



MUNICIPALITY FINANCE PLC

(Kuntarahoitus Oyj)

(Public limited liability company incorporated in the Republic of Finland)

€40,000,000,000

Programme for the Issuance of Debt Instruments

Guaranteed by

THE MUNICIPAL GUARANTEE BOARD

(Kuntien takauskeskus)

(Established as a public law institution under the laws of the Republic of Finland)

This offering circular (the "**Offering Circular**") does not comprise a prospectus for the purposes of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**").

Application may be made for Notes to be listed and admitted to trading on the Helsinki Stock Exchange maintained by Nasdaq Helsinki (the "**Market**") or to any other listing authority, stock exchange and/or quotation system as may be agreed with the Issuer. The Market is a regulated market for the purposes of the Directive 2014/65/EU (as amended, "**MiFID II**"). However, unlisted Notes may be issued pursuant to the Programme (as defined herein). The relevant Final Terms or Drawdown Offering Circular (as defined herein) in respect of the issue of any Notes will specify whether or not an application will be made for such Notes to be listed and admitted to trading on the Market (or any other listing authority, stock exchange and/or quotation system). Notes will not be subject to the prospectus requirements of the Prospectus Regulation as a result of the exemption provided by Article 1.2(d) of the Prospectus Regulation for securities unconditionally and irrevocably guaranteed by a local authority of an EEA member state.

Under this Programme, the Issuer (as defined below) may, subject to all applicable legal and regulatory requirements, from time to time issue Notes in bearer and/or in registered form and/or in uncertificated book entry form (in the case of VPS Notes) (respectively "**Bearer Notes**", "**Registered Notes**" and "**VPS Notes**") each denominated in any currency agreed between the Issuer and the Dealers (as defined below). Copies of each Final Terms (as defined herein) will be available (in the case of Bearer Notes) from the specified office set out below of each of the Paying Agents (as defined below), in the case of Registered Notes from the specified office set out below of the Transfer Agent (as defined below) and in the case of VPS Notes as set out in the Final Terms relating to such VPS Notes.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act") or with any securities regulatory authority of any state or other jurisdiction of the United States, and Notes in bearer form are subject to U.S. tax law requirements. The Notes may be offered and sold only (i) outside of the United States to persons other than U.S. persons as defined in and in accordance with Regulation S under the Securities Act and (ii) in the United States to purchasers who are qualified institutional buyers ("QIBs") as defined in Rule 144A under the Securities Act that are also qualified purchasers ("QPs") as defined in Section 2(a)(51)(A) of the United States Investment Company Act of 1940, as amended ("Investment Company Act") in each case acting for their own account of one or more QIBs that are also QPs in reliance on and in compliance with Rule 144A.

Investing in Notes issued under the Programme involves certain risks. The principal risk factors that may affect the abilities of the Issuer and the Guarantor to fulfil their respective obligations under the Notes are discussed under "*Risk Factors*" below.

Arranger
Citigroup

Dealers

Barclays
Citigroup
Deutsche Bank
J.P. Morgan
Nordea
TD Securities

BNP Paribas
Crédit Agricole CIB
Goldman Sachs International
Mizuho Securities
RBC Capital Markets
Tokai Tokyo Securities Europe Limited

BofA Securities
Danske Bank
HSBC
Nomura
SMBC Nikko

13 May 2020

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IMPORTANT NOTICES

Municipality Finance Plc (the "**Issuer**" or "**Municipality Finance**") and the Municipal Guarantee Board (the "**Guarantor**" or the "**MGB**") have confirmed to the dealers (the "**Dealers**") named under "*Subscription and Sale*" below that this Offering Circular (as amended or supplemented and, in relation to a particular tranche of Notes, as completed by the relevant Final Terms (as defined below)) contains all information which is (in the context of the Programme or the issue, offering and sale of the Notes) material; such information is true and accurate in all material respects and is not misleading in any material respect; any opinions, predictions or intentions expressed in the Offering Circular are honestly held or made and are not misleading in any material respect; the Offering Circular does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the Programme or the issue, offering and sale of the Notes) not misleading in any material respect; and all proper enquiries have been made to ascertain or verify the foregoing.

The Issuer and the Guarantor accept responsibility for the information contained in this Offering Circular. To the best of the knowledge and belief of the Issuer and the Guarantor (which have taken all reasonable care to ensure that such is the case), the information contained in this Offering Circular is in accordance with the facts and does not omit anything likely to affect the import of such information.

Each Tranche (as defined herein) of Notes will be issued on the terms set out herein under "*Terms and Conditions of the Notes*" (the "**Conditions**") in conjunction with a document specific to such Tranche called final terms (the "**Final Terms**") or in a separate offering circular specific to such Tranche (the "**Drawdown Offering Circular**") as described under "*Final Terms and Drawdown Offering Circulars*" on page 30. In the case of a Tranche of Notes which is the subject of a Drawdown Offering Circular, each reference in this Offering Circular to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Offering Circular unless the context requires otherwise.

This Offering Circular must be read and construed together with any amendment or supplement thereto and with any information incorporated by reference herein and, in relation to any Tranche of Notes which is the subject of Final Terms, must be read and construed together with the relevant Final Terms.

The Programme has been rated by S&P Global Ratings Europe Limited and by Moody's Investors Service Limited.

S&P Global Ratings Europe Limited and Moody's Investors Service Limited are established in the EEA or the United Kingdom and registered under Regulation (EU) No 1060/2009, as amended.

Neither the Issuer nor the Guarantor has authorised the making or provision of any representation or information regarding the Issuer or the Guarantor or the Notes other than as contained or incorporated by reference in this Offering Circular, the Dealer Agreement (as defined herein), any other document prepared in connection with the Programme, any Final Terms, any Drawdown Offering Circular or as approved for such purpose by the Issuer and the Guarantor. Any such representation or information should not be relied upon as having been authorised by the Issuer, the Guarantor, the Dealers or any of them.

Neither the Dealers nor any of their respective affiliates have authorised the whole or any part of this Offering Circular. No representation or warranty is made or implied by the Dealers or any of their respective affiliates, and neither the Dealers nor any of their respective affiliates makes any representation or warranty or accepts any responsibility, as to the accuracy or completeness of the information contained in this Offering Circular or any responsibility for any acts or omission of the Issuer, the Guarantor, or any other person in connection with the issue and offering of the Notes. Neither the delivery of this Offering Circular, any Drawdown Offering Circular or any Final Terms nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Offering Circular is true subsequent to the date hereof or the date upon which this Offering Circular has been most recently amended or supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Issuer or the Guarantor since the date thereof or, if later, the date upon which this Offering Circular has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Offering Circular and any Final Terms and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular or any Final Terms comes are required by the Issuer and the Guarantor and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on distribution of this Offering Circular or any Final Terms and other offering material relating to the Notes, see "*Subscription and Sale*". In particular, Notes have not been and will not be registered under the Securities Act and may include Notes in bearer form which are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons. Neither this Offering Circular nor any Final Terms may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation. Additionally, Notes denominated in NOK may not be offered or sold within Norway or to or for the account or benefit of persons domiciled in Norway, unless the regulation relating to the offer of VPS Notes (as defined below) and the registration in the VPS (as defined below) of VPS Notes has been complied with.

The Notes have not been approved or disapproved by the U.S. Securities and Exchange Commission (the "**SEC**"), any State securities commission in the United States or any other U.S. Regulatory Authority nor have any of the foregoing authorities passed upon or endorsed the merits of any offering of Notes or the accuracy or the adequacy of this Offering Circular. Any representations to the contrary are a criminal offence in the United States.

The Notes have not been and will not be registered under the Securities Act, or with any securities regulatory authority of any State or other jurisdiction of the United States and may include Notes in bearer form that are subject to U.S. tax law requirements. The Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of U.S. persons (as defined in Regulation S under the Securities Act ("**Regulation S**") except in certain transactions exempt from the registration requirements of the Securities Act). See "*Subscription and Sale*".

This Offering Circular has been prepared by the Issuer for use in connection with the offer and sale of the Notes outside the United States to persons other than U.S. persons as defined in Regulation S and, with respect to Notes in registered form only, within the United States in reliance upon Rule 144A under the Securities Act ("**Rule 144A**") to QIBs that are also QPs in reliance on Rule 144A and any applicable securities laws of any state of the United States and any other relevant jurisdiction. Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

The Issuer and the Guarantor have agreed that, for so long as any Notes are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, each of the Issuer and the Guarantor will, during any period in which it is neither subject to sections 13 or 15(d) of the United States Securities Exchange Act of 1934, as amended (the "**Exchange Act**") nor exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act, furnish to each holder of such Notes in connection with any resale thereof and to any prospective purchaser of such Notes from such holder, in each case upon request, the information specified in, and meeting the requirements of, Rule 144A(d)(4) under the Securities Act.

Neither this Offering Circular nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Issuer, the Guarantor, the Dealers or any of them that any recipient of this Offering Circular or any Final Terms should subscribe for or purchase any Notes. Each recipient of this Offering Circular or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer and the Guarantor.

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Offering Circular or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;

- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent

- (i) the Notes are legal investments for it,
- (ii) the Notes can be used as collateral for various types of borrowings, and
- (iii) other restrictions apply to its purchase or pledge of any Notes.

Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

Potential investors should consider reinvestment risk in light of other investments available at that time.

Investors who are in any doubt as to their position should consult their professional advisers.

Prospective purchasers should consult their own financial and legal advisers about risks associated with an investment in a particular Tranche of Notes and the suitability of investing in the Notes in light of their particular circumstances.

STABILISATION

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the Stabilising Manager(s) (or persons acting on behalf of the Stabilising Manager(s)) in accordance with all applicable laws and rules.

MIFID II product governance / target market – The Final Terms (or Drawdown Offering Circular, as the case may be) in respect of any Notes may include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the **MiFID Product Governance Rules**), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

PRODUCT CLASSIFICATION PURSUANT TO SECTION 309B OF THE SECURITIES AND FUTURES ACT (CHAPTER 289 OF SINGAPORE)

The Final Terms in respect of any Notes may include a legend entitled "Singapore Securities and Futures Act Product Classification" which will state the product classification of the Notes pursuant to section 309B(1) of the Securities and Futures Act (Chapter 289 of Singapore) (the "SFA"). The Issuer will make a determination in relation to such issue about the classification of the Notes being offered for purposes of section 309B(1)(a). Any such legend included on the relevant Final Terms will constitute notice to "relevant persons" for purposes of section 309B(1)(c) of the SFA.

SERVICE OF PROCESS AND ENFORCEMENT OF LIABILITIES

Each of the Issuer and the Guarantor is duly incorporated under the laws of the Republic of Finland. All of the directors and officers of the Issuer and the Guarantor reside in the Republic of Finland and almost all of the assets of the Issuer and the Guarantor and of such directors and officers are located in the Republic of Finland. None of the Issuer, the Guarantor nor any of their respective directors or officers has consented to the jurisdiction of the courts of the United States or any state thereof in connection with any suit brought by an investor in the Notes or named an agent for service of process within the United States upon the Issuer, the Guarantor or such persons or to enforce, in United States courts, judgments against the Issuer, the Guarantor or such persons or judgments obtained in such courts predicated upon the civil liability provisions of the federal securities laws of the United States. In addition, under the Notes, each of the Issuer and the Guarantor will consent to the jurisdiction of the courts of England and, in the case of VPS Notes, Norway and will appoint an agent for service of process in England, and in the case of VPS Notes, Norway.

The Issuer has been advised by Asianajotoimisto DLA Piper Finland Oy, their counsel, that there is no convention or treaty concerning the enforcement of judgments between the Republic of Finland and the United States of America. Therefore the judgments of United States courts of civil liabilities are not enforceable in the Republic of Finland. Enforcement of such judgment in Finland shall require a new legal action, suit or proceeding in, and judgment by, a Finnish court. In such event, the judgment would constitute circumstantial evidence of the questions of fact in the case concerned and evidence of the governing law as applied to the matter in dispute, **provided that** such court had jurisdiction over the subject matter and the parties involved and such judgment was final and was not and is not contrary to the laws or the public policy of Finland.

FORWARD-LOOKING STATEMENTS

This Offering Circular contains certain forward-looking statements with respect to the financial condition, results of operations and business of the Issuer and its consolidated subsidiary (together, the "**Group**") and certain of the plans, intentions, expectations, assumptions, goals and beliefs of the Group regarding such items. These statements include matters that are not historical fact and generally, but not always, may be identified by the use of words such as "believes", "expects", "are expected to", "anticipates", "intends", "estimates", "should", "will", "will continue", "may", "is likely to", "plans" or similar expressions, including variations and the negatives thereof or comparable terminology.

Prospective investors should be aware that forward-looking statements are not guarantees of future performance and that the Group's actual results of operations, financial condition and the development of the industry in which it operates may differ significantly from those predicted or suggested by the forward-looking statements contained in this Offering Circular. In addition, even if the Group's results of operations, financial condition and business and the development of the industry in which it operates are consistent with the forward-looking statements contained in this Offering Circular, those results or developments may not be indicative of results or developments in subsequent periods.

PRESENTATION OF FINANCIAL AND OTHER DATA

In this Offering Circular, unless otherwise specified, references to a "**Member State**" are references to a Member State of the European Economic Area, references to "€", "**EUR**", "**Euro**" or "**euro**" are to the currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the euro, as amended, references to "£", "**Pounds Sterling**" and "**British Pounds Sterling**" are to the currency of the United Kingdom, references to "U.S.\$", "**USD**" and "**United States Dollars**" are to the currency of the United States of America, references to "NOK" or "**Norwegian Kroner**" are to the lawful currency of the Kingdom of Norway, references to "AUD" are to the currency of the Commonwealth of Australia. All references to "**Government**" are to the government of the Republic of Finland.

In this Offering Circular, various figures and percentages have been rounded and, accordingly, may not total.

Pursuant to Regulation 1606/2002/EC of the European Parliament and the Council of 19 July 2002 and related regulations, effective 1 January 2005, the Issuer adopted International Financial Reporting Standards, as they have been endorsed by the European Commission ("**EU IFRS**"). Accordingly, the Consolidated Financial Statements (as defined below) have been prepared in accordance with EU IFRS.

MGB has adopted Finnish Accounting Principles ("**Finnish GAAP**") and accordingly the Audited MGB Financial Statements (as defined below) have been prepared in accordance with Finnish GAAP. The Issuer standalone financial statements have also been prepared in accordance with Finnish GAAP.

EU IFRS and Finnish GAAP differ in certain significant respects from generally accepted accounting principles in the United States ("**U.S. GAAP**"). No financial statements or financial information included herein have been prepared or presented in accordance with U.S. GAAP or the accounting rules and regulations adopted by the SEC ("**SEC Rules and Regulations**"). As a result, the financial information included herein may differ substantially from financial information prepared in accordance with U.S. GAAP and those rules and regulations. It is not practicable for the Issuer to prepare its financial statements in accordance with U.S. GAAP and the SEC Rules and Regulations or to prepare any reconciliation of its consolidated financial statements and related footnotes. In making an investment decision, investors must rely upon their own examination of the business, financial condition, results of operations and cash flows of the Group, the terms of the offering and the financial information presented herein. Potential investors are urged to consult their own professional advisors for an understanding of the differences between EU IFRS, Finnish GAAP and U.S. GAAP, and of how those differences might affect the financial information presented herein.

Market Data

Certain macroeconomic and statistical data included in this Offering Circular has been derived from publicly available sources, the reliability of which may vary. Macroeconomic and statistical data concerning Finland is mostly based on information published by the Finnish Ministry of Finance (the "**Ministry of Finance**"). In any case, macroeconomic and statistical data, as well as the source data on which it is based, may not have been extracted or derived from a source in a manner analogous to that used in other countries. There is no guarantee that a third party using different methods of gathering, analysing and processing information would obtain the same results.

Market data and certain industry data and forecasts used, as well as statements made herein regarding the Group's and the Guarantor's position in the industry, were estimated or derived based upon assumptions the Group deems reasonable. The source of any external information is provided each time such information is used in this Offering Circular. When searching for, processing and preparing macroeconomic, market, industry and other data from sources other than the Group, such as governmental publications, third party publications, industry publications and general interest publications, the Group has not verified such data. The Group has accurately extracted information from this third-party data from published sources and, as far as the Group is aware and to the extent the Group can ascertain from the information published by these sources, there are no omissions that would render such information in this Offering Circular materially misleading.

Industry publications generally state that the information they contain has been obtained from sources believed to be reliable, but that the accuracy and completeness of such information is not guaranteed.

However, in the preparation of this Offering Circular, this third-party information has not been independently verified nor has there been any investigation of the validity of the methodology or the basis used by the third parties in producing such data or making estimates and forecasts. The Group can give no assurance that any such information is accurate or, in respect of projected data, that such projections have been based on correct information and assumptions or that they will prove to be accurate.

EXCHANGE RATES

The tables below set forth the euro versus the U.S. dollar exchange rates as certified by the European Central Bank. The Group does not represent that the U.S. dollar amounts referred to below could have been or could be converted into euro at any particular rate indicated or at any other rate. The rates below may differ from the rates used in the Consolidated Financial Statements, Audited MGB Financial Statements and other financial information appearing in this Offering Circular.

The table below shows the high and low European Central Bank rates for euro versus the U.S. dollar for each respective year and the rate at the end of the year. The average amounts set forth below under "Average" are calculated as the average of the European Central Bank rates for euro versus the U.S. dollar on the last business day of each month for each respective year.

	Low	High	Average	End of Year
	<i>(U.S. dollars per euro)</i>			
2016.....	1.0389	1.1532	1.1069	1.0520
2017.....	1.0406	1.2036	1.1300	1.2005
2018.....	1.1261	1.2493	1.1810	1.1450
2019.....	1.0889	1.1535	1.1195	1.1234

The table below shows the high and low European Central Bank rates for euro versus the U.S. dollar for each month during the six full months prior to the date of this Offering Circular.

	Low	High
	<i>(U.S. dollars per euro)</i>	
January 2020.....	1.1001	1.1194
February 2020.....	1.0790	1.1066
March 2020.....	1.0707	1.1456
April 2020.....	1.0772	1.0963
May 2020 (through to 12 May).....	1.0783	1.0942

The euro versus the U.S. dollar European Central Bank exchange rate on 12 May 2020 was U.S.\$ 1.0858 per Euro 1.00.

Non GAAP Measures of financial Performance

Certain data and ratios presented in this Offering Circular, such as certain key indicators set out in "*Selected Financial Information Relating to the Group*", are supplemental measures of the Group's performance and liquidity that are not required by, or presented in accordance with EU IFRS, and for which there are no generally accepted accounting principles governing the definition or calculation of these terms and the criteria upon which they are based can vary from company to company.

