

Y-SÄÄTIÖ SR

**TERMS AND CONDITIONS FOR
Y-FOUNDATION
EUR 100,000,000
SENIOR SUSTAINABILITY UNSECURED FIXED RATE
NOTES**

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1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In these terms and conditions (the “**Terms and Conditions**”):

“**Accounting Principles**” means the generally accepted accounting principles, standards and practices in Finland as applied by the Issuer in preparing its annual consolidated financial statements (including IFRS, if applied by the Issuer).

“**Adjusted Nominal Amount**” means the Total Nominal Amount less the Nominal Amount of all Notes owned by a Group Company, irrespective of whether such Group Company of the Issuer is directly registered as owner of such Notes.

“**Agency Agreement**” means the agency agreement entered into on or before the First Issue Date, between the Issuer and the Agent, or any replacement agency agreement entered into after the First Issue Date between the Issuer and a replacing Agent.

“**Agent**” means Nordic Trustee Oy, incorporated under the laws of Finland with corporate registration number 2488240-7, acting for and on behalf of the Noteholders in accordance with these Terms and Conditions, or another party replacing it, as Agent, in accordance with these Terms and Conditions.

“**Arava Regulation**” means the Finnish Act on Arava housing (Fin: *Aravalaki* 17.12.1993/1189, as amended) and related legislation concerning the use and disposals of properties funded with Arava loans.

“**Book-Entry Securities System**” means the Infinity system being part of the book-entry register maintained by the CSD or any other replacing book-entry securities system.

“**Book-Entry System Act**” means the Finnish Act on Book-Entry System and Clearing Operations (Fin: *Laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* 348/2017, as amended).

“**Business Day**” means a day on which the deposit banks are generally open for business in Helsinki.

“**Business Day Convention**” means the first following day that is a CSD Business Day.

“**Change of Board Event**” means the occurrence of an event whereby the Founding Members (acting together) forfeit the right to appoint or remove at least 50 per cent. of the members of the board of directors of the Issuer (as stipulated in the by-laws of the Issuer on the First Issue Date).

“**Change of Control Event**” means the occurrence of an event or series of events whereby the Issuer ceases to control the M2-Kodit and where “control” means (a) controlling, directly, at least 100 per cent. of the total voting rights of the M2-Kodit (being votes which are capable of being cast at annual meeting of the shareholders), (b) the right to, directly or indirectly, appoint or remove the members of the board of directors of the M2-Kodit, (c) holding legally and beneficially at least 100 per cent. of the issued capital of the M2-Kodit or (d) M2-Kodit (or its Subsidiaries) ceases to own at least 50 per cent. of the total consolidated assets of M2-Kodit.

“**Change of Status Event**” means the occurrence of an event or change of law whereby (i) the legal status of the Issuer is changed from foundation to any other form, (ii) the Issuer is dissolved and/or removed from the register of foundations maintained by the Finnish Patent and Trade Registration and/or (iii) M2-Kodit loses (or is in risk to lose) its status as non-profit making organisation (Fin: *yleishyödyllinen yhteisö*) due to any action taken by the Housing Finance and Development Centre of Finland (Fin: *ARA*) in accordance with the Finnish Act on Arava housing (Fin: *Aravalaki* 17.12.1993/1189, as amended).

“**Compliance Certificate**” means a certificate substantially in the form set out in Appendix 1 (*Form of compliance certificate*).

“**Consolidated Equity**” means the total consolidated equity of the Group and plus non-controlling interest.

“**Consolidated Total Assets**” means the total consolidated assets of the Group minus any advance payments.

“**CSD**” means Euroclear Finland Oy, business identity code 1061446-0, Urho Kekkosen katu 5 C, P.O. Box 1110, 00101 Helsinki, Finland or any entity replacing the same as a central securities depository.

“**CSD Business Day**” means a day on which the Book-Entry Securities System is open in accordance with the regulations of the CSD.

“**EBITDA**” means the consolidated operating surplus of the Group:

- (a) before deducting any depreciation and amortisation;
- (b) before taking into account effects of any upward or downward revaluations of assets;
- (c) after adding back or deducting, as the case may be losses or gains derived from disposal of assets (including, but not limited to, the Properties); and
- (d) before taking into account any unrealised losses/gains on currency fluctuations, derivative instruments and financial instruments,

such adjustments to be made for the purpose of determining the operating profit of the Group and in each case without any double counting.

“**Euro**” and “**EUR**” means the single currency of the participating member states in accordance with the legislation of the European Community relating to Economic and Monetary Union.

“**Equity Ratio**” means the ratio of Consolidated Equity to Consolidated Total Assets.

“**Event of Default**” means an event or circumstance specified in paragraphs (a) to (g) of Clause 11.1.

“**Final Maturity Date**” means 4 October 2026.

“**Finance Documents**” means these Terms and Conditions and any document by which these Terms and Conditions are amended or any part thereof waived in compliance with Clause 17 (*Amendments and waivers*).

“**Financial Indebtedness**” means such obligations and liabilities that are classified as borrowings under the Accounting Principles, i.e. interest bearing debt and guarantees (whether principal, premium, interest or other amounts) in respect of any notes, bonds or other debt securities or any borrowed money of the Issuer or any Group Company.

“**Financial Report**” means the financial statements delivered in accordance with Clause 9.1.1(a).

“**First Issue Date**” means 4 October 2021.

“**Force Majeure Event**” has the meaning set forth in Clause 22.1.

“**Founding Members**” means the Association of Finnish Local and Regional Authorities, the City of Espoo, the City of Helsinki, the City of Tampere, the City of Turku, the City of Vantaa, the Church Council, the Finnish Construction Trade Union, the Finnish Association for Mental Health, the Finnish Red Cross and the Confederation of Finnish Construction Industries RT and any of their legal successors.

“**Group**” means the Issuer and its Subsidiaries from time to time (each a “**Group Company**”).

“**guarantee**” means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any Person or to make an investment in or loan to any Person or to purchase assets of any Person where, in each case, such obligation is assumed in order to maintain or assist the ability of such Person to meet its indebtedness.

“**IFRS**” means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

“**incurrence**” or “**incur**” includes the issuance, assumption, guarantee of, or otherwise becoming liable for, any Financial Indebtedness (including through acquiring an asset, business or entity).

“**Initial Notes**” means the Notes issued on the First Issue Date.

“**Initial Total Nominal Amount**” has the meaning set forth in Clause 2.4.

“**Insolvent**” means, in respect of a relevant Person, that it (i) is deemed to be insolvent within the meaning of Section 1 of Chapter 2 of the Finnish Bankruptcy Act (Fin: *Konkurssilaki* 120/2004, as amended) (or its equivalent in any other jurisdiction), (ii) admits inability to pay its debts as they fall due, (iii) suspends making payments on any of its debts, (iv) by reason of actual financial difficulties commences negotiations with its creditors (other than the Noteholders) with a view to rescheduling any of its indebtedness (including company reorganisation under the Finnish Act on Company Reorganisation (Fin: *Laki yrityksen saneerausesta* 47/1993, as amended) (or its equivalent in any other jurisdiction)) or (v) is subject to involuntary winding-up, dissolution or liquidation.

“**Interest**” means the interest on the Notes calculated in accordance with Clauses 7.1 to 7.3.

“**Interest Cover Ratio**” means the ratio of EBITDA to Net Interest Expenses to be tested in accordance with Clause 10.4 (*Financial Undertakings*).

“**Interest Payment Date**” means 4 October of each year or, to the extent such day is not a CSD Business Day, the CSD Business Day following from the application of the Business Day Convention. The first Interest Payment Date for the Notes shall be 4 October 2022 and the last Interest Payment Date shall be the relevant Redemption Date.

“**Interest Period**” means (i) in respect of the first Interest Period, the period from (and including) the First Issue Date to (but excluding) the first Interest Payment Date, and (ii) in respect of subsequent Interest Periods, the period from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date (or a shorter period if relevant). Any Subsequent Notes will carry Interest at the Interest Rate from, and including, the Interest Payment Date falling immediately prior to their issuance (or in the event the Subsequent Notes are issued prior to the first Interest Payment Date, the First Issue Date) to, but excluding, the next succeeding Interest Payment Date. An interest period shall not be adjusted due to an application of the Business Day Convention.

“**Interest Rate**” means 1.625 per cent. *per annum*.

“**Issuance Certificate**” means an issuance certificate relating to the issuance of Subsequent Notes, in the form of Appendix 2 hereto, duly completed and signed by the Issuer.

