

TERMS AND CONDITIONS OF THE CAPITAL CERTIFICATES
(WITH VOLUNTARY CONVERSION)

SUMMARY OF TERMS:

Issuer: Amagerbanken Aktieselskab

Total issue: DKK 934,895,000

Issue Date: 22 December 2009

Coupon Conversion Commission: 0.1 per cent p.a.

Conversion Commission: 0.4 per cent p.a.

Annual Yield: 11.010 per cent p.a.

Conversion: Issuer's Conversion Option and Obligation

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Appendix 1 List of the Issuer's Hybrid Tier 1 Capital at the date of Issuance

TERMS AND CONDITIONS OF THE CAPITAL CERTIFICATES

(WITH VOLUNTARY CONVERSION)

1. **DEFINITIONS**

For the purpose of these Conditions, the terms below shall be defined as follows (with voluntary conversion):

"Alternative Coupon Payment Event" shall have the meaning ascribed to it in paragraph 5.1.

"Annual Fixed Coupon Amount" shall mean the Fixed Coupon Amount accrued on a Note in a period starting on 1 May of any year to 1 May of the following year.

"Annual Yield" shall mean 11.010 per cent p.a.

"Banking Day" shall mean a weekday when banks are generally open for business in Denmark.

"Calculation Period" shall mean the period in which the Coupon Conversion Price is fixed in accordance with paragraph 5.4.1.

"Capital Certificates" shall have the meaning ascribed to such terms in paragraph 2.1.

"Capital Certificates with Mandatory Conversion" shall mean capital certificates issued under the Terms and Conditions of the Capital Certificates (with voluntary and mandatory conversion) of the same date as the Conditions (with voluntary conversion) and other capital certificates with mandatory conversion issued under the Danish Act on State-Funded Capital Injections.

"Capital Certificates without Mandatory Conversion" shall mean the Capital Certificates and other capital certificates with voluntary conversion issued under the Danish Act on State-Funded Capital Injections.

"Capital Certificate Holder" shall mean a natural or legal person registered with VP as a holder of one or more Capital Certificates.

"Capital Requirement" shall mean the higher of the Solvency Requirement and the minimum capital requirement, see section 127 of the Danish Financial Business Act.

"Company Resolution" shall mean dividend and any other distribution of cash or other assets to the Issuer's shareholders, capital increase or capital reduction, issuance of warrants, share options, convertible bonds or other convertible instruments, other rights to subscribe for or purchase Shares, share split or share consolidation, merger, demerger and any other resolution by the Issuer which affects the capital structure of the Issuer.

"Conditions" (with voluntary conversion) shall mean these Terms and Conditions of the Capital Certificates (with voluntary conversion).

"Conversion rate" has the meaning set out in paragraph 11.7.

"Conversion Notification" has the meaning set out in paragraph 11.3.

"Conversion Period" has the meaning set out in paragraph 11.1.

"Conversion Commission" shall mean 0.4 per cent p.a.

"Core capital" means core capital as defined in section 5(7)(iv) of the Danish Financial Business Act.

"Coupon" shall mean the Fixed Coupon Amount plus the Variable Dividend Coupon Charge.

"Coupon Conversion Commission" shall mean 0.1 per cent p.a.

"Coupon Conversion Date" has the meaning set out in paragraph 5.1.

"Coupon Conversion Notification" has the meaning set out in paragraph 5.2.

"Coupon Conversion Price" has the meaning set out in paragraph 5.4.

"Coupon Conversion Shares" have the meaning set out in paragraph 5.1.

"Coupon Conversion Valuation Expert" has the meaning set out in paragraph 5.4.2.

"Danish Financial Business Act" shall mean Consolidated Act No. 793 of 20 August 2009 and any executive order issued thereunder, all as amended from time to time.

"Danish Act on State-Funded Capital Injections" shall mean Act No. 876 of 15 September 2009 and any executive order issued thereunder, all as amended from time to time.

"Danish Companies Act" shall mean the Consolidating Act no. 649 of 15 June 2006, as amended.

"Date of Coupon Conversion Notification" has the meaning set out in paragraph 5.2.

"Distributable Reserves" shall mean the distributable reserves which appear from the Issuer's latest audited annual report approved by the Issuer's shareholders in general.

"Dividend Declared" shall mean the sum of any dividend as calculated on a VDS Calculation Date and resolved by the Issuer's shareholders at general meeting or Board of Directors in the period from the latest VDS Calculation Date or, with respect to the first VDS Calculation Date, the period from 1 October 2010 to the relevant VDS Calculation Date and either (i) paid by the Issuer during such period or (II) scheduled for payment during the period after the VDS Calculation Date on which the dividends are calculated. If it has been resolved to declare dividends denominated in a currency other than DKK, the amount will be translated into DKK based on the price published by Danmarks Nationalbank on the date of the resolution to declare dividends.

"DKK" shall mean Danish kroner.

"Early Redemption Amount" shall mean an amount, the payment of which on the Date of Redemption will imply that the Capital Certificate has generated an overall return equal to the Effective Rate of Interest calculated during the period from the Date of Issuance to the Date of Redemption.