These measures, by themselves, do not provide a sufficient basis to compare the Group's performance and financial position with those of other companies and should not be considered in isolation or as a substitute for any performance measure derived in accordance with EU IFRS. These measures have been presented in this document because they are used by the Group in managing the Group's business and to enable a more complete analysis of the Group's operating performance and financial position.

SUMMARY OF THE PROGRAMME

The following is a brief summary only and should be read in conjunction with the relevant Final Terms or Drawdown Offering Circular and to the extent applicable, the Terms and Conditions of the Notes set out below.

Issuer:

Municipality Finance Plc (Kuntarahoitus Oyj) (the "**Issuer**") was established on 1 May 2001, is domiciled in Helsinki and was entered in the (Finnish) Trade Register on 1 May 2001 under the corporate code 1701683-4. The documents mentioned in this Offering Circular may be viewed at the Issuer's head office at (Jaakonkatu 3A, 5th Floor), FI-00101 Helsinki.

The Issuer's fully paid-up capital was Euro 43.0 million and its own consolidated funds amounted to Euro 1,509.9 million at 31 December 2019. The Issuer's total assets on 31 December 2019 were Euro 38.9 billion and its loan portfolio Euro 24.0 billion.

The Issuer's objective is to provide municipalities, municipality controlled entities and non-profit entities (designated by the state and engaging in the renting or production and maintenance of housing on social grounds) with market funding by obtaining funds on capital markets at competitive rates.

The Issuer's five largest shareholders at 31 December 2019 were Keva (the pension fund for Finnish municipalities) (30.7 per cent.), the Republic of Finland (16.0 per cent.), City of Helsinki (10.4 per cent.), City of Espoo (4.0 per cent.) and VAV Asunnot Oy (City of Vantaa) (2.5 per cent.).

Guarantor:

The Municipal Guarantee Board (Kuntien takauskeskus) (the "**Guarantor**"). The Guarantor is an institution under public law established by the (Finnish) Act on the Municipal Guarantee Board (487/1996, as amended) (in Finnish: laki Kuntien takauskeskuksesta).

Its objective is to secure competitive funding for the municipal sector based on the creditworthiness of the whole sector. To implement its objective, the Guarantor can grant guarantees in respect of funding obtained by the municipal sector's credit institutions that will be used for lending to the municipal sector or to non-profit organisations designated by the state that engage in the renting, construction or maintenance of social housing.

The membership of the Guarantor consists of 294 Finnish municipalities, representing 100 per cent. of the population of Finland (excluding the Province of Åland).

Arranger:

Citigroup Global Markets Limited.

Dealers:

Barclays Bank Ireland PLC, Barclays Bank PLC, BNP Paribas, BofA Securities Europe SA, Crédit Agricole CIB, Citigroup Global Markets Europe AG, Citigroup Global Markets Inc., Citigroup Global Markets Limited, Danske Bank A/S, Deutsche Bank Aktiengesellschaft, Goldman Sachs International, HSBC Bank plc, J.P. Morgan Securities plc, Merrill Lynch International, Mizuho International plc, Mizuho Securities Europe GmbH, Nomura International plc, Nordea Bank Abp, SMBC Nikko Capital Markets Europe GmbH, SMBC Nikko Capital Markets Limited, RBC Europe Limited, TD Global Finance unlimited company, Tokai Tokyo Securities Europe Limited and any other

Dealer appointed from time to time by the Issuer and the Guarantor.

Risk Factors:

There are certain factors that (i) may affect the ability of the Issuer to fulfil its obligations under Notes, (ii) the Guarantor's ability to fulfil its obligations under the Guarantee and (iii) relating to the structure of a particular issue of Notes and the Notes and the market generally, including:

- Reliance on economic conditions in Finland
- Counterparty credit risk
- Competition for customer base
- Regulatory change and increasingly stringent capital adequacy and liquidity framework
- Risks relating to the Guarantor's solvency
- Market risks
- Exchange rate risks and exchange controls
- Interest rate risks

Final Terms or Drawdown Offering Circular:

Notes issued under the Programme may be issued either (1) pursuant to this Offering Circular and associated Final Terms or (2) pursuant to a Drawdown Offering Circular.

Listing and Trading:

Application may be made for Notes to be listed and admitted to trading on the Market or to any other listing authority, stock exchange and/or quotation system as may be agreed with the Issuer, as may be specified in the relevant Final Terms.

The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the Issuer.

Programme Amount:

€40,000,000,000 (or its approximate equivalent in other currencies), subject to any duly authorised increase or decrease.

Form of Notes:

Notes may be issued, in bearer form, in registered form or in uncertificated book entry form cleared through the Norwegian Central Securities Depository, the Verdipapirsentralen (the "VPS"), legal title thereto being evidenced by book entries in the VPS (the "VPS Notes"). Registered Notes may not be exchanged for Bearer Notes or VPS Notes, Bearer Notes may not be exchanged for Registered Notes or VPS Notes and VPS Notes may not be exchanged for Bearer Notes or Registered Notes.

Each Tranche of Bearer Notes will initially be in the form of either a Temporary Global Note or a Permanent Global Note, in each case as specified in the relevant Final Terms. Each Global Note which is not intended to be issued in new global note form (a "Classic Global Note" or "CGN"), as specified in the relevant Final Terms, will be deposited on or around the relevant issue date with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing

system and each Global Note which is intended to be issued in new global note form ("**New Global Note**" or "**NGN**"), as specified in the relevant Final Terms, will be deposited on or around the relevant issue date with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. Each Temporary Global Note will be exchangeable for a Permanent Global Note or, if so specified in the relevant Final Terms, for Definitive Notes. If the TEFRA D Rules are specified in the relevant Final Terms as applicable, certification as to non-U.S. beneficial ownership will be a condition precedent to any exchange of an interest in a Temporary Global Note or receipt of any payment of interest in respect of a Temporary Global Note. Each Permanent Global Note will be exchangeable for Definitive Notes in accordance with its terms. Definitive Notes will, if interest-bearing, have Coupons attached and, if appropriate, a Talon for further Coupons.

Each Tranche of Registered Notes will be represented by either:

- (i) Definitive Registered Notes; or
- (ii) one or more Registered Global Notes in the form of either
 - (a) Regulation S Global Notes (as defined in the Conditions) in the case of Registered Notes sold outside the United States to persons other than U.S. person in reliance on Regulation S; or
 - (b) Restricted Global Notes in the case of Registered Notes sold to QIBs that are also QPs in reliance on Rule 144A,

in each case as specified in the relevant Final Terms.

Each Registered Global Note which is not intended to be held under the new safekeeping structure ("**New Safekeeping Structure**" or "**NSS**") will either be, (i) deposited with a custodian for, and registered in the name of a nominee of, DTC on its issue date, or (ii) deposited with a depository or common depository for Euroclear and/or Clearstream, Luxembourg and each Registered Global Note which is intended to be held under the New Safekeeping Structure will be deposited on or around the relevant issue date with a common safekeeper for Euroclear and/or Clearstream, Luxembourg and registered in the name of a nominee of the common safekeeper.

Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described in Condition 1 to receive physical delivery of Definitive Registered Notes (as defined in the Conditions).

Restricted Notes are subject to the Transfer Restrictions described in "*Transfer Restrictions*".

VPS Notes will not be evidenced by any physical note or document of title VPS Notes will be in uncertificated book entry form cleared through the Norwegian Central Securities Depository, the Verdipapirsentralen (the "**VPS**"), legal title thereto being evidenced by book entries in the VPS (the "**VPS Notes**").

Currencies:

Notes may be denominated in Australian Dollars, Canadian Dollars, Euro, Japanese Yen, British Pounds Sterling, Swedish Kronor, United States Dollars and such other currency or currencies, subject to compliance with all applicable legal and/or

regulatory and/or central bank requirements, in respect of which specific arrangements have been made between the relevant Dealer and the Issuer and the Guarantor. Notes may, subject to compliance as aforesaid, be issued as multi-currency Notes.

Status of Notes:	Notes will be issued on an unsubordinated basis.
Status of Guarantee:	The obligations of the Guarantor under the Guarantee will constitute unsubordinated obligations of the Guarantor.
Issuance in Series:	Notes will be issued in series (each a " Series "). Each Series may comprise one or more tranches (each a " Tranche ") issued on different issue dates. The Notes of each Series will all be subject to identical terms, whether as to currency, denomination, interest or maturity or otherwise, save that a Series may comprise Notes in bearer form and Notes in registered form and except that the issue date and the amount of the first payment of interest may be different in respect of the different Tranches. The Notes of each Tranche will all be subject to identical terms in all respects, save that a Tranche may comprise Notes of different denominations. Further Notes may be issued as part of an existing Series. For the avoidance of doubt, a Tranche that comprises VPS Notes may not also comprise Notes in bearer form or notes registered form, though it may comprise Notes in different denominations.
Issue Price:	Notes may be issued at par or at a discount or premium to par and either on a fully or partly paid basis. The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions.
Maturities:	<p>Any maturity between one month and fifty years, subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements. Minimum and maximum maturities may be subject to increase or decrease from time to time as a result of changes to applicable regulations.</p> <p>Where Notes have a maturity of less than one year and either (a) the issue proceeds are received by the Issuer in the United Kingdom or (b) the activity of issuing the Notes is carried on from an establishment maintained by the Issuer in the United Kingdom, such Notes must: (i) have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be issued only to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses; or (ii) be issued in other circumstances which do not constitute a contravention of section 19 of the Financial Services and Markets Act 2000 by the Issuer.</p>
Redemption:	Notes may be redeemable at par or at such other redemption amount (linked to an index or otherwise) as may be specified in the relevant Final Terms.
Interest:	Notes may be interest-bearing or non-interest-bearing.

Denominations:	Notes will be issued in such denominations as may be specified in the relevant Final Terms, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.
Early Redemption:	Early redemption will be permitted for taxation reasons as mentioned in " <i>Terms and Conditions of the Notes — Early Redemption or Substitution for Taxation Reasons</i> ", but will otherwise be permitted only to the extent specified in the relevant Final Terms.
Taxation:	Payments in respect of Notes will be made without withholding in respect of taxes imposed by or in the Republic of Finland or, if such taxes are required to be withheld, will be increased as mentioned in " <i>Terms and Conditions of the Notes — Taxation</i> ".
Early Redemption or Substitution for Taxation Reasons:	In the event of the imposition of withholding in respect of taxes of or in the Republic of Finland the Issuer may, without the consent of the holder of any Note, either (i) redeem the Notes of any Series or (ii) substitute an Affiliate (as defined in the Conditions) to assume its obligations in respect of such Notes, all subject to, and in the manner contemplated in, such terms and conditions.
Governing Law:	The Notes, all related contractual documentation (other than the VPS Notes which will be governed by and construed in accordance with Norwegian law) and any non-contractual obligations arising out of or in connection with any of them are governed by English law. Further, VPS Notes must comply with the Norwegian Registration of Financial Instruments Act of 15 March 2019 No. 6 (as amended from time to time) and the holders of VPS Notes will be entitled to the rights and subject to the obligations and liabilities which arise under that Act and any related regulations and liabilities.
Enforcement of Notes in Global Form:	In the case of Notes in global form, individual investors' rights will be governed by a Deed of Covenant (as defined below) and available for inspection at the specified office of the Fiscal Agent.
Clearing Systems:	Euroclear, Clearstream, Luxembourg, The Depository Trust Company, and/or any other relevant clearing system or depository specified in the relevant Final Terms, or in relation to VPS Notes, the VPS.
Ratings:	The Programme has been rated by Moody's Investors Service Limited and by S&P Global Ratings Europe Limited.
Selling Restrictions:	Restrictions on the sale of Notes and the distribution of offering material are set out under " <i>Subscription and Sale</i> " below.

RISK FACTORS

The Issuer and the Guarantor believe that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuer or the Guarantor, as applicable, to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Issuer and the Guarantor based on information currently available to it or which it may not currently be able to anticipate. Prospective investors should also read the detailed information set out elsewhere in this Offering Circular and reach their own views prior to making any investment decision.

Prospective investors should read the entire Offering Circular. Words and expressions defined in the "Terms and Conditions of the Notes" below or elsewhere in this Offering Circular have the same meanings in this section. Investing in the Notes involves certain risks. Prospective investors should consider, among other things, the following:

Risks that may affect the ability of the Issuer to fulfil its obligations under the Notes

The Group is exposed to the economic conditions in Finland and globally

The Group conducts its lending operations exclusively in Finland and its lending growth is reliant on the prospects of Finnish municipalities and municipal federations, Finnish municipality-controlled entities and housing corporations providing housing on social grounds in Finland. Therefore, the macroeconomic factors relating to Finland, and more specifically its municipalities, such as GDP, the inflation rate, interest rates, currency exchange rates and tax rates as well as unemployment, personal income and the financial situation of companies, together with various other factors, have a material impact on customer demand and margins for Group's products and services, which materially affects the Group's business, financial condition and results of operations.

Should Finland's GDP slow or decline or Finnish municipalities' relative indebtedness increase, the Group may be exposed to instability in the prospects of both its customers and their ultimate guarantors. Additionally, should any of these factors result in Finland having its credit rating downgraded, it may cause an increase in the cost of the Group's future funding transactions and thereby put further pressure on the price of any lending required by the Group's customers. As a result any of these factors relating to Finland or its municipal sector may have a material adverse effect on the Group's business, financial condition and results of operations.

On 23 June 2016 the United Kingdom voted to leave the European Union in a referendum and on 29 March 2017 the United Kingdom gave formal notice (the "**Article 50 Notice**") under Article 50 of the Treaty on European Union ("**Article 50**") of its intention to leave the European Union. The United Kingdom left the European Union on 31 January 2020 at 11pm local time ("**Brexit**"). At that time, the EU treaties ceased to apply to the United Kingdom. However, as part of the withdrawal agreement agreed between the United Kingdom and the European Union (the "**Withdrawal Agreement**"), the United Kingdom is now in an implementation period (the "**Implementation Period**") during which EU law continues to apply in the United Kingdom, and the United Kingdom continues to be a part of the EU single market, until the end of 2020 (with a possibility of extension). The terms of the United Kingdom's exit from the European Union, including the future relationship, are unclear. The Withdrawal Agreement does not in general address the future relationship between the European Union and the United Kingdom, which will be the subject of a separate agreement which has not yet been negotiated. The protracted negotiations around the United Kingdom's future relationship with the European Union and the uncertain outcome of these negotiations could adversely affect European and worldwide economic and market conditions and could contribute to instability in global financial and foreign exchange markets, including volatility in the value of the Sterling and Euro. As the Notes are subject to the jurisdiction of English courts and currently the recognition and enforcement of judgments given by English courts in Finland is based on the Recast Brussels Regulation (Regulation (EU) No. 1215/2012 of the European Parliament and of the Council of 12 December 2012), if there is no new reciprocal agreement on civil justice between the United Kingdom and the remaining member states of the European Union in place at the end of the Implementation Period, particularly when considering the United Kingdom would no longer be a party to the Lugano Convention, there will be no treaty or provisions governing the recognition and enforcement of judgments given by English courts in Finland. As a result, it is possible that a judgment entered against the Issuer in an English court may not be recognised and enforced in Finland as a matter of law without re-trial on its merits (in such event, the English court judgment would constitute circumstantial evidence of the questions of fact in the case

concerned and evidence of the governing law as applied to the matter in dispute). Moreover, a number of the Group's counterparties in capital markets transactions are based in the United Kingdom. Such counterparties may decide to transition their operations from the United Kingdom to member states of the European Union. Transitions may result in the Group having to restructure its business relationships which may result in administrative costs. The Group also has derivatives transactions cleared centrally through London Clearing House ("LCH"). It remains uncertain whether LCH will remain a recognized central counterparty for the purposes of Regulation (EU) No 648/2012, as amended. A lack of such recognition may result in significant market disruption when entities with derivatives cleared through LCH may need to transfer the transactions to another central counterparty. The aforementioned factors could have a material adverse effect on the Group's business, financial condition and results of operations.

The Group may be exposed to risks arising from the current global COVID-19 pandemic

The Group is exposed to risks arising out of the COVID-19 pandemic which began in late 2019. Governments around the world have instituted social distancing guidelines, travel bans and restrictions, quarantines and shutdowns. These measures and the uncertainty surrounding the pandemic has caused the global financial markets to experience their largest losses in over a decade despite globally coordinated efforts by central banks, such as cutting interest rates to the lowest levels in recent history, to stimulate and shield the world economy.

The ongoing pandemic will have a significant impact on the Finnish economy as has been the case around the world. In April 2020, the Ministry of Finance estimated that the Finnish economy will contract by 5.5 per cent. in 2020 and that measures introduced to contain the spread of the virus (such as restrictions on gatherings and travel) will continue to negatively impact business operations. Given the evolving nature of the pandemic, it is difficult to predict the long term impact it will have on the Finnish economy. While the Ministry of Finance predicted in April 2020 that the general government deficit will grow by roughly Euro 14 billion in 2020 which is 7.2 per cent. of GDP and will likely result in a substantial sustained deficit in the near to medium term, Finnish municipalities will bear much of the resultant costs. Municipalities are expected to experience increased costs relating to the healthcare sector while also receiving decreased tax revenues from a decline in the Finnish economy, among other things, the impact of which could lead to decreases in their creditworthiness. As the COVID-19 pandemic remains ongoing as of the date of this Offering Circular, the estimates expressed herein are subject to change. The ongoing effects of coronavirus and the measures undertaken to contain its spread could have a material adverse effect on the Group's business, financial condition and results of operations.

The Group is exposed to credit risk from its counterparties on financial instruments

The Group manages its interest rate risk, its currency risk and its financial position as a whole by entering into derivative transactions with financial institutions and through short-term placements of cash and current account balances with financial institutions. The Group's lending is denominated in euros although at 31 December 2019 the Group had bonds outstanding denominated in several different currencies. However, the Group hedges against foreign exchange rate risks by using derivative contracts to translate foreign currency denominated funding into euros. Also, while the Group's lending and funding bears both floating and fixed interest rates, the Group hedges its fixed interest rate exposure to floating rate. Derivative contracts are also used to hedge against other market risks. As a result of these activities, the Group had derivative contracts with a nominal value of Euro 64.8 billion as at 31 December 2019.

The Group's ability to engage in derivatives transactions could be adversely affected by the actions and commercial soundness of financial institutions who are its hedge counterparties. Derivative contracts and deposit arrangements expose the Group to credit risk in the event of a default by its counterparty. Defaults or non-performance by counterparties or a deterioration in the credit standing of its contractual counterparties may have a material adverse effect on the Issuer's financial condition and results of operations.