“**Issue Date**” means, in respect of the Initial Notes, the First Issue Date and, in respect of any Subsequent Notes, the date specified in the relevant Issuance Certificate.

“**Issuer**” means Y-Foundation, a foundation incorporated under the laws of Finland with business identity code 0623680-7 and LEI code 743700N6H5DLX2VST291.

“**Issuing Agency Agreement**” means the agreement dated on or before the First Issue Date regarding services related to the Notes entered into by and between the Issuer and the Issuing Agent in connection with the issuance of the Initial Notes (as amended and restated from time to time) or any subsequent issuing agency agreement entered into by the same parties in connection with the issuance of any Subsequent Notes.

“**Issuing Agent**” means Danske Bank A/S, Finland Branch acting as issuer agent (Fin: *liikkeeseenlaskijan asiamies*) and paying agent of the Notes for and on behalf of the Issuer, or any other party replacing the same as Issuing Agent in accordance with the regulations of the CSD.

“**Material Company**” means, at any time, any Group Company the balance sheet value of which in the Consolidated Total Assets is EUR 5,000,000 or more.

“**Merger Event**” means a merger of the Issuer to any other company or foundation not being a Group Company in accordance with the Act on Foundations (Fin: *Säätiölaki*, 487/2015, as amended).

“**M2-Kodit**” means Kiinteistö Oy M2, incorporated under the laws of Finland with business identity code 1839043-0.

“**Net Interest Expenses**” means with respect to the Group, consolidated net of interest expenses and interest and dividend income.

“**Nominal Amount**” has the meaning set forth in Clause 2.4.

“**Noteholder**” means the Person who is registered in the register maintained by the CSD pursuant to paragraph 2 of Section 3 of Chapter 6 of the Book-Entry System Act as direct

registered owner (Fin: *omistaja*) or nominee (Fin: *hallintarekisteröinnin hoitaja*) with respect to a Note.

“**Noteholders’ Meeting**” means a meeting among the Noteholders held in accordance with Clause 15 (*Noteholders’ Meeting*).

“**Notes**” means debt instruments, each for the Nominal Amount and of the type referred to in paragraph 1 of Section 34 of the Act on Promissory Notes (Fin: *Velkakirjalaki* 622/1947, as amended) (Fin: *joukkovelkakirja*) and which are governed by and issued under these Terms and Conditions by and issued under these Terms and Conditions, including the Initial Notes and any Subsequent Notes.

“**Person**” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, unincorporated organisation, government, or any agency or political subdivision thereof or any other entity, whether or not having a separate legal personality.

“**Properties**” means:

- (a) shares in mutual real estate companies (Fin: *keskinäinen kiinteistöosakeyhtiö*) and/or housing companies (Fin: *asunto-osakeyhtiö*) established and existing under the Finnish Companies Act (Fin: *osakeyhtiölaki* 624/2006, as amended) or Finnish Housing Companies Act (Fin: *asunto-osakeyhtiölaki* 1599/2009, as amended); and
- (b) freehold and/or leasehold real property,

in each case owned by the Issuer directly or indirectly (save for any such properties subject to Arava Regulation).

“**Record Time**” means:

- (a) in relation to a payment of Interest, default interest and/or redemption of the Notes when such payment is made through the Book-Entry Securities System, the end of the first CSD Business Day prior to, as applicable, (i) an Interest Payment Date, (ii) the day on which default interest is paid, (iii) a Redemption Date or (iv) a date on which a payment to the Noteholders is to be made under Clause 12 (Distribution of proceeds); and
- (b) in relation to a Noteholders’ Meeting and Written Procedure, the end of the CSD Business Day specified in the communication pursuant to Clause 15.3 or Clause 16.3, as applicable; and
- (c) otherwise, the end of the fifth CSD Business Day prior to another relevant date.

“**Redemption Date**” means the date on which the relevant Notes are to be redeemed or repurchased in accordance with Clause 8 (*Redemption and repurchase of the Notes*).

“**Security**” means a mortgage, charge, pledge, lien, security assignment or other security interest securing any obligation of, or otherwise created for the benefit of any Person, or any other agreement or arrangement having a similar effect.

“**Subsequent Notes**” means any Notes issued after the First Issue Date on one or more occasions in accordance with Clause 23 (*Further issues*).

“**Subsidiary**” means, in relation to any Person, any Finnish or foreign legal entity (whether incorporated or not), which at the time is a subsidiary (Fin: *tytäryhteisö*) to such Person, directly or indirectly, as defined in the Finnish Accounting Act (Fin: *Kirjanpitolaki* 1336/1997, as amended).

“**Sustainability Bond Framework**” means the Issuer’s sustainability bond framework dated 15 September 2021 (as may be amended from time to time).

“**Testing Date**” means 30 June and 31 December in each year. The first Testing Date shall be 31 December 2021.

“**Total Nominal Amount**” means the aggregate of the Initial Total Nominal Amount and the initial total aggregate nominal amount of each issuance of Subsequent Notes (if any).

“**Valuation**” means each valuation of the Properties prepared by the Valuer.

“**Valuer**” means each of Realia and Newsec and any other firm of chartered surveyors appointed and instructed by the Issuer.

“**Written Procedure**” means the written or electronic procedure for decision making among the Noteholders in accordance with Clause 16 (*Written Procedure*).

1.2 Construction

1.2.1 Unless a contrary indication appears, any reference in these Terms and Conditions to:

- (a) “**assets**” includes present and future properties, revenues and rights of every description;
- (b) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
- (c) an Event of Default is continuing if it has not been remedied within the remedy periods defined in Clause 11 (*Acceleration of the Notes*) or waived;
- (d) a provision of law is a reference to that provision as amended or re-enacted;
- (e) words denoting the singular number shall include the plural and vice versa; and
- (f) a time of day is a reference to Helsinki time.

1.2.2 When ascertaining whether a limit or threshold specified in Euro has been attained or broken, an amount in another currency shall be counted on the basis of the rate of exchange for such currency against Euro for the previous Business Day, as published by the European Central Bank on its website (www.ecb.int). If no such rate is available, the most recent rate published by the European Central Bank shall be used instead.

1.2.3 No delay or omission of the Agent or of any Noteholder to exercise any right or remedy under the Finance Documents shall impair or operate as a waiver of any such right or remedy.

2. ISSUANCE, SUBSCRIPTION AND STATUS OF THE NOTES

2.1 The Notes are denominated in Euro and each Note is constituted by these Terms and Conditions.

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- 2.2 The Notes are offered for subscription in a minimum amount of EUR 100,000 by way of a private placement. The subscription period shall commence and end on 27 September 2021. Bids for subscription shall be submitted during regular business hours to Danske Bank A/S, Finland Branch, Kasarmikatu 21 B, FI-00130 Helsinki, Finland, tel. +358 10 546 2070 and Svenska Handelsbanken AB (publ), Branch Operation in Finland, Handelsbanken Capital Markets, Fixed Income Sales, Itämerenkatu 11-13, FI-00180 Helsinki, Finland, Tel. + 358 10 444 6243. Subscriptions made are irrevocable. All subscriptions remain subject to the final acceptance by the Issuer. The Issuer may, in its sole discretion, reject a subscription in part or in whole. The Issuer shall decide on the procedure in the event of over-subscription. After the final allocation and acceptance of the subscriptions by the Issuer each investor that has submitted a subscription shall be notified by the Issuer whether and, where applicable, to what extent such subscription is accepted. Subscriptions notified by the Issuer as having been accepted shall be paid for as instructed in connection with the subscription. Notes subscribed and paid for shall be created by the CSD and routed by the Issuing Agent to the Book-Entry Securities System to be recorded to the respective book-entry accounts of the subscribers on a date advised in connection with the issuance of the Notes in accordance with the Finnish legislation governing book-entry system and book-entry accounts as well as regulations and decisions of the CSD.
- 2.3 By subscribing for Notes, each initial Noteholder, and, by acquiring Notes, each subsequent Noteholder (i) agrees that the Notes shall benefit from and be subject to the Finance Documents and (ii) agrees to be bound by these Terms and Conditions.
- 2.4 The nominal amount (Fin: *arvo-osuuden yksikkökoko*) of each Note is EUR 1,000 (the “**Nominal Amount**”). The aggregate nominal amount of the Notes is EUR 100,000,000 (the “**Initial Total Nominal Amount**”). All Notes are issued on the First Issue Date on a fully paid basis at an issue price of 99.852 per cent. of the Initial Nominal Amount. Any Subsequent Notes may be issued at par or at a price below or above the Nominal Amount
- 2.5 In accordance with Clause 23 (*Further issues*), the Issuer may, on one or several occasions, issue Subsequent Notes, the total Nominal Amount, issue price and the Issue Date of which shall be set out in an Issuance Certificate duly signed by the Issuer. Subsequent Notes shall benefit from and be subject to the Finance Documents, and, for the avoidance of doubt, the ISIN, the interest rate and the final maturity applicable to the Initial Notes shall apply to Subsequent Notes. Each Subsequent Note shall entitle its holder to Interest in accordance with Clause 7.1, and such holder otherwise have the same rights as the holders of the Initial Notes.
- 2.6 The Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among them. Further, the Notes shall at all times rank at least *pari passu* with all direct, unconditional, unsubordinated and unsecured obligations of the Issuer, except those obligations which are mandatorily preferred by law.
- 2.7 Each Note is freely transferable after it has been registered into the respective book-entry account of a Noteholder but the Noteholders may be subject to purchase or transfer restrictions with regard to the Notes, as applicable, under local laws to which a Noteholder may be subject. Each Noteholder must ensure compliance with such restrictions at its own cost and expense.