"Effective Rate of Interest" shall mean the effective rate of interest equal to the sum of the Coupon Conversion Commission, Conversion Commission (where relevant) and the Annual Effective Rate of Interest. During the Conversion Period, the Effective Rate of Interest will be 11.510 per cent p.a. and subsequently thereto 11.110 per cent p.a.

"Fixed Coupon" shall have the meaning set out in paragraph 4.2.

"Hybrid Core Capital (Hybrid Tier 1 Capital)" shall mean core capital as defined in section 5(7)(4) of the Danish Financial Business Act.

"Hybrid Core Capital Ratio (Hybrid Tier 1 Capital Ratio)" shall mean the Issuer's Hybrid Tier 1 Capital at any time as a percentage of the Issuer's Core Capital at any time.

"Initial Hybrid Core Capital (Hybrid Tier 1 Capital)" shall mean the Issuer's Hybrid Tier 1 Capital on the Issue Date (immediately post issue of the Capital Certificates) and as subsequently redeemed or otherwise decreased unless replaced by new Hybrid Tier 1 Capital; provided, however, that the amount of the Issuer's Hybrid Tier 1 Capital for the purpose of calculating the Issuer's Initial Hybrid Tier 1 Capital cannot exceed the amount of the Issuer's Hybrid Tier 1 Capital on the Issue Date (immediately post issue of the Certificates). Issuer's Initial Hybrid Tier 1 Capital shall for all calculation purposes be determined using prevailing currency rates other than DKK for DKK as based on Danmarks Nationalbank's published price on the relevant date for the calculation of the Initial Hybrid Tier 1 Capital.

"Initial Hybrid Core Capital (Initial Hybrid Tier 1 Capital Ratio)" shall mean the Issuer's Initial Hybrid Tier 1 Capital as a percentage of the Issuer's Core Capital at any time.

"Interest Addition Date" shall mean 1 May and 1 November of any year.

"Issue Date" shall mean 22 December 2009.

"Issuer" shall mean Amagerbanken Aktieselskab, Central Business Register (CVR) no. 15773928, 25 Amagerbrogade, 2300 Copenhagen S, Denmark.

"Issuer's Conversion Option" shall have the meaning ascribed to it in paragraph 11.1.

"Market Capitalisation" shall mean DKK 1,862,590,000 adjusted for any net cash proceeds from a cash share capital increase in Issuer effected in the period from the Date of Issuance until a VDS Calculation Date.

"New Shares" shall have the meaning ascribed to it in paragraph 11.1.

"Nominal Rate of Interest" shall mean the nominal rate of interest equal to the Effective Rate of Interest on semi-annual payments of the Fixed Coupon. During the

Conversion Period, the Nominal Rate of Interest will be 11.196591 per cent p.a. and subsequently thereto 10.817457 per cent p.a.

"Nominal value" shall mean DKK 0.01.

"Number of Capital Certificates" shall mean the number of Capital Certificates outstanding at any given time.

"Outstanding Principal" shall mean the Number of Capital Certificates multiplied by the Nominal Value.

"Partial Redemption" has the meaning set out in paragraph 8.6.

"Price Sensitive Information" shall mean information about (i) the Issuer, including the Issuer's and the Issuer's Group's business, assets, liabilities, condition (financial or otherwise), results and operations, (ii) the Shares, or (iii) market conditions relating to the Shares, which information ((i)-(iii)), alone or in combination with other information, has or would reasonably be expected to have, alone or in the aggregate, an influence on the price of the Shares or which a rational investor would reasonably be expected to take into consideration when assessing the value of the Shares. The issuer will be deemed to hold Price-Sensitive Information if a member of its Board of Directors, Executive Board, Management or their key employees holds such Price-Sensitive Information.

"Principal in Excess of Market Capitalisation" shall mean the Outstanding Principal on a VDS Calculation Date divided by the Market Capitalisation.

"Redemption Date" means the date on which a Capital Certificate(s) is/are redeemed in accordance with paragraph 8.

"Shares" shall mean shares issued by the Issuer.

"Solvency Requirement" shall mean the higher of (i) the solvency requirement, see section 124(2) of the Financial Business Act and (ii) an individual solvency requirement determined by the Danish Financial Supervisory Authority, see section 124(5) of the Danish Financial Business Act.

"Stock Exchange" shall mean Nasdaq OMX Copenhagen A/S, Central Business Register (CVR) no. 19042677.

"Subordinated Loan Capital" shall mean capital that meets the requirements in section 136 of the Danish Financial Business Act and any other loan capital designated as subordinated to all other non-subordinated loan capital (except for Hybrid Core Capital or debt designated as ranking pari passu with Hybrid Core Capital).

"Total Amount of the Issuance" has the meaning set out in paragraph 2.1.

"Total Amount of the Issuances" means the Total Amount of the Issuance plus the Total Amount of the Issuance as defined in the Terms and Conditions of the Capital Certificates (with voluntary and mandatory conversion) of the same date as the Conditions (with voluntary conversion), in total DKK 1,106,000,000.

"Trading Day" means a day where the Stock Exchange is open for trading.

"Valuation Expert" has the meaning set out in paragraph 11.7.1.

"Valuation Report" has the meaning set out in paragraph 11.7.4.

"Variable Dividend Supplement" shall have the meaning ascribed to it in paragraph 4.3.

