwise distributed in or into the Restricted Jurisdictions, and the Offer cannot be accepted by any such use, means or instrumentality, in or from within Restricted Jurisdictions. Accordingly, copies of this Offer Document and any related materials are not being, and must not be, sent or otherwise distributed in or into or from any Restricted Jurisdiction or, in their capacities as such, to custodians, trustees or nominees holding shares of the Company for persons in any Restricted Jurisdictions, and persons receiving any such documents (including custodians, nominees and trustees) must not distribute or send them in, into or from any Restricted Jurisdiction. Any purported acceptance of the Offer resulting directly or indirectly from a violation of these restrictions will be invalid.

Each person delivering an Acceptance Form in connection with the Offer will be required to certify that: (1) such person has not received this Offer Document, the Acceptance Form or any other document relating to the Offer in a Restricted Jurisdiction; (2) such person has not utilized, directly or indirectly, the mails, or any means or instrumentality of commerce, or the facilities of any national securities exchange, of a Restricted Jurisdiction in connection with the Offer; (3) such person is not and was not located in a Restricted Jurisdiction at the time such person accepted the terms of the Offer or at the time such person returned the Acceptance Form; and (4) if such person is acting in a fiduciary, agency or other capacity as an intermediary, then either (a) such person has full investment discretion with respect to the securities covered by the Acceptance Form or (b) the person on whose behalf such person is acting was located outside the Restricted Jurisdictions at the time he or she instructed such person to accept the Offer.

Pursuant to information derived from Axactor's shareholders' register as of 26 January 2021, 2 shareholders holding approximately 0.00245% of the outstanding shares and voting rights in the Company are resident in jurisdictions where the Offer may not be put forward under the above restrictions.

## NOTICE TO SHAREHOLDERS IN THE UNITED STATES

The Offer is made to Axactor Shareholders resident in the United States by the Offeror and not by any other person. The Offer is for the shares of a Norwegian company listed for trading on Oslo Børs and is governed by provisions of Norwegian law. Those provisions differ considerably from the corresponding United States legal provisions. Only a limited set of United States legal provisions apply to the Offer and this Offer Document. The applicable disclosure requirements of Norwegian law are different than those of the U.S. securities laws in certain material respects. The Offer is being made in reliance upon exemptions afforded by Rule 14d-1(c) under the U.S. Securities Exchange Act of 1934 (the "**Exchange Act**"). The timing of payments, settlement procedures, and other timing and procedural matters of the

Offer are consistent with Norwegian practice, which differs from U.S. domestic tender offer procedures.

Pursuant to an exemption provided from Rule 14e-5 under the Exchange Act, the Offeror may acquire, or make arrangements to acquire, Axactor Shares, other than pursuant to the Offer, on or off Oslo Børs or otherwise outside the United States during the period in which the Offer remains open for acceptance, so long as those acquisitions or arrangements comply with applicable Norwegian law and practice and the provisions of such exemption.

It may be difficult for Axactor Shareholders resident in the United States to enforce their rights and any claims they may have under U.S. federal securities laws, because Axactor is a company incorporated under Norwegian law and the Offeror is a company incorporated under the laws of Cyprus. Axactor Shareholders resident in the United States may not be able to sue a foreign company in a foreign court for violations of U.S. securities laws, and it may be difficult to compel a foreign company or its affiliates to subject themselves to the jurisdiction and judgment of a court in the United States. As used herein, the "United States" or the "U.S." means the United States of America, its territories and possessions, any state of the United States of America, and the District of Columbia.

### **FORWARD-LOOKING STATEMENTS**

This document contains certain statements about Axactor and Geveran that are or may be forward-looking statements. These forward-looking statements can be identified by the fact that they do not relate only to historical or current facts. Forward-looking statements sometimes use words such as "may", "will", "seek", "continue", "aim", "anticipate", "target", "expect", "estimate", "intend", "plan", "goal", "believe" or other words of similar meaning. Examples of forward-looking statements include, among others, descriptions of the Offeror's intentions and plans in connection with the Offer and other statements that are not historical facts. By their nature, forward-looking statements involve risk and uncertainty because they relate to future events and circumstances Axactor's or Geveran's control. As a result, actual future results may differ materially from the plans, goals, and expectations set forth in these forward-looking statements.

Any forward-looking statements made herein speak only as of the date they are made. Geveran disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements contained in this document to reflect any change in Geveran's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

## DEFINITIONS AND GLOSSARY OF TERMS

<b>Acceptance:</b>	Acceptance of the Offer by an Axactor Shareholder.
<b>Acceptance Form:</b>	The form of acceptance to be used by Axactor Shareholders when accepting the Offer is set out as Appendix 2 to this Offer Document.
<b>Acceptant:</b>	Axactor Shareholders who accepts the Offer.
<b>Axactor Group</b>	Axactor and all of its consolidated subsidiaries.
<b>Axactor Shareholders or Shareholders:</b>	Owners of Axactor Shares, including beneficial owners of nominee registered Axactor Shares.
<b>Axactor Shares or Shares:</b>	Ordinary shares in the capital of Axactor, each having a nominal value of EUR 0.523423187712375.
<b>Close Associates:</b>	A close associate as defined in section 2-5 of the Norwegian Securities Trading Act.
<b>Company or Axactor:</b>	Axactor SE, a European public limited liability company (Societas Europaea) incorporated in Norway in accordance with the Norwegian Public Limited Liability Companies Act, with business registration number 921 896 328.
<b>EEA:</b>	European Economic Area.
<b>EUR:</b>	Euro, the lawful common currency of the members states in the European Union.
<b>Financial Advisor:</b>	DNB Markets, a part of DNB Bank ASA.
<b>ISIN:</b>	International Securities Identification Number
<b>Mandatory Offer:</b>	A mandatory offer (in Norwegian: " <i>pliktig tilbud</i> ") pursuant to chapter 6 of the Norwegian Securities Trading Act.
<b>Mandatory Offer Guarantee:</b>	A guarantee issued by DNB Bank ASA covering the Offeror's obligation to pay for the Shares to be purchased pursuant to the Offer in accordance with section 6-10 (7) of the Norwegian Securities Trading Act, the text of which is set out in Appendix 1 "Text of the Mandatory Offer Guarantee".
<b>NOK:</b>	Norwegian kroner, the lawful currency of the Kingdom of Norway.
<b>Norwegian Financial Institutions Act:</b>	The Norwegian Financial Institutions Act of 10 April 2015 No. 17 (in Norwegian: " <i>finansforetaksloven</i> ")
<b>Norwegian Financial Institutions Regulation:</b>	The Norwegian Financial Institutions Regulation of 9 December 2016 No. 1502 (in Norwegian: " <i>finansforetaksforskriften</i> ")
<b>Norwegian Public Limited Companies Act:</b>	The Norwegian Public Limited Liability Companies Act of 13 June 1997 No. 45 (in Norwegian: " <i>allmennaksjeloven</i> ").
<b>Norwegian Register of Business Enterprises:</b>	The Norwegian Register of Business Enterprises at Brønnøysund, Norway (in Norwegian: " <i>Foretaksregisteret</i> ").
<b>Norwegian Securities Trading Act:</b>	The Norwegian Securities Trading Act of 29 June 2007 No. 75 (in Norwegian: " <i>verdipapirhandelloven</i> ").