3. USE OF PROCEEDS

The Issuer shall use the proceeds from the issue of the Notes, less the costs and expenses incurred by the Issuer in connection with the issue of the Notes, for financing or refinancing of eligible projects in accordance with the Sustainability Bond Framework, including for refinancing of the existing bonds and financing of acquisition of real estates.

4. CONDITIONS FOR DISBURSEMENT

4.1 The Issuing Agent shall pay the net proceeds from the issuance of the Notes to the Issuer on the First Issue Date provided that the Agent has notified the Issuing Agent that it has received the following, in form and substance satisfactory to it:

- (a) the Finance Documents, the Issuing Agency Agreement and the Agency Agreement duly executed by the parties thereto;
- (b) a copy of a resolution from the board of directors of the Issuer approving the issue of the Notes and the terms of the Finance Documents, the Issuing Agency Agreement and the Agency Agreement, and resolving to enter into such documents and any other documents necessary in connection therewith authorising specified Person(s) to approve and execute any documents and take any other action necessary to consummate such issue;
- (c) evidence that the Person(s) who has/have signed the Finance Documents, the Issuing Agency Agreement, the Agency Agreement and any other documents in connection therewith on behalf of the Issuer is/are duly authorised to do so; and
- (d) such other documents and information as is agreed between the Agent and the Issuer.

4.2 The Issuing Agent shall pay the net proceeds from the issuance of any Subsequent Notes to the Issuer on the later of (i) the date of the issue of such Subsequent Notes and (ii) the date on which the Agent notifies the Issuing Agent that it has received the following:

- (a) the Issuance Certificate and the Issuing Agency Agreement duly executed by the parties thereto;
- (b) a copy of a resolution from the board of directors of the Issuer approving the issue of the Subsequent Notes and resolving to enter into documents and any other documents necessary in connection therewith authorising specified Person(s) to approve and execute any documents and take any other action necessary to consummate such issue;
- (c) evidence that the Person(s) who has/have signed the documents referred to in paragraph (a) above and any other documents in connection therewith on behalf of the Issuer is/are duly authorised to do so; and
- (d) such other documents and information as is agreed between the Agent and the Issuer.

4.3 The Agent may assume that the documentation delivered to it pursuant to Clause 4.1 or 4.2 is accurate, correct and complete unless it has actual knowledge that this is not the case, and the Agent does not have to verify the contents of any such documentation. The conditions precedent are not reviewed by the Agent from a legal or commercial perspective of the Noteholders.

4.4 The Agent shall confirm to the Issuing Agent when it has received the documents and evidence referred to in Clause 4.1 or 4.2, as the case may be.

5. NOTES IN BOOK-ENTRY FORM

5.1 The Notes will be issued in dematerialised form in the Book-Entry Securities System in accordance with the Book-Entry System Act and regulations of the CSD and no physical notes will be issued.

5.2 Each Noteholder consents to the Issuer having a right to obtain information on the Noteholders, their contact details and their holdings of the Notes registered in the Book-Entry Securities System, such as information recorded in the lists referred to in Subsections 2 and 3 of Section 3 of Chapter 4 of the Book-Entry System Act kept by the CSD in respect of the Notes and the CSD shall be entitled to provide such information upon request. At the request of the Agent or the Issuing Agent, the Issuer shall (and shall be entitled to do so) promptly obtain such information and provide it to the Agent or the Issuing Agent, as applicable.

5.3 The Agent and the Issuing Agent shall have the right to obtain information referred to in Clause 5.2 from the CSD in respect of the Notes if so permitted under the regulation of the CSD. The Issuer agrees that each of the Agent and the Issuing Agent is at any time on its behalf entitled to obtain information referred to in Clause 5.2 from the CSD in respect of the Notes.

5.4 The Issuer shall issue any necessary power of attorney to such persons employed by the Agent as are notified by the Agent, in order for such individuals to independently obtain information referred to in Clause 5.2 directly from the CSD in respect of the Notes. The Issuer may not revoke any such power of attorney unless directed by the Agent or unless consent thereto is given by the Noteholders.

5.5 The Issuer, the Agent and the Issuing Agent may use the information referred to in Clause 5.2 only for the purposes of carrying out their duties and exercising their rights in accordance with the Finance Documents with respect to the Notes and shall not disclose such information to any Noteholder or third party unless necessary for the before-mentioned purposes.

6. PAYMENTS IN RESPECT OF THE NOTES

6.1 Any payments under or in respect of the Notes pursuant to the Finance Documents shall be made to the Person who is registered as a Noteholder at the Record Time prior to an Interest Payment Date or other relevant due date in accordance with the Finnish legislation governing the Book-Entry Securities System and book-entry accounts as well as the regulations of the CSD.

6.2 If, due to any obstacle affecting the CSD, the Issuer cannot make a payment, such payment may be postponed until the obstacle has been removed. Any such postponement shall not affect the Record Time.

6.3 The Issuer is not liable to gross-up any payments under the Finance Documents by virtue of any withholding tax, public levy or the similar.

6.4 All payments to be made by the Issuer pursuant to these Terms and Conditions shall be made without (and free and clear of any deduction for) set-off or counterclaim.

7. INTEREST

- 7.1 Each Initial Note carries Interest at the Interest Rate from (and including) the First Issue Date up to (but excluding) the relevant Redemption Date. Any Subsequent Notes will carry Interest at the Interest Rate from, and including, the Interest Payment Date falling immediately prior to their issuance (or in the event the Subsequent Notes are issued prior to the first Interest Payment Date, the First Issue Date) to, but excluding, the next succeeding Interest Payment Date.
- 7.2 Interest accrues during an Interest Period. Payment of Interest in respect of the Notes shall be made to the Noteholders on each Interest Payment Date for the preceding Interest Period.
- 7.3 Interest will be calculated on the “actual/actual ICMA” basis.
- 7.4 If the Issuer fails to pay any amount payable by it on its due date, default interest shall accrue on the overdue amount from (and including) the due date up to (but excluding) the date of actual payment at a rate which is two (2) percentage points higher than the Interest Rate. Accrued default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Agent, the Issuing Agent or the CSD, in which case the Interest Rate shall apply instead.

8. REDEMPTION AND REPURCHASE OF THE NOTES

8.1 Redemption at maturity

The Issuer shall redeem all of the outstanding Notes in full on the Final Maturity Date with an amount per Note equal to the Nominal Amount together with accrued but unpaid Interest. If the Final Maturity Date is not a CSD Business Day, then the redemption shall occur on the CSD Business Day determined by application of the Business Day Convention.

8.2 Issuer’s purchase of Notes

The Issuer may at any time and at any price purchase any Notes on the market or in any other way, provided that if purchases are made through a tender offer, the possibility to tender must be made available to all Noteholders on equal terms provided, however, that if as a result of purchases made otherwise than by way of a tender offer (whether in a single transaction or a series of transactions) the Issuer (or a Group Company) holds Notes in an amount exceeding ten (10) per cent. of the aggregate Nominal Amount, such purchases and any subsequent purchases must be made through a tender offer to all Noteholders alike. The Notes held by the Issuer may at the Issuer’s discretion be retained, sold or cancelled by the Issuer.