The Group's importance among its customers may decline

As a result of the global credit crisis, many of the other market players that have offered services to the Group's customers over the last several years were not able to lend at the rates, volumes and maturities that they had prior to the global credit crisis. Currently the most active market players are certain supranational banks. Also, as some of the Group's clients have shifted their borrowing into shorter maturities, it has allowed some commercial banks to be more active in the market. Should the other market players be able

to match or beat the Group's pricing, the Group may suffer a decline in both the volume of loans it makes and its margins, which may have a material adverse effect on its business, financial condition and results of operations.

The proposed Finnish social and healthcare system reform may adversely affect the Group

In the course of its term from 2015 to March 2019, the Finnish government's objective was to implement a substantial reform related to the Finnish social and healthcare system. The reform included plans to establish independent autonomous regions, separate from municipalities, to oversee tasks related to social and healthcare services. Currently, municipalities are responsible for providing these services and the Issuer, as a financier of the municipal sector, has been a lender of a substantial amount of the related funding needs.

Preparations for the implementation of the reform were discontinued and the Finnish government resigned on 8 March 2019. A new government was formed in Finland in June 2019 and it has continued the preparation of these health and social services reforms. Given that the reform has yet to be agreed and implemented, uncertainty related to investments in health and social services persists in municipalities and hospital districts. While the outcome of the potential reform might potentially have an effect on the Group's volumes and financial results in the future, the Group does not expect its results of operations or financial condition in 2020 to be materially impacted by the reform. The Group is actively following the development of the potential reform.

Increased capital requirements and standards

Regulation and supervision of the global financial system remains a priority for governments and supranational organisations.

At the international level, a number of initiatives are being implemented with the aim of increasing capital requirements, increasing the quantity and quality of capital and raising liquidity levels in the financial institutions sector. Among these are a number of specific measures proposed by the Basel Committee on Banking Supervision (the "**Basel Committee**") which are being implemented by the European Union.

The Basel Committee issued a comprehensive set of reform measures in December 2010 ("**Basel III**"). The aim of the framework is to improve the ability of credit institutions to absorb shocks arising from financial and economic stress, improve risk management and governance and strengthen credit institutions' transparency and disclosures. The framework is intended to raise both the quality and quantity of the capital base and increases capital requirements for certain exposures. The minimum requirements for capital will be underpinned by a leverage ratio that serves as a backstop to the risk-based capital measures. In addition to the minimum requirements, there are also buffer requirements in the form of both a capital conservation buffer and a countercyclical capital buffer, as well as additional capital buffers for institutions of systemic importance, which may be on a global, European or domestic basis. The framework also introduces internationally harmonised minimum requirements for liquidity risk. The regulatory framework will continue to evolve and any resulting changes could have a material impact on the business of the Issuer and the Group.

Following the Basel III guidelines, the EU level implementation is based on two legislative instruments: a directly applicable European Parliament and Council Regulation establishing the prudential requirements for credit institutions and investment firms (Regulation (EU) No 575/2013, known as the Capital Requirements Regulation or "**CRR**" or "**CRD IV Regulation**") and a European Council Directive (through an amendment of Directive 2002/87/EC) governing access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms (known as "**CRD IV**"). The CRD IV Regulation has been directly effective in Finland since 1 January 2014, while CRD IV was implemented in Finland through the Finnish Act on Credit Institutions (610/2014, as amended) (in Finnish *laki luottolaitostoiminnasta*), (the "**Act on Credit Institutions**"), which came into force on 15 August 2014. The CRD IV Regulation and CRD IV are both supported by a set of binding technical standards developed by the European Banking Authority (the "**EBA**"). For further information, see "*Minimum requirement for own funds and eligible liabilities under the BRRD*".

The capital adequacy framework includes minimum capital requirements for the components in the capital base with the highest quality: common equity tier 1 ("**CET1**") capital must be at least 4.5 per cent. of risk weighted assets at all times and tier 1 capital 6.0 per cent. The minimum total capital (or 'own funds')

requirement (tier 1 capital plus tier 2 capital) is 8.0 per cent. of risk weighted assets. In addition to the minimum capital requirements, CRD IV includes further capital buffer requirements that are required to be satisfied with common equity tier 1 capital. It includes five capital buffers: (i) the capital conservation buffer, (ii) the countercyclical buffer, (iii) the global systemically important institutions buffer, (iv) the other systemically important institutions buffer and (v) the systemic risk buffer. Certain of these buffers may be applicable to the Issuer and the Group as determined by the Finanssivalvonta (or the Financial Supervisory Authority) ("**FIN-FSA**") or the European Central Bank ("**ECB**"). Breach of the combined buffer requirements will result in restrictions on certain capital distributions by the bank, for example, dividend and coupon payments on CET1 and tier 1 capital instruments. The Finnish authorities have implemented the higher capital requirements resulting from the implementation of the CRD IV Regulation and CRD IV as soon as possible, without any phasing-in period, to the extent permitted. In June 2018 the FIN-FSA decided to revise the additional capital requirement (O-SII) on the Group from 1 per cent. to 0.5 per cent., effective 1 January 2019. The FIN-FSA also decided to impose a systemic risk buffer requirement of 1.5 per cent. on MuniFin on the basis of the structural characteristics of the financial system. The systemic risk buffer requirement became effective on 1 July 2019, and in June 2019 it was resolved to also be applicable from 1 July 2020 onwards. The systemic risk buffer is covered by CET1 capital. The systemic risk buffer and the O-SII additional capital requirement are parallel buffers, of which the greater is applied. However, on 6 April 2020 the FIN-FSA updated capital requirements applicable to all significant credit institutions in Finland and decided to remove the systemic risk buffer requirement. The aim of this action was to mitigate the negative effects of the coronavirus pandemic on the stability of financial markets and on credit institutions' ability to finance the economy. Consequently, the removal of the systemic risk buffer requirement is expected to be temporary.

In respect of liquidity requirements, the Basel Committee has supplemented their principles for sound liquidity risk management and supervision by fortifying their liquidity recommendations. The Basel Committee introduced two liquidity ratios for credit institutions. In order to improve the short-term payment capabilities of financial institutions, a liquidity coverage ratio ("**LCR**") was implemented in 2015, pursuant to which the liquidity buffer comprised of high quality liquid assets ("**HQLA**") must amount to at least 100 per cent. of the stress-tested amount of monthly net cash outflows. In line with Basel III, the CRD IV Regulation imposes a liquidity coverage requirement on credit institutions to improve the resilience of credit institutions to liquidity risks over a short-term period (i.e. thirty days). The general liquidity coverage requirement is set out in Article 412 of the CRD IV Regulation. Furthermore, on 10 October 2014, the European Commission published a Commission Delegated Regulation (EU) 2015/61 ("**Delegated Regulation**") to supplement CRD IV Regulation with regard to the liquidity coverage requirement for credit institutions. Finnish credit institutions must comply with the liquidity requirements set forth in the CRR and as further specified by the Delegated Regulation. The liquidity coverage requirements laid down in the Delegated Regulation entered into force in phases from 1 October 2015 in accordance with Article 460(2) of the CRD IV Regulation (starting with a minimum of 60 per cent. from 1 October 2015 rising to 100 per cent. on 1 January 2018).

Furthermore, the Basel Committee has developed the Net Stable Funding Ratio (the "**NSFR**") which aims to ensure that a firm has an acceptable amount of stable funding to support its assets and activities over a one year horizon. The NSFR was scheduled, by the Basel Committee, to enter into force in 2018 without a phase-in period. The NSFR requirement included in the CRR II will become applicable in June 2021. The Issuer may need to make some adjustments to its funding and lending operations based on the NSFR which may have an impact on the financial position and profitability of the Issuer or the Group.

On 23 November 2016, the European Commission presented a comprehensive package of reforms to further strengthen the resilience of EU banks which proposals included, among others, reform of the CRR and CRD (together, the "**CRR II and CRD V Package**"). The CRR II and CRD V Package introduced, among other things, (i) a draft amending directive to facilitate the creation of a new asset class of "non-preferred" senior debt (the "**Creditor Hierarchy Directive**") and (ii) phase-in arrangements for the regulatory capital impact of IFRS 9 and the ongoing interaction of IFRS 9 with the regulatory framework, which were subsequently updated with final compromise texts published by the European Commission. The banking package covers multiple areas, including the pillar 2 framework, leverage ratio, mandatory restrictions on distributions, permission for reducing own funds, eligible liabilities and macro-prudential tools, the framework for MREL and the integration of the TLAC standard into EU legislation. The CRR II and CRD V Package was published in the Official Journal on 7 June 2019 and the initial elements entered into force on 27 June 2019 although the majority of the rules will be applicable from June 2021.

The Basel III framework also includes an enhanced leverage ratio requirement. As at 31 December 2019, the Group's leverage ratio calculated under the Basel III Standards/CRD IV Regulation was 4.0 per cent. compared to the prescribed minimum threshold of 3 per cent. set under Basel III/CRD IV Regulation. To ensure compliance with the leverage ratio requirement the Issuer raised additional Tier 1 capital in September 2015 through an issuance of Euro 350 million Additional Tier 1 securities (the "**AT1 Securities**"), although compliance with the leverage ratio is not required until 2021. In addition to the AT1 Securities, in order to increase the Issuer's Tier 1 capital, the Issuer has decided to focus on increasing its profitability from 2011 and from 2011 until 2017 the Issuer's shareholders elected not to distribute dividends for the Issuer to allow profits to be transferred to retained earnings (thereby improving Tier 1 capital). In 2018, 2019 and 2020 the Issuer distributed a moderate dividend (Euro 6.25 million) as the Issuer had met the current prescribed minimum threshold of the leverage ratio and other prudential capital requirements (with the remaining profit transferred to retained earnings). Although the Group believes that these measures will be sufficient to keep its Tier 1 capital above the leverage ratio requirement, there can be no assurance that this will occur. The CRR II, which will become applicable in June 2021, has introduced a new category of credit institutions, namely public development credit institutions, and sets out criteria based on which an institution can be considered a public development credit institution. If a credit institution meets such criteria and accordingly constitutes a public development credit institution, it can, for the purposes of calculating the leverage ratio, deduct exposures arising from assets that constitute claims on central governments, regional governments, local authorities or public sector entities in relation to public sector investments and promotional loans. According to the Issuer's self-assessment, it meets the criteria of a public development credit institution and accordingly it may in the future make such deductions in calculating its leverage ratio.

Requirements pertaining to capital adequacy and liquidity adopted in Finland may change, whether as a result of further changes to CRD IV agreed by EU legislators, binding regulatory technical standards to be developed by the EBA or changes to the way in which the FIN-FSA or ECB interprets and applies these requirements to Finnish financial institutions (including as regards individual model approvals granted under CRD II and III). Any changes brought about by changes in the CRD IV requirements may have an impact on the financial position and profitability of the Issuer or the Group.

For the foregoing reasons, the Issuer and the Group may need to raise additional capital in the future. Such capital, whether in the form of debt financing, hybrid capital or additional equity, may not be available on attractive terms, or at all. The Issuer is unable to predict what regulatory requirements may be imposed in the future or accurately estimate the impact that any currently proposed regulatory changes may have on its business and the values of its assets. For example, if the Issuer or Group is unable to increase its capital to the required levels, it may be required to reduce the amount of its risk-weighted assets and engage in the disposition of businesses or assets, which may not occur on a timely basis or achieve prices which would otherwise be attractive to the Group. Any change that limits the Issuer or Group's ability to manage effectively its financial position and capital resources going forward or to access funding sources, may have a material adverse effect on their business, financial condition, regulatory capital position and liquidity.

The Issuer may be subject to statutory resolution

To complement the CRD IV Regulation and CRD IV legislative package, on 2 July 2014 the directive providing for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms (Directive 2014/59/EU) (known as the Bank Recovery and Resolution Directive or "**BRRD**") entered into force. The BRRD is designed to provide authorities with a harmonised set of tools and powers to intervene sufficiently early and quickly in an unsound or failing institution so as to ensure the continuity of the institution's critical financial and economic functions, while minimising the impact of an institution's failure on the economy and financial system.

The BRRD requires, *inter alia*, that EU credit institutions produce and maintain recovery plans setting out the arrangements that may be taken to restore the long-term viability of the institution in the event of a material deterioration of its financial position. National competent authorities will be required to prepare resolution plans setting out how an institution might be resolved in an orderly fashion and its essential functions preserved, if it were to fail. This includes the potential application of the resolution tools and powers referred to below as well as options for ensuring the continuity of critical functions.

The BRRD has been implemented in Finland through the Act on Resolution of Credit Institutions and Investment Firms (1194/2014, as amended) (in Finnish: *laki luottolaitosten ja sijoituspalveluyritysten kriisinhaltokaisusta*), (the "**Resolution Act**") and the Act on Financial Stability Authority (1195/2014, as

amended) (in Finnish: *laki rahoitusvakausviranomaisesta*). The latter regulates the Finnish Financial Stability Authority (the "FFSA"), which will be the national resolution authority.

The licensing of credit institutions and the supervision of the most significant banks and financial groups in the Eurozone were transferred to the ECB as of 4 November 2014 in the context of the Single Supervisory Mechanism ("SSM"). Furthermore, the European Union has adopted a directly applicable regulation governing the resolution of the most significant financial institutions in the Eurozone, i.e. a regulation establishing a Single Resolution Mechanism for them (806/2014, "**SRM Regulation**"). The SRM Regulation establishes a single European resolution board (consisting of representatives from the ECB, the European Commission and the relevant national resolution authorities) (the "**SRB**") having resolution powers over the entities that are subject to the SRM Regulation, thus replacing or exceeding the powers of the national resolution authorities.

In 2015 the Issuer was named as an other systemically significant financial institution in Finland. The Issuer is also subject to the SRM Regulation, and at the start of 2016 supervision of the Issuer was transferred to the ECB in accordance with SSM.

In addition, credit institutions are generally required to draw up recovery plans or living wills to secure continuation of business in financial distress. These plans must include options for measures to restore the financial viability of the institution, and they must be updated yearly and submitted to the supervisory authorities. The Issuer is under the supervision of the ECB and the FIN-FSA in the form of the Joint Supervisory Team ("**JST**"). In the context of the legislation, the supervisory authorities are empowered to apply early intervention tools to banks and investment firms if the supervisory authority has reasons to believe that the institution will fail its licensing conditions or obligations under the CRD IV Regulation within a twelve month period. The supervisory authorities' early intervention tools include, *inter alia*, the ability to require the management of an institution to implement measures included in the living will, to convene a general meeting of shareholders to take decisions relating to the recovery process, to require removal of members of the management and to require changes to the legal and financial structure of the institution. The Issuer's Board of Directors has approved the Issuer's recovery plan which will be updated annually. The recovery plan and any updates of it are being submitted to all the relevant authorities, the JST, the FFSA and the SRB.

Pursuant to the Resolution Act, the SRB shall draw up and adopt a resolution plan for institutions subject to its powers, which includes the Issuer. The resolution plan must be ready for execution in the event that the institution in question has to be placed into a resolution process. The Resolution Act vests the SRB with resolution powers and tools as provided in the BRRD. The resolution tools are intended to be used prior to the point at which any insolvency proceedings with respect to the relevant institution could have been initiated and the SRB will only be permitted to use resolution powers and tools in relation to an institution if it determines that all the conditions for resolution are satisfied. These conditions are (a) the determination that the institution is failing or likely to fail (the "failure condition"); (b) there is no reasonable prospect that any solution, other than a resolution action taken in respect of the institution, would prevent the failure of the institution within a reasonable timeframe (the "no alternative condition"), and (c) intervention through resolution action is necessary in the public interest (the "public interest condition"). The SRB has adopted a resolution plan for the Group.

During a resolution process, an institution such as the Issuer could be subject to a number of resolution tools: mandatory write-down of debts or conversion of debts into equity ("bail-in", as further described below), sale of business, transfer of all or part of the business to a bridge institution and asset separation. To continue the operations of the institution, the SRB has the power to decide to reduce the value of the institution's share capital or cancel its shares to cover losses. This reduction in value or cancellation is a precondition for any support from a newly established resolution fund administered by the SRB.

Bail-in tool under BRRD

A bail-in tool (which comprises a general power for resolution authorities to write-down the claims of certain unsecured creditors (which may include holders of Notes) of a failing institution or to convert such debt claims to equity, which may itself be subject to subsequent write-down) was required to be implemented under the BRRD by 1 January 2016 at the latest. The Resolution Act includes the bail-in tool which was implemented in Finland as of 1 January 2015. The bail-in tool can be used to recapitalise an institution that is failing or about to fail, allowing authorities to restructure it through the resolution process and restore its viability after reorganisation and restructuring. The bail-in tool could be used to impose

losses on holders of Notes by effecting the cancellation of all, or a portion, of the principal amount of, interest on, or any other amounts payable on, the Notes, and/or the conversion of all or a portion of the principal amount of, interest on, or any other amounts payable on the Notes into shares or other securities or other obligations of the Issuer or another person, including by means of a variation to the terms of the Notes, to give effect to the exercise by the relevant resolution authority of such bail-in tool.

In the Guarantee, MGB has guaranteed the payment of the principal amount of the Notes issued under the Programme together with any accrued penalty interest thereof. Pursuant to article 44, paragraph 2 of BRRD and the respective implementing provision of the Resolution Act, the SRB shall not exercise write-down or conversion powers in relation to secured liabilities, to the extent that the fair value of the secured collateral covers the amount of the outstanding debt. The BRRD defines secured liability to mean a liability where the right of the creditor to payment or other form of performance is secured by a charge, pledge or lien, or collateral arrangements including liabilities arising from repurchase transactions and other title transfer collateral arrangements. Due to the discrepancy between the Finnish and English language definitions of the secured liability in the BRRD and the ambiguity of the Resolution Act in this respect, the guarantee by the MGB could be interpreted in a way that the Notes issued under the Programme would not constitute secured liabilities under the BRRD. This may result in Holders of Notes losing some or all of their investment.

Effect of resolution powers under the Resolution Act, BRRD and SRM Regulation

The powers set out in the Resolution Act, BRRD and the SRM Regulation will impact how Finnish credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors. There remains uncertainty regarding how the new Finnish resolution legislation would affect the Issuer, the Group and the Notes. The Notes may be subject to the bail-in powers and could be written down or converted into equity as part of a resolution process. The exercise of any power under the Resolution Act, BRRD or SRM Regulation or any suggestion of such exercise could materially adversely affect the rights of Holders, the price or value of the Notes and/or the ability of the Issuer to satisfy its obligations under the Notes. Until the new regulations take full effect, the Issuer cannot predict the precise effects of the resolutions powers, including the bail-in power and the write-down and conversion power, on the Notes. Prospective investors in the Notes should consult their own advisors as to the consequences of the Resolution Act, BRRD and SRM Regulation.