<b>Offer:</b>	The Mandatory Offer by Geveran to purchase all of the outstanding Axactor Shares that are not already own by the Offeror, upon the terms and subject to the conditions set out in this Offer Document in accordance with chapter 6 of the Norwegian Securities Trading Act.
<b>Offer Document:</b>	This Offer Document with appendices.
<b>Offer Period:</b>	The period when Axactor Shareholders may accept the Offer, from and including 29 January 2021 at 09:00 (CET) to 16:30 (CET) on 26 February 2021.
<b>Offer Price:</b>	NOK 8.00 per Axactor Share.
<b>Offeror or Geveran:</b>	Geveran Trading Co. Limited, a limited liability company incorporated and existing under the laws of Cyprus, business registration number C37780, having its registered office at Iris House, Floor 7, Flat 740B, John Kennedy, Limassol, 3106 Cyprus.
<b>Oslo Børs:</b>	The Oslo Stock Exchange (Oslo Børs ASA).
<b>Receiving Agent:</b>	DNB Markets, a part of DNB Bank ASA.
<b>SEC:</b>	United States Securities and Exchange Commission.
<b>Settlement Date:</b>	The date on which settlement of the Offer Price takes place in accordance with section 1.9 "Settlement" below.
<b>USD:</b>	United States Dollar, the lawful currency of the United States of America.
<b>VPS:</b>	The Norwegian Central Securities Depository (in Norwegian: "Verdipapirsentralen").

## **STATEMENT FROM THE OFFEROR**

This Offer Document is prepared by Geveran Trading Co. Limited in accordance with section 6-13 of the Norwegian Securities Trading Act in order to provide Axactor Shareholders with a basis for evaluating the Offer.

The information about the Company included in this Offer Document is based exclusively on the Company's public financial statements and other information in the public domain as at the date hereof. Geveran has not independently verified the information regarding the Company that is included in this Offer Document. Geveran does not assume any responsibility for the accuracy or completeness of, or any responsibility to update, the information regarding the Company included in this Offer Document.

28 January 2021

**Geveran Trading Co. Limited**



## 1. THE OFFER

### 1.1 Introduction

On 9 December 2020, Axactor announced multiple steps to strengthen its financial position and reduce funding costs. These steps comprised a share offering of NOK 534 million through a private placement and a subsequent offering, a refinancing of Axactor's bank and bond facilities, an acquisition of 50% of the shares and A-notes in Axactor Invest 1 S.á r.l. ("**Axactor Invest**"), and a refinancing of a mezzanine facility in Axactor Invest.

Axactor and Geveran has owned the equity interests in Axactor Invest on a 50/50 basis since 2017. For the purposes of simplifying the corporate structure of Axactor and to provide investors with increased transparency, Axactor and Geveran agreed that Axactor would achieve 100% ownership of Axactor Invest through the acquisition of Geveran's 6,000 shares and EUR 45 million of the A notes in Axactor Invest from Geveran against issuance of 50,000,000 new Shares in Axactor with a subscription price of NOK 8.00 per share (the "**Transaction**"). The Transaction was an integral and necessary part of the refinancing, contributing to the improved bank refinancing and supporting the private placement and the bond refinancing.

In the private placement, Axactor issued Shares raising gross proceeds of NOK 320 million, each share with a subscription price per share of NOK 8 (the "**Private Placement**"). Geveran subscribed for 12.78 million new Shares at the subscription price in the Private Placement (i.e. a subscription amount of approx. NOK 102.2 million). Geveran's share of the Private Placement corresponded to its pro rata share of 31.95%, while the remaining approx. NOK 217.8 million of the Private Placement was subscribed for by Norwegian and international professional investors.

Geveran also accepted to refinance bonds held in the Company of EUR 38.1 million under a EUR 200 million bond listed on the Oslo Stock Exchange (named AXA01) in connection with issuance of a new three-year senior unsecured bond of EUR 200 million (named Axactor02) (the "**New Bond Issue**"). Geveran participated in the refinancing of the AXA01 bond on equal terms as the other bondholders and subscribed for its full holding in the existing AXA01 bond in the new Axactor02 bond. Geveran and Axactor also agreed on a roll-up of the mezzanine facility from Axactor Invest to Axactor.

On 5 January 2021, an extraordinary general meeting in Axactor approved, inter alia, issuance of the new Axactor Shares to Geveran in connection with the Transaction. Geveran's receipt of new Axactor Shares in the Transaction triggered the obligation to launch a Mandatory Offer under section 6-1 of the Norwegian Securities Trading Act. Accordingly, Geveran hereby makes a Mandatory Offer to acquire all issued and outstanding Axactor Shares not already owned by Geveran on the terms set out in this Offer Document.

The Offer is made to all Axactor Shareholders who can legally receive this Offer Document and accept the Offer, see "Important Information" above for further details.

The Offer Price is NOK 8.00 per Share and will be settled in cash, see section 1.5 "Offer Price" and section 1.9 "Settlement" for further information. The Offer Period commences on 29 January 2021 at 09:00 (CET) and ends at 16:30 (CET) on 26 February 2021, see section 1.6 "Offer Period".

The completion of the Offer is not subject to any conditions in respect of Axactor Shares for which valid Acceptances are received.

The Offer only comprises existing and outstanding Axactor Shares not already held by the Offeror that are issued as of the date of this Offer Document. Thus, the Offer does not comprise any new shares in Axactor that are resolved issued or are issued during or after the Offer Period.

### 1.2 The Offeror

Geveran is a limited liability company incorporated and existing under the laws of Cyprus, business registration number C37780, having its registered office at Iris House, Floor 7, Flat 740B, John Kennedy, Limassol, 3106 Cyprus. See section 3 "Brief description of Geveran" below for further details on Geveran.

As of the date of this Offer Document, the Offeror owns 122,017,772 Axactor Shares, representing 44.31% per cent of the total number of issued Shares in the capital of the Company (which includes the Shares issued in the Transaction and in the Private Placement).

As at the date of this Offer Document, Geveran also owns senior unsecured bonds in the Company equal to EUR 38.1 million, which was subscribed in connection with the New Bond Issue.

None of Geveran's Close Associates owns any Shares in Axactor as at the date of this Offer Document. Further, neither Geveran, nor any Close Associates of Geveran, will be party to any agreements with the remaining Shareholders of the Company or have any options, convertible loans or similar rights to acquire additional Axactor Shares, including loans convertible to shares as set out in section 11-1 of the Norwegian Public Limited Companies Act.

### **1.3 Axactor**

Axactor SE, is a European public limited liability company (Societas Europaea) incorporated in Norway in accordance with the Norwegian Public Limited Companies Act, with business registration number 921 896 328 and registered address at Drammensveien 167, 0277 Oslo, Norway. See section 2 "Description of Axactor" for further details on Axactor.