8.3 Voluntary total redemption (call option)

- 8.3.1 The Issuer may redeem the Notes, in whole but not in part, at any time during the period commencing on the first CSD Business Day (as defined below under Clause 6 (*Payments in respect of the Notes*)) falling three (3) months prior to the Final Maturity Date (such Business Day included) and ending on the Final Maturity Date (the Final Maturity Date excluded) (the “**Voluntary Redemption Period**”) (3 month par call), at an amount equal to one hundred (100) percent of their nominal principal amount together with any accrued but unpaid interest to, but excluding, the date of voluntary redemption (the “**Voluntary Redemption Date**”).
- 8.3.2 Redemption in accordance with this Clause 8.3 shall be made by the Issuer giving not less than thirty (30) but no more than sixty (60) calendar days’ irrevocable notice, which shall

specify the Voluntary Redemption Date that shall be a CSD Business Day within the Voluntary Redemption Period.

8.4 Early redemption due to illegality (call option)

8.4.1 The Issuer may redeem all, but not only some, of the outstanding Notes at an amount per Note equal to the Nominal Amount together with accrued but unpaid Interest on a date determined by the Issuer if it is or becomes unlawful for the Issuer to perform its obligations under the Finance Documents.

8.4.2 The Issuer shall give notice of any redemption pursuant to Clause 8.4.1 no later than twenty (20) Business Days after having received actual knowledge of any event specified therein (after which time period such right shall lapse).

8.4.3 A notice of redemption in accordance with Clause 8.4.1 is irrevocable and, on the date specified in such notice, the Issuer is bound to redeem the Notes in full at the applicable amounts.

8.5 Mandatory repurchase due to a Change of Control Event or a Change of Board Event

8.5.1 Upon the occurrence of a Change of Control Event or a Change of Board Event, the Issuer shall be obliged to offer to the Noteholders to repurchase all Notes at a price per Note equal to 101 per cent. of the Nominal Amount, together with accrued but unpaid Interest, during a period of twenty (20) Business Days following a notice from the Issuer of the Change of Control Event or a Change of Board Event pursuant to Clause 9.1.2. However, such period may not start earlier than upon the occurrence of the Change of Control Event or a Change of Board Event.

8.5.2 The notice from the Issuer pursuant to Clause 9.1.2 shall specify the repurchase date that is a CSD Business Day and include instructions about the actions that a Noteholder needs to take. If a Noteholder has acted in accordance with the instructions in the notice from the Issuer, the Issuer shall, or shall procure that a Person designated by the Issuer will, repurchase the relevant Notes duly requested to be repurchased and the repurchase amount shall fall due on the repurchase date specified in the notice given by the Issuer pursuant to Clause 9.1.2. The repurchase date must fall (i) no later than forty (40) Business Days after the end of the period referred to in Clause 8.5.1.

8.5.3 The Issuer shall comply with the requirements of any applicable securities laws and regulations in connection with the repurchase of Notes. To the extent that the provisions of such laws and regulations conflict with the provisions in this Clause 8.5, the Issuer shall comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause 8.5 by virtue of the conflict.

8.5.4 Any Notes repurchased by the Issuer pursuant to this Clause 8.5 may at the Issuer's discretion be retained, sold or cancelled.

8.5.5 The Issuer shall not be required to repurchase any Notes pursuant to this Clause 8.5, if a third party in connection with the occurrence of a Change of Control Event or a Change of Board Event offers to purchase the Notes in the manner and on the terms set out in this Clause 8.5 (or on terms more favourable to the Noteholders) and purchases all Notes in accordance with such offer. If the Notes tendered by the Noteholders are not purchased by the third party within the time limits stipulated in this Clause 8.5, the Issuer shall repurchase any such Notes within five (5) Business Days after the expiry of the time limit.

8.5.6 If Notes representing more than 75 per cent of the aggregate nominal principal amount of the Notes have been repurchased pursuant to this Clause 8.5, the Issuer is entitled to repurchase all the remaining outstanding Notes at the price stated in Clause 8.5.1 above by notifying the remaining Noteholders of its intention to do so no later than fifteen (15) Business Days after the latest possible repurchase date pursuant to Clause 8.5.2 or Clause 8.5.3, as applicable. Such prepayment may occur at the earliest on the 10th CSD Business Day following the date of such notice.

8.6 Mandatory repurchase due to a Change of Status Event or a Merger Event

8.6.1 Upon the occurrence of a Change of Status Event or a Merger Event, the Issuer shall be obliged to offer to the Noteholders to repurchase all Notes at a price per Note equal to 101 per cent. of the Nominal Amount, together with accrued but unpaid Interest, during a period of twenty (20) Business Days following a notice from the Issuer of the Change of Status Event or a Merger Event pursuant to Clause 9.1.2. However, such period may not start earlier than upon the occurrence of the Change of Status Event.

8.6.2 The notice from the Issuer pursuant to Clause 9.1.2 shall specify the repurchase date that is a CSD Business Day and include instructions about the actions that a Noteholder needs to take. If a Noteholder has acted in accordance with the instructions in the notice from the Issuer, the Issuer shall, or shall procure that a Person designated by the Issuer will, repurchase the relevant Notes duly requested to be repurchased and the repurchase amount shall fall due on the repurchase date specified in the notice given by the Issuer pursuant to Clause 9.1.2. The repurchase date must fall (i) no later than forty (40) Business Days after the end of the period referred to in Clause 8.6.1.

8.6.3 The Issuer shall comply with the requirements of any applicable securities laws and regulations in connection with the repurchase of Notes. To the extent that the provisions of such laws and regulations conflict with the provisions in this Clause 8.6, the Issuer shall comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause 8.5 by virtue of the conflict.

8.6.4 Any Notes repurchased by the Issuer pursuant to this Clause 8.6 may at the Issuer's discretion be retained, sold or cancelled.

8.6.5 If Notes representing more than 75 per cent of the aggregate nominal principal amount of the Notes have been repurchased pursuant to this Clause 8.6, the Issuer is entitled to repurchase all the remaining outstanding Notes at the price stated in Clause 8.6.1 above by notifying the remaining Noteholders of its intention to do so no later than fifteen (15) Business Days after the latest possible repurchase date pursuant to Clause 8.6.2 or Clause 8.6.3, as applicable. Such prepayment may occur at the earliest on the 10th CSD Business Day following the date of such notice.

8.7 Clean-up Call Option

If the outstanding aggregate principal amount of the Notes is twenty-five (25) per cent. or less of the initial aggregate principal amount of the Notes (as such amount may be increased by any Subsequent Notes issued pursuant to Clause 23 (*Further issues*) below) the Issuer may, at its option, redeem all of the outstanding Notes (but not some only) at their principal amount together with any accrued interest to, but excluding, the date fixed for redemption, subject to the Issuer having given the Noteholders not less than thirty (30) nor more than forty-five (45) days' prior notice.

9. INFORMATION TO NOTEHOLDERS

9.1 Information from the Issuer

- 9.1.1 The Issuer will make the following information available to the Noteholders by publication on the webpage of the Issuer:
- (a) as soon as the same become available, but in any event within four (4) months after the end of each financial year, its audited consolidated financial statements for that financial year and annual report;
 - (b) as soon as the same become available, but in any event within two (2) months after the end of each interim half of its financial year, the unaudited consolidated financial statements or the year-end report (Fin: *tilinpäätöstiedote*) (as applicable) of the Group for such period; and
 - (c) as soon as practicable following an acquisition or disposal of Notes by a Group Company, the aggregate Nominal Amount held by the Group Companies, or the amount of Notes cancelled by the Issuer.
- 9.1.2 The Issuer shall immediately notify the Agent and the Issuing Agent by email upon becoming aware of the occurrence of a Change of Control Event, Change of Board Event, Change of Status Event or Merger Event. Such notice may be given in advance of the occurrence of a Change of Control Event and be conditional upon the occurrence of such Change of Control Event if a definitive agreement is in place providing for a Change of Control Event.
- 9.1.3 The Issuer shall immediately notify the Agent (with full particulars) upon becoming aware of the occurrence of any event or circumstance which constitutes an Event of Default, or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing) constitute an Event of Default, and shall provide the Agent with such further information as it may reasonably request in writing following receipt of such notice. Should the Agent not receive such information, the Agent is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Agent does not have actual knowledge of such event or circumstance.
- 9.1.4 A Valuation shall be prepared semi-annually at the cost and expense of the Issuer appraising the market value of the Properties as at every Testing Date. Each Valuation shall be delivered by the Issuer to the Agent together with the financial statements of the Issuer at the same time the financial statements are published in accordance with Clause 9.1.1(a) and (b). When publishing the above mentioned financial statements, the Issuer shall also report the level of Equity Ratio by using latest Valuations of the Properties.
- 9.1.5 The Issuer shall publish on its website a copy of the Sustainability Bond Framework in force on the First Issue Date as well as the related second opinion and promptly upon making any changes to the Sustainability Bond Framework or relevant opinions, publish relevant updated documents on its website.
- 9.1.6 The Issuer shall submit to the Agent together with the financial statements and Valuations a Compliance Certificate (i) setting out calculations and figures as to compliance with Clause 10.4 (*Financial undertakings*) and (ii) containing a confirmation that no Event of Default has occurred (or if an Event of Default has occurred, what steps have been taken to remedy it).