Minimum requirement for own funds and eligible liabilities under the BRRD

To ensure that institutions always have sufficient loss-absorbing capacity, the BRRD requires institutions to maintain at all times a sufficient aggregate amount of own funds (as defined in Article 4(1)(118) of the CRD IV Regulation) and "eligible liabilities" (namely, liabilities and other instruments that do not qualify as Tier 1 or Tier 2 capital and that may be bailed-in using the bail-in tool). This is known as the minimum requirement for eligible liabilities ("MREL"). In order to ensure the effectiveness of bail-in and other resolution tools introduced by the BRRD, the BRRD requires that all institutions must meet an individual MREL requirement, calculated as a percentage of total liabilities and own funds and set by the relevant resolution authorities.

Each resolution authority is required to make a separate determination of the appropriate MREL requirement for each resolution group within its jurisdiction, depending on the resolvability, risk profile, systemic importance and other characteristics of each institution. At the date of this Offering Circular, the SRB has not set a binding MREL requirement in respect of the Group. In the event SRB sets MREL requirements in respect of the Group on a later date and depending on the extent of the MREL requirements, it is possible that the Issuer or the Group may have to issue a significant amount of additional eligible liabilities in order to meet such requirements within the required timeframes. If the Group was to experience difficulties in raising eligible liabilities, it may have to reduce its lending or investments in other operations.

On 23 November 2016, the European Commission published legislative proposals for amendments to the CRR, the CRD IV, the BRRD and the Single Resolution Mechanism Regulation and proposed an amending directive to facilitate the creation of a new asset class of "non-preferred" senior debt (the "**November 2016 Proposals**"). The November 2016 Proposals also included (i) a draft amending directive to facilitate the creation of a new asset class of "non-preferred" senior debt which was published in final form on 12 December 2017 (the "**Insolvency Hierarchy Directive**") and (ii) phase-in arrangements for the regulatory capital impact of IFRS 9 and the ongoing interaction of IFRS 9 with the regulatory framework, which have subsequently been updated with final compromise texts published by the European Commission on 13

November 2017 (together with the November 2016 Proposals, the “**Commission Proposals**”). The Commission Proposals cover multiple areas, including the pillar 2 framework, the leverage ratio, mandatory restrictions on distributions, permission for reducing own funds and eligible liabilities and macro-prudential tools, and the Insolvency Hierarchy Directive creates a new category of “non-preferred” senior debt, the framework for MREL and the integration of the TLAC standard into EU legislation. The Insolvency Hierarchy Directive was implemented as a matter of domestic law in Finland in November 2018.

On 25 May 2018, the Council of the European Union agreed its stance on the November 2016 Proposals and asked the presidency to start negotiations with the European Parliament. The European Parliament confirmed its position on the EU Banking Reforms at its June 2018 plenary. The European Parliament and Council of the European Union reached agreement on the main elements of the EU Banking Reforms in late 2018, which were endorsed by the Committee of Permanent Representatives (“**COREPER**”) on 30 November 2018 and approved by the Economic and Financial Affairs Council on 4 December 2018. In February 2019, COREPER endorsed the positions agreed with the European Parliament on all elements of the EU Banking Reforms. The November 2016 Proposals were adopted by the European Parliament on 16 April 2019 and by the European Council on 14 May 2019. Consequently, they were published in the Official Journal of the European Union on 7 June 2019 and entered into force on June 27 2019. The majority of the rules are expected to apply from 18 months after that date, however, the principal rules brought into force by the amended CRR shall apply from two years after that date. Although negotiations have now concluded it remains difficult to predict how Commission Proposals will affect the Issuer or holders of the Notes.

Additionally, as part of the Supervisory Review and Evaluation Process the ECB has imposed an additional Pillar II capital requirement (“**P2R**”) on the Group, which has been effective from 1 January 2017. In November 2019, the ECB confirmed that it will maintain the Group's P2R requirement which amounts to 2.25 per cent. The additional capital requirement is evaluated by the ECB at least annually and the minimum level of overall capital adequacy on the date of this Offering Circular is 13.41 per cent. For the year ended 31 December 2019, the Group's CET1 capital adequacy was 83.10 per cent. If the Group were to experience difficulties in meeting the requisite capital requirements, such difficulties may have an effect on the Issuer's maximum distributable amount and profitability due to the adjustments needed to the structure of funding and liquidity portfolio.

The Group may be adversely affected by other changes in regulation

In addition to the risks highlighted above in relation to regulatory capital, the Group may be adversely affected by other changes in regulation. As a financial institution, the Group is subject to extensive laws and regulations, administrative actions and policies that are subject to change and may from time to time require significant costs to comply with. These and other future regulatory changes could have a material adverse effect on the Group's business, financial condition and results of operations.

The value of the Group's liquidity portfolio may decline

The Group manages a significant liquidity buffer to meet its future needs and seeks to maintain liquidity for at least twelve months of undisturbed operation including accounting for new lending. In addition to this survival horizon metric, the Group plans its liquidity position so that its required LCR threshold is met on a daily basis. Because the Group front-loads much of its funding needs, the Group has significant amounts of fixed income and money market assets in its liquidity portfolio. The low credit risk of the investments and the stability of its valuations are two of the most important criteria when the Group manages its liquidity portfolio. The Group's investment operations objective is to manage the investment assets by investing them securely with sufficient return to ensure that the Group's liquidity enables it to continue flexible lending operations under all market conditions. As a result, the Group maintains a high proportion of liquid funds. As at 31 December 2019, the Group had Euro 4,922 million (2018: Euro 5,146 million) of debt securities in its long term liquidity portfolio. In addition to this, the Group had Euro 4,960 million in other investments (2018: Euro 3,576 million), of which Euro 4,936 million was in central bank deposits (2018: Euro 3,554 million) and Euro 24 million in money market deposits in credit institutions (2018: Euro 22 million). The Group monitors the liquidity of markets and products on a continuous basis. In addition, established market standards are observed when derivative contracts are made. The market values of almost all debt securities valued at fair value are calculated based on quotations received from the market. For the remaining debt securities, the market value is calculated using other market information. However, should there be a decline in the market value of any debt security due to a material adverse event on the issuer, or in the market of the issuer, for which such securities are held, the Group may be unable to

recover its original investment in such security. This could lead to losses which could have a material adverse effect on the Group's business, financial condition and results of operations.

Risks that may affect the ability of the Guarantor to fulfil its obligations under the Guarantee

The Guarantor may not be able to fund its guarantee on a timely basis

The expenses of the Municipal Guarantee Board are mostly covered by income from guarantee commissions. As at 31 December 2019, MGB had Euro 21.9 million in total assets. In addition at the date of this Offering Circular, the Municipal Guarantee Board has a liquidity back-up facility from an independent third party of an amount equal to Euro 200 million to secure its liquidity. As a result, the total amount of Notes, together with other indebtedness guaranteed by MGB, is greater than the assets and back-up facilities of the Guarantor. However, any expenses or obligations that cannot be otherwise covered are the responsibility of member municipalities in Finland in proportion to their population at the preceding year-end, as specified in the (Finnish) Population Data Act. In addition, the Guarantor has the ability to seek funding in excess of the proportional requirement from the municipalities on a short term basis. The Guarantor can collect guarantee premiums on the guarantees granted by the Guarantor and the required contributions of member municipalities without a court decision using an execution decree in the form required in the Act on the Collection of Taxes and Charges (706/2007 as amended)(In Finnish: *laki verojen ja maksujen täytäntöönpanosta*). However, no assurance can be made that the Guarantor would be able to receive any necessary additional funds from the participating municipalities in a timely manner, or prior to a default.

Global economic conditions

Holders of Notes should be aware that global credit market conditions could have a material adverse effect on the results of operations and financial condition of the Issuer or the Guarantor. In particular, adverse changes in the global credit markets may adversely affect the borrowing capacity and the cost of borrowing of the Issuer and the Guarantor.

Risks related to the structure of a particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

Notes subject to optional redemption by the Issuer

An optional redemption feature of Notes is likely to limit their market value. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period. The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate.

Index Linked Notes and Dual Currency Notes

The Issuer may issue Notes with principal or interest determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each a "**Relevant Factor**"). In addition, the Issuer may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

- (i) the market price of such Notes may be volatile;
- (ii) they may receive no interest;
- (iii) payment of principal or interest may occur at a different time or in a different currency than expected;
- (iv) they may lose all or a substantial portion of their principal;

- (v) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- (vi) if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified; and
- (vii) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

Partly-paid Notes

The Issuer may issue Notes where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of his investment.

Variable rate Notes with a multiplier or other leverage factor

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

Inverse Floating Rate Notes

Inverse Floating Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR. The market values of those Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Where the Issuer has the right to effect such a conversion, this will affect the secondary market and the market value of the Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate in such circumstances, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing rates on its Notes.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Risks relating to Notes which are linked to "benchmarks"

The London Interbank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**") and other interest rate or other types of rates and indices which are deemed to be "benchmarks" are the subject of ongoing national and international regulatory discussions and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. The Benchmark Regulation was published in the Official Journal of the European Union on 29 June 2016 and has applied from 1 January 2018 (with the exception of provisions specified in Article 59 (mainly on critical benchmarks) that have applied since 30 June 2016). The Benchmark Regulation could have a material impact on any Notes linked to LIBOR, EURIBOR or another "benchmark" rate or index, in particular, if the methodology or other terms of the "benchmark" are changed in order to comply with the terms of the Benchmark Regulation, and such changes

could (amongst other things) have the effect of reducing or increasing the rate or level, or affecting the volatility of the published rate or level, of the benchmark. In addition, the Benchmark Regulation stipulates that each administrator of a "benchmark" regulated thereunder must be licensed by the competent authority of the Member State where such administrator is located. There is a risk that administrators of certain "benchmarks" will fail to obtain a necessary licence, preventing them from continuing to provide such "benchmarks". Other administrators may cease to administer certain "benchmarks" because of the additional costs of compliance with the Benchmark Regulation and other applicable regulations, and the risks associated therewith. There is also a risk that certain benchmarks may continue to be administered but may in time become obsolete. As an example of such benchmark reforms, on 27 July 2017, the UK Financial Conduct Authority (the "FCA") announced that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after 2021 (the "FCA Announcement"). The FCA Announcement indicates that the continuation of LIBOR on the current basis (or at all) cannot and will not be guaranteed after 2021 and that planning a transition to alternative reference rates that are based firmly on transactions, such as reformed the Secured Overnight Financing Rate ("SOFR") or the Sterling Over Night Index Average ("SONIA"), must begin.

On 21 September 2017, the European Central Bank announced that it would be part of a new working group tasked with the identification and adoption of a "risk free overnight rate" which can serve as a basis for an alternative to current benchmarks used in a variety of financial instruments and contracts in the euro area. The group recommended on 13 September 2018 that the euro short-term rate (€STR) be used as the risk-free rate for the euro area and is now focused on supporting the market with transitioning. €STR was first published on 2 October 2019. In addition, on 21 January 2019, the euro risk free rate working group published a set of guiding principles for fallback provisions in the new euro denominated cash products (including bonds). The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts may increase the risk to the euro area financial system.

Following the implementation of any such potential reforms, the manner of administration of benchmarks may change, with the result that they may perform differently than in the past, or the benchmark could be eliminated entirely, or there could be other consequences that cannot be predicted. The elimination of the LIBOR benchmark or any other benchmark, or changes in the manner of administration of any benchmark, could require or result in an adjustment to the interest calculation provisions of the Conditions (as further described in Condition 6E (*Benchmark Replacement*)), or result in adverse consequences to holders of any securities linked to such benchmark (including but not limited to Floating Rate Notes whose interest rates are linked to LIBOR or any other such benchmark that is subject to reform). Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of alternative reference rates and as to potential changes to such benchmark may adversely affect such benchmark during the term of the relevant Notes, the return on the relevant Notes and the trading market for securities based on the same benchmark.

The "Terms and Conditions of the Notes" set out below provide for certain fallback arrangements in the event that a published benchmark, such as LIBOR, (including any page on which such benchmark may be published (or any successor service)) becomes unavailable, including the possibility that the rate of interest could be set by reference to a reference bond rate, a successor rate or an alternative reference rate and that such successor rate or alternative reference rate may be adjusted (if required) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of the relevant benchmark. In certain circumstances the ultimate fallback of interest for a particular Interest Period may result in the rate of interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page. In addition, due to the uncertainty concerning the availability of successor rates and alternative reference rates and the involvement of an Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time.

Any such consequences could have a material adverse effect on the value of and return on any such Notes or notes that the Group had issued both prior to and following the implementation of the fallback arrangements provided for in the "Terms and Conditions of the Notes". Moreover, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could affect the ability of the Issuer to meet its obligations under the Floating Rate Notes or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Floating Rate Notes. Investors should consider these matters when making their investment decision with respect to the relevant Floating Rate Notes.

The market continues to develop in relation to Notes that reference SONIA and SOFR

On 29 November 2017, the Bank of England and the FCA announced that the Bank of England's Working Group on Sterling Risk-Free Rates had been mandated with implementing a broad-based transition to SONIA over the following four years across sterling bond, loan and derivatives markets, so that SONIA is established as the primary sterling interest rate benchmark by the end of 2021. Investors should be aware that the market continues to develop in relation to SONIA as a reference rate in the capital markets and its adoption as an alternative to Sterling LIBOR. In particular, market participants and relevant working groups are exploring alternative reference rates based on SONIA, including term SONIA reference rates (which seek to measure the market's forward expectation of an average SONIA rate over a designated term).

SOFR is published by the Federal Reserve Bank of New York (the "**Federal Reserve**") and is intended to be a broad measure of the cost of borrowing cash overnight collateralised by Treasury securities and a current preferred replacement rate to U.S. LIBOR. The Federal Reserve notes on its publication page for SOFR that the Federal Reserve may alter the methods of calculation, publication schedule, rate revision practices or availability of SOFR at any time without notice.

The market or a significant part thereof may adopt an application of SONIA and/or SOFR that differs significantly from that set out in the Conditions and used in relation to Notes that reference a SONIA or SOFR rate issued under this Programme. The Issuer may in the future also issue Notes referencing SONIA or SOFR that differ materially in terms of interest determination when compared with any previous SONIA or SOFR referenced Notes issued by it under the Programme. The development of SONIA and SOFR as interest reference rates for the Eurobond markets, as well as continued development of SONIA and SOFR-based rates for such markets and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of any SONIA or SOFR-referenced Notes issued under the Programme from time to time.

Furthermore, interest on Notes which reference SONIA or SOFR is only capable of being determined at the end of the relevant Applicable/Observation Period and immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Notes which reference SONIA or SOFR to estimate reliably the amount of interest which will be payable on such Notes, and some investors may be unable or unwilling to trade such Notes without changes to their IT systems, both of which could adversely impact the liquidity of such Notes. Further, in contrast to LIBOR-linked Notes, if Notes referencing SONIA or SOFR become due and payable as a result of an event of default under Condition 8 (*Events of Default*), the rate of interest payable for the final Interest Period in respect of such Notes shall only be determined immediately prior to the date on which the Notes become due and payable and shall not be reset thereafter.

In addition, the manner of adoption or application of SONIA or SOFR reference rates in the Eurobond markets may differ materially compared with the application and adoption of SONIA or SOFR in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of SONIA or SOFR reference rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing SONIA or SOFR.

Since both SONIA and SOFR are relatively new market indices, Notes linked to SONIA or SOFR may have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities indexed to SONIA or SOFR, such as the spread over the index reflected in interest rate provisions, may evolve over time, and trading prices of such Notes may be lower than those of later-issued indexed debt securities as a result. Further, if SONIA or SOFR do not prove to be widely used in securities like the Notes, the trading price of such Notes linked to SONIA or SOFR may be lower than those of Notes linked to indices that are more widely used. Investors in such Notes may not be able to sell such Notes at all or may not be able to sell such Notes at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk. There can also be no guarantee that SONIA and/or SOFR will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in Notes referencing SONIA and/or SOFR, as the case may be. If the manner in which SONIA or SOFR is calculated is changed, that change may result in a reduction of the amount of interest payable on such Notes and the trading prices of such Notes.

Risk relating to the Notes

Set out below is a brief description of certain risks relating to the Notes generally:

Modification, waivers and substitution

The conditions of the Notes contain provisions for calling meetings of Holders of the Notes to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Holders of the Notes including Holders of the Notes who did not attend and vote at the relevant meeting and Holders of the Notes who voted in a manner contrary to the majority.

Change of law

The conditions of the Notes are based on English law in effect as at the date of this Offering Circular except for VPS Notes, which are governed by Norwegian law. No assurance can be given as to the impact of any possible judicial decision or change to English law, Norwegian law (in the case of VPS Notes) or administrative practice or the applications thereof after the date of this Offering Circular.

Trading in the clearing systems

The terms and conditions of the Notes may provide that Notes will be issued with a minimum denomination and integral multiples of an amount in excess thereof which are smaller than the minimum denomination. Where Notes are traded in a clearing system, it is possible that the clearing systems may process trades which could result in amounts being held in denominations smaller than the minimum denominations specified in the relevant Final Terms or Drawdown Offering Circular related to an issue of Notes.

If definitive Notes are required to be issued in relation to such Notes in accordance with the provisions of the terms of the relevant Global Notes, a holder who does not have a principal amount of Notes at least equal to the minimum denomination in his account with the relevant clearing system at the relevant time may not receive all of his entitlement in the form of definitive Notes unless and until such time as his holding becomes at least equal to the minimum denomination.

The Notes may be redeemed prior to maturity

Unless in the case of any particular Tranche of Notes the relevant Final Terms specify otherwise, in the event that the Issuer or the Guarantor would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Republic of Finland or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may redeem all outstanding Notes in accordance with the Conditions.

In addition, if in the case of any particular Tranche of Notes the relevant Final Terms specify that the Notes are redeemable at the Issuer's option in certain other circumstances the Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes.

Because the Global Notes are held by or on behalf of Euroclear and Clearstream, Luxembourg, and/or DTC, investors will have to rely on their procedures for transfer, payment and communication with the Issuer and/or the Guarantor.

Notes issued under the Programme may be represented by one or more Global Notes. Such Global Notes will be deposited with a common depository or a common safekeeper for Euroclear and Clearstream, Luxembourg or with or on behalf of DTC. Except in the circumstances described in the relevant Global Note, investors will not be entitled to receive definitive Notes. Euroclear, Clearstream, Luxembourg and/or DTC will maintain records of the beneficial interests in the Global Notes. While the Notes are represented by one or more Global Notes, investors will be able to trade their beneficial interests only through Euroclear and/or Clearstream, Luxembourg and/or DTC.