"VDS Calculation Date" shall have the meaning ascribed to it in paragraph 4.3.

"Volume Weighted Average Price" shall mean in respect of the Shares the volume-weighted average price published by or derived from the price displayed under the heading "Bloomberg VWAP" on Bloomberg page AMAG DC <equity> VWAP (or any successor page) in respect of the period from 9 a.m. CET on the first day of the relevant calculation period to 5 p.m. CET on the last day of the relevant calculation period.

"VP" shall mean VP Securities A/S (Værdipapircentralen A/S), Central Business Register (CVR) no. 21599336.

2. **FORM AND DENOMINATION**

- 2.1 The Capital Certificates. The Issuer shall issue 93,489,500,000 capital certificates (*kapitalbeviser*) (each a "Capital Certificate" and collectively the "Capital Certificates") of nominal DKK 0.01 each, in total DKK 934,895,000 (say Danish kroner nine hundred

and thirty-four million eight hundred and ninety-five thousand 00/100) (the "Total Amount of the Issuance") under these Conditions (with voluntary conversion).

- 2.2 Registration in VP. The Capital Certificates shall be in dematerialised form and issued through VP. Unless otherwise provided in these Conditions (with voluntary conversion), interest etc. must be calculated and paid in accordance with the rules of VP applicable from time to time.

3. **STATUS**

- 3.1 Status. The Capital Certificates shall constitute Hybrid Tier 1 Capital. The Capital Certificates shall rank *pari passu* with any other Hybrid Tier 1 Capital of the Issuer and with any other debt expressed to rank *pari passu* with Hybrid Tier 1 Capital of the Issuer. The Capital Certificates shall rank senior to the Issuer's share capital and debt expressed to be subordinate to Hybrid Tier 1 Capital, including in relation to the right to receive periodic payments and the right to receive dividend in case of the Issuer's bankruptcy or liquidation.

- 3.2 Subordination. The Capital Certificates shall be subordinate to all non-subordinated debt of the Issuer and all debt ranking as Subordinated Loan Capital of the Issuer.

4. **INTEREST PROVISIONS**

- 4.1 Payment of Coupon. The Issuer shall pay a fixed coupon to the Capital Certificate Holders in accordance with paragraph 4.

- 4.2 Fixed Coupon. The issuer must pay the Nominal Rate of Interest on the Outstanding Principal ("Fixed Coupon"). The Fixed Coupon is payable semi-annually on each Interest Addition Date. The calculation of the Fixed Coupon must comply with actual/actual (ICMA) and the rules of VP applicable from time to time.

- 4.3 Variable Dividend Supplement. In addition, the Issuer shall pay a variable dividend supplement ("Variable Dividend Supplement") calculated as the higher of:

- (i) DKK 0, and
- (ii) ((Dividend Declared x 1.25 x Principal in Excess of Market Capitalisation) – Annual Fixed Coupon).

The Variable Dividend Supplement is calculated five Business Days before 1 May of any year (the "VDS Calculation Date"). If the Issuer's shareholders in general meeting or Board of Directors has resolved to declare dividends on a later date in April of the relevant year, such date will be deemed to be the VDS Calculation Date. The Variable Dividend Supplement will be payable each year on 1 May, beginning 1 May 2012.

5. **ALTERNATIVE COUPON PAYMENT**

5.1 Alternative Coupon Payment Event. If, the solvency ratio of the Issuer will be less than 110% of the Solvency Requirement upon payment in whole or in part of the Coupon ("Alternative Coupon Payment Event"), the payment of Coupon must be effected through issuance of new Shares or delivery of existing treasury Shares ("Coupon Conversion Shares") to the Capital Certificate Holders relative to their holdings of Capital Certificates on the relevant Interest Addition Date or on such later date as may be determined under paragraph 5.4.1. (the "Coupon Conversion Date").

5.2 Notification of Alternative Coupon Payment Event In the event of an Alternative Coupon Payment Event, the Issuer must notify the Capital Certificate Holders and the public ("Coupon Conversion Notification") not later than three Trading Days and not earlier than five Trading Days before the Coupon Conversion Date ("Date of Coupon Conversion Notification"). Notwithstanding the above, the Issuer may publish any Coupon Conversion Notification at an earlier date if the Issuer has an obligation to do so under applicable law or the rules of the Stock Exchange. However, in all events, the Issuer must publish a Coupon Conversion Notification not later than three Trading Days and not earlier than five Trading Days before the opening of the Stock Exchange on the Date of Coupon Conversion Notification. The Conversion Price on or before the Coupon Conversion Date and before the conversion of the Coupon. All notifications under this paragraph must be given in accordance with the rules of VP applicable from time to time, the rules of the Stock Exchange and applicable law.

5.3 Number of Coupon Conversion Shares. Coupon converted as a result of an Alternative Coupon Payment Event will be converted into a number of Coupon Conversion Shares according to the following formula:

Number of Coupon Conversion Shares = Coupon converted, divided by the Coupon Conversion Price, see, however, paragraph 11.6.

5.4 Coupon Conversion Price. The price at which the Coupon is converted into New Shares ("Coupon Conversion Price") is calculated in DKK per Share pursuant to the rules set out in paragraph 5.4.1 and 5.4.2.