The Axactor Shares are listed on Oslo Børs under the ticker "ACR" and are registered in VPS under the ISIN NO0010840515.

### **1.4 Reasons for the Offer**

Geveran is obligated to make the Offer in accordance with chapter 6 of the Norwegian Securities Trading Act as Geveran through the Transaction became owner of more than 1/3 of the Axactor Shares.

For further information about the Transaction, see section 1.1 "Introduction". Information about the Transaction and the other actions taken by Axactor to strengthen its financial position at the same time is also included in stock exchange announcements made by the Company, which are available in Oslo Børs' information system at [www.newsweb.no](http://www.newsweb.no) under Axactor's ticker code "ACR".

As of the date of this Offer Document, there are no plans for any reorganisation or similar process involving Axactor or the Axactor Group.

### **1.5 Offer Price**

Shareholders accepting the Offer will receive a consideration of NOK 8.00 per Share in cash in accordance with the terms of this Offer.

Other than subscription of Axactor Shares in the Private Placement and in connection with the Transaction, neither Geveran nor any of its Close Associates has acquired or agreed to acquire any Axactor Shares at a price above the Offer Price during the last six-month period. Thus, the Offer Price is equal to the subscription price per share in the Private Placement and in the Transaction of NOK 8.00.

### **1.6 Offer Period**

The Offer Period under the Offer commences at 09:00 (CET) on 29 January 2021 and ends at 16:30 (CET) on 26 February 2021.

### **1.7 Acceptance of the Offer**

In order for an Axactor Shareholder to accept the Offer, an Acceptance Form must be correctly filled out, signed and delivered to, and received by, the Receiving Agent prior to the end of the Offer Period. On the Acceptance Forms sent to the Shareholders, information on shareholdings and certain other matters relating to the relevant Shareholder have already been filled in.

The Acceptance Form is enclosed as Appendix 2 to this Offer Document.

Acceptance Forms must be received by the Receiving Agent at the address below by means of post, physical delivery or e-mail:

DNB Markets, a part of DNB Bank ASA  
Dronning Eufemias gate 30,  
0191 Oslo  
Norway  
E-mail: retail@dnb.no  
Tel: +47 23 26 80 20

In order for an Axactor Shareholder to validly accept the Offer, the Acceptance Form must be signed by the Axactor Shareholder or its authorised attorney. If the Acceptance Form is signed by a person acting on behalf of an Axactor Shareholder, evidence of the authority of such person to sign the Acceptance Form, e.g. an authorisation and/or a company certificate, must be delivered together with the Acceptance Form in order for the Acceptance to be valid.

All Axactor Shares to be acquired under the Offer must be transferred free of any encumbrances or other third-party rights whatsoever and with all shareholder rights attached to them. Any third party with registered encumbrances or other third-party rights over the relevant VPS account(s) must sign the Acceptance Form and thereby waive their rights to the Shares and approve the transfer of Shares to the Offeror free of any encumbrances.

Only by complying with the above instructions, may an Axactor Shareholder become entitled to sell its Shares upon the terms and subject to the conditions of the Offer Document.

Within the limits of the duty to treat shareholders equally under section 6-10 (9) of the Norwegian Securities Trading Act, the Offeror reserves the right to reject any or all incorrect, delayed or illegally undertaken acceptances and to treat any incorrect or delayed acceptances for valid. The Offeror also reserves the right, but shall in no event be obliged, to accept any Acceptance Form which is delivered after the expiry of the Offer period and to treat an acceptance of the Offer as valid although the Acceptance Form has not been properly completed or is not accompanied by the required evidence of authority or is received at a place other than as set out above. However, the Offeror will ensure due compliance with the duty to treat Shareholders equally under section 6-10 (9) of the Norwegian Securities Trading Act when exercising its discretion pursuant to the foregoing.

Shareholders with Axactor Shares on several VPS accounts will receive one Acceptance Form for each VPS account and are required to submit a separate Acceptance Form for each VPS account.

Any Axactor Shareholder whose Axactor Shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such person if such Axactor Shareholder desires to accept the Offer for such Axactor Shares.

The Acceptance is irrevocable and cannot be withdrawn after receipt by the Receiving Agent.

By delivering a duly executed Acceptance Form, each Shareholder gives the Receiving Agent an irrevocable power of attorney to block the Shares to which the Acceptance Form relates in favour of the Receiving Agent. It will not be possible for Shareholders to administer the Shares after the blocking has been established. Shareholders accepting the Offer will retain ownership of their Axactor Shares until completion of the Offer.

By delivering a duly executed Acceptance Form, each Shareholder gives the Receiving Agent an irrevocable power of attorney to transfer such Axactor Shares to the Offeror upon completion and settlement of the Offer. Settlement for the Shares will be made simultaneously with the transfer of the Axactor Shares to the Offeror. See section 1.9 "Settlement" for further information about settlement of the Offer.

Unless otherwise specified, an Acceptance will comprise all of the Acceptant's Axactor Shares on the VPS account stated in the Acceptance Form. The Acceptance also includes any Shares that are held or acquired, and that are registered on this VPS account, when settlement pursuant to the Offer is completed, save for Axactor Shares on VPS accounts in the name of a broker, dealer, commercial bank, trust company or other nominee not accepting the Offer.

## **1.8 Shareholder Rights**

Axactor Shareholders accepting the Offer will not be able to sell, pledge or otherwise encumber the Axactor Shares covered by the Acceptance after the Shares have been blocked as described in section 1.7 "Acceptance of the Offer" above.

Axactor Shareholders accepting the Offer will, however, remain owners of their Axactor Shares, including retaining their right to vote for their Axactor Shares and other shareholder rights, until settlement pursuant to the Offer is completed (see section 1.9 "Settlement" below).

## **1.9 Settlement**

The cash payment to those who have accepted the Offer, will be made as soon as reasonably possible and no later than 14 calendar days, after the expiry of the Offer Period.

Accordingly, the latest date on which settlement under the Offer can be made will be on 12 March 2021.

The relevant settlement amount to each Acceptant will be transferred to the bank account that at the time of Acceptance was registered in VPS as the account for payment of dividends to the relevant Shareholder. If there are no records of such bank account, the shareholder must specify in the Acceptance Form the bank account to which payment should be made.

For shareholders who do not hold a bank account with a Norwegian bank, payment details for offshore payments must be included in or with the Acceptance Form in addition to the bank account number, such as name of the bank, IBAN, SWIFT/BIC, or similar payment codes depending on the jurisdiction where the bank account is located. In the event that no details of a Norwegian kroner account is supplied with the VPS, the Receiving Agent may send the funds in any of the following ways: (i) by cheque in the local currency of the jurisdiction of the shareholder (either as registered in the VPS or as stated on the Acceptance Form) or in US dollars (USD) or (ii) by remittance of funds to any bank account in the relevant shareholders' name in any applicable currency of such account. The Receiving Agent may select the payment method that the Receiving Agent in its sole opinion deems the most appropriate, and the Receiving Agent may for such purpose convert the funds into any applicable currency.