9.2 Information from the Agent

Subject to the restrictions of a non-disclosure agreement entered into by the Agent with the Issuer, the Agent is entitled to disclose to the Noteholders any event or circumstance directly or indirectly relating to the Issuer or the Notes. Notwithstanding the foregoing, the Agent shall notify the Noteholders of the occurrence of an Event of Default in accordance with Clause 11.3.

9.3 Publication of Finance Documents

The latest versions of the Finance Documents and any Issuance Certificate shall be available to the Noteholders on the website of the Issuer and the Agent (Stamdata.com) and at the office of the Agent during normal business hours.

10. GENERAL UNDERTAKINGS

10.1 General

The Issuer undertakes to (and shall, where applicable, procure that the other Group Companies will) comply with the undertakings set forth in this Clause 10 for so long as the Notes remain outstanding.

10.2 Disposals

10.2.1 The Issuer shall not (and shall procure that no other member of the Group will) sell, transfer or otherwise dispose of all or a substantial part of the Group's assets (other than to the Issuer or a member of the Group), unless:

- (a) such sale, transfer or disposal is carried out at fair market value (or in accordance with the Arava Regulation, if applicable) and on terms and conditions customary for such transactions; and
- (b) the proceeds of such sale, transfer or disposal are used in accordance with applicable laws and the by-laws of the Issuer.

10.3 Negative pledge

10.3.1 So long as any Note remains outstanding, the Issuer shall not, (and shall procure that no other member of the Group) will, create any Security to secure any other notes or bonds, debentures, debenture stock or loan stock issued after the issuance of the Notes that are capable of being registered to the CSD (or any other similar clearing system) (or create any such Security to secure any guarantee or indemnity over such notes or other securities), unless the granting of such security interest is required under Finnish law or other law governing such notes or bonds, debentures, debenture stock or loan stock, or unless prior to or simultaneously therewith the Issuer's obligations under the Notes either (a) are secured equally and rateable therewith or (b) have the benefit of such other security interest or other arrangement (whether or not it includes the granting of a security interest) as shall be approved by a resolution of the Noteholders (as referred to in Clause 14 (*Decisions by the Noteholders*)).

10.4 Financial undertakings

10.4.1 Interest Cover Ratio: The Issuer shall ensure that the Interest Cover Ratio according to the latest interim or annual report, whichever is most recent, shall at any time equal to or

exceed 2.00:1.

10.4.2 Equity Ratio: The Issuer shall ensure that the Equity Ratio according to the latest interim or annual report, whichever is most recent, shall at any time equal to or exceed 25 per cent.

10.4.3 The financial undertakings set out in this Clause 10.4 (*Financial undertakings*) shall be tested on each Testing Date, by reference to each of the financial statements and semi-annual unaudited interim accounts delivered pursuant to Clause 9.1 (*Information from the Issuer*), as applicable, and/or each Compliance Certificate delivered pursuant to Clause 9.1.6 and shall be calculated using end of the period values for balance sheet items and rolling twelve (12) Month cumulative aggregate values for income statement items.

10.5 Undertakings relating to the Agency Agreement

10.5.1 The Issuer shall, in accordance with the Agency Agreement:

- (a) pay fees to the Agent;
- (b) indemnify the Agent for costs, losses and liabilities;
- (c) furnish to the Agent all information requested by or otherwise required to be delivered to the Agent; and
- (d) not act in a way which would give the Agent a legal or contractual right to terminate the Agency Agreement.

10.5.2 The Issuer and the Agent shall not amend any provisions of the Agency Agreement without the prior consent of the Noteholders if the amendment would be detrimental to the interests of the Noteholders.

10.6 No substantial change of business

The Issuer shall not make any substantial change to the general nature of the business of the Group from that carried on at the First Issue Date.

11. ACCELERATION OF THE NOTES

11.1 The Agent is entitled to, and shall following a demand in writing from a Noteholder (or Noteholders) representing at least twenty five (25) per cent. of the Adjusted Nominal Amount (such demand may only be validly made by a Person who is a Noteholder at the end of the Business Day on which the demand is received by the Agent and shall, if made by several Noteholders, be made by them jointly) or following an instruction given pursuant to Clause 11.4, on behalf of the Noteholders (i) by notice to the Issuer, declare all, but not only some, of the outstanding Notes due and payable together with any other amounts payable under the Finance Documents, immediately or at such later date as the Agent determines, and/or (ii) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents, if:

- (a) the Issuer does not pay on the due date any amount payable by it under the Finance Documents, unless the non-payment:
 - (i) is caused by technical or administrative error; and
 - (ii) is remedied within five (5) Business Days from the due date;

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- (b) the Issuer or any other Person (other than the Agent) does not comply with any terms or conditions of the Finance Documents to which it is a party (other than those terms referred to in paragraph (a) above), unless the non-compliance:
 - (i) is capable of remedy; and
 - (ii) is remedied within twenty (20) Business Days of the earlier of the Agent giving notice and the Issuer or the relevant other Person becoming aware of the non-compliance;
 - (c) any Finance Document becomes invalid, ineffective or varied (other than in accordance with the provisions of the Finance Documents), and such invalidity, ineffectiveness or variation has a detrimental effect on the interests of the Noteholders;
 - (d) any Material Company is, or is deemed for the purposes of any applicable law to be, Insolvent;
 - (e) any attachment, sequestration, distress or execution, or any analogous process in any jurisdiction, affects any material asset of a Material Company and is not discharged within twenty (20) Business Days;
 - (f) (i) any Financial Indebtedness of a Material Company is not paid when due nor within any originally applicable grace period, or is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described), (ii) any commitment for any Financial Indebtedness of a Material Company is cancelled or suspended by a creditor as a result of an event of default (however described), or (iii) any creditor of a Material Company becomes entitled to declare any Financial Indebtedness of a Material Company due and payable prior to its specified maturity as a result of an event of default (however described), provided that no Event of Default will occur under this paragraph (f) if (i) any relevant payment to be made is contested in good faith and as long as it has not resulted in a definitive payment obligation of the relevant member of the Group or (ii) the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness referred to herein is less than EUR 5,000,000; or
 - (g) the Issuer or a Material Company ceases or threatens to cease all or a material part of its business other than as a result of a sale, transfer or other disposal of assets by a Material Company not prohibited under these Terms and Conditions or a merger, demerger, corporate reorganisation (having the same or equivalent effect as a merger or demerger) or solvent liquidation of or by a Material Company not prohibited under these Terms and Conditions.
- 11.2 The Agent may not accelerate the Notes in accordance with Clause 11.1 by reference to a specific Event of Default if it is no longer continuing.
- 11.3 The Agent shall notify the Noteholders of an Event of Default within five (5) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing, except if the Event of Default does not relate to a payment failure in respect of the Notes and the Agent considers that withholding the notice is not detrimental to the interests of the Noteholders. The Agent shall, within twenty (20) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing (and if the Event of Default does not relate to a payment failure in respect of the Notes, within sixty (60) Business Days, decide if the Notes shall be so accelerated). If

the Agent decides not to accelerate the Notes, the Agent shall promptly seek instructions from the Noteholders in accordance with Clause 14 (*Decisions by Noteholders*). The Agent shall always be entitled to take the time necessary to consider carefully whether an occurred event or circumstance constitutes an Event of Default.

- 11.4 If the Noteholders instruct the Agent to accelerate the Notes, the Agent shall promptly declare the Notes due and payable and take such actions as may, in the opinion of the Agent, be necessary or desirable to enforce the rights of the Noteholders under the Finance Documents, unless the relevant Event of Default is no longer continuing.
- 11.5 If the right to accelerate the Notes is based upon a decision of a court of law, an arbitral tribunal or a government authority, it is not necessary that the decision has become enforceable under law or that the period of appeal has expired in order for cause of acceleration to be deemed to exist.
- 11.6 In the event of an acceleration of the Notes in accordance with this Clause 11, the Issuer shall redeem all Notes at an amount per Note equal to 100 per cent. of the Nominal Amount together with any accrued and unpaid interest.