5.4.1 Market price. The Coupon Conversion Price is calculated in accordance with the following formula:

The average of (i) the Volume-Weighted Average Price of the Shares calculated over a period of three consecutive Trading Days immediately preceding the Date of Coupon Conversion Notification (exclusive) and (ii) the Volume-Weighted Average Price of the Shares calculated over a period of three consecutive Trading Days, beginning on the Date of Coupon Conversion Notification (inclusive).

If the issuer holds Price-Sensitive Information, notification of such information must be given to the public pursuant to applicable law on or before the Date of Coupon Conversion Notification. If the Issuer believes or predicts, after having performed reasonable examinations of the Issuer's activities, assets, liabilities, conditions (financial or other), financial results and operations, that it will come into possession of Price-Sensitive Information within the first ten consecutive Trading Days after the Date of Coupon Conversion Notification, the Date of Coupon Conversion Notification may be the date of publication of such Price-Sensitive Information at the earliest.

5.4.2 Coupon Conversion Valuation Expert. If (i) the Shares have not been traded on one or more Trading Days during the Calculation Period or (ii) the Danish State so requests, the Coupon Conversion Price will be fixed by an independent investment bank or a state-authorised public accountant designated by the Danish State upon consultation with the Issuer (the "Coupon Conversion Valuation Expert"). The Coupon Conversion Price fixed by the Coupon Conversion Valuation Expert is binding. The Issuer shall pay all costs for the Coupon Conversion Valuation Expert. The conversion of the Coupon must be effected as soon as possible after the Coupon Conversion Valuation Expert has informed the Issuer and the Capital Certificate Holders of the Coupon Conversion Price. This paragraph 5.4.2 will cease to apply if the Danish State ceases to be a Capital Certificate Holder.

5.5 Conditions. Conversion of Coupon under this paragraph 5 is subject to:

- (i) the Issuer's shareholders in general meeting having passed all the necessary resolutions to issue the Coupon Conversion Shares against conversion of Coupon at the Coupon Conversion Price and on the other terms and conditions of the Conditions (with voluntary conversion),
- (ii) the Issuer providing a legal opinion at the date of implementation of the conversion in a form and with a content which is satisfactory to the Danish State, confirming (i) the fulfilment of the above and that the Coupon Conversion Shares will rank *pari passu* with, and be identical to, the Issuer's existing Shares at the date of implementation of the conversion,
- (iii) the Issuer's articles of association not containing any restrictions in respect of ownership, voting or transferability, etc.,
- (iv) the Issuer being licensed to operate as a bank, not having suspended its payments or entered into liquidation or having been declared bankrupt,
- (v) the Shares having been, and the Coupon Conversion Shares being admitted to trading on the Stock Exchange or another regulated market, and
- (vi) no Company Resolution having been passed (or implemented), being pending or published within a period of five consecutive Trading Days before the Date of Coupon Conversion Notification and during a period of ten consecutive Trading Days after the Date of Coupon Conversion Notification (inclusive) or, if the Coupon Conversion Price is fixed in accordance with paragraph 5.4.2, within the relevant period in which the Coupon Conversion Valuation Expert is to fix the Coupon Conversion Price.

5.6 No adjustment. The Coupon Conversion Price will not be separately adjusted in the event of the Issuer's increase or reduction of the share capital, issuance of warrants or convertible instruments, merger, demerger or other dissolution.

5.7 Similar application. Paragraphs 11.6, 11.8, 11.9, 11.12 and 11.13 apply subject to any necessary amendments with respect to an Alternative Coupon Payment Event or issuance of Coupon Conversion Shares.

6. **COUPON CANCELLATION**

6.1 Conditions. Coupon is payable on the due date, see paragraphs 4.2 and 4.3, unless:

- (i) the Issuer either does not fulfil the Capital Requirement before payment of Coupon or, after payment of Coupon, the Issuer will not fulfil the Capital Requirement;

- (ii) the Coupon exceeds the Distributable Reserves, see section 132(1)(7) of the Danish Financial Business Act; or
- (iii) The Danish Financial Supervisory Authority has announced that, in the assessment of the Financial Supervisory Authority, the Issuer either does not fulfil the Capital Requirement before payment of Coupon or, after payment of Coupon, will not fulfil the Capital Requirement, or if the authority assesses that the payment of Coupon will adversely affect the Issuer's financial position to the effect that the Issuer is likely not to fulfil the Capital Requirement.

6.2 Partial payment. If either of the exceptions in (i) or (ii) set out in paragraph 6.1 applies, the Issuer must pay Coupon in any such smaller amount as may be paid without triggering the application of the exceptions in (i) and (ii) in paragraph 6.1. In the event of partial payment of Coupon under this paragraph 6.2, the amount payable in respect of the Capital Certificates must constitute a proportionate share of the total amount available for payment of Coupon calculated as such share of the sum of the Issuer's total Hybrid Core Capital as represented by the Outstanding Principal on the due date.

6.3 Cancellation of non-paid Coupon. Any Coupon payment which has not been made (in whole or in part) with reference to paragraph 6.1 and 6.2 shall be cancelled and no request for payment may subsequently be made.