## **1.10 Financing of the Offer**

The Offer will be financed by existing funds available to the Offeror.

## **1.11 Bank guarantee**

The Offeror has in accordance with section 6-10 (7) of the Norwegian Securities Trading Act provided a Mandatory Offer Guarantee, issued by DNB Bank ASA, covering the Offeror's obligation to pay for the Shares to be purchased pursuant to the Offer. The text of the Mandatory Offer Guarantee is set out in Appendix 1 "Text of Mandatory Offer Guarantee".

The bank guarantee is limited to a principal guarantee amount of NOK 1,227,021,536, which is equal to the maximum amount payable by the Offeror pursuant to the Offer Price of NOK 8.00 per Axactor Share multiplied with all 153,377,692 Axactor Shares not already owned by the Offeror. In addition, the guarantee will cover statutory default interests (currently 8.00% interest per annum) for late payment for a period of up to four weeks after the latest settlement date of the Offer on 12 March 2021.

The guarantee will remain in effect as from 29 January 2021 to 16:30 CET on 12 April 2021, after which time the guarantee will automatically lapse.

## **1.12 Announcements regarding the Offer**

Announcements issued by or on behalf of the Offeror regarding the Offer and/or the Offer Document will be deemed to have been made once they have been received by Oslo Børs and distributed through its electronic information system. In this respect, the Offeror will have no obligation to publish, advertise or otherwise communicate any such announcement other than by making such release to Oslo Børs.

### **1.13 Contact between the Parties prior to the Offer**

As Axactor's largest shareholder, Geveran has been involved in discussions with Axactor's management to discuss the financial position and reduction of funding costs over a period of time. The discussions relating to the Transaction specifically commenced during the late summer and early fall of 2020.

On 27 November 2020, Axactor notified Oslo Børs that the discussions between Axactor, Geveran and the lending banks had come to a stage where it was considered as inside information and that it had applied delayed disclosure of information about the Transaction in accordance with section 5-3 of the Norwegian Securities Trading Act. During the period starting 27 November 2020, the final terms of the Transaction was negotiated between Axactor and Geveran and on 9 December 2020, the parties entered into a transaction agreement regarding the Transaction.

The agreement executed by Axactor and Geveran in connection with the Transaction does not contain any provisions, terms or conditions to the Offer and Axactor and Geveran has not entered into any other agreement in this respect.

### **1.14 Benefits to Board and Management/Key Employees**

No payments or other benefits of any kind, or prospects of such payments or benefits, will be made by the Offeror or any of its affiliates to the directors or members of the management of the Company in connection with the Offer other than payment of the Offer Price in respect of Axactor Shares sold under the Offer.

### **1.15 Legal Consequences of the Offer**

#### **1.15.1 General**

The Offer will result in the Offeror becoming the owner of all the Axactor Shares validly tendered under the Offer.

The Mandatory Offer may result in the Offeror becoming the owner of more than 90% of all the Axactor Shares, in which case Geveran may initiate a compulsory acquisition of the remaining Axactor Shares cf. 1.22 "Compulsory Acquisition of Shares".

#### **1.15.2 Licenses and approval of ownership in the Axactor Group**

Under Norwegian competition law, the Transaction could be considered as an acquisition of control of Axactor by the Offeror, which would then be notifiable to, and subject to approval by, the Norwegian Competition Authority (the "**NCA**"). The Transaction was approved by the NCA on 27 January 2021.

The Axactor Group operates within debt management (including debt collection) and certain of the Axactor Group's subsidiaries have licenses entailing that ownership over certain thresholds are subject to approval by, or notification to, financial supervisory authorities in the jurisdiction in which Axactor Group operates.

One of the Axactor Group's subsidiaries, Axactor Capital AS, is a Norwegian financing company licensed by Finanstilsynet and operating in accordance with the Norwegian Financial Institutions Act. In accordance with section 6-1 of the Norwegian Financial Institutions Act and section 6-1 of the Norwegian Financial Institutions Regulation, Geveran has applied, and received approval, for owning Shares indirectly representing 100% of the capital and voting rights in Axactor Capital AS.

Moreover, the Axactor Group's subsidiary, Axactor Italy S.p.A, is an Italian 106 licensed Financial Intermediaries under supervision of Bank of Italy and operating in accordance with Italian legislation. Geveran will apply for an approval from Bank of Italy for owning in excess of 50% of the Shares in Axactor if applicable.

Other than the approvals described above, Geveran is not aware of any consents or approvals required from governmental or regulatory authorities for completion of the Offer.

### **1.16 Impact of the Offer for employees in the Axactor Group**

As of the date of this Offer Document, Geveran does not have any specific plans, and is not aware of any other circumstances relating to completion of the Offer, that will have any legal, financial or work related consequences for the Axactor Group's employees.

### **1.17 Statement from the Board of Directors of Axactor or independent expert statement**

The Board of Directors of Axactor has a duty under section 6-16 of the Norwegian Securities Trading Act to issue a statement on its assessment of the Offer's consequences in respect of the interest of the Company, including the effect, if any, of strategic plans by the Offeror noted in the Offer Document on the employees and the location of the Company's business as well as other factors of significance for assessing whether the Offer should be accepted by the Shareholders. Under section 6-16 of the Norwegian Securities Trading Act, such statement must be made public no later than one week prior to the expiry of the Offer Period.

According to section 6-16 (4) of the Norwegian Securities Trading Act, Oslo Børs may require that the formal statement pursuant to section 6-16 of the Norwegian Securities Trading Act is issued by an independent third party on behalf of the Company when an offer is made by someone in the target's board of directors or in agreement with the board of directors of the target company.

Oslo Børs has decided that the statement under section 6-16 of the Norwegian Securities Trading Act shall be issued by an independent expert and not by the Board of Directors in Axactor, and that such statement can be issued by KPMG AS on behalf of the Board of Directors.

### **1.18 Costs**

The Offeror will pay commissions and costs directly related to the VPS transactions in connection with the Offer. Accordingly, Acceptants will not incur any brokerage fees or other costs directly related to the VPS transactions in connection with the Offer. Any tax consequences or costs incurred by Axactor Shareholders for financial or legal advice, as well as any other costs in connection with the Offer, are the responsibility of each individual Axactor Shareholder and will not be paid by the Offeror.

### **1.19 Tax**

Each Axactor Shareholder accepting the Offer is responsible for any tax liability arising as a result of the settlement and any related advisory costs. A general description of the tax implications of the Offer is included in section 4 "Tax Consequences".

### **1.20 Acquisition of Axactor Shares outside the Offer**

The Offeror reserves the right, and may exercise the right, to acquire Axactor Shares outside the Offer before, during and after the Offer Period, provided that such transactions comply with applicable laws and regulations. The Offeror will, to the extent required by Norwegian law, publicly disclose purchases of Axactor Shares to Axactor Shareholders in accordance with the procedures described in section 1.12 "Announcements and Amendments of the Offer".