While the Notes are represented by one or more Global Notes the Issuer and the Guarantor will discharge their payment obligations under the Notes by making payments to or to the order of the common depository or common safekeeper (as applicable) for Euroclear and Clearstream, Luxembourg or to DTC or a nominee

thereof for distribution to their account holders. A holder of a beneficial interest in a Global Note must rely on the procedures of Euroclear, Clearstream, Luxembourg and/or DTC to receive payments under the relevant Notes. The Issuer and the Guarantor have no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes.

Holders of beneficial interests in the Global Notes will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear, Clearstream, Luxembourg and/or DTC to appoint appropriate proxies. Similarly, holders of beneficial interests in the Global Notes will not have a direct right under the Global Notes to take enforcement action against the Issuer or the Guarantor in the event of a default under the relevant Notes but will have to rely upon their rights under the Deed of Covenant.

Enforcement of U.S. civil judgments

None of the Issuer, the Guarantor nor any of their respective directors or officers has consented to the jurisdiction of the courts of the United States or any state thereof in connection with any suit brought by an investor in the Notes or named an agent for service of process within the United States upon the Issuer, the Guarantor or such persons or to enforce, in United States courts, judgments against the Issuer, the Guarantor or such persons or judgments obtained in such courts predicated upon the civil liability provisions of the federal securities laws of the United States. As a result, it may not be possible to effect service of process within the United States upon the Issuer, the Guarantor or such persons and will not be possible to enforce against any of them judgments obtained in United States courts, including judgments predicated upon the civil liability provisions of the securities laws of the United States or any State or territory within the United States.

The United States and the Republic of Finland do not currently have a convention or treaty providing for the reciprocal recognition and enforcement of judgements rendered in connection with civil and commercial disputes. As a result, a final judgment for the payment of damages based on civil liability rendered by a U.S. court, whether or not predicated solely upon the federal securities laws of the United States, would not be enforceable in the Republic of Finland. If the party in whose favour the final judgment is rendered brings a new suit in a competent Finnish court, the party may submit to the Finnish court the final judgement that has been rendered by the U.S. court. Such judgement will only be regarded by a Finnish court as evidence of the outcome of the dispute to which the judgement relates, and a Finnish court may choose to rehear the dispute *ab initio*.

Risks related to the market generally

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

There is no active trading market for the Notes

Notes issued under the Programme will be new securities which may not be widely distributed and for which there is currently no active trading market (unless in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Notes which is already issued). If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer and the Guarantor. Although application may be made for the Notes issued under the Programme to be admitted to listing and to trading on the Market or to any other listing authority, stock exchange and/or quotation system, there is no assurance that such application will be accepted, that any particular Tranche of Notes will be so admitted or that an active trading market will develop. In addition, liquidity may be limited if the Issuer makes large allocations to a limited number of investors. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular Tranche of Notes.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified

Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease

- (1) the Investor's Currency equivalent yield on the Notes,
- (2) the Investor's Currency equivalent value of the principal payable on the Notes and
- (3) the Investor's Currency equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Interest rate risks

In general, as market interest rates rise, notes bearing interest at a fixed rate generally decline in value. Consequently, investment in the Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Notes.

Credit ratings may not reflect all risks

One or more independent credit rating agencies are expected to assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. Credit ratings assigned to the Notes do not necessarily mean that they are a suitable investment. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time. Similar ratings on different types of notes do not necessarily mean the same thing. The ratings do not address the marketability of the Notes or any market price. Any change in the credit ratings of the Notes, the Issuer or the Guarantor could adversely affect the price that a subsequent purchaser will be willing to pay for the Notes. The significance of each rating should be analysed independently from any other rating.

The market price of the Notes may be volatile

The market price of the Notes could be subject to significant fluctuations in response to actual or anticipated variations in the Issuer's operating results, adverse business developments, changes to the regulatory environment in which the Issuer operates, changes in financial estimates by securities analysts and the actual or expected sale of a large number of Notes, as well as other factors, including the trading market for notes issued by or on behalf of the Republic of Finland as a sovereign borrower. In addition, in recent years the global financial markets have experienced significant price and volume fluctuations which, if repeated in the future, could adversely affect the market price of the Notes without regard to the Issuer's results of operations or financial condition.

United States securities laws may restrict the transfer of Notes

The Issuer is offering the Notes in reliance upon exemptions from registration under the U.S. Securities Act and applicable state securities laws. Therefore, the Notes may be transferred or resold only in transactions registered under, exempt from or not subject to the registration requirements of the U.S. Securities Act and all applicable state securities laws. See "*Subscription and Sale*" and "*Transfer Restrictions*" for further information.

INFORMATION INCORPORATED BY REFERENCE

The following information shall be deemed to be incorporated in, and to form part of, this Offering Circular:

- 1) the Report of the Board of Directors Note 1 (set out on pages 60 to 63 and 85 to 90, respectively, of the 31 December 2018 and 31 December 2019 annual reports of the Issuer);
- 2) the audited consolidated IFRS and standalone Finnish GAAP financial statements (including the auditors' report thereon and notes thereto) of the Issuer in respect of the years ended 31 December 2018 and 31 December 2019 (set out on pages 80 to 218 (and the auditors' report on pages 301 to 309) and 103 to 232 (and the auditors' report on pages 320 to 325), respectively, of the 31 December 2018 and 31 December 2019 annual reports of the Issuer) (collectively the "**Consolidated Financial Statements**");
- 3) the audited financial statements (including the auditors' report thereon and notes thereto) of the Guarantor in respect of the years ended 31 December 2018 and 31 December 2019 (set out on pages 14 to 19 (and the auditors' report on pages 22 to 23) and pages 13 to 19 (and the auditors' report on pages 22 to 23), respectively, of the 31 December 2018 and 31 December 2019 annual reports of the Guarantor) (collectively, the "**MGB Financial Statements**");
- 4) terms and conditions of the Notes set out on pages 37 to 67 of the offering circular dated 13 May 2019 relating to the Programme
- 5) terms and conditions of the Notes set out on pages 35 to 60 of the offering circular dated 11 May 2018 relating to the Programme;
- 6) terms and conditions of the Notes set out on pages 34 to 57 of the offering circular dated 11 May 2017 relating to the Programme;
- 7) terms and conditions of the Notes set out on pages 34 to 57 of the offering circular dated 11 May 2016 relating to the Programme;
- 8) terms and conditions of the Notes set out on pages 34 to 57 of the offering circular dated 6 May 2015 relating to the Programme;
- 9) terms and conditions of the Notes set out on pages 29 to 52 of the offering circular dated 6 May 2014 relating to the Programme;
- 10) terms and conditions of the Notes set out on pages 27 to 47 of the offering circular dated 3 June 2013 relating to the Programme;
- 11) terms and conditions of the Notes set out on pages 28 to 48 of the offering circular dated 1 June 2012 relating to the Programme;
- 12) terms and conditions of the Notes set out on pages 26 to 45 of the base prospectus dated 1 June 2011 relating to the Programme;
- 13) terms and conditions of the Notes set out on pages 26 to 45 of the base prospectus dated 1 June 2010 relating to the Programme;
- 14) terms and conditions of the Notes set out on pages 21 to 40 of the base prospectus dated 1 June 2009 relating to the Programme;
- 15) terms and conditions of the Notes set out on pages 20 to 39 of the base prospectus dated 2 June 2008 relating to the Programme;
- 16) terms and conditions of the Notes set out on pages 18 to 36 of the base prospectus dated 1 June 2007 relating to the Programme; and
- 17) terms and conditions of the Notes set out on pages 17 to 35 of the base prospectus dated 1 June 2006 relating to the Programme.

Copies of the documents specified above as containing information incorporated by reference in this Offering Circular may be inspected, free of charge, at the registered office of the Issuer. Copies of the Issuer's audited financial statements (including the auditors' report thereon and notes thereto) in respect of the years ended 31 December 2017, 31 December 2018 and 31 December 2019 (which are included in the Issuer's annual reports for 2017, 2018 and 2019 respectively) are also available on the Issuer's website (www.munifin.fi). Copies of the Guarantor's audited financial statements in respect of the years ended 31 December 2017, 31 December 2018 and 31 December 2019 are available on the Guarantor's website (www.mgb.fi). Any information contained in any of the documents specified above which is not incorporated by reference in this Offering Circular is either not relevant to investors or is covered elsewhere in this Offering Circular. The contents of the websites referenced above do not form part of this Offering Circular.

If the documents incorporated by reference into this Offering Circular themselves incorporate by reference any information or other documents therein such information or other documents will not form part of this Offering Circular except where such information or other documents are themselves specifically incorporated by reference into the Offering Circular.

FINAL TERMS AND DRAWDOWN OFFERING CIRCULARS

In this section the expression "**necessary information**" means, in relation to any Tranche of Notes, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and the Guarantor and of the rights attaching to the Notes. In relation to the different types of Notes which may be issued under the Programme the Issuer and the Guarantor have endeavoured to include in this Offering Circular all of the necessary information except for information relating to the Notes which is not known at the date of this Offering Circular and which can only be determined at the time of an individual issue of a Tranche of Notes.

Any information relating to the Notes which is not included in this Offering Circular and which is required in order to complete the necessary information in relation to a Tranche of Notes will be contained either in the relevant Final Terms or in a Drawdown Offering Circular. Such information will be contained in the relevant Final Terms unless any of such information constitutes a significant new factor relating to the information contained in this Offering Circular in which case such information, together with all of the other necessary information in relation to the relevant series of Notes, may be contained in an Offering Circular.

For a Tranche of Notes which is the subject of Final Terms, those Final Terms will, for the purposes of that Tranche only, supplement this Offering Circular and must be read in conjunction with this Offering Circular. The terms and conditions applicable to any particular Tranche of Notes which is the subject of Final Terms are the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Final Terms.

The terms and conditions applicable to any particular Tranche of Notes which is the subject of a Drawdown Offering Circular will be the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Drawdown Offering Circular. In the case of a Tranche of Notes which is the subject of a Drawdown Offering Circular, each reference in this Offering Circular to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Offering Circular unless the context requires otherwise.

FORMS OF THE NOTES

Bearer Notes

Each Tranche of Bearer Notes will initially be in the form of either a temporary global note in bearer form (the "**Temporary Global Note**"), without interest coupons, or a permanent global note in bearer form (the "**Permanent Global Note**"), without interest coupons, in each case as specified in the relevant Final Terms. Each Temporary Global Note or, as the case may be, Permanent Global Note (each a "**Global Note**") which is not intended to be issued in new global note ("**NGN**") form, as specified in the relevant Final Terms, will be deposited on or around the issue date of the relevant Tranche of Notes with a depositary or a common depositary for Euroclear Bank SA/NV as operator of the Euroclear System ("**Euroclear**") and/or Clearstream Banking, S.A., Luxembourg ("**Clearstream, Luxembourg**") and/or any other relevant clearing system and each Global Note which is intended to be issued in NGN form, as specified in the relevant Final Terms, will be deposited on or around the issue date of the relevant Tranche of Notes with a common safekeeper for Euroclear and/or Clearstream, Luxembourg.

On 13 June 2006, the European Central Bank (the "**ECB**") announced that Notes in NGN form are in compliance with the "Standards for the use of EU securities settlement systems in ESCB credit operations" of the central banking system for the euro (the "**Eurosystem**"), **provided that** certain other criteria are fulfilled. At the same time the ECB also announced that arrangements for Notes in NGN form will be offered by Euroclear and Clearstream, Luxembourg as of 30 June 2006 and that debt securities in global bearer form issued through Euroclear and Clearstream, Luxembourg after 31 December 2006 will only be eligible as collateral for Eurosystem operations if the NGN form is used.

In the case of each Tranche of Bearer Notes, the relevant Final Terms will also specify whether United States Treasury Regulation §1.163-5(c)(2)(i)(C) (the "**TEFRA C Rules**") or United States Treasury Regulation §1.163 5(c)(2)(i)(D) (the "**TEFRA D Rules**") are applicable in relation to the Notes or, if the Notes do not have a maturity of more than 365 days, that neither the TEFRA C Rules nor the TEFRA D Rules are applicable.

Temporary Global Note exchangeable for Permanent Global Note

If the relevant Final Terms specifies the form of Notes as being "Temporary Global Note exchangeable for a Permanent Global Note", then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for interests in a Permanent Global Note, without interest coupons, not earlier than 40 days after the issue date of the relevant Tranche of Notes upon certification as to non U.S. beneficial ownership. No payments will be made under the Temporary Global Note unless exchange for interests in the Permanent Global Note is improperly withheld or refused. In addition, interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in the Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure (in the case of first exchange) the prompt delivery (free of charge to the bearer) of such Permanent Global Note, duly authenticated and, in the case of a NGN, effectuated, to the bearer of the Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

- (i) presentation and (in the case of final exchange) surrender of the Temporary Global Note to or to the order of the Fiscal Agent; and
- (ii) receipt by the Fiscal Agent of a certificate or certificates of non-U.S. beneficial ownership,

within 7 days of the bearer requesting such exchange.

Temporary Global Note exchangeable for Definitive Notes

If the relevant Final Terms specifies the form of Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specifies that the TEFRA C Rules are applicable or that neither the TEFRA C Rules or the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole but not in part, for Bearer Notes in definitive form ("**Definitive Notes**") not earlier than 40 days after the issue date of the relevant Tranche of Notes.

If the relevant Final Terms specifies the form of Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specifies that the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of Notes upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever the Temporary Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

Permanent Global Note exchangeable for Definitive Notes

If the relevant Final Terms specifies the form of Notes as being "Permanent Global Note exchangeable for Definitive Notes", then the Notes will initially be in the form of a Permanent Global Note which will be exchangeable in whole, but not in part, for Definitive Notes:

- (i) on the expiry of such period of notice as may be specified in the relevant Final Terms; or
- (ii) at any time, if so specified in the relevant Final Terms; or
- (iii) if the relevant Final Terms specifies "in the limited circumstances described in the Permanent Global Note", then if (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 8 (*Events of Default*) occurs.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

Terms and Conditions applicable to the Notes

The terms and conditions applicable to any Definitive Note will be endorsed on that Note and will consist of the terms and conditions set out under "*Terms and Conditions of the Notes*" below and the provisions of the relevant Final Terms which are applicable in conjunction with those terms and conditions.

The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "*Summary of Provisions Relating to the Notes while in Global Form*" below.

Legend concerning United States persons

In the case of any Tranche of Bearer Notes having a maturity of more than 365 days, the Notes in global form, the Notes in definitive form and any Coupons and Talons appertaining thereto will bear a legend to the following effect:

"Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code."

VPS Notes

Each Tranche of VPS Notes will be issued in uncertificated and dematerialised book entry form. Legal title to the VPS Notes will be evidenced by book entries in the records of the VPS. A VPS account manager will be appointed by the Issuer prior to the issue of any VPS Notes (the "**VPS Account Manager**") in

accordance with a VPS account manager agreement (the "**VPS Account Manager Agreement**"). In addition, the Issuer may appoint a VPS Trustee (the "**VPS Trustee**") in connection with the issue of VPS Notes who will act for the benefit of the Holders for the time being of the VPS Notes in accordance with the provisions of a VPS trustee agreement (the "**VPS Trustee Agreement**") and the terms and conditions set out under "*Terms and Conditions of the Notes*" below. On the issue of such VPS Notes, the Issuer will send a letter to a VPS Trustee with a copy to the VPS Account Manager, or if a VPS Trustee has not been appointed, to the VPS Account Manager alone, which will set out the terms of the relevant issue of VPS Notes in the form of a final terms supplement attached thereto (the "**VPS Letter**"). On delivery of such VPS Letter including the relevant Final Terms to the VPS and notification to the VPS of the subscribers and their VPS account details by the relevant Dealer, the VPS Account Manager acting on behalf of the Issuer will credit each subscribing account holder with the VPS with a nominal amount of VPS Notes equal to the nominal amount thereof for which it has subscribed and paid.

Settlement of sale and purchase transactions in respect of VPS Notes in the VPS will take place three Oslo business days after the date of the relevant transaction. Transfers of interests in the relevant VPS Notes will only take place in accordance with the rules and procedures for the time being of the VPS.

Registered Notes

Each Tranche of Registered Notes will be represented by either:

- (i) individual Notes in registered form ("**Definitive Registered Notes**"); or
- (ii) one or more unrestricted global notes ("**Regulation S Global Note(s)**") in the case of Registered Notes sold outside the United States to non-U.S. persons in reliance on Regulation S ("**Regulation S Notes**") and/or one or more restricted global notes ("**Restricted Global Note(s)**") in the case of Registered Notes sold to QIBs that are also QPs in reliance on Rule 144A ("**Restricted Notes**"),

in each case as specified in the relevant Final Terms, and references in this Offering Circular to "**Registered Global Notes**" shall be construed as a reference to Regulation S Global Notes and/or Restricted Global Notes.

Each Registered Global Note which is not to be held under the new safekeeping structure (applicable to registered form global securities and which is required for such securities to be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations) ("**New Safekeeping Structure**" or "**NSS**"), will be registered in the name of Cede & Co. (or such other entity as is specified in the applicable Final Terms) as nominee for The Depository Trust Company ("**DTC**") and each relevant Registered Global Note will be deposited on or about the issue date with either (i) the custodian for DTC (the "**DTC Custodian**"), or (ii) a depository or common depository for Euroclear and/or Clearstream, Luxembourg, and each Registered Global Note to be held under the New Safekeeping Structure, will be registered in the name of a common safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg and the relevant Registered Global Note will be deposited on or about the issue date with the common safekeeper for Euroclear and/or Clearstream, Luxembourg.

If the relevant Final Terms specifies the form of Notes as being "Definitive Registered Notes", then the Notes will at all times be represented by Definitive Registered Notes issued to each Holder of Notes in respect of their respective holdings.

Registered Global Note exchangeable for Definitive Registered Notes

If the relevant Final Terms specifies the form of Notes as being "Regulation S Global Notes exchangeable for Definitive Registered Notes" or "Restricted Global Note exchangeable for Definitive Registered Notes", then the Notes will initially be represented by one or more Registered Global Notes each of which will be exchangeable in whole, but not in part, for Definitive Registered Notes:

- (i) unless otherwise provided in the applicable Final Terms, if a written request for one or more Definitive Registered Notes is made by a holder of a beneficial interest in a Registered Global Note **provided that** such written notice or request, as the case may be, is submitted to the Registrar by the beneficial owner not less than 60 days (or such other period as may be indicated in the applicable Final Terms) prior to the requested date of such exchange; or

- (ii) if the relevant Final Terms specifies "in the limited circumstances described in the Regulation S Global Note/Restricted Global Note", then if any of the following events occurs:
 - (a) an Event of Default (as defined in Condition 8) has occurred and is continuing and the Issuer has not cured or otherwise made good such Event of Default; or
 - (b) at the option of the Issuer, if the Issuer or any Paying Agent, by reason of any change in, amendment to, or change in the interpretation of the laws of England and Wales or change in practice of any relevant authority is or will be required to make any deduction or withholding from any payment under such Registered Global Note which would not be required if the Notes represented by such Registered Global Note were in definitive form; or
 - (c) Euroclear or Clearstream, Luxembourg or any other clearing system is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or in fact does so, and an alternative clearing system satisfactory to the Issuer is not available; or
 - (d) in the case of any Registered Global Note held by or on behalf of DTC, if:
 - (A) DTC notifies the Issuer that it is unwilling or unable to continue as depository for such Registered Global Note and a successor depository satisfactory to the Issuer and the relevant Dealer is not available; or
 - (B) DTC ceases to be a clearing agency registered under the Exchange Act.