6.4 Resumption of obligation to pay Coupon. The addition of Coupon will be resumed, and the obligation to pay Coupon will apply again from such date as the exceptions in paragraph 6.1 no longer apply.

6.5 Notice. The Issuer shall immediately give notice to the Capital Certificate Holders when the Issuer becomes aware that the full Coupon cannot be paid on the due date under this paragraph 6.

7. **WRITE-DOWN OF PRINCIPAL AND UNPAID COUPON**

7.1 Write-down of Capital Certificates. The Issuer may at an annual or extraordinary general meeting resolve to write down, in whole or in part, the Outstanding Principal and any accrued, unpaid Coupon if the Issuer's equity is lost and the Issuer's share capital has been written down to zero. In the event of a partial write-down of the Outstanding Principal, such write-down must be effected by a proportional write-down of the Issuer's total Hybrid Core Capital.

7.2 Conditions for write-downs. The Outstanding Principal and any accrued, unpaid Coupon may be written down in accordance with paragraph 7.1 only if (i) additional capital is

subsequently contributed to the Issuer to the effect that the Capital Requirement is fulfilled, or (ii) the Issuer discontinues its activities without any loss to the unsubordinated creditors. Write-downs may only be effected by an amount approved in advance by the Issuer's external auditor(s) and the Danish Financial Supervisory Authority.

- 7.3 Notification. The Issuer shall immediately, or, where possible, in advance, notify the Capital Certificate Holders of a notice to convene a general meeting with a view to passing resolutions of the nature specified in paragraph 7.1.

8. **REDEMPTION OF CAPITAL CERTIFICATES**

- 8.1 No maturity date. The Capital Certificates are perpetual and shall not fall due, neither in whole or in part, at any fixed date. No demand may be made for redemption, in whole or in part, of the Capital Certificates, unless expressly specified in these Conditions (with voluntary conversion).

- 8.2 Redemption. The Capital Certificates may not be redeemed in whole or in part before 23 November 2014. If the Capital Certificates are redeemed by the Issuer in whole or by Partial Redemption before 23 November 2014, such redemption will be subject to the fulfilment of the conditions of section 132(4) of the Danish Financial Business Act.

- 8.3 Redemption price in the fifth year from the Date of Issuance. During the period from 23 November 2014 until 22 December 2014, the Issuer may redeem the Capital Certificates, in whole or by Partial Redemption, plus any due, unpaid Coupon, at an amount per Capital Certificate correspondent to the higher of

- (a) the Nominal Value; and
- (b) the Early Redemption Amount

plus

- (i) as regards (a) above, any Fixed Coupon accrued during the period from the latest Interest Addition Date until the Date of Redemption; and
- (ii) as regards (a) and (b) above, any Variable Dividend Supplement accrued from the latest VDS Calculation Date until the Date of Redemption.

- 8.4 Redemption price in the sixth year from the Date of Issuance. During the period from 23 December 2014 until 22 December 2015, the Issuer may redeem the Capital Certificates, in whole or by Partial Redemption, plus any due, unpaid Coupon, at an amount per Capital Certificate corresponding to 105% of the Nominal Value, plus
- (a) 5% of the Nominal Value if the Coupon is lost in whole or in part in the period from the Date of Issuance until the Date of Redemption, see paragraph 6.3;
 - (b) Fixed Coupon accrued in the period from the latest Interest Addition Date until the Date of Redemption; and
 - (c) Variable Dividend Supplement accrued in the period from the latest VDS Calculation Date until the Date of Redemption.
- 8.5 Redemption price in the seventh year from the Date of Issuance. From 23 December 2015, the Issuer may redeem the Capital Certificates, in whole or by Partial Redemption, plus any due, unpaid Coupon, at an amount per Capital Certificate corresponding to 110% of the Nominal Value, plus
- (a) Fixed Coupon accrued in the period from the latest Interest Addition Date until the Date of Redemption; and
 - (b) Variable Dividend Supplement accrued in the period from the latest VDS Calculation Date until the Date of Redemption.
- 8.6 Partial Redemption. Notwithstanding paragraphs 8.1 to 8.5, the Issuer may only redeem part (and not all) of the Capital Certificates ("Partial Redemption") on the following conditions:
- (a) the Issuer may effect a maximum of three Partial Redemptions before full redemption of all Capital Certificates must be effected;
 - (b) at least 20% of the Total Amount of the Issuance must be redeemed through Partial Redemption;
 - (c) the Outstanding Principal must represent at least 30% of the Total Amount of the Issuance after a Partial Redemption; and
 - (d) the selection of Capital Certificates to be redeemed through Partial Redemption must be made in accordance with the rules of VP applicable from time to time.