If the Offeror acquires or agrees to acquire Axactor Shares or rights to acquire Axactor Shares (in the open market or in privately negotiated transactions or otherwise) at a consideration higher than the Offer Price during the Offer Period, then the Offeror will increase the Offer Price to be at least equal to such higher consideration. All Axactor Shareholders, including those who have already submitted an Acceptance Form, will be entitled to receive such higher consideration.

### **1.21 Repeated Mandatory Offer obligation**

Pursuant to section 6-6 of the Norwegian Securities Trading Act, any person, entity or consolidated group that owns shares representing more than 1/3 of the voting rights of a company listed on a Norwegian regulated market will be obligated to make a Mandatory Offer to purchase the remaining shares of such company if the person, entity or consolidated group through acquisition becomes the owner of shares representing 40% or more of the voting rights in the company (a repeated Mandatory Offer obligation). The same applies if the person, entity or consolidated group through acquisition becomes the owner of shares representing more than 50% of the voting rights in such company. The

obligation ceases to apply if the person, entity or consolidated group sells the portion of the shares that exceeds the relevant threshold within four weeks of the date on which the Mandatory Offer obligation was triggered.

The Offeror today owns 44.31% of the Shares and voting rights in Axactor. In accordance with the Norwegian Securities Trading Act, the Offeror will not become obligated to make a new Mandatory Offer for the remaining Axactor Shares if it passes the above-mentioned 50% threshold through completion of the Offer. However, if the Offeror does not obtain an aggregate holding of Axactor Shares representing 50% or more of the voting rights in the Company through the Offer, it will be subject to a new Mandatory Offer obligation if it subsequently acquires additional Shares and thereby reaches or passes the 50% threshold.

### **1.22 Compulsory acquisition of Shares**

If, as a result of the Offer, the Offeror acquires and holds more than 90% of all Axactor Shares, then the Offeror would have the right, and each remaining Shareholder in Axactor would have the right to require the Offeror, to initiate a compulsory acquisition of the remaining Axactor Shares pursuant to section 4-25 of the Norwegian Public Limited Companies Act and section 6-22 of the Norwegian Securities Trading Act.

Any decision to carry out a compulsory acquisition is made by the board of directors of the Offeror. If the Offeror obtains ownership to more than 90% of the Axactor Shares and the board of directors makes a resolution to compulsorily acquire remaining Axactor Shares, title to such Shares will be transferred to the Offeror with effect from the time of such decision (or such later date as determined by the board of directors).

Pursuant to section 6-22 of the Norwegian Securities Trading Act, if a compulsory acquisition is commenced within three months of the expiry of the Acceptance Period, the price per share offered to remaining Shareholders in Axactor shall be equal to the Offer Price unless particular reasons call for another price to be set. If such offer is made in writing to all remaining Shareholders with a known address and published in the Norwegian Register of Business Enterprises' electronic bulletin system, the Offeror can stipulate a two-month deadline for former Shareholders in Axactor to object to the offer price in the compulsory acquisition. If no objections are made, the former remaining Shareholders are considered to accept the offer price in the compulsory acquisition.

If a former Shareholder objects to the price offered for the Shares in a compulsory acquisition, the offer price shall be determined by discretionary valuation in accordance with section 4-25 (2) of the Norwegian Public Limited Companies Act. The discretionary valuation shall be made at the cost of the Offeror unless special circumstances indicate that all or parts of the expenses shall be paid by the former Shareholder objecting to the price offered.

### **1.23 Delisting of the Shares**

The Offeror does not have any plans to propose a delisting of the Shares.

Any application for de-listing of the Axactor Shares, should such be proposed, must be resolved by a general meeting in Axactor with a 2/3 majority, and will be approved or rejected by Oslo Børs, taking into account, inter alia, the interests of minority Shareholders. Oslo Børs may also decide on its own initiative to de-list the Shares should the conditions for listing no longer be fulfilled, for instance following initiation of a compulsory acquisition.

### **1.24 Legal Venue and Choice of Law**

The Offer is subject to Norwegian law. Any dispute arising out of or in connection with this Offer shall be subject to the exclusive jurisdiction of the Norwegian courts with Oslo as legal venue.

### **1.25 Miscellaneous**

Confirmation of receipt of Acceptance Forms or other documents will not be issued by or on behalf of the Offeror. No notification will be issued in the event of a rejection of an Acceptance Form that is incorrectly completed or received after the end of the Offer Period.

This Offer Document will be sent to all Axactor Shareholders registered in the shareholders register in the VPS as of the date of this Offer Document, to the addresses held on file at VPS, except for Axactor Shareholders in jurisdictions where this Offer Document may not be lawfully distributed. Further information on the Offer may be obtained from the Receiving Agent:

DNB Markets, a part of DNB Bank ASA  
Registrars department  
Dronning Eufemias gate 30  
0191 Oslo, Norway  
E-mail: [retail@dnb.no](mailto:retail@dnb.no)  
Tel: +47 23 26 80 20



## **2. DESCRIPTION OF AXACTOR**

### **2.1 Introduction**

The following section contains a brief presentation of Axactor and its operations. The information on Axactor is based on the Company's public accounts and other material in the public domain. The Offeror and its representatives disclaim any responsibility and liability for the accuracy or completeness of the Offer Document in terms of the information of Axactor. For a more detailed description of the Company, please refer to Axactor's website: [www.axactor.com](http://www.axactor.com).

Information may also be obtained through the annual reports or quarterly reports of Axactor, or through other public information.

### **2.2 Company Description**

Axactor is a Nordic-based, debt management company, performing debt purchases, debt collection and accounts receivables as its main business activities.

Axactor is headquartered in Oslo, Norway, and currently operating in six markets – Spain, Norway, Germany, Italy, Sweden and Finland.

See section 1.3 "Axactor" for further corporate information about Axactor.

### **2.3 Shares and Share Capital**

As at the date of this Offer Document, Axactor has a registered share capital of EUR 144,148,371.64840874 divided into 275,395,464 Shares, each with a par value of EUR 0.523423187712375.

### **2.4 Selected Financial Information**

#### **2.4.1 General**

The tables below include selected consolidated financial information for the Axactor Group as of each of the financial year ended 31 December 2019 and the financial year ended 31 December 2018 (the "**Annual Financial Information**"), as well as the three and nine-month periods ended 30 September 2020 and 2019 (the "**Interim Financial Information**").

The Annual Financial Information has been prepared in accordance with IFRS (International Financial Reporting Standards), while the Interim Financial Information has been prepared in accordance with IAS (International Accounting Standards) 34.

The Annual Financial Information is derived from the Company's audited consolidated financial statements for 2019 and 2018, while the Interim Financial Information is derived from the Company's interim condensed financial statements for the three and nine-month periods ending 30 September 2020 and 2019.

The information and data in this section 2.4 "Selected Financial Information" is only a summary and should be read in conjunction with, and is qualified in its entirety by, reference to the Company's audited consolidated financial statements for the years ended 31 December 2019 and 2018 and the Company's unaudited condensed interim financial statements for the three and nine-month periods ended 30 September 2020 and 2019, and the related notes thereto, all available at [www.axactor.com](http://www.axactor.com).

