

NYKREDIT BANK A/S  
Kalvebod Brygge 1-3  
DK-1780 Copenhagen V  
Denmark

28 May 2014

To:

Copenhagen Stock Exchange  
Nikolaj Plads 6 - Postbox 1040  
Copenhagen 1007

With a copy to:

Kalvebod plc.  
5 Harbourmaster Place  
Dublin 1  
Ireland  
(the "**Issuer**")

Deutsche Trustee Company Limited  
Winchester House  
1 Great Winchester Street  
London EC2N 2DB  
United Kingdom

Deutsche Bank AG, London Branch  
Winchester House  
1 Great Winchester Street  
London EC2N 2DB

[Finanstilsynet (The Danish FSA)  
Gl. Kongevej 74 A  
DK-1850 Frederiksberg C]

[VP SECURITIES A/S  
Weidekampsgade 14  
DK-2300 København]

Dear Sirs

**Kalvebod plc Series 3 DKK 1,074,130,000 (on issue) Fixed/Floating Rate Secured Notes due 2014 (ISIN: DK0030033378) (the "Notes")**

We refer to the Notes and the Trust Instrument in respect of the Notes dated 23 June 2006 and the notice to the Copenhagen Stock Exchange dated 1 May 2014 (the Notice). In the Notice we informed you that a Bond Collateral Default had occurred on 01 May 2014 (the "**Bond Default Date**") when there was a failure to pay a scheduled amount of interest payable in respect of one of the obligations constituting Collateral in respect of the Notes (the "**Repayable Asset**"). Following our Notice of 1 May 2014, the notice in respect of the realisation of collateral and the

redemption procedure set out in Annex 1 hereto has been delivered to each of the Noteholders for their information.

Yours faithfully

**NYKREDIT BANK A/S**

By:

By:

Name:

Name:

ANNEX 1

**NOTICE**

**FROM:** Kalvebod plc  
5 Harbourmaster Place  
Dublin 1  
Ireland  
(as Issuer)

**TO:** The Noteholders

Nykredit Bank A/S  
Kalvebod Brygge 1-3  
DK 1780 Copenhagen V  
Denmark  
(as Agent and Issue Administrator)

Deutsche Bank AG, London Branch  
Winchester House  
1 Great Winchester Street  
London  
EC2N 2DB  
United Kingdom  
(as Swap Counterparty and Custodian)

Deutsche Trustee Company Limited  
Winchester House  
1 Great Winchester Street  
London  
EC2N 2DB  
United Kingdom  
(as Trustee)

**DATE:** 28 May 2014

Dear Sirs,

**Kalvebod plc Series 3 DKK 1,074,130,000 (on issue) Fixed/Floating Rate Secured Notes due 2014 (ISIN: DK0030033378) (the “Notes”)**

Terms used in this notice and not otherwise defined herein shall have the meanings respectively ascribed to them in the Trust Instrument dated 23 June 2006 in respect of the Notes (the “**Trust Instrument**”).

**Bond Collateral Default**

As notified in our notice to you 1 May 2014 (the Notice) a Bond Collateral Default occurred on 01 May 2014 (the “**Bond Default Date**”) when there was a failure to pay a scheduled amount of interest payable in respect of one of the obligations constituting Collateral in respect of the Notes (the “**Repayable Asset**”).

The Repayable Asset is DKK 75,000,000 nominal of Vestjysk Bank (formerly “Hadsten Bank”) A/S, 3-months CIBOR + 1.10%, step up after 01 November 2011 to 3-months CIBOR + 2.60%, Subordinated Bonds due 01 November 2014, Callable on and after 01 November 2011, ISIN:

1. Subsequent to the Notice;
2. the Outstanding Principal Amount of the Notes was reduced by the Bond Collateral Default Nominal Amount Reduction of DKK 75,000,000 to DKK 140,000,000. on or before 07 May 2014 with the principal amount of each Note being reduced pro rata.