- 8.7 Redemption (capital and tax event). From 23 December 2012, the Issuer may, subject to prior written consent from the Danish Financial Supervisory Authority and notwithstanding the provisions set out in paragraphs 8.2 and 8.6, redeem any Capital Certificates, plus any due, unpaid Coupon, (a) which can no longer fully form part of the Issuer's Hybrid Core Capital due to changes in relevant legislation, or (b) in respect of which the Issuer may no longer (in whole or in part) make tax deductions for Coupon. The redemption amount per Capital Certificate, see this paragraph 8.7, will be fixed in accordance with paragraphs 8.3 to 8.5. Paragraph 8.3 applies from 23 December 2012.
- 8.8 Obligation to redeem convertible Hybrid Core Capital. Capital Certificates without Mandatory Conversion may not be redeemed in whole or by Partial Redemption before such time as the Issuer has redeemed, written down or converted all Capital Certificates with Mandatory Conversion.
- 8.9 Notification. The Issuer shall notify the Capital Certificate Holders of redemption under this paragraph 8 no later than 15 days and no more than 60 days before redemption may be effected.
- 8.10 Approval by the Danish Financial Supervisory Authority. Both full redemption and Partial Redemption are subject to the prior approval of the Danish Financial Supervisory Authority; see the Danish Financial Business Act.

9. **PAYMENTS**

- 9.1 Currency. All payments to the Capital Certificate Holders under these Conditions (with voluntary conversion) must be made in DKK.
- 9.2 Time. All payments in respect of the Capital Certificates must be made on or before the due date for the relevant payment and be at the free disposal of the Capital Certificate Holders on such date. All payments must be made through VP and in accordance with rules of VP applicable from time to time.
- 9.3 Non-Business Day. If an Interest Addition Date falls on a day which is not a Business Day, payment of Coupon will be deferred until the next Business Day. Deferral of payment of Coupon under this paragraph 9.3 will not give rise to any additional payments.

10. **OBLIGATIONS OF THE ISSUER**

- 10.1 Obligations of the Issuer. The Issuer must fulfil all obligations stipulated in this paragraph 10.1 as from the Date of Issuance until such date as the Capital Certificates have been fully written down, see paragraph 7, redeemed, see paragraph 8, or converted, see paragraph 11. Paragraphs 10.1.12 and 10.1.5 to 10.1.7 will, however, cease to apply on expiry of the Conversion Period.
- 10.1.1 Capital reduction and treasury Shares. The Issuer may not (i) effect any capital reduction for any purpose other than to cover losses or to carry out write-downs under paragraph 7.1, (ii) purchase treasury Shares, including the implementation of buy-back programmes for treasury Shares, if such purchase is in contravention of the Danish Act on State-Funded Capital Injections. The issuer may only dispose of treasury Shares on market terms.
- 10.1.2 Issuance of share options etc. The Issuer may only issue share options, warrants, convertible debt instruments or similar instruments on market terms, unless such issuance forms part of a general employee scheme.
- 10.1.3 Dividend and repayment of subordinated debt. The Issuer may not declare dividends, repay or buy back debt which is subordinated to or ranks *pari passu* with the Capital Certificates or other Hybrid Core Capital if (i) any due Coupon has not been paid in whole or in part, or if (ii) the Coupon was lost under paragraph 6 and no full payment of Coupon has been made on two consecutive Interest Addition Dates after the date when the Coupon is lost. Notwithstanding the above, the Issuer may, however, buy back debt which is subordinated to the Capital Certificates, or which ranks *pari passu* with the Capital Certificates or other Hybrid Core Capital, for its trading portfolio with a view to fulfilling applications from the Issuer's customers in connection with the Issuer's market maker function.
- 10.1.4 Liquidation. The shareholders of the Issuer may not adopt any resolution to liquidate the Issuer, unless such liquidation is required by law.
- 10.1.5 Merger and demerger. The Issuer may not enter into a (i) merger agreement (*fusionsplan*), and the shareholders of the Issuer may not approve such merger agreement, if the valuation experts declare pursuant to section 134(c) of the Danish Companies Act that the consideration paid for the Shares is not fair and reasonable, or (ii) demerger agreement (*spaltningssplan*), and the shareholders of the Issuer may not

approve such demerger if such demerger may have a significant adverse impact on the interests of the Capital Certificate Holders.

10.1.6 Listing. The Issuer may not apply for a delisting of the Shares from the Stock Exchange.

10.1.7 Other. The Issuer may not implement any Company Resolutions entailing that the value of the total number of Coupon Conversion Shares received in the event of an Alternative Coupon Payment Event, see paragraph 5, or New Shares received in connection with a conversion, see paragraph 11, would be lower than the value of such Shares had the Company Resolution not been implemented.

11. **ISSUER'S CONVERSION OPTION AND OBLIGATION**

11.1 Issuer's Conversion Option. During the period from the Date of Issuance up to and including 22 December 2014 (the "Conversion Period"), the Issuer may at any time request that the Capital Certificates plus any accrued, unpaid Coupon be converted into new Shares in the Issuer ("New Shares") if the Issuer's Hybrid Core Capital Ratio exceeds 35 (the "Issuer's Conversion Option"). The Issuer's Conversion Option may not be exercised if the Danish Financial Supervisory Authority has ordered a conversion of all or part of the Capital Certificates with Mandatory Conversion and such conversion has not been finally carried out. During the Conversion Period, the Issuer shall pay Conversion Commission.

11.2 Exercise of the Issuer's Conversion Option. The Issuer's Conversion Option may only be exercised in tranches of 20 per cent of the Total Amount of the Issuances. If necessary in order to bring the Issuer's Hybrid Core Capital Ratio (calculated after conversion of each tranche) down to 35 or below, the Issuer's Conversion Option may be exercised with several tranches at a time.