12. DISTRIBUTION OF PROCEEDS

- 12.1 All payments by the Issuer relating to the Notes and the Finance Documents following an acceleration of the Notes in accordance with Clause 11 (*Acceleration of the Notes*) shall be distributed in the following order of priority, in accordance with the instructions of the Agent:
- (a) *first*, in or towards payment *pro rata* of (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Agent in accordance with the Agency Agreement (other than any indemnity given for liability against the Noteholders) and/or the Issuing Agent in accordance with the Issuing Agency Agreement, (ii) other costs, expenses and indemnities relating to the acceleration of the Notes or the protection of the Noteholders' rights in each case as may have been incurred by the Agent, (iii) any costs incurred by the Agent for external experts that have not been reimbursed by the Issuer in accordance with Clause 18.2.7, and (iv) any costs and expenses incurred by the Agent in relation to a Noteholders' Meeting or a Written Procedure that have not been reimbursed by the Issuer in accordance with Clause 14.11;
 - (b) *secondly*, in or towards payment *pro rata* of accrued but unpaid Interest under the Notes (Interest due on an earlier Interest Payment Date to be paid before any Interest due on a later Interest Payment Date) and default interest payable pursuant to Clause 7.4;
 - (c) *thirdly*, in or towards payment *pro rata* of any unpaid principal under the Notes (including, for the avoidance of doubt, of any Subsequent Notes); and
 - (d) *fourthly*, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under the Finance Documents.

Any excess funds after the application of proceeds in accordance with paragraphs (a) to (d) above shall be paid to the Issuer.

- 12.2 If a Noteholder or another party has with the consent of the Agent paid any fees, costs, expenses or indemnities referred to in Clause 12.1(a), such Noteholder or other party shall

be entitled to reimbursement by way of a corresponding distribution in accordance with Clause 12.1(a).

12.3 Funds that the Agent receives (directly or indirectly) in connection with the acceleration of the Notes constitute escrow funds and must be held on a separate interest-bearing account on behalf of the Noteholders and the other interested parties. The Agent shall arrange for payments of such funds in accordance with this Clause 12 as soon as reasonably practicable.

12.4 If the Issuer or the Agent shall make any payment under this Clause 12, the Issuer or the Agent, as applicable, shall notify the Noteholders of any such payment at least fifteen (15) Business Days before the payment is made. Such notice shall specify the Record Time, the payment date and the amount to be paid. Notwithstanding the foregoing, for any Interest due but unpaid the Record Time specified in Clause 6.1 shall apply.

13. RIGHT TO ACT ON BEHALF OF A NOTEHOLDER

13.1 If any Person other than a Noteholder wishes to exercise any rights specifically allocated to Noteholders under the Finance Documents, it must obtain a power of attorney from the Noteholder or a successive, coherent chain of powers of attorney starting with the Noteholder and authorising such Person or provide other evidence of ownership or authorisation satisfactory to the Agent.

13.2 A Noteholder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Notes held by it. Any such representative may act independently under the Finance Documents in relation to the Notes for which such representative is entitled to represent the Noteholder and may further delegate its right to represent the Noteholder by way of a further power of attorney.

13.3 The Agent shall only have to examine the face of a power of attorney or other evidence of authorisation that has been provided to it pursuant to Clause 13.1 and may assume that it has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face or is otherwise notified to the Agent.

14. DECISIONS BY NOTEHOLDERS

14.1 A request by the Agent for a decision by the Noteholders on a matter relating to the Finance Documents shall (at the option of the Agent) be dealt with at a Noteholders' Meeting or by way of a Written Procedure.

14.2 Any request from the Issuer or a Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request may only be validly made by a Person who is a Noteholder on the Business Day immediately preceding the day on which the request is received by the Agent and shall, if made by several Noteholders, be made by them jointly) for a decision by the Noteholders on a matter relating to the Finance Documents shall be directed to the Agent and dealt with at a Noteholders' Meeting or by way of a Written Procedure, as determined by the Agent. The Person requesting the decision may suggest the form for decision making, but if it is in the Agent's opinion more appropriate that a matter is dealt with at a Noteholders' Meeting or by way of a Written Procedure, the Agent shall have the right to decide where such matter shall be dealt with.

14.3 The Agent may refrain from convening a Noteholders' Meeting or instigating a Written Procedure if (i) the suggested decision must be approved by any Person in addition to the Noteholders and such Person has informed the Agent that an approval will not be given, or (ii) the suggested decision is not in accordance with applicable laws.

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- 14.4 Only a Person who is, or who, directly or indirectly, has been provided with a power of attorney pursuant to Clause 13 (*Right to act on behalf of a Noteholder*) from a Person who is registered as a Noteholder:
- (a) at the Record Time on the CSD Business Day specified in the communication pursuant to Clause 15.3, in respect of a Noteholders' Meeting, or
 - (b) at the Record Time on the CSD Business Day specified in the communication pursuant to Clause 16.3, in respect of a Written Procedure,
- may exercise voting rights as a Noteholder at such Noteholders' Meeting or in such Written Procedure in respect of Notes held by such Person at the relevant Record Time, provided that the relevant Notes are included in the Adjusted Nominal Amount.
- 14.5 All matters to be decided by the Noteholders shall require the consent of Noteholders representing more than $66\frac{2}{3}$ per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 16.3. This includes, but is not limited to, any amendment to, or waiver of, the terms of any Finance Document that does not require a higher majority (other than an amendment permitted pursuant to Clause 17.1(a) or (b)) or an acceleration of the Notes.
- 14.6 Quorum at a Noteholders' Meeting or in respect of a Written Procedure only exists if a Noteholder (or Noteholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount:
- (a) if at a Noteholders' Meeting, attend the meeting in person or by telephone conference (or appear through duly authorised representatives); or
 - (b) if in respect of a Written Procedure, reply to the request.
- 14.7 If a quorum does not exist at a Noteholders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Noteholders' Meeting (in accordance with Clause 15.1) or initiate a second Written Procedure (in accordance with Clause 16.1), as the case may be, provided that the relevant proposal has not been withdrawn by the Person(s) who initiated the procedure for Noteholders' consent. The quorum requirement in Clause 14.6 shall not apply to such second Noteholders' Meeting or Written Procedure.
- 14.8 Any decision which extends or increases the obligations of the Issuer or the Agent, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Agent, under the Finance Documents shall be subject to the Issuer's or the Agent's consent, as applicable.
- 14.9 The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Noteholder for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Noteholders that consent at the relevant Noteholders' Meeting or in a Written Procedure within the time period stipulated for the consideration to be payable or the time period for replies in the Written Procedure, as the case may be.
- 14.10 A matter decided at a duly convened and held Noteholders' Meeting or by way of a Written Procedure is binding on all Noteholders, irrespective of them being present or represented at the Noteholders' Meeting or responding in the Written Procedure.

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- 14.11 All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Noteholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.
- 14.12 If a decision is to be taken by the Noteholders on a matter relating to the Finance Documents, the Issuer shall promptly at the request of the Agent provide the Agent with a certificate specifying the number of Notes owned by Group Companies irrespective of whether such Person is directly registered as owner of such Notes. The Agent shall not be responsible for the accuracy of such certificate or otherwise be responsible for determining whether a Note is owned by a Group Company.
- 14.13 Information about decisions taken at a Noteholders' Meeting or by way of a Written Procedure shall promptly be sent by notice to the Noteholders, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Noteholders' Meeting or Written Procedure shall at the request of a Noteholder be sent to it by the Issuer or the Agent, as applicable.