## 2.4.2 Consolidated Statement of Income – Axactor Group

The table below shows a summary of the Axactor Group's consolidated statement of income for the financial year ended 31 December 2019 and 2018, as well as for the three and nine-month periods ended 30 September 2020 and 2019:

<i>EUR thousand</i>	Three months ended 30 September		Nine months ended 30 September		Year ended 31 December	
	2020	2019	2020	2019	2019	2018
Total income .....	62,280	64,263	146,533	210,329	285,159	206,909
Total operating expenses .....	-31,937	-44,233	-132,026	-142,015	-193,019	-160,602
<b>EBITDA.....</b>	<b>30,343</b>	<b>20,029</b>	<b>14,506</b>	<b>68,314</b>	<b>92,140</b>	<b>46,306</b>
Amortization and depreciation .....	-2,633	-2,625	-7,856	-7,287	-10,115	-6,009
<b>EBIT.....</b>	<b>27,710</b>	<b>17,405</b>	<b>6,650</b>	<b>61,027</b>	<b>82,025</b>	<b>40,298</b>
Net financial items .....	-15,414	-11,069	-35,693	-36,904	-49,389	-34,138
<b>Profit/(loss) before tax .....</b>	<b>12,296</b>	<b>6,336</b>	<b>-29,043</b>	<b>24,123</b>	<b>32,636</b>	<b>6,160</b>
Tax (expense) .....	-5,795	-2,679	-5,402	9,688	-11,667	-3,770
<b>Net profit/(loss) after tax .....</b>	<b>6,501</b>	<b>3,657</b>	<b>-34,445</b>	<b>14,435</b>	<b>20,969</b>	<b>2,390</b>
Net profit/(loss) to non-controlling interests .....	2,938	-801	-16,500	3,333	4,643	-2,103
Net profit/(loss) to equity holders .....	3,563	4,457	-17,945	11,103	16,326	4,492
Earnings per share: basic.....	0.019	0.029	-0.099	0.072	0.106	0.029
Earnings per share: diluted.....	0.018	0.025	-0.093	0.064	0.093	0.026

## 2.4.3 Consolidated statement of financial position – Axactor Group

The tables below show a summary of Axactor Group's consolidated statement of financial position as of 31 December 2019 and 2018, as well as the nine-month periods ended 30 September 2020 and 2019:

<i>EUR thousand</i>	As of 30 September		As of 31 December	
	2020	2019	2019	2018
<b>ASSETS</b>				
Total non-current assets.....	1,203,972	1,056,021	1,139,025	814,885
Total current assets.....	139,339	235,119	232,531	293,018
<b>TOTAL ASSETS.....</b>	<b>1,343,310</b>	<b>1,291,140</b>	<b>1,371,556</b>	<b>1,107,903</b>
<b>EQUITY AND LIABILITIES</b>				
<b>Total equity.....</b>	<b>364,866</b>	<b>371,114</b>	<b>377,626</b>	<b>328,170</b>
Total non-current liabilities.....	600,616	657,007	488,864	580,132
Total current liabilities.....	377,829	263,019	505,066	199,600
<b>Total liabilities .....</b>	<b>978,445</b>	<b>920,026</b>	<b>993,930</b>	<b>779,732</b>
<b>TOTAL EQUITY AND LIABILITIES .....</b>	<b>1,343,310</b>	<b>1,291,140</b>	<b>1,371,556</b>	<b>1,107,903</b>

## 2.4.4 Consolidated Statement of Changes in Equity – Axactor Group

The tables below show a summary of the Axactor Group's consolidated statement of changes in equity as of 31 December 2019 and 2018, as well as the nine-month period ended 30 September 2020:

EUR thousand

	Equity related to the shareholders of the Parent Company							
	Restricted		Non-restricted			Total	Non-controlling interest	Total equity
	Share capital	Other paid in capital	Exchange differences	Retained earnings and profit for the year				
<b>Closing balance on 31 Dec 2017</b> .....	<b>79,377</b>	<b>196,298</b>	<b>13</b>	<b>-15,630</b>	<b>260,057</b>	<b>31,776</b>	<b>291,833</b>	
Adjustment on initial application of IFRS 15 (net of tax) .....				-3,087	-3,087		-3,087	
<b>Balance on 1 Jan 2018</b> .....	<b>79,377</b>	<b>196,298</b>	<b>13</b>	<b>-18,717</b>	<b>256,970</b>	<b>31,776</b>	<b>288,746</b>	
Result of the period.....				4,492	4,492	-2,103	2,390	
Re-measurement of pension plans .....				50	50		50	
Foreign currency translation differences – foreign operations .....			-2,830		-2,830		-2,830	
<b>Total comprehensive income for the period</b> .....	<b>0</b>	<b>0</b>	<b>-2,830</b>	<b>4,543</b>	<b>1,712</b>	<b>-2,103</b>	<b>-390</b>	
Proceeds from non-controlling interests.....					0	34,073	34,073	
New Share issues (exercise of share options).....	1,465	1,682			3,147		3,147	
New Share issues.....	273	975			1,248		1,248	
Costs related to share issues...		-31			-31		-31	
Share based payment.....		1,374			1,374		1,374	
<b>Closing balance on 31 Dec 2018</b> .....	<b>81,115</b>	<b>200,298</b>	<b>-2,817</b>	<b>-14,172</b>	<b>264,423</b>	<b>63,746</b>	<b>328,170</b>	
Result of the period.....				16,326	16,326	4,643	20,969	
Foreign currency translation differences – foreign operations .....			-1,904		-1,904		-1,904	
<b>Total comprehensive income for the period</b> .....	<b>0</b>	<b>0</b>	<b>-1,904</b>	<b>16,326</b>	<b>14,422</b>	<b>4,643</b>	<b>19,065</b>	
Proceeds from non-controlling interests.....					0	28,588	28,588	
New Share issues (exercise of share options).....	222	325			548		548	
Share based payment.....		1,256			1,256		1,256	
<b>Closing balance on 31 Dec 2019</b> .....	<b>81,338</b>	<b>201,879</b>	<b>-4,721</b>	<b>2,153</b>	<b>280,648</b>	<b>96,977</b>	<b>377,626</b>	
Result of the period.....				-17,945	-17,945	-16,500	-34,445	
Foreign currency translation differences – foreign operations .....			-23,122		-23,122		-23,122	
<b>Total comprehensive income for the period</b> .....	<b>0</b>	<b>0</b>	<b>-23,122</b>	<b>-17,945</b>	<b>-41,067</b>	<b>-16,500</b>	<b>-57,567</b>	
Proceeds from non-controlling interests.....					0	-5,519	-5,519	
New Share issues.....	15,703	35,064			50,767		50,767	
Cost related to share issues.....		-959			-959		-959	
Share based payment.....		518			518		518	
<b>Closing balance on 30 Sep 2020</b> .....	<b>97,040</b>	<b>236,502</b>	<b>-27,843</b>	<b>-15,791</b>	<b>289,907</b>	<b>74,958</b>	<b>364,866</b>	