11.3 Notification of exercise. The Issuer must notify the Capital Certificate Holders and the public ("Conversion Notification") of the exercise of the Issuer's Conversion Option in accordance with the rules of VP applicable from time to time, the rules of the Stock Exchange and applicable law.

11.4 Implementation of the Issuer's Conversion Option. The implementation of the conversion as per the Conversion Notification must be effected immediately after the Valuation Report is made available. At VP, the conversion must be effected in the form of a proportionate or (where relevant) full reduction and cancellation of the holdings of Capital Certificates in all accounts of VP in accordance with the rules of VP applicable from time to time. Upon exercise and implementation of the Issuer's Conversion Option through valid issuance of New Shares, the Capital Certificate Holders may not set up

any claims against the Issuer relating to converted Capital Certificates. Coupon will continue to accrue on Capital Certificates not converted into New Shares in accordance with these Conditions (with voluntary conversion).

- 11.5 Number of New Shares. The Capital Certificates to be converted under this paragraph 11 must be converted into a number of New Shares in accordance with the following formula:

New Shares = The sum total of the Nominal Value of all of the Capital Certificates to be converted with the addition of any accrued and due but unpaid Coupon divided by the Conversion Price, see however paragraph 11.6.

- 11.6 Roundings. If the Nominal Value of the Capital Certificates, plus any accrued, unpaid coupon, to be converted does not correspond to a whole number of New Shares for a given account with VP, the number of New Shares will be rounded down to the nearest whole number of New Shares for the account with VP. No fractions of New Shares will be issued in connection with conversion, see this paragraph 11. Accordingly, any amounts not converted will be paid in cash to the Capital Certificate Holders at the time of VP's implementation of the Issuer's Conversion Option in accordance with VP's rules applicable from time to time.

- 11.7 Conversion Price. The Price at which the Capital Certificates are to be converted into New Shares ("Conversion Price") is calculated in DKK per Share pursuant to the rules set out in paragraphs 11.7.1 to 11.7.5.

- 11.7.1 Valuation Expert. The Conversion Price is fixed by an independent state-authorized public accountant (the "Valuation Expert") appointed by the Institute of State Authorized Public Accountants in Denmark. The Valuation Expert must meet the conditions for being appointed valuation expert under section 6b of the Danish Public Companies Act and have experience of credit institutions. Immediately after the Conversion Notification, the Issuer must contact the Institute of State Authorized Public Accountants in Denmark for appointment of a Valuation Expert. The Issuer shall pay all costs for the Valuation Expert.

- 11.7.2 Valuation criteria. The Conversion Price is determined by the Valuation Expert as the market value of the Issuer's Shares immediately after the Conversion Notification, taking into account the situation of the Issuer at the time of the Conversion Notification. The Valuation Expert determines at his own discretion the most suitable valuation method(s) based on the situation of the Issuer, and may, if he sees fit, determine the market value on the basis of the price of the Shares on the Stock Exchange after the Conversion Notification. When making his valuation, the Valuation Expert is not required to take into account the effect of any simultaneous or subsequent capital increase or capital injection in the Issuer, unless such capital increase or such capital injection has been subscribed or underwritten at the date of the Conversion

Notification. If the Valuation Expert elects to determine the market value on the basis of the price of the Shares on the Stock Exchange after the Issuer's Conversion Notification, the Valuation Expert is not required to adjust such price, unless he considers it appropriate. If the Conversion Price is lower than the nominal value of the New Shares, the Issuer's Conversion Option may not be exercised.

- 11.7.3 No adjustment. The Conversion Price will not be separately adjusted in the event of the Issuer's increase or reduction of the share capital, issuance of warrants or convertible instruments, merger, demerger or other dissolution prior to the Conversion Notification, since the Conversion Price is determined at market value, see paragraph 11.7.2.
- 11.7.4 Valuation report. The Valuation Expert's valuation report (the "Valuation Report") must be available not later than three weeks after the date of the Conversion Notification. The Valuation Report must state the procedure(s) applied in determining the Conversion Price. The Valuation Report is final. Accordingly, the Issuer or the Capital Certificate Holders cannot set up any claims or take legal action on the basis of the Valuation Report. As soon as the Valuation Report is available, the Issuer must notify the Capital Certificate Holders of the results in accordance with the rules of VP applicable from time to time, and the Issuer must publish the Valuation Report in accordance with the rules of the Stock Exchange and applicable law.
- 11.7.5 Issuer's collaboration. Immediately after the appointment of the Valuation Expert, the Issuer must notify the Valuation Expert of or publish (in accordance with the rules of the Stock Exchange and applicable law) any Price-Sensitive Information and, during the period until the date of the Valuation Report, notify the Valuation Expert of or publish (in accordance with the rules of the Stock Exchange and applicable law) any additional Price-Sensitive Information of which the Issuer may gain knowledge during such period. At the request of the Valuation Expert, the Issuer must confirm that it has published or disclosed any Price-Sensitive Information. Furthermore, the Issuer must provide the Valuation Expert with access to any such information and employees of the Issuer as the Valuation Expert deems necessary, taking into account the limited period of time available for the preparation of the Valuation Report, see paragraph 11.7.4. In addition, the Issuer must comply with the principles of section 6b(3) of the Danish Public Companies Act. Where possible, the Issuer must arrange for the Issuer's auditor(s) to collaborate with and disclose such information to the Valuation Expert as he may need, including the work papers of the Issuer's auditor.
- 11.8 Delivery. The New Shares will be delivered in book-entry form through VP to the accounts of the Capital Certificate Holders in which the converted Capital Certificates

were registered and otherwise in accordance with the rules of VP applicable from time to time.