Whenever a Registered Global Note is to be exchanged for Definitive Registered Notes, each person having an interest in a Registered Global Note must provide the Registrar (through the relevant clearing system) with such information as the Issuer and the Registrar may require to complete and deliver Definitive Registered Notes (including the name and address of each person in which the Notes represented by the Definitive Registered Notes are to be registered and the principal amount of each such person's holding). In addition, whenever a Restricted Global Note is to be exchanged for Definitive Registered Notes, each person having an interest in the Restricted Global Note must provide the Registrar (through the relevant clearing system) with a certificate given by or on behalf of the holder of each beneficial interest in the Restricted Global Note stating either (i) that such holder is not transferring its interest at the time of such exchange or (ii) that the transfer or exchange of such interest has been made in compliance with the transfer restrictions applicable to the Notes and that the person transferring such interest reasonably believes that the person acquiring such interest is a QIB that is also a QP and is obtaining such beneficial interest in a transaction meeting the requirements of Rule 144A. Definitive Registered Notes issued in exchange for interests in the Restricted Global Note will bear the legends and be subject to the transfer restrictions set out under "*Transfer Restrictions*".

Whenever a Registered Global Note is to be exchanged for Definitive Registered Notes, the Issuer shall procure that Definitive Registered Notes will be issued in an aggregate principal amount equal to the principal amount of the Registered Global Note within five business days of the delivery, by or on behalf of the registered holder of the Registered Global Note to the Registrar of such information as is required to complete and deliver such Definitive Registered Notes against the surrender of the Registered Global Note at the specified office of the Registrar.

Such exchange will be effected in accordance with the provisions of the Fiscal Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled to the Fiscal Agency Agreement and, in particular, shall be effected without charge to any holder, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

Terms and Conditions applicable to the Notes

The terms and conditions applicable to any Definitive Registered Note will be endorsed on that Definitive Registered Note and will consist of the terms and conditions set out under "*Terms and Conditions of the Notes*" below and the provisions of the relevant Final Terms which supplement, amend and/or replace those terms and conditions.

The terms and conditions applicable to any Registered Global Note will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "*Summary of Provisions Relating to the Notes while in Global Form*" below.

Summary of Provisions relating to the Notes while in Global Form

Rights under Deed of Covenant

Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or DTC and/or any other relevant clearing system as being entitled to an interest in a Global Note which becomes void will acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the Global Note became void, they had been the holders of Definitive Notes or Definitive Registered Notes, as applicable, in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or DTC and/or any other relevant clearing system.

Clearing System Accountholders

In relation to any Tranche of Notes represented by a Global Note, references in the Conditions of the Notes to "Holders" of the Notes are references to the bearer of the relevant Global Note which, for so long as the Global Note is held by a depositary or a common depositary, in the case of a CGN, or a common safekeeper, in the case of an NGN for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or common depositary or, as the case may be, common safekeeper.

In relation to any Tranche of Notes represented by one or more Registered Global Note, references in the Conditions of the Notes to "Holders" of the Notes are references to the person in whose name the relevant Registered Global Note is for the time being registered in the Register which (a) in the case of a Registered Global Note held by or on behalf of DTC, will be Cede & Co. (or such other entity as is specified in the applicable Final Terms) as nominee for DTC or a common safekeeper; and (b) in the case of any Registered Global Note which is held by or on behalf of a depositary or a common depositary or a common safekeeper for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or common depositary or a common safekeeper or a nominee for that depositary or common depositary or common safekeeper.

Each of the persons shown in the records of DTC, Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Note or a Registered Global Note (each an "**Accountholder**") must look solely to DTC, Euroclear, Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder's share of each payment made by the Issuer or the Guarantor to the holder of such Global Note or Registered Global Note and in relation to all other rights arising under such Global Note or Registered Global Note. The extent to which, and the manner in which, Accountholders may exercise any rights arising under a Global Note or Registered Global Note will be determined by the respective rules and procedures of DTC, Euroclear and Clearstream, Luxembourg and any other relevant clearing system from time to time. For so long as the relevant Notes are represented by a Global Note or Registered Global Note, Accountholders shall have no claim directly against the Issuer or the Guarantor in respect of payments due under the Notes and such obligations of the Issuer and the Guarantor will be discharged by payment to the holder of such Global Note or Registered Global Note.

Transfers of Interests in Global Notes and Registered Global Notes

Transfers of interests in Global Notes and Registered Global Notes within DTC, Euroclear and Clearstream, Luxembourg or any other relevant clearing system will be in accordance with their respective rules and operating procedures. None of the Issuer, the Guarantor, the Registrar, the Dealers or the Fiscal Agents will have any responsibility or liability for any aspect of the records of any DTC, Euroclear and Clearstream, Luxembourg or any other relevant clearing system or any of their respective participants relating to payments made on account of beneficial ownership interests in a Global Note or Registered Global Note or for maintaining, supervising or reviewing any of the records of DTC, Euroclear and Clearstream, Luxembourg or any other relevant clearing system or the records of their respective participants relating to such beneficial ownership interests.

The laws of some states of the United States require that certain persons receive individual certificates in respect of their holdings of Notes. Consequently, the ability to transfer interests in a Registered Global Note

to such persons will be limited. Because clearing systems only act on behalf of participants, who in turn act on behalf of indirect participants, the ability of a person having an interest in a Registered Global Note to pledge such interest to persons or entities which do not participate in the relevant clearing systems, or otherwise take actions in respect of such interest, may be affected by the lack of a Definitive Registered Note representing such interest.

Subject to compliance with the transfer restrictions applicable to the Registered Notes described under "*Transfer Restrictions*", transfers between DTC participants, on the one hand, and Euroclear or Clearstream, Luxembourg accountholders, on the other will be effected by the relevant clearing systems in accordance with their respective rules and through action taken by the DTC Custodian, the Registrar and the Fiscal Agent.

On or after the issue date for any Series, transfers of Notes of such Series between accountholders in Euroclear and/or Clearstream, Luxembourg and transfers of Notes of such Series between participants in DTC will generally have a settlement date three business days after the trade date (T+3). The customary arrangements for delivery versus payment will apply to such transfers.

Transfers between DTC participants, on the one hand, and Euroclear or Clearstream, Luxembourg accountholders, on the other will need to have an agreed settlement date between the parties to such transfer. Because there is no direct link between DTC, on the one hand, and Euroclear and Clearstream, Luxembourg, on the other, transfers of interests in the relevant Registered Global Note will be effected through the Fiscal Agent, the DTC Custodian, the Registrar and any applicable Transfer Agent receiving instructions (and where appropriate certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee. Transfers will be effected on the later of (i) three business days after the trade date for the disposal of the interest in the relevant Registered Global Note resulting in such transfer and (ii) two business days after receipt by the Fiscal Agent or the Registrar, as the case may be, of the necessary certification or information to effect such transfer. In the case of cross-market transfers, settlement between Euroclear or Clearstream, Luxembourg accountholders and DTC participants cannot be made on a delivery versus payment basis. The securities will be delivered on a free delivery basis and arrangements for payment must be made separately. The customary arrangements for delivery versus payment between Euroclear and Clearstream, Luxembourg account holders or between DTC participants are not affected.

For a further description of restrictions on the transfer of Notes, see "*Subscription and Sale*" and "*Transfer Restrictions*".

Upon the issue of a Registered Global Note to be held by or on behalf of DTC, DTC or the DTC Custodian will credit the respective nominal amounts of the individual beneficial interests represented by such Registered Global Note to the account of DTC participants. Ownership of beneficial interests in such Registered Global Note will be held through participants of DTC, including the respective depositories of Euroclear and Clearstream, Luxembourg. Ownership of beneficial interests in such Registered Global Note will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee. DTC has advised the Issuer and the Guarantor that it will take any action permitted to be taken by a holder of Registered Notes represented by a Registered Global Note held by or on behalf of DTC (including, without limitation, the presentation of such Registered Global Note for exchange as described above) only at the direction of one or more participants in whose account with DTC interests in such Registered Global Note are credited, and only in respect of such portion of the aggregate nominal amount of such Registered Global Note as to which such participant or participants has or have given such direction. However, in certain circumstances, DTC will exchange the relevant Registered Global Note for Definitive Registered Notes (which will bear the relevant legends set out in "*Transfer Restrictions*").

Although DTC, Euroclear and Clearstream, Luxembourg have agreed to the foregoing procedures in order to facilitate transfers of interests in the Registered Global Note among participants and account holders of DTC, Euroclear and Clearstream, Luxembourg, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Guarantor, the Registrar, the Dealers or the Paying Agents will have any responsibility for the performance by DTC, Euroclear or Clearstream, Luxembourg or their respective direct or indirect participants or account holders of their respective obligations under the rules and procedures governing their respective operations.

While a Registered Global Note is lodged with DTC, Euroclear, Clearstream, Luxembourg or any relevant clearing system, Definitive Registered Notes for the relevant Series of Notes will not be eligible for clearing and settlement through such clearing systems.

Conditions applicable to Global Notes

Each Global Note and Registered Global Note will contain provisions which modify the Conditions of the Notes as they apply to the Global Note or Registered Global Note. The following is a summary of certain of those provisions:

Payments: All payments in respect of the Global Note or Registered Global Note which, according to the Conditions of the Notes, require presentation and/or surrender of a Note or Coupon will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Global Note or Registered Global Note to or to the order of any Fiscal Agent and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes. On each occasion on which a payment of principal or interest is made in respect of the Global Note, the Issuer shall procure that in respect of a CGN the payment is noted in a schedule thereto and in respect of an NGN the payment is entered *pro rata* in the records of Euroclear and Clearstream, Luxembourg.

Payment Record Date: Each payment in respect of a Registered Global Note will be made to the person shown as the Holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment where "**Clearing System Business Day**" means a day on which each clearing system for which the Registered Global Note is being held is open for business.

Exercise of put option: In order to exercise the option contained in Condition 7.06 (*Optional Early Redemption (Put)*) the bearer of a Permanent Global Note or the holder of a Registered Global Note must, within the period specified in the Conditions for the deposit of the relevant Note and put notice, give written notice of such exercise to the Fiscal Agent or Registrar (as applicable) specifying the principal amount of Notes in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

Partial exercise of call option: In connection with an exercise of the option contained in Condition 7.03 (*Optional Early Redemption (Call)*) in relation to some only of the Notes, the Permanent Global Note or Registered Global Note may be redeemed in part in the principal amount specified by the Issuer in accordance with the Conditions and the Notes to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of DTC, Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of DTC, Euroclear and/or Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion).

Notices: Notwithstanding Condition 15 (*Notices*), while all the Notes are represented by a Permanent Global Note (or by a Permanent Global Note and/or a Temporary Global Note) or a Registered Global Note and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are), or the Registered Global Note is, registered in the name of DTC's nominee or deposited with a depository or a common depository for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a common safekeeper, notices to "Holders" of the Notes may be given by delivery of the relevant notice to DTC and/or Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the "Holders" of the Notes in accordance with Condition 15 (*Notices*) on the date of delivery to DTC and/or Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes which, in conjunction with the relevant Final Terms, will be applicable to each Series of Notes:

The Notes are issued in accordance with an amended and restated fiscal agency agreement dated 13 May 2020 (the "**Fiscal Agency Agreement**"), which expression shall include any further amendments or supplements thereto) and made between Municipality Finance Plc (Kuntarahoitus Oyj) (the "**Issuer**"), the Municipal Guarantee Board (Kuntien takauskeskus) (the "**Guarantor**"), Citibank, N.A. London Branch, in its capacity as fiscal agent (the "**Fiscal Agent**", which expression shall include any successor to Citibank, N.A., London Branch, in its capacity as such), as well as in its other capacities as set out in the Fiscal Agency Agreement, Citigroup Global Markets Europe AG in its capacity as registrar (the "**Registrar**", which expression shall include any successor to Citigroup Global Markets Europe AG, in its capacity as such), Citibank Europe plc in its capacity as transfer agent (a "**Transfer Agent**", which expression shall include any successor or addition to Citibank Europe plc in its capacity as such) and certain other financial institutions named therein in their capacities as paying agents (the "**Paying Agents**", which expression shall include the Fiscal Agent and any successor or additional paying agents appointed in accordance with the Fiscal Agency Agreement). The Guarantor has, for the benefit of the Holders of the Notes from time to time, executed and delivered a deed of guarantee (the "**Guarantee**"), dated 13 May 2020 under which it has unconditionally and irrevocably guaranteed the due and punctual payment of all amounts due by the Issuer under the Notes as and when the same shall become due and payable. Copies of the Fiscal Agency Agreement and the Guarantee are available for inspection at the specified office of each of the Paying Agents and the Registrar. All persons from time to time entitled to the benefit of obligations under any Notes shall be deemed to have notice of, and to be bound by, all of the provisions of the Fiscal Agency Agreement, the Deed of Covenant (as defined in Condition 1.04) and the Guarantee insofar as they relate to the relevant Notes.

The Notes are issued in series (each a "**Series**"), and each Series will be the subject of the applicable final terms (the "**Final Terms**"), a copy of which will be available for inspection at the specified office of the Fiscal Agent or, as the case may be, the Registrar.

References in these Terms and Conditions to Notes are to Notes of the relevant Series and references to any Final Terms are to the Final Terms relating to the Notes of such Series. References in these Terms and Conditions to Coupons are to Coupons relating to Notes of the relevant Series.

In respect of any Notes, references herein to these Terms and Conditions are to these terms and conditions in conjunction with the relevant Final Terms.

Notes issued through the Norwegian Central Securities Depository Verdipapirsentralen ASA of Fred. Olsens gate 1, 0152 Oslo, Norway ("**VPS**") are in dematerialised form. An entity ("**Norsk Tillitsmann ASA**") may be appointed as VPS trustee (the "**VPS Trustee**"), and will in such case act for the benefit of the Holders for the time being of the VPS Notes in accordance with the provisions of a VPS trustee agreement (the "**VPS Trustee Agreement**") and these terms and conditions. A VPS Agent will act as an agent of the Issuer in respect of all dealings with the VPS in respect of VPS Notes (the "**VPS Agent**").

Any references in these terms and conditions to Receipts, Coupons, and Talons shall not apply to VPS Notes and no global or definitive Notes will be issued in respect thereof. These terms and conditions shall be construed accordingly.

1. **Form and Denomination**

1.01 Notes will be issued in bearer form, in registered form or in uncertificated book entry form (in the case of VPS Notes), as specified in the Final Terms.

Notes in registered form may not be exchanged for Notes in bearer form or VPS Notes, Notes in bearer form may not be exchanged for Notes in registered form or VPS Notes and VPS Notes may not be exchanged for notes in bearer form or notes in registered form.

Form of Bearer Notes

1.02 Notes issued in bearer form ("**Bearer Notes**") will be represented upon issue by a temporary global note (a "**Temporary Global Note**") in substantially the form (subject to amendment and

completion) scheduled to the Fiscal Agency Agreement. On or after the date (the "**Exchange Date**") which is forty days after the original issue date of the Notes and provided certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (in substantially the form as set out in the Temporary Global Note or in such other form as is customarily used in such circumstances by the relevant clearing system) has been received, interests in the Temporary Global Note may be exchanged for:

- (i) interests in a permanent global note (a "**Permanent Global Note**") representing the Notes and in substantially the form (subject to amendment and completion) scheduled to the Fiscal Agency Agreement; or
- (ii) if so specified in the relevant Final Terms, definitive Notes ("**Definitive Notes**") in substantially the form (subject to amendment and completion) scheduled to the Fiscal Agency Agreement.

1.03 If any date on which a payment of interest is due on the Notes occurs whilst any of the Notes are represented by the Temporary Global Note, the related interest payment will be made on the Temporary Global Note only to the extent that certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (in substantially the form as set out in the Temporary Global Note or in such other form as is customarily used in such circumstances by the relevant clearing system) has been received by Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking, S.A., Luxembourg ("**Clearstream, Luxembourg**") and/or any other relevant clearing system. Payments of amounts due in respect of a Permanent Global Note will be made through Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system without any requirement for certification.

1.04 Interests in a Permanent Global Note will, if so specified in the Final Terms, be exchangeable in whole (but not in part only), at the option of the Holder (as defined in Condition 2) of such Permanent Global Note, for Definitive Notes. This option will be disappplied to the extent that the multiple trading amount is not an integral multiple of the specified denomination of the Note. In order to exercise such option the Holder must, not less than forty-five days before the date on which delivery of Definitive Notes is required, deposit the relevant Permanent Global Note with the Fiscal Agent with the form of exchange notice endorsed thereon duly completed. Interests in a Permanent Global Note will, in any event, be exchangeable for Definitive Notes if any Note becomes due and payable in accordance with Condition 8.02 or if either Euroclear or Clearstream, Luxembourg or any other relevant clearing system should be closed for business for a continuous period of fourteen days (other than by reason of public holidays) or should announce an intention permanently to cease business. If default is made by the Issuer in the required delivery of Definitive Notes and such default is continuing at 6.00 p.m. (London time) on the thirtieth day after the day on which the relevant notice period expires or such Permanent Global Note becomes so exchangeable, such Permanent Global Note will become void in accordance with its terms but without prejudice to the rights of the Account Holders (as defined in the Deed of Covenant) with Euroclear and Clearstream, Luxembourg in relation thereto under a deed of covenant (the "**Deed of Covenant**") dated 13 May 2020 executed and delivered by the Issuer in relation to the Notes.

1.05 Interest-bearing Definitive Notes will, if so specified in the Final Terms, have attached thereto at the time of their initial delivery coupons ("**Coupons**"), presentation of which will be a prerequisite to the payment of interest in certain circumstances specified below.

Form of Registered Notes

1.06 Notes issued in registered form ("**Registered Notes**") will be substantially in the form (subject to amendment and completion) scheduled to the Fiscal Agency Agreement. Notes purchased in a private placement in the United States will only be in the form of Registered Notes.