### **Collateral Realisation**

Given that the Notes have become subject to mandatory redemption (in part) pursuant to Condition 8.2 and accordingly the security constituted by the Notes in relation to the Repayable Assets has become enforceable. The provisions of Condition 4.7 apply to the realisation of such security.

On the security becoming enforceable in respect of the Repayable Assets the Trustee may, at its discretion, and shall (a) if requested in writing by the holders of at least one-fifth in aggregate principal amount of the Notes then outstanding, or (b) if directed by an Extraordinary Resolution of the Noteholders, do one or more of the following and in each case without any liability as to the consequences of such action and without having regard to the effect of such action on individual Noteholders:

1. instruct Deutsche Bank AG, as Selling Agent, to endeavour to sell or otherwise realise the Collateral in accordance with the Conditions and the Agency Agreement;
2. take other steps to realise all or some of the Repayable Assets;
3. terminate and/or enforce and/or realise any agreement entered into by the Issuer, the rights of the Issuer in respect of which form part of the Mortgaged Property;
4. otherwise enforce the security constituted by or pursuant to the Trust Instrument and/or any Additional Security Document.

The Trustee is not required to take any action without first being indemnified to its satisfaction, or to do anything which is or may be contrary to any applicable law. Noteholders should be aware that the Trustee has informed the Issuer that it will not take any such action unless and until it has received a satisfactory indemnity. Noteholders are invited to contact their custodian and arrange for disclosure of their holdings to be made to the Trustee by Euroclear/Clearstream Luxembourg and arrange for their position to be blocked. Upon receipt of the contact details of Noteholders who have blocked their position, the Trustee will, subject to receipt of responses meeting the requisite threshold, contact those Noteholders to discuss the provision of the indemnity and what instructions Noteholders wish to give to the Trustee.

In addition to the foregoing, in order for the Trustee to take any of the prescribed actions, Noteholders must first provide evidence of their holding to the Trustee, in a form which is satisfactory to the Trustee, to enable it to confirm the identity of the Noteholder and the amount of Notes held by such Noteholder.

The Conditions and the Agency Agreement also contain provisions relating to the appointment of the Selling Agent. These include, amongst other things, that the Selling Agent shall use all reasonable endeavours to sell or otherwise realise the Repayable Assets as soon as reasonably practicable on or after the date on which it receives instruction from the Trustee to do so.

### **Payment following Collateral Realisation**

Following realisation of the security in respect of the Repayable Asset or repayment on 1 November 2014 of the Repayable Assets, the Issuer shall pay to the holder of each Note an

amount equal to such Note's pro rata share of the proceeds of such realisation or repayment, if any, in accordance with and subject to Conditions 4.4 and 4.8.

The date for payment of such amount, if any, has not yet been determined and shall be subject to a further notice.

Any such payment as described above shall constitute full and final satisfaction of all of the Issuer's obligations to make any payment of principal in respect of the portion of the principal amount of each Note which has been subject to the relevant Bond Collateral Default Nominal Amount Reduction and of any interest accruing in respect of such portion of the principal amount at any time after the first day of the Interest Period falling from (and including) the Interest Accrual Date immediately preceding the Bond Default Date. The realisation proceeds of the Repayable Asset may be less than the Bond Collateral Default Nominal Amount Reduction and such interest.

The above notice summarises certain provisions of documents referred to in the Trust Instrument including the Conditions and the Agency Agreement. Noteholders should be aware that such summaries are qualified in their entirety by reference to the relevant agreements and should inform themselves of the contents of such agreements.

### **Contact**

Questions regarding this notice may be addressed to Torben Jensen, Debt Capital Markets, Nykredit Bank A/S, Kalvebod Brygge 47, 1780 DK-Copenhagen V, +45 44 55 19 49 or Ditte Sveidahl, Debt Capital Markets, Nykredit Bank A/S, Kalvebod Brygge 47, 1780 DK-Copenhagen V, +45 44 55 19 94.

Issued by Kalvebod plc

Date: 28 May 2014