- 11.9 Ranking. The New Shares must rank *pari passu* with, and be identical to, the Issuer's existing Shares at the date of the implementation of the Issuer's Conversion Option. The New Shares must be negotiable instruments and freely transferable. The New Shares must carry the same right to dividends from the date of registration with the Danish Commerce and Companies Agency as the Shares of the Issuer on the date of implementation of the Issuer's Conversion Option.
- 11.10 Conditions. The exercise of the Issuer's Conversion Option is subject to:
- (i) the Issuer's shareholders in general meeting having passed all the necessary resolutions to issue the New Shares against conversion of the Capital Certificates at the Conversion Price and on the other terms of the Conditions (with voluntary conversion);
 - (ii) the Issuer providing a legal opinion on or before the date of implementation of the Issuer's Conversion Option in a form and with a content which is satisfactory to the Danish State, confirm (i) the fulfilment of the above and that the New Shares will rank *pari passu* with, and be identical to, the Issuer's existing Shares at the date of implementation of the Issuer's Conversion Option;
 - (iii) the Issuer's articles of association not containing any restrictions in respect of ownership, voting or transferability, etc.;
 - (iv) the Issuer being licensed to operate as a bank, not having suspended its payments or entered into liquidation or having been declare bankrupt;
 - (v) no Company Resolution having been passed (or implemented), being pending or published within the relevant period in which the Valuation Expert is to fix the Conversion Price;
 - (vi) the Shares having been, and the New Shares being admitted to trading on the Stock Exchange or another regulated market; and
 - (vii) all Capital Certificates with Mandatory Conversion having been or being, at the same time as the implementation of the Issuer's Conversion Option, repaid, written down or converted under the applicable provision.

- 11.11 Issuer's conversion obligation. If the Issuer's Initial Hybrid Tier 1 Capital Ratio exceeds 50 per cent, the Issuer is obliged to bring the Issuer's Initial Hybrid Tier 1 Capital Ratio (including with the effect of the conversion) to a level at or below 35 per cent.
- 11.12 Taxation. Any tax imposed on the Capital Certificate Holders as a result of the Issuer's exercise of the Issuer's Conversion Option is payable by the Issuer.
- 11.13 Expenses. Any expenses for VP and the custodians of the Capital Certificate Holders as a result of the Issuer's exercise of the Issuer's Conversion Option are payable by the Issuer.

12. **BREACH**

- 12.1 Breach of Conditions (with voluntary conversion). In the event of the Issuer's breach or anticipatory breach in performing its obligations under these Conditions (with voluntary conversion), any Capital Certificate Holder may exercise any remedies under Danish law. The exercise of remedies for breach may, however, not result in an obligation on the part of the Issuer to pay an amount at an earlier date than the date on which such amount would otherwise have fallen due for payment under the Conditions (with voluntary conversion), see, however, paragraph 12.2.
- 12.2 Discontinuation of activities. Breach includes, *inter alia*, (i) the Issuer entering into liquidation, (ii) a bankruptcy order being made against the Issuer, or (iii) the withdrawal by the Danish Financial Supervisory Authority of the Issuer's licence to operate as a bank and approval of the winding up of the Issuer, with the exception of winding up through merger, under section 227 of the Danish Financial Business Act. In the event of breach under this paragraph 12.2, any Capital Certificate Holder may notify the Issuer that the Capital Certificates, plus any accrued Coupon, have fallen due. The redemption amount under this paragraph 12.2 is calculated in accordance with paragraphs 8.3 to 8.5 (paragraph 8.3 from 23 December 2012). However, the redemption amount at a due date before 23 December 2012 is fixed at par.

13. **AMENDMENTS AND APPROVALS**

- 13.1 Amendments. Any amendment to these Conditions (with voluntary conversion) to the effect that the Capital Certificates will no longer constitute Hybrid Tier 1 Capital shall be subject to the prior written approval of the Danish Financial Supervisory Authority.
- 13.2 Consent. If the Issuer ceases to be subject to the supervision of the Danish Financial Supervisory Authority under the Danish Financial Business Act, and the Financial Supervisory Authority has no authority *vis-à-vis* the Issuer, the consent of the

Financial Supervisory Authority is not required under these Conditions (with voluntary conversion).

14. **GOVERNING LAW AND VENUE**

14.1 Governing law and venue. These Conditions (with voluntary conversion) are governed by Danish law. Any dispute arising out of these Conditions (with voluntary conversion) shall be settled by the Copenhagen City Court. The Issuer or any Capital Certificate Holder may, however, request that the case be sent for trial in the Danish Eastern High Court.

Date: 18 December 2009

The Issuer:

Amagerbanken Aktieselskab:

Name: N.E. Nielsen

Title: Chairman

Name: Jørgen Brændstrup

Title: Managing Director and Chief Executive