1.07 Unless otherwise provided with respect to a particular Series of Registered Notes, Registered Notes of each Tranche sold outside the United States in reliance on Regulation S ("**Regulation S**") under the U.S. Securities Act of 1933 (the "**Securities Act**") will, unless otherwise specified in the applicable Final Terms, be represented by a permanent global Registered Note, without Receipts, Coupons or Talons (each a "**Regulation S Global Note**"). Notes in definitive registered form issued in exchange for Regulation S Global Notes or otherwise sold or transferred in reliance on

Regulation S under the Securities Act (each a "**Regulation S Definitive Note**"), together with the Regulation S Global Notes, are referred to herein as "**Regulation S Notes**". With respect to all offers or sales of an unsold allotment or subscription and in any case prior to expiry of the period that ends 40 days after the later of the relevant issue date and completion of the distribution of each Tranche of Notes, as certified to the Fiscal Agent or the Issuer by the relevant Dealer, in the case of a nonsyndicated issue, or by each such Dealer as to the Notes of such Tranche purchased by or through it, in the case of a syndicated issue in which case, the Fiscal Agent or the Issuer shall notify each such Dealer when all such Dealers have so certified (the "**Distribution Compliance Period**"), beneficial interests in a Regulation S Global Note may be offered or sold only in accordance with Rule 903 of Regulation S of the Securities Act (save as otherwise provided in Condition 2) and may be held only through Euroclear or Clearstream, Luxembourg. After expiry of such Distribution Compliance Period, beneficial interests in a Regulation S Note may be held through the Depository Trust Company ("**DTC**") directly by a participant in DTC or indirectly through a participant in DTC.

- 1.08 Registered Notes of each Tranche sold in private transactions in reliance upon Rule 144A under the Securities Act to qualified institutional buyers ("**QIBs**") within the meaning of Rule 144A under the Securities Act that are also qualified purchasers ("**QPs**") as defined in Section 2(a)(51)(A) of the United States Investment Company Act of 1940, as amended, will, unless otherwise specified in the applicable Final Terms, be represented by a permanent global Registered Note, without Receipts, Coupons or Talons (each a "**Restricted Global Note**" and, together with any Regulation S Global Note, the "**Registered Global Notes**"). Notes in definitive form issued in exchange for Restricted Global Notes (each a "**Restricted Definitive Note**" and, together with any Regulation S Definitive Note, the "**Definitive Registered Notes**") or otherwise sold or transferred in accordance with the requirements of Rule 144A under the Securities Act, together with the Restricted Global Notes, are referred to herein as "**Restricted Notes**".
- 1.09 Restricted Notes shall bear a legend specifying certain restrictions on transfer (each a "**Legend**"), such Notes being referred to herein as "**Legended Notes**". Upon the transfer, exchange or replacement of Legended Notes, or upon specific request for removal of a Legend, the Registrar shall (save as provided in Condition 2) deliver only Legended Notes or refuse to remove such Legend, as the case may be, unless there is delivered to the Issuer such satisfactory evidence as may reasonably be required by the Issuer, which may include an opinion of U.S. counsel, that neither the Legend nor the restriction on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.
- 1.10 Subject as otherwise provided in Condition 2, Definitive Registered Notes may be exchanged or transferred in whole or in part in the specified denominations for one or more Definitive Registered Notes of like aggregate nominal amount.
- 1.11 Each Definitive Registered Note will be numbered serially with an identifying number which will be recorded in the register (the "**Register**") which the Issuer shall procure to be kept by the Registrar.

Form of VPS Notes

- 1.12 Each Tranche of notes issued through VPS ("**VPS Notes**") will be created and held in uncertificated book entry form in accounts with the VPS. VPS Notes will not be evidenced by any physical note or document of title other than a statement of account made by the VPS.

Denomination of Bearer Notes

- 1.13 Bearer Notes will be in the denomination or denominations (each of which denominations must be integrally divisible by each smaller denomination) specified in the Final Terms. Bearer Notes of one denomination will not be exchangeable after their initial delivery for Bearer Notes of any other denomination.

Denomination of Registered Notes

- 1.14 Registered Notes will be in the minimum denomination specified in the Final Terms which, in the case of Registered Notes sold other than pursuant to Regulation S, shall be the Authorised

Denomination (as defined below) and, in the case of Notes having a maturity of 183 days or less, the specified denomination shall be at least U.S.\$250,000 (or the equivalent in any other currency or currencies).

Denomination of VPS Notes

- 1.15 VPS Notes will be in the minimum denomination specified in the Final Terms or integral multiples thereof.
- 1.16 "**Authorised Denomination**" means, in the case of a Restricted Note, U.S.\$250,000 (or its equivalent rounded upwards as specified in the relevant Final Terms) and higher integral multiples of U.S.\$1,000, or the higher denomination or denominations specified in the applicable Final Terms.
- 1.17 Any minimum authorised denomination required by any law or directive or regulatory authority in respect of the currency of issue of any Note shall be such as applied on or prior to the date of issue of such Note.

Currency of Notes

- 1.18 Notes may be denominated in any currency (including, without limitation, Australian Dollars, Canadian Dollars, Euro, Japanese Yen, British Pounds Sterling, Swedish Kronor, Norwegian Kroner and United States Dollars), subject to compliance with all applicable legal and/or regulatory requirements.
- 1.19 For the purposes of these Terms and Conditions, references to Notes shall, as the context may require, be deemed to be to Temporary Global Notes, Permanent Global Notes, Definitive Notes or, as the case may be, Registered Notes of the relevant Series.

The Depository Trust Company

- 1.20 Registered Notes denominated in United States Dollars will, if so specified in the Final Terms, be the subject of an application by the Issuer to DTC for the acceptance of such Registered Notes into DTC's book-entry settlement system. If such application is accepted, one or more Registered Notes (each a "**DTC Note**") in denominations equivalent in aggregate to the aggregate principal amount of the relevant Registered Notes which are to be held in such system will be issued to DTC and registered in the name of Cede & Co., or such other person as may be nominated by DTC for the purpose, as nominee for DTC **provided that** no DTC Note may have a denomination of more than U.S.\$500,000 and that, subject to such restriction, DTC Notes will always be issued in the largest possible denomination. Thereafter, such registered nominee will be the holder of record and entitled to rights in respect of each DTC Note.

Accordingly, each person having a beneficial interest in a DTC Note must rely on the procedures of the institutions having accounts with DTC to exercise any rights of such person. So long as Registered Notes are traded through DTC's book-entry settlement system, ownership of beneficial interest in the relevant DTC Note will (unless otherwise required by applicable law and/or regulatory requirement) be shown on, and transfers of such beneficial interest may be effected only through, records maintained by (i) DTC or its registered nominee (as to participant-interests) or (ii) institutions having accounts with DTC.

2. Title

- 2.01 Title to Bearer Notes passes by delivery. References herein to the "**Holders**" of Bearer Notes or of Coupons are to the bearers of such Bearer Notes or of such Coupons.
- 2.02 Title to Registered Notes passes by registration in the register which is kept by the Registrar, as specified in the Final Terms. References herein to the "**Holders**" of Registered Notes are to the persons in whose names such Notes are so registered.

Title to the VPS Notes passes by book entries in the records of the VPS. On the issue of such VPS Notes, the Issuer will send a VPS Letter to the VPS Trustee (if applicable), with a copy sent to the VPS Account Manager, or alternatively directly to the VPS Account Manager, as further described

above. The Issuer and the VPS Trustee may rely on a certificate of the VPS or one issued on behalf of the VPS by an account-carrying institution as to a particular person being a Holder of VPS Notes. Transfers of interest in the relevant VPS Notes will take place between the direct or indirect account holders in the VPS in accordance with the rules and procedures for the time being of the VPS. References herein to the "**Holders**" of VPS Notes are to the persons in whose names such VPS Notes have been entered in the records of VPS. Where a nominee is so evidenced it shall be treated by the Issuer as the Holder of the relevant VPS Note.

- 2.03 The Holder of any Note or Coupon will (except as otherwise required by applicable law and/or regulatory requirement) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest thereof or therein, any writing thereon, or any theft or loss thereof) and no person shall be liable for so treating such Holder.

Exchange and Transfer of Registered Notes

- 2.04 Interests in any Registered Global Note will be exchangeable in whole (not in part) for Definitive Registered Notes of the same type, at the request of the Holder if (i) Euroclear or Clearstream, Luxembourg or any other clearing system is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or in fact does so, and an alternative clearing system satisfactory to the Issuer is not available, or (ii) in the case of any Registered Global Note held by or on behalf of DTC, if DTC notifies the Issuer that it is unwilling or unable to continue as depositary for such Registered Global Note and a successor depositary satisfactory to the Issuer and the relevant Dealer is not available, or (iii) in the case of any Registered Global Note held by or on behalf of DTC, if DTC ceases to be a clearing agency for the purposes of the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**") or, (iv) an Event of Default (as defined in Condition 8) has occurred and is continuing and the Issuer has not cured or otherwise made good such Event of Default, or (v) unless otherwise provided in the applicable Final Terms, if a written request for one or more Definitive Registered Notes is made by a Holder of a beneficial interest in a Registered Global Note or (vi) at the option of the Issuer, if the Issuer or any Paying Agent, by reason of any change in, amendment to, or change in the interpretation of the laws of England and Wales or change in practice of any relevant authority is or will be required to make any deduction or withholding from any payment under such Registered Global Note which would not be required if the Notes represented by such Registered Global Note were in definitive form; **provided that** in the case of (v) above such written notice or request, as the case may be, is submitted to the Registrar by the beneficial owner not less than 60 days (or such other period as may be indicated in the applicable Final Terms) prior to the requested date of such exchange. Upon the occurrence of any of the events described in the preceding sentence, the Issuer will cause the appropriate Definitive Registered Notes to be delivered, **provided that**, notwithstanding the above (except upon the occurrence of an event described in (vi) above), no Definitive Registered Notes will be issued until expiry of the applicable Distribution Compliance Period.
- 2.05 Transfers of any Registered Global Note held by DTC shall be limited to transfers of such Registered Global Note, in whole but not in part, to a nominee of DTC or to a successor DTC or such successor's nominee.
- 2.06 Prior to expiry of the applicable Distribution Compliance Period, transfers by the Holder of, or of a beneficial interest in, a Regulation S Note to a transferee in the United States or to a U.S. person (as defined in Regulation S) will only be made:
- (i) upon receipt by the Registrar of a written certification substantially in the form set out in the Fiscal Agency Agreement, amended as appropriate (a "**Transfer Certificate**"), copies of which are available from the specified office of the Registrar or of any Transfer Agent, from the transferor of the Note or beneficial interest therein to the effect that such transfer is being made to a person is either (A) a QIB who is also a QP; (B) it is not a broker-dealer who own and invest on a discretionary basis less than US\$25 million in securities of unaffiliated issuers; (C) it is not a participant-directed employee plan, such as a 401(k) plan; (D) it is acting for its own account, or the account of one or more QIBs each of which is a QP; (E) it is not formed for the purpose of investing in the Notes or the Issuer; (F) it will, and each account for which it is purchasing will hold and transfer at least US\$

200,000 in principal amount of Notes at any time; (G) it understands that the Issuer may receive a list of participants holding positions in its securities from one or more book-entry depositories; and (H) it will provide notice of the transfer restrictions set forth in the Offering Circular to any subsequent transferees; or

- (ii) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any state of the United States,

In each case, in accordance with any applicable securities laws of any State of the United States or any other jurisdiction.

2.07 In the case of 2.06(i) above, such transferee may take delivery through a Legended Note in global or definitive form and, in the case of 2.06(ii) above, such transferee may take delivery only through a Legended Note in definitive form. After expiry of the applicable Distribution Compliance Period (a) beneficial interests in Regulation S Notes may be held through DTC directly by an independent participant in DTC or indirectly through an independent participant in DTC and (b) such certification requirements will no longer apply to such transfers.

2.08 Transfers of Legended Notes or beneficial interests therein may be made:

- (i) to a transferee who takes delivery of such interest through a Regulation S Note, upon receipt by the Registrar of a duly completed transfer certificate from the transferor to the effect that such transfer is being made in accordance with Regulation S and that, if such transfer is being made prior to expiry of the applicable Distribution Compliance Period, the interests in the Notes being transferred will be held immediately thereafter through Euroclear and/or Clearstream, Luxembourg; or
- (ii) to a transferee who takes delivery of such interest through a Legended Note where the transferee is a person is (A) a QIB who is also a QP; (B) it is not a broker-dealer who own and invest on a discretionary basis less than US\$25 million in securities of unaffiliated issuers; (C) it is not a participant-directed employee plan, such as a 401(k) plan; (D) it is acting for its own account, or the account of one or more QIBs each of which is a QP; (E) it is not formed for the purpose of investing in the Notes or the Issuer; (F) it will, and each account for which it is purchasing will hold and transfer at least US\$ 200,000 in principal amount of Notes at any time; (G) it understands that the Issuer may receive a list of participants holding positions in its securities from one or more book-entry depositories; and (H) it will provide notice of the transfer restrictions set forth in the Offering Circular to any subsequent transferees; or
- (iii) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any state of the United States,

and in each case, in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

2.09 Holders of Definitive Registered Notes may exchange such Definitive Registered Notes in whole (not in part) for interests in a Registered Global Note of the same type at any time.

2.10 Transfers of beneficial interests in Registered Global Notes will be effected by DTC, Euroclear or Clearstream, Luxembourg, as the case may be, and, in turn, by participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Registered Global Note will be transferable and exchangeable for Definitive Registered Notes or for a beneficial interest in another Registered Global Note only in accordance with the rules and operating procedures for the time being of DTC, Euroclear or Clearstream, Luxembourg, as the case may be (the "**Applicable Procedures**").

2.11 Under the terms and subject to the conditions set forth in the Fiscal Agency Agreement, a Definitive Registered Note may be transferred in whole (in the authorised denominations set out

in the applicable Final Terms) by the Holder or Holders surrendering the Definitive Registered Note for registration of the transfer of the Definitive Registered Note at the specified office of the Registrar or any Transfer Agent, with the form of transfer thereon duly executed by the Holder or Holders thereof or his or their attorney or attorneys duly authorised in writing and upon the Registrar or, as the case may be, the relevant Transfer Agent, after due and careful enquiry, being satisfied with the documents of title and the identity of the person making the request and subject to such reasonable regulations as the Issuer and the Registrar, or as the case may be, the relevant Transfer Agent may prescribe, including any restrictions imposed by the Issuer on transfers of Definitive Registered Notes originally sold to a U.S. person. Subject as provided above, the Registrar or, as the case may be, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar or, as the case may be, the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations) authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail to such address as the transferee may request, a new Definitive Registered Note of a like aggregate nominal amount to the Definitive Registered Note transferred. If the Definitive Registered Note is listed, admitted to trading and/or quotation on a listing authority, stock exchange and/or quotation system, the Issuer shall maintain a Transfer Agent in the location of such listing authority, stock exchange and/or quotation system if required to do so by the Rules of such listing authority, stock exchange and/or quotation system.

- 2.12 Exchanges or transfers by a Holder of a Definitive Registered Note for an interest in, or to a person who takes delivery of such Note through, a Registered Global Note of the same type will be made no later than 45 days after the receipt by the Registrar or, as the case may be, the relevant Transfer Agent of the Definitive Registered Note to be so exchanged or transferred and, if applicable, upon receipt by the Registrar of a written certification from the transferor.
- 2.13 In the event of a partial redemption of Notes under Condition 7.05, the Issuer shall not be required:
- (i) to register the transfer of Registered Notes (or parts of Registered Notes) during the period beginning on the 15th day before the date of the partial redemption and ending on the date fixed for such partial redemption (both inclusive); or
 - (ii) to register the transfer of any Registered Note, or part of a Registered Note, called for partial redemption.
- 2.14 No Holder may require the transfer of a Registered Note to be registered during the period of 15 days ending on the due date for any payment of principal or interest or payment on that Note.
- 2.15 Registration of transfers will be effected without charge by or on behalf of the Issuer, the Registrar or the relevant Transfer Agent, but upon payment (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may reasonably require) in respect of any tax, duty or other governmental charges which may be imposed in relation to it.

3. Status of the Notes

The Notes of each Series constitute unsecured and unsubordinated obligations of the Issuer and rank *pari passu* without any preference among themselves and at least *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, present and future, but (in the event of insolvency) only to the extent permitted by Finnish law relating to creditors' rights.

4. Status of the Guarantee

The obligations of the Guarantor under the Guarantee constitute direct and unsecured obligations of the Guarantor and rank at least *pari passu* with all other unsecured and unsubordinated obligations of the Guarantor, present and future, but (in the event of insolvency) only to the extent permitted by Finnish law relating to creditors' rights.

5. Negative Pledge

As long as any of the Notes remains outstanding (as defined in the Fiscal Agency Agreement) the Issuer will procure that no Indebtedness (as defined below) of the Issuer and no guarantee by it of any Indebtedness of any third party will be secured by any Charge (as defined below) upon any of its present or future property, assets or revenues unless the Issuer shall simultaneously with, or prior to, the creation of such Charge take any and all action necessary to procure that all amounts payable by it under the Notes are secured equally and rateably by such Charge, **provided, however, that** any security provided by the Issuer to the Guarantor as collateral for the amounts payable by the Issuer to the Guarantor in respect of guarantees issued by the Guarantor on behalf of the Issuer shall not be regarded as a Charge securing Indebtedness for the purposes of this Condition.

For the purposes of this Condition 5:

"Charge" means any mortgage, charge, lien (other than any lien arising by operation of law), pledge or other security interest; and

"Indebtedness" means any present or future indebtedness in the form of, or represented by, bonds, notes, debentures or other like notes (whether or not initially distributed by means of a private placing) which is, or is intended to be, or is capable of being, quoted, listed or ordinarily dealt in on any stock exchange, over-the-counter or other established securities market (for which purpose any such indebtedness shall be deemed not to be capable of being quoted, listed or ordinarily dealt in as aforesaid if the terms of its issue expressly so provide).

6. **Interest**

Notes may be interest-bearing or non-interest-bearing, as specified in the Final Terms. The Final Terms in relation to each Series of interest-bearing Notes shall specify which one (and one only) of Conditions 6A, 6B, 6C or 6D shall be applicable **provided that** Conditions 6E and 6F will be applicable as specified therein and save to the extent inconsistent with the Final Terms.

6A. ***Interest – Fixed Rate***

6A.01 Notes in relation to which this Condition 6A is specified in the Final Terms as being applicable shall bear interest from their date of issue (as specified in the Final Terms) at the rate or rates per annum specified in the Final Terms.

6A.02 The Notes shall bear interest from the Interest Commencement Date at the Rate of Interest payable in arrears on each Interest Payment Date, subject as provided in Condition 10 (Payments). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the redemption amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Holder and (ii) the day which is five days after the Fiscal Agent has notified the Holders that it has received all sums due in respect of the Notes up to such fifth day (except to the extent that there is any subsequent default in payment).