## 2.4.5 Consolidated statement of cash flow – Axactor Group

The table below shows a summary of the Axactor Group's consolidated statement of cash flows for the years ended 31 December 2019 and 2018, as well as for the three and nine-month periods ended 30 September 2020 and 2019:

<i>EUR thousand</i>	<b>Three months ended 30 September</b>		<b>Nine months ended 30 September</b>		<b>Year ended 31 December</b>	
	<b>2020</b>	<b>2019</b>	<b>2020</b>	<b>2019</b>	<b>2019</b>	<b>2018</b>
Net cash flows operating activities .....	52,865	50,989	146,824	167,320	242,112	136,253
Net cash flows investing activities	-43,099	-87,200	-194,351	-312,375	-411,222	-563,713
Net cash flows financing activities	-6,982	29,664	8,813	137,110	173,713	447,802
Net change in cash and cash equivalents .....	2,784	-6,547	-38,715	-7,945	4,604	20,341
Cash and cash equivalents at the beginning of period .....	34,289	69,335	75,396	70,776	70,776	50,482
Currency translation	-1,272	304	-880	261	16	-47
Cash and cash equivalents at end of period, incl. restricted funds .....	35,801	63,092	35,801	63,092	75,396	70,776

## 2.5 Shareholders

Pursuant to the Company's shareholders' register in the VPS dated 26 January 2021<sup>1)</sup>, the Company's 20 largest Shareholders were as set out in the table below:

	Shareholder	No. of shares	% of shares
1	GEVERAN TRADING CO LTD <sup>2)</sup> .....	31,867,772	17.19
2	TORSTEIN TVENGE.....	10,000,000	5.39
3	FERD AS.....	7,864,139	4.24
4	VERDIPAPIRFONDET NORDEA NORGE VERD.....	3,238,830	1.75
5	VERDIPAPIRFONDET FIRST GENERATOR.....	2,091,493	1.13
6	GVEPSEBORG AS.....	2,036,494	1.10
7	ENDRE RANGNES.....	2,017,000	1.09
8	NORDNET LIVSFORSIKRING AS.....	1,881,835	1.02
9	VERDIPAPIRFONDET ALFRED BERG GAMBA.....	1,875,000	1.01
10	VPF DNB AM NORSKE AKSJER.....	1,820,974	0.98
11	ALPETTE AS.....	1,661,643	0.90
12	STAVERN HELSE OG FORVALTNING AS.....	1,600,000	0.86
13	VERDIPAPIRFONDET NORDEA AVKASTNING.....	1,549,528	0.84
14	VERDIPAPIRFONDET DNB NORGE.....	1,546,867	0.83
15	SKANDINAVISKA ENSKILDA BANKEN AB.....	1,517,374	0.82
16	VERDIPAPIRFONDET KLP AKSJENORGE IN.....	1,350,613	0.73
17	SKANDINAVISKA ENSKILDA BANKEN AB.....	1,282,963	0.69
18	VERDIPAPIRFONDET NORDEA KAPITAL.....	1,250,037	0.67
19	VERDIPAPIRFONDET EIKA ALPHA.....	1,250,000	0.67
20	ANDRES LOPEZ SANCHEZ.....	1,177,525	0.64
20	DAVID MARTIN IBEAS.....	1,177,525	0.64
	<b>TOTAL</b>	<b>80,057,612</b>	<b>43.18</b>

Source: Shareholder list derived from VPS dated 26 January 2021.

<sup>1)</sup> The above transcript from the VPS does not reflect the 90,000,000 new shares issued by Axactor in the Private Placement and the Transaction. The share capital increases pertaining to the Private Placement and the Transaction were registered in the Norwegian Register of Business Enterprises on 28 January 2021 and the VPS register has not been updated to reflect that as of the date of this Offer Document.

<sup>2)</sup> The table above does not represent the correct shareholding of Geveran, which was 59,237,772 Shares, equalling approximately 31.95% of the total amount of Shares in the Company. The reason is that Geveran has lent out 27,370,000 Axactor Shares to facilitate for settlement towards investors in the Private Placement.

As set out in section 1.2 "The Offeror", the number of shares held by Geveran as of the date of this Offer Document is 122,017,772, equalling approximately 44.31% of the total amount of Shares in the Company.

## **2.6 Board of Directors**

The Board of Directors of Axactor consists of the following directors:

- Glen Ole Rødland, (Chairman)
- Merete Haugli, (Board member)
- Terje Mjøs, (Board member)
- Brita Eilertsen (Board member)
- Lars Erich Nilsen, (Board member)
- Kathrine Astrup Fredriksen (Board member)
- Hans Olov Harén (Board member)

## **2.7 Management and employees**

The Management of Axactor consists of the following persons:

- Johnny Tsolis (Chief Executive Officer)
- Kyrre Svae (interim Chief Financial Officer, Chief of Strategy and IR)
- Arnt Andre Dullum (Chief Operating Officer)
- Vibeke Ly (Chief of Staff)
- Robin Knowles (Chief Investment Officer)
- Andrés López (Country Manager Spain)
- David Martín (Country Manager Spain)
- Steffen Fink (Country Manager Germany)
- Antonio Cataneo (Country Manager Italy)
- Lisa Sohtell (Country Manager Sweden)
- Stina Koren (Country Manager Norway)
- Jarkko Jalonen (Country Manager Finland)

As of 30 September 2020, the Axactor Group had 1,145 employees (Full Time Equivalents).

### **3. BRIEF DESCRIPTION OF GEVERAN**

Geveran is a limited liability company incorporated and existing under the laws of Cyprus, business registration number C37780, having its registered office at Iris House, Floor 7, Flat 740B, John Kennedy, Limassol, 3106 Cyprus.

Geveran is directly controlled by trusts established by Mr. John Fredriksen for the benefit of his immediate family.

See section 1.2 "The Offeror" for certain additional information about Geveran, including its ownership in Axactor.

## 4. TAX CONSEQUENCES

### 4.1 Introduction

The following is a summary of certain Norwegian tax considerations relevant to the disposal of Axactor Shares pursuant to the Offer. This summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to the Axactor Shareholders and does not address foreign tax laws. The summary does not discuss Axactor Shareholders that are partnerships or similar entities.

The summary is based on applicable Norwegian laws, rules and regulations, as they exist as of the date of this Offer Document. Such laws, rules and regulations are subject to change, possibly on a retroactive basis. The summary is solely intended to provide general guidelines and does not address all aspects that may be relevant. The tax treatment of each Axactor Shareholder may depend on the individual Axactor Shareholder's specific situation and each Axactor Shareholder should consult his or her own tax advisor to determine the particular tax consequences for him or her and the applicability and effect of any Norwegian or foreign tax laws and possible changes in such laws.

Any reference to a "Norwegian shareholder" or a "foreign shareholder" in the summary below refers to the tax residency and not the nationality of such shareholder.

### 4.2 Tax Consequences for Norwegian Shareholders Accepting the Offer – Realisation of Shares

#### 4.2.1 Corporate Entities that are Axactor Shareholders

Norwegian "corporate shareholders" (limited liability companies and certain similar entities) are subject to the Norwegian participation exemption, with respect to capital gains derived from the realisation of Axactor Shares. As such, capital gains are tax exempt and loss non-deductible for tax purposes.