15. NOTEHOLDERS' MEETING

- 15.1 The Agent shall convene a Noteholders' Meeting by sending a notice thereof to the CSD and each Noteholder no later than five (5) Business Days after receipt of a valid request from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons).
- 15.2 Should the Issuer want to replace the Agent, it may convene a Noteholders' Meeting in accordance with Clause 15.1 with a copy to the Agent. After a request from the Noteholders pursuant to Clause 18.4.4, the Issuer shall no later than five (5) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Noteholders' Meeting in accordance with Clause 15.1.
- 15.3 The notice pursuant to Clause 15.1 shall include (i) time for the meeting, (ii) place for the meeting, (iii) agenda for the meeting (including each request for a decision by the Noteholders), (iv) a specification of the CSD Business Day at the end of which a Person must be registered as a Noteholder in order to be entitled to exercise voting rights at the meeting and (v) a form of power of attorney. Only matters that have been included in the notice may be resolved upon at the Noteholders' Meeting. Should prior notification by the Noteholders be required in order to attend the Noteholders' Meeting, such requirement shall be included in the notice.
- 15.4 The Noteholders' Meeting shall be held no earlier than ten (10) Business Days and no later than thirty (30) Business Days from the date of the notice. Notwithstanding the foregoing, a second Noteholders' Meeting referred to in Clause 14.7 shall be held no earlier than five (5) Business Days and no later than twenty (20) Business Days from the date of the notice.
- 15.5 Without amending or varying these Terms and Conditions, the Agent may prescribe such further regulations regarding the convening and holding of a Noteholders' Meeting as the Agent may deem appropriate.

16. WRITTEN PROCEDURE

- 16.1 The Agent shall instigate a Written Procedure no later than five (5) Business Days after receipt of a valid request from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a communication to the CSD

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- and each Person who is registered as a Noteholder at the Record Time prior to the date on which the communication is sent.
- 16.2 Should the Issuer want to replace the Agent, it may send a communication in accordance with Clause 16.1 to each Noteholder with a copy to the Agent.
- 16.3 A communication pursuant to Clause 16.1 shall include (i) each request for a decision by the Noteholders, (ii) a description of the reasons for each request, (iii) a specification of the CSD Business Day at the end of which a Person must be registered as a Noteholder in order to be entitled to exercise voting rights, (iv) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney, and (v) the stipulated time period within which the Noteholder must reply to the request (such time period to last at least fifteen (15) Business Days from the communication pursuant to Clause 16.1). If the voting is to be made electronically, instructions for such voting shall be included in the communication.
- 16.4 When a consent from the Noteholders representing the requisite majority of the total Adjusted Nominal Amount pursuant to Clause 14.5 has been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 14.5 even if the time period for replies in the Written Procedure has not yet expired.
- 17. AMENDMENTS AND WAIVERS**
- 17.1 The Issuer and the Agent (acting on behalf of the Noteholders) may agree to amend the Finance Documents or waive a past default or anticipated failure to comply with any provision in a Finance Document, provided that:
- (a) such amendment or waiver is not detrimental to the interest of the Noteholders in any respect, or is made solely for the purpose of rectifying obvious errors and mistakes;
 - (b) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or
 - (c) such amendment or waiver has been duly approved by the Noteholders in accordance with Clause 14 (*Decisions by Noteholders*).
- 17.2 The consent of the Noteholders is not necessary to approve the particular form of any amendment to the Finance Documents. It is sufficient if such consent approves the substance of the amendment.
- 17.3 The Agent shall promptly notify the Noteholders of any amendments or waivers made in accordance with Clause 17.1, setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to the Finance Documents are published in the manner stipulated in Clause 9.3 (*Publication of Finance Documents*). The Issuer shall ensure that any amendments to these Terms and Conditions are duly registered with the CSD and each other relevant organisation or authority.
- 17.4 An amendment to the Finance Documents shall take effect on the date determined by the Noteholders Meeting, in the Written Procedure or by the Agent, as the case may be.

18. APPOINTMENT AND REPLACEMENT OF THE AGENT

18.1 Appointment of Agent

18.1.1 By subscribing for Notes, each initial Noteholder, and, by acquiring Notes, each subsequent Noteholder:

- (a) agrees to and accepts the appointment of the Agent to act as its agent and representative in accordance with Act on Noteholders' Agent (Fin: *Laki joukkolainanhaltijoiden edustajasta 574/2017*, as amended) in all matters relating to the Notes and the Finance Documents, and authorises the Agent to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Terms and Conditions) in any legal or arbitration proceedings relating to the Notes held by such Noteholder; and
- (b) agrees to and accepts that, upon the Agent delivering an acceleration notice in accordance with Clause 11.1, it will be considered to have irrevocably transferred to the Agent all its procedural rights and legal authority to claim and collect any and all receivables under the Notes and to receive any funds in respect of the Notes as a result of which transfer, the Agent shall be irrevocably entitled to take all such action in its own name but on behalf of and for the benefit of each Noteholder (at the expense of the Noteholders).

18.1.2 Each Noteholder shall immediately upon request provide the Agent with any such documents (in form and substance satisfactory to the Agent) that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. The Agent is under no obligation to represent a Noteholder which does not comply with such request if due to such failure the Agent is unable to represent such Noteholder.

18.1.3 The Issuer shall promptly upon request provide the Agent with any documents and other assistance (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.

18.1.4 The Agent is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Agency Agreement and the Agent's obligations as Agent under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.

18.1.5 The Agent may act as agent or other representative for several issues of securities issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

18.2 Duties of the Agent

18.2.1 The Agent shall represent the Noteholders in accordance with the Finance Documents.

18.2.2 When acting in accordance with the Finance Documents, the Agent is always acting with binding effect on behalf of the Noteholders. The Agent shall carry out its duties under the Finance Documents in a reasonable, proficient and professional manner, with reasonable care and skill.

18.2.3 The Agent shall monitor the compliance by the Issuer with its obligations under the Finance Documents on the basis of information made available to it pursuant to the Finance

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- Documents or received from a Noteholder. The Agent is not obligated to assess the Issuer's financial situation other than as expressly set out in these Terms and Conditions.
- 18.2.4 The Agent is entitled to take any step it in its sole discretion considers necessary or advisable to protect the rights of the Noteholders pursuant to these Terms and Conditions.
- 18.2.5 The Agent is entitled to delegate its duties to other professional parties, but the Agent shall remain liable for the actions of such parties under the Finance Documents.
- 18.2.6 The Agent shall treat all Noteholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Noteholders and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other Person, other than as explicitly stated in the Finance Documents.
- 18.2.7 The Agent is entitled to engage external experts when carrying out its duties under the Finance Documents. The Issuer shall on demand by the Agent pay all costs reasonably incurred for external experts engaged after the occurrence of an Event of Default, or for the purpose of investigating or considering (i) an event or circumstance which the Agent reasonably believes is or may lead to an Event of Default or (ii) a matter relating to the Issuer which the Agent reasonably believes may be detrimental to the interests of the Noteholders under the Finance Documents. Any compensation for damages or other recoveries received by the Agent from external experts engaged by it for the purpose of carrying out its duties under the Finance Documents shall be distributed in accordance with Clause 12 (*Distribution of proceeds*).
- 18.2.8 Notwithstanding any other provision of the Finance Documents to the contrary, the Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- 18.2.9 If in the Agent's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Agent) in complying with instructions of the Noteholders, or taking any action at its own initiative, will not be covered by the Issuer, the Agent may refrain from acting in accordance with such instructions, or taking such action, until it has received such funding or indemnities (or adequate Security has been provided therefore) as it may reasonably require.
- 18.2.10 The Agent shall give a notice to the Noteholders (i) before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or (ii) if it refrains from acting for any reason described in Clause 18.2.9.

18.3 Limited liability for the Agent

- 18.3.1 The Agent will not be liable to the Noteholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its negligence or wilful misconduct. The Agent shall never be responsible for indirect loss.
- 18.3.2 The Agent shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts engaged by the Agent or if the Agent has acted with reasonable care in a situation when the Agent considers that it is detrimental to the interests of the Noteholders to delay the action in order to first obtain instructions from the Noteholders.

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- 18.3.3 The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance Documents to be paid by the Agent to the Noteholders, provided that the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.
- 18.3.4 The Agent shall have no liability to the Noteholders for damage caused by the Agent acting in accordance with instructions of the Noteholders given in accordance with Clause 14 (*Decisions by Noteholders*) or a demand by Noteholders given pursuant to Clause 11.1.
- 18.3.5 Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Noteholders under the Finance Documents.