The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination.

The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount. For this purpose a **"sub-unit"** means, in the case of any currency other than Euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of Euro, means one cent.

6A.03 For the purposes of these Terms and Conditions:

"Calculation Amount" has the meaning given in the relevant Final Terms;

"Day Count Fraction" means, in respect of the calculation of an amount for any period of time (the **"Calculation Period"**), such day count fraction as may be specified in these Conditions or the relevant Final Terms and:

- (i) if **"Actual/Actual (ICMA)"** is so specified, means:
 - (a) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (b) where the Calculation Period is longer than one Regular Period, the sum of:
 - (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (a) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;
- (ii) if **"Actual/Actual (ISDA)"** is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (iii) if **"Actual/365 (Fixed)"** is so specified, means the actual number of days in the Calculation Period divided by 365;
- (iv) if **"Actual/360"** is so specified, means the actual number of days in the Calculation Period divided by 360;
- (v) if **"30/360"** is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D1" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

- (vi) if "30E/360" or "Eurobond Basis" is so specified means, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D1" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D2 will be 30; and

- (vii) if "30E/360 (ISDA)" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D1" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D2 will be 30,

provided, however, that in each such case the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period;

"Fixed Coupon Amount" has the meaning given in the relevant Final Terms;

"Interest Commencement Date" means the issue date of the Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

"Interest Period" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

"Rate of Interest" means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in the relevant Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Final Terms;

"Reference Rate" means the reference rate as specified in the relevant Final Terms;

"Regular Period" means:

- (i) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
- (ii) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **"Regular Date"** means the day and month (but not the year) on which any Interest Payment Date falls; and
- (iii) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **"Regular Date"** means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

"Specified Denomination(s)" has the meaning given in the relevant Final Terms.

6B. ***Interest – Floating Rate***

6B.01 Notes in relation to which this Condition 6B is specified in the Final Terms as being applicable shall bear interest at the rates per annum determined in accordance with this Condition 6B.

6B.02 The Final Terms in relation to each Series of Notes in relation to which this Condition 6B is specified as being applicable shall specify which page (the **"Relevant Screen Page"**) on the Reuters Screen or any other information vending service shall be applicable. For these purposes, **"Reuters Screen"** means the display page so designated on the Reuter Monitor Money Rates Service and in respect of the Reuters Screen or any other specified information vending service shall include such other service as may be nominated as the information vendor for the purpose of displaying comparable rates in succession thereto.

6B.03 The Rate of Interest applicable to such Notes (other than those which reference SONIA or SOFR) for each Interest Period (as defined in Condition 6F.02) shall (subject to Condition 6E (*Benchmark Replacement*) below) be determined by the Rate-Setting Agent (as defined in Condition 6F.05) on the following basis:

- (i) the Rate-Setting Agent will determine the Reference Rate in the relevant currency for a period of the duration of the relevant Interest Period on the Relevant Screen Page as of 11.00 a.m. (London time) (or, in the case of Notes denominated in Euro, 11.00 a.m. Brussels time) on the second London Banking Day (or, in the case of Notes denominated in Euro, on the second TARGET Business Day) before (or, in the case of Notes denominated in Pounds Sterling, on) the first day of the relevant Interest Period (the **"Interest Determination Date"**);
- (ii) if no such Reference Rate so appears (or, as the case may require, if fewer than two such Reference Rates so appear), the Rate-Setting Agent will request appropriate quotations and will determine the arithmetic mean of the rates at which deposits in the relevant currency are offered by four major banks in the London interbank market (or, in the case of Notes denominated in Euro, by four major banks in the Euro-zone interbank market), selected by the Rate-Setting Agent, at approximately 11.00 a.m. (London time) (or, in the

case of Notes denominated in Euro, 11.00 a.m. Brussels time) on the Interest Determination Date to prime banks in the London interbank market (or, in the case of Notes denominated in Euro, the Euro-zone interbank market) for a period of the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the relevant time; and

- (iii) if fewer than two rates are so quoted, the Rate-Setting Agent will determine the arithmetic mean of the rates quoted by four major banks in the Business Centre (or, in the case of Notes denominated in Euro, by four major banks in the Euro-zone interbank market) (as defined in Condition 10D.03), selected by the Rate-Setting Agent, at approximately 11.00 a.m. (Business Centre time) (or, in the case of Notes denominated in Euro, 11.00 a.m. Brussels time) on the first day of the relevant Interest Period for loans in the relevant currency to leading European banks for a period of the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the relevant time.

The Rate of Interest applicable to such Notes during each Interest Period will be the sum of the relevant margin (the "**Margin**") specified in the Final Terms and the rate (or, as the case may be, the arithmetic mean) so determined **provided that**, if the Rate-Setting Agent is unable to determine a rate (or, as the case may be, an arithmetic mean) in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to such Notes during such Interest Period will be the sum of the Margin and the rate (or, as the case may be, the arithmetic mean) last determined in relation to such Notes in respect of a preceding Interest Period.

- 6B.04 The Rate-Setting Agent will, as soon as practicable after determining the Rate of Interest in relation to each Interest Period, calculate the amount of interest (the "**Interest Amount**") payable in respect of the Calculation Amount for the relevant Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount and multiplying the product by the relevant Day Count Fraction.
- 6B.05 if Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, where:
 - (i) one rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and
 - (ii) the other rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next longer than the length of the relevant Interest Period;

provided, however, that if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

- 6B.06 If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate specified in the relevant Final Terms is SONIA, the Rate of Interest applicable to the Notes for each Interest Period will (subject to Condition 6E (*Benchmark Replacement*) and subject as provided below) be Compounded Daily SONIA (Lookback) or Compounded Daily SONIA (Observation Shift) plus or minus (as indicated in the relevant Final Terms) the Margin, all as determined by the Rate-Setting Agent.

For the purposes of this Condition 6B.06:

"**Applicable Period**" means where Compounded SONIA (Lookback) is specified as applicable in the Final Terms, the relevant Interest Period, and where Compounded SONIA (Observation Shift) is specified as applicable in the Final Terms, the Observation Period;

"**Compounded Daily SONIA**" with respect to an Interest Period, will be calculated by the Rate-Setting Agent on the relevant Interest Determination Date as follows, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{SONIA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

"**d**" means, for the Applicable Period, the number of calendar days in such Applicable Period;

"**d₀**" means, for the Applicable Period, the number of London Banking Days in such Applicable Period;

"**i**" means, for the relevant Applicable Period, a series of whole numbers from one to **d₀**, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in such Applicable Period;

"**Interest Determination Date(s)**" means the date specified as such in the relevant Final Terms;

"**London Banking Day**" or "**LBD**" means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

"**n_i**" means, for any London Banking Day "**i**", the number of calendar days from, and including, such London Banking Day "**i**" up to, but excluding, the following London Banking Day;

"**Observation Period**" means, in respect of the relevant Interest Period, the period from, and including, the date falling "**p**" London Banking Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date which is "**p**" London Banking Days prior to the Interest Payment Date at the end of such Interest Period (or the date falling "**p**" London Banking Days prior to such earlier date, if any, on which the Notes become due and payable);

"**p**" means, for any Interest Period, the number of London Banking Days by which the corresponding Observation Period precedes such Interest Period, as specified in the relevant Final Terms (or, if no such number is specified, five London Banking Days);

"**SONIA Reference Rate**" means, in respect of any London Banking Day, a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or if the Relevant Screen Page is unavailable, as otherwise is published by such authorised distributors) on the London Banking Day immediately following such London Banking Day; and

"**SONIA_i**" means, in respect of any London Banking Day "**i**" in the Applicable Period, (a) where "Lookback " is specified as applicable in the Final Terms, , the SONIA Reference Rate for the London Banking Day falling "**p**" London Banking Days prior to such London Banking Day "**i**"; or (b) where "Observation Shift" is specified as applicable in the Final Terms, the SONIA Reference Rate for such London Banking Day "**i**".

If, subject to Condition 6E (*Benchmark Replacement*), in respect of any London Banking Day in the relevant Applicable Period, the Rate-Setting Agent determines that the SONIA Reference Rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SONIA Reference Rate shall be:

(i) (A) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at 5.00 p.m. (or, if earlier close of business) on the relevant London Banking Day; plus (B) the mean of the spread of the SONIA Reference Rate to the Bank Rate over the previous five days on which a SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); or

(ii) if the Bank Rate is not published by the Bank of England at close of business on the relevant London Banking Day, the SONIA Reference Rate published on the Relevant Screen Page (or

otherwise published by the relevant authorised distributors) for the first preceding London Banking Day on which the SONIA Reference Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors).

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Rate-Setting Agent, subject to Condition 6E (*Benchmark Replacement*), the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the relevant Final Terms) is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period) or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period).

- (a) 6B.07 If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate specified in the relevant Final Terms is SOFR, the Rate of Interest applicable to the Notes for each Interest Period will be Compounded SOFR (Lookback), Compounded SOFR (Observation Shift), Weighted Average SOFR or SOFR Average plus or minus (as indicated in the relevant Final Terms) the Margin, all as determined by the Rate-Setting Agent. For the purposes of this Condition 6B.07:

"**Business Day**" means any weekday that is a U.S. Government Securities Business Day and is not a legal holiday in New York, London and each (if any) Additional Business Centre(s) specified in the relevant Final Terms and is not a date on which banking institutions in those cities are authorised or required by law or regulation to be closed;

"**Compounded SOFR**" with respect to any Interest Period, means the rate of return of a daily compound interest investment computed in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{\text{SOFR}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

"**d_o**" for any Observation Period, is the number of U.S. Government Securities Business Days in the relevant Observation Period;

"**i**" is a series of whole numbers from one to **d_o**, each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Observation Period;

"**SOFR_i**" for any U.S. Government Securities Business Day "i" in the relevant Observation Period, is equal to:

- (i) in respect of Compounded SOFR (Lookback): SOFR in respect of the U.S. Government Securities Business Day falling "p" U.S. Government Business Days prior to that day "i";
- (ii) in respect of Compounded SOFR (Observation Shift): SOFR in respect of that day "i"; or
- (iii) in respect of Weighted Average SOFR:

- (1) if such U.S. Government Securities Business Day is a SOFR Reset Date, SOFR in relation to the U.S. Government Securities Business Day immediately preceding such SOFR Reset Date; and
- (2) if such U.S. Government Securities Business Day is not a SOFR Reset Date (being a U.S. Government Securities Business Day falling in the Cut-Off Period), SOFR in relation to the U.S. Government Securities Business Day immediately preceding the last SOFR Reset Date in such Interest Period;

"**n_i**" for any U.S. Government Securities Business Day "i" in the relevant Observation Period, is the number of calendar days from, and including, such U.S. Government Securities Business Day "i" to, but excluding, the following U.S. Government Securities Business Day ("i+1");

"**d**" is the number of calendar days in the relevant Observation Period;

"**Interest Determination Date**" means the date falling "p" U.S. Government Securities Business Days before each Interest Payment Date, as specified in the relevant Final Terms;

"**Interest Period**" means each period from, and including, an Interest Payment Date (or, in the case of the first Interest Period, the Interest Commencement Date) to, but excluding, the next Interest Payment Date (or, in the case of the final Interest Period, the Maturity Date or, if the Issuer elects or becomes obliged to redeem the Instruments on any earlier redemption date, the relevant redemption date);

"**Observation Period**": means

- (i) in respect of Weighted Average SOFR or Compounded SOFR (Lookback): the Interest Period; or
- (ii) in respect of Compounded SOFR (Observation Shift): in respect of each Interest Period, the period from, and including, the date falling "p" U.S. Government Securities Business Days preceding the first date in such Interest Period to, but excluding, the date falling "p" U.S. Government Securities Business Days preceding the Interest Payment Date for such Interest Period;

"**p**" has the value ascribed to it in the relevant Final Terms;

"**SOFR**" with respect to any U.S. Government Securities Business Day, means:

- (iv) the Secured Overnight Financing Rate published for such U.S. Government Securities Business Day as such rate appears on the SOFR Administrator's Website at 3:00 p.m. (New York time) on the immediately following U.S. Government Securities Business Day (the "**SOFR Determination Time**"); or
- (v) if the rate specified in (i) above does not so appear, the Secured Overnight Financing Rate as published in respect of the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the SOFR Administrator's Website;

"**SOFR Administrator**" means the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate);

"**SOFR Administrator's Website**" means the website of the Federal Reserve Bank of New York, or any successor source;

"**SOFR Reset Date**" means each U.S. Government Securities Business Day during the relevant Interest Period, other than any U.S. Government Securities Business Day in the period from (and including) the day following the Interest Determination Date which, where this definition applies, shall be no less than 5 U.S. Government Securities Business

Day prior to the end of the relevant Interest Period to (but excluding) the corresponding Interest Payment Date (such Period, the "**Cut-Off Period**");

"**U.S. Government Securities Business Day**" means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities; and

"**Weighted Average SOFR**" means the arithmetic mean of the SOFR in effect for each SOFR Reset Date during the relevant Interest Period (each such U.S. Government Securities Business Day, "i"), calculated by multiplying the relevant SOFR by the number of SOFR Reset Dates such SOFR is in effect, determining the sum of such products and dividing such sum by the number of SOFR Reset Dates in the relevant Interest Period, provided however that the last four SOFR Reset Dates of such Interest Period shall be a "Suspension Period". During a Suspension Period, the SOFR for each day during that Suspension Period will be the value for the SOFR Reset Date immediately prior to the first day of such Suspension Period.

- (b) *Provisions relating to Floating Rate Notes which reference SOFR Average:* This Condition 6B.07(b) is applicable to Notes only if "Screen Rate Determination" is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate is specified in the applicable Final Terms as being SOFR Average, the Rate of Interest for each Interest Period will, subject as provided below, be SOFR Average plus or minus (as indicated in the applicable Final Terms) the Margin.

"**SOFR Average**" means, in respect of an Interest Period, the rate calculated by the Calculation Agent, on the relevant Interest Determination Date as follows, and the resulting percentage will be rounded, if necessary, to the fifth decimal place of a percentage point, with 0.000005 being rounded upwards:

$$\left(\frac{SOFR\ Index_{End}}{SOFR\ Index_{Start}} - 1 \right) \times \left(\frac{360}{d_c} \right)$$

where:

"**SOFR Index_{Start}**" means the SOFR Index value on the day which is "p" U.S. Government Securities Business Days preceding the first date of the relevant Interest Period (an "**SOFR Index Determination Start Date**");

"**SOFR Index_{End}**" means the SOFR Index value on the day which is "p" U.S. Government Securities Business Days preceding the Interest Payment Date relating to such Interest Period (or in the final Interest Period, the Maturity Date) (a "**SOFR Index Determination End Date**");

"p" means the whole number specified in the applicable Final Terms, such number representing a number of U.S. Government Securities Business Days;

"d_c" means the number of calendar days from (and including) SOFR Index_{Start} to (but excluding) SOFR Index_{End}

"**SOFR Index Date**" means an SOFR Index Determination Start Date or an SOFR Index Determination End Date, as the case may be;

The "**SOFR Index**" in relation to any U.S. Government Securities Business Day shall be the value as published by the SOFR Administrator on the SOFR Administrator's Website at 3:00 p.m. (New York Time) on such U.S. Government Securities Business Day ("**SOFR Determination Time**").

Subject as set out in Condition 6B.07(c) and 6B.07(d) below, if the SOFR Index is not published on any relevant SOFR Index Date, and a Benchmark Transition Event and related Benchmark Replacement Date have not occurred, "**SOFR Average**" means, for an

Interest Determination Date with respect to an Interest Period, USD-SOFR-COMPOUND, i.e., the daily compound interest investment (it being understood that the reference rate for the calculation of such interest is the Secured Overnight Financing Rate (SOFR)), calculated in accordance with only the formula and definitions required for such formula set forth in USD-SOFR-COMPOUND of Supplement number 57 (for the avoidance of doubt, without applying all fallbacks included therein) to the ISDA Definitions (and for the purposes of such provisions, references to "**Calculation Period**" shall mean, the period from and including the date which is "p" U.S. Government Securities Business Days preceding the first date of the relevant Interest Period to, but excluding, the date which is "p" U.S. Government Securities Business Days preceding the Interest Payment Date relating to such Interest Period (or in the final Interest Period, the Maturity Date) (or if the Notes become due and payable in accordance with Condition 8 (*Events of Default*), the date on which the Notes become due and payable (or, if such date is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such date) and references to "SOFR Index Cessation Event" shall mean Benchmark Transition Event (as defined below)).

If a Benchmark Transition Event and its related Benchmark Replacement Date have occurred during such Interest Period, the provisions below under Condition 6B.07(c) and 6B.07(d) shall apply to such Interest Period and any future Interest Periods (subject to the occurrence of any future Benchmark Transition Event).

- (c) If the Issuer determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates. In connection with the implementation of a Benchmark Replacement, the Issuer will have the right to make Benchmark Replacement Conforming Changes from time to time, without any requirement for the consent or approval of Holders.

Any determination, decision or election that may be made by the Issuer pursuant to this section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection:

- (i) will be conclusive and binding absent manifest error;
- (ii) will be made in the sole discretion of the Issuer; and
- (iii) notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the holders of the Notes or any other party.

"Benchmark" means, initially, Compounded SOFR or Weighted Average SOFR as applicable, as such term is defined above; provided that if the Issuer determines on or prior to the Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Compounded SOFR or Weighted Average SOFR as applicable (or the published daily SOFR used in the calculation thereof) or the then-current Benchmark, then "Benchmark" shall mean the applicable Benchmark Replacement.

"Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Issuer on the Benchmark Replacement Date:

- (i) the sum of: (A) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark; and (B) the Benchmark Replacement Adjustment;
- (ii) the sum of: (A) the ISDA Fallback Rate; and (B) the Benchmark Replacement Adjustment; or

- (iii) the sum of: (A) the alternate rate of interest that has been selected by the Issuer as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time; and (B) the Benchmark Replacement Adjustment;

"Benchmark Replacement Adjustment" means the first alternative set forth in the order below that can be determined by the Issuer or its designee on the Benchmark Replacement Date:

- (i) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (ii) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or
- (iii) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Issuer decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer determines is reasonably necessary);

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (i) in the case of clause (i) or (ii) of the definition of "Benchmark Transition Event," the later of: (a) the date of the public statement or publication of information referenced therein; and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or
- (ii) in the case of clause (iii) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (i) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such

statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

- (ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or
- (iii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative;

"ISDA Fallback Adjustment" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the relevant Benchmark;

"ISDA Fallback Rate" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"Reference Time" with respect to any determination of the Benchmark means: (i) if the Benchmark is Compounded SOFR, the SOFR Determination Time; and (ii) if the Benchmark is not Compounded