#### 4.2.2 Private Individuals who are Axactor Shareholders

A capital gain or loss derived from realisation of Axactor Shares by Shareholders who are Norwegian private individuals ("**Norwegian Personal Shareholders**") is taxable or tax deductible in Norway. Such capital gain or loss is included in or deducted from the Norwegian Personal Shareholders general income in the year of disposal. General income is taxed at a rate of 22%, then the tax base is adjusted upwards by a factor of 1.44, thus implying an effective tax rate of 31.68%. The gain is subject to tax and the loss is tax-deductible irrespective of the duration of the ownership and the number of shares disposed of.

Taxable gains or losses will be calculated as the difference between the consideration received for the Share less the cost price of the Share, including costs incurred in relation to the acquisition or realization of the Share. From this capital gain, Norwegian Personal Shareholders may be entitled to deduct a tax-free allowance when calculating their taxable income, provided that the allowance has not previously been used to reduce taxable dividend income.

The tax-free allowance is calculated on a share-by-share basis, and is allocated solely to the Shareholder holding the Share as of 31 December of the relevant calendar year. The tax-free allowance for each Share is equal to the Shareholder's purchase price multiplied by a determined risk-free interest rate, and is calculated on each individual Share, i.e. not on a portfolio basis. Any part of the calculated allowance one year exceeding the dividend distributed on the Share ("unused allowance") may be carried forward and set off against future dividends received on, or gains upon realisation of, the same Share. Any unused allowance will also be added to the basis of computation of the allowance on the same Share the following year. The deduction for any unused allowance in connection with the realisation of a Share may not lead to or increase a deductible loss, i.e. any unused allowance exceeding the capital gain resulting from the realization of a Share will be annulled.

If the Shares sold by a Norwegian Personal Shareholder under the Offer have been acquired at different points in time, the Shares that were acquired first will be regarded as being realised first (the FIFO principle) for the purpose of calculating the taxable gain or loss. Costs incurred in connection with acquisition or sale of Shares will be deductible in the year of sale.



### **4.3 Tax Consequences for Foreign Shareholders Accepting the Offer – Realisation of Shares**

This section summarizes Norwegian tax rules relevant to foreign shareholders ("**Foreign Shareholders**"). The extent of the tax liabilities of foreign shareholders in their country of residence or other countries will depend on the tax rules applicable in such jurisdictions.

Capital gains upon the realisation of Axactor Shares by Foreign Shareholders are not taxable in Norway unless:

- (i) the Shares are effectively connected with business activities carried out or managed in Norway (in which case capital gains will generally be subject to the same taxation as that of Norwegian Shareholders, cf. the description of tax issues related to Norwegian Shareholders in section 4.2 above), or
- (ii) the Shares are held by an individual who has been a resident of Norway for tax purposes with unsettled/postponed exit tax calculated on the shares at the time of cessation as Norwegian tax resident.

Any applicable tax treaty may, depending on the treaty, further restrict the taxation in Norway.

Foreign Shareholders are urged to seek advice from own tax advisors to clarify the tax consequences of accepting the Offer.

## Text of the Mandatory Offer Guarantee

To: The shareholders of Axactor SE accepting the mandatory offer made by Geveran Trading Co Ltd.

28 January 2021

## PAYMENT GUARANTEE

### Bank guarantee in connection with a mandatory offer for the shares in Axactor SE

In connection with the mandatory offer (the "**Mandatory Offer**") by Geveran Trading Co Ltd. (the "**Offeror**") for all outstanding shares in Axactor SE not already held by the Offeror (the "**Axactor Shares**"), in accordance with the mandatory offer document dated 28 January 2021 approved by the Oslo Stock Exchange pursuant to section 6-14 of the Norwegian Securities Trading Act (the "**Mandatory Offer Document**"), and at the request of and for the account of the Offeror, we, DNB Bank ASA, hereby unconditionally guarantee as for our own debt (in Norwegian: "*selvskyldnergaranti*") the payment of NOK 8.00 per Axactor Share (the "**Offer Price**") to the shareholders of Axactor SE who have accepted the Mandatory Offer in accordance with the terms of the Mandatory Offer Document.

Our liability under this guarantee is limited to the Principal Guarantee Amount (as defined below) plus statutory default interests (currently 8.00 per cent interest per annum) for late payment for a period of up to four weeks (the "**Guarantee Period**"), calculated from the due date of the settlement of the Mandatory Offer. To the extent that any decision to change the Norwegian default interest is adopted within the Guarantee Period, such changed default interest is comprised by this guarantee.

As used herein, the term "**Principal Guarantee Amount**" means: NOK 1,227,021,536, which is equal to the maximum amount payable by the Offeror pursuant to the Offer Price of NOK 8.00 per Axactor Share multiplied with all 153,377,692 Axactor Shares not already owned by the Offeror.

The guarantee will remain in effect as from 29 January 2021 to 16:30 CET on 12 April 2021 (the "**Guarantee Expiration Time**"), after which time the guarantee will automatically lapse.

Claims under this guarantee may be made only after the date of due payment in accordance with the terms of the Offer and must be received by us before the Guarantee Expiration Time. Written notice of claim under this guarantee shall be submitted to:

DNB Bank ASA  
Dronning Eufemias gate 30,  
0191 Oslo  
Norway  
E-mail: [int.guarantees@dnb.no](mailto:int.guarantees@dnb.no)

Any claim under this guarantee must be accompanied by:

- (i) a copy of the acceptance form submitted by the claimant, accepting the Offer;
- (ii) a transcript of the claimant's VPS account giving evidence that the beneficiary is the owner of the Axactor Shares relating to the acceptance together with confirmation from the claimant's account manager that the Axactor Shares will be transferred to the Offeror free of any charge and encumbrance etc. as soon as payment has been made; and
- (iii) a written confirmation from the claimant or its attorney, confirming that correct settlement for the actual Axactor Shares has not been effected, and that the amount claimed has not otherwise been paid to the claimant neither directly or indirectly, by or on behalf of the Offeror.

Pursuant to section 6-3 (2) cf. section 6-10 of the Norwegian Securities Trading Regulation, the guarantee amount under this guarantee may be reduced after expiry of the acceptance period of the Offer subject to the terms and condition set forth thereunder, provided that the Oslo Stock Exchange permits it.

This guarantee shall be governed by and construed in accordance with Norwegian law.

28 January 2021  
DNB Bank ASA



## **Registered office and advisers**

### **Geveran Trading Co. Limited**

Iris House, Floor 7, Flat 740B,  
John Kennedy,  
Limassol, 3106 Cyprus.

### **Financial Advisor and Receiving Agent**

DNB Markets, a part of DNB Bank ASA  
Dronning Eufemias gate 30,  
0191 Oslo  
Norway

### **Legal Advisor**

Advokatfirmaet Wiersholm AS  
Dokkveien 1  
0115 Oslo  
Norway