18.4 Replacement of the Agent

- 18.4.1 Subject to Clause 18.4.7, the Agent may resign by giving notice to the Issuer and the Noteholders, in which case the Noteholders shall in consultation with the Issuer appoint a successor Agent at a Noteholders' Meeting convened by the retiring Agent or by way of a Written Procedure initiated by the retiring Agent.
- 18.4.2 Subject to Clause 18.4.7, if the Agent is Insolvent, the Agent shall be deemed to resign as Agent and the Issuer shall within ten (10) Business Days appoint a successor Agent.
- 18.4.3 Any successor Agent appointed pursuant to this Clause 18.4 must be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- 18.4.4 A Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice may only be validly given by a Person who is a Noteholder at the end of the Business Day on which the notice is received by the Issuer and shall, if given by several Noteholders, be given by them jointly), require that a Noteholders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent. The Issuer may, at a Noteholders' Meeting convened by it or by way of a Written Procedure initiated by it, propose to the Noteholders that the Agent be dismissed and a new Agent appointed.
- 18.4.5 If the Noteholders have not appointed a successor Agent within ninety (90) days after (i) the earlier of the notice of resignation was given or the resignation otherwise took place or (ii) the Agent was dismissed through a decision by the Noteholders, the Issuer shall appoint a successor Agent.
- 18.4.6 The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.
- 18.4.7 The Agent's resignation or dismissal shall only take effect upon the appointment of a successor Agent and acceptance by such successor Agent of such appointment and the execution of all necessary documentation to effectively substitute the retiring Agent.
- 18.4.8 Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents but shall, in respect of any action which it took or failed to take whilst acting as Agent, (a) remain entitled to the benefit of the Finance Documents and (b) remain liable under the Finance Documents. Its successor, the Issuer and

each of the Noteholders shall have the same rights and obligations amongst themselves under the Finance Documents as they would have had if such successor had been the original Agent.

18.4.9 In the event that there is a change of the Agent in accordance with this Clause 18.4, the Issuer shall execute such documents and take such actions as the new Agent may reasonably require for the purpose of vesting in such new Agent the rights, powers and obligation of the Agent and releasing the retiring Agent from its further obligations under the Finance Documents and the Agency Agreement. Unless the Issuer and the new Agent agree otherwise, the new Agent shall be entitled to the same fees and the same indemnities as the retiring Agent.

19. NO DIRECT ACTIONS BY NOTEHOLDERS

19.1 A Noteholder may not take any steps whatsoever against the Issuer to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the dissolution (or its equivalent in any other jurisdiction) of the Issuer in relation to any of the obligations of the Issuer under the Finance Documents.

19.2 Clause 19.1 shall not apply if:

- (a) the Agent has been instructed by the Noteholders in accordance with the Finance Documents to take any of the actions referred to in Clause 19.1 but fails for any reason to take, or is unable to take (for any reason other than a failure by a Noteholder to provide documents in accordance with Clause 18.1.2), such actions within a reasonable period of time and such failure or inability is continuing. However, if the failure to take such actions is caused by the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or by any reason described in Clause 18.2.9, such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 18.2.10 before a Noteholder may take any action referred to in Clause 19.1; and
- (b) the Noteholders have resolved pursuant to these Terms and Conditions that, upon the occurrence of a failure by the Agent referred to in (a) above, a Noteholder shall have the right to take any action referred to in Clause 19.1.

19.3 The provisions of Clause 19.1 shall not in any way limit an individual Noteholder's right to claim and enforce payments which are due to it under Clause 8.5 (*Mandatory repurchase due to a Change of Control Event and Change of Board Event*) or other payments which are due by the Issuer to some but not all Noteholders.

20. PRESCRIPTION

20.1 The right to receive payment of the principal of or interest on the Notes shall be prescribed and become void three (3) years from the date on which such payment became due.

20.2 If a limitation period is duly interrupted in accordance with the Finnish Act on Limitations (Fin: *Laki velan vanhentumisesta* 728/2003, as amended), a new limitation period of at least three (3) years will commence.

21. NOTICES

22.1 Any notice or other communication to be made under or in connection with the Finance Documents:

(a) if to the Agent, shall be given at the address specified on its website www.nordictrustee.com on the Business Day prior to dispatch;

(b) if to the Issuing Agent, shall be given at the address specified in the Issuing Agency Agreement;

(c) if to the Issuer, shall be given at the following addresses:

Y-Säätiö sr
att. CFO
PL 322
00531 Helsinki
Finland; and

(d) if to the Noteholders, shall be given at their addresses as registered with the CSD, at the Record Time prior to dispatch, and by either courier delivery or letter for all Noteholders. A Notice to the Noteholders shall also be published on the websites of the Issuer and the Agent (Stamdata.com).

22.2 Any notice or other communication made by one Person to another under or in connection with the Finance Documents shall be in English and sent by way of courier, fax, e-mail, personal delivery or letter and will become effective, in the case of courier or personal delivery, when it has been left at the address specified in Clause 22.1 or, in the case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 22.1 or, in the case of fax or e-mail, when actually received in a readable form.

22.3 Failure to send a notice or other communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders.

22. FORCE MAJEURE AND LIMITATION OF LIABILITY

22.1 Neither the Issuer, the Agent nor the Issuing Agent shall be held responsible for any damage arising out of any legal enactment, or any measure taken by a public authority, or war, strike, lockout, boycott, blockade or any other similar circumstance (a “**Force Majeure Event**”). The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Agent or the Issuing Agent itself takes such measures, or is subject to such measures.

22.2 The Issuing Agent shall have no liability to the Noteholders if it has observed reasonable care. The Issuing Agent shall never be responsible for indirect damage with exception of gross negligence and wilful misconduct.

22.3 Should a Force Majeure Event arise which prevents the Issuer, the Agent or the Issuing Agent from taking any action required to comply with these Terms and Conditions, such action may be postponed until the obstacle has been removed.

22.4 The provisions in this Clause 22 apply unless they are inconsistent with the provisions of the Book-Entry System Act which provisions shall take precedence.

23. FURTHER ISSUES

- 23.1 The Issuer shall, from time to time and without the consent of the Noteholders, have the right on one or more occasions to create and issue Subsequent Notes ranking in all respects and having the same terms and conditions as the Notes, other than the amount, issue date, issue price and the date of the first payment of interest thereon, and so that the same shall be consolidated and form a single series with the outstanding Notes.

24. GOVERNING LAW AND JURISDICTION

- 24.1 These Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Finland.
- 24.2 The Issuer submits to the non-exclusive jurisdiction of the Finnish courts with the District Court of Helsinki (Fin: *Helsingin käräjäoikeus*) as the court of first instance.
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We hereby confirm that the above terms and conditions are binding upon ourselves.

Place:

Date:

Y-SÄÄTIÖ SR
as Issuer

Name:

We hereby undertake to act in accordance with the above terms and conditions to the extent they refer to us.

Place:

Date:

NORDIC TRUSTEE OY
as Agent

Name:

APPENDIX 1 (Form of compliance certificate)

COMPLIANCE CERTIFICATE

To: [Nordic Trustee Oy] as Agent
From: Y-Säätiö sr as Issuer
Place and date: In [●], on the [●] day of [●] 20[●]

Dear Madams/Sirs,

We refer to the senior, unsecured and unsubordinated fixed rate notes issued by us on 4 October 2021 with an aggregate nominal amount of EUR 100,000,000 (the “Notes”).

1. We refer to the Terms and Conditions of the Notes. This is a compliance certificate. Terms defined in the Terms and Conditions of the Notes have the same meaning when used in this compliance certificate unless given a different meaning in this compliance certificate.
2. [We confirm that in respect of the Testing Date [*relevant testing date*], the Equity Ratio is [●] and the Interest Cover Ratio is [●].
3. [We confirm that no Event of Default is continuing.]¹
4. This compliance certificate is governed by Finnish law.

Y-Säätiö sr
as Issuer

Name:

¹ If this statement cannot be made, the certificate shall identify any Event of Default that is continuing and the steps, if any, being taken to remedy it.

APPENDIX 2 (Form of issuance certificate)

ISSUANCE CERTIFICATE

To: [Nordic Trustee Oy] as Agent
From: Y-Säätiö sr as Issuer
Place and date: In [●], on the [●] day of [●] 20[●]

Dear Madams/Sirs,

We refer to the senior, unsecured and unsubordinated fixed rate notes issued by us on 4 October 2021 with an aggregate nominal amount of EUR 100,000,000 (the “Notes”).

1. We refer to the Terms and Conditions of the Notes. This is an Issuance Certificate. Terms defined in the Terms and Conditions of the Notes have the same meaning when used in this Issuance Certificate unless given a different meaning in this Issuance Certificate.
2. We hereby confirm the issuance of Subsequent Notes as follows:
Issue Date:
Issue price: [●] per cent. of the Nominal Amount
Total Nominal Amount: [amount]
The Terms and Conditions shall apply to the above Subsequent Notes. This Issuance Certificate is a Finance Document.
3. This Issuance Certificate is governed by Finnish law.

Y-Säätiö sr
as Issuer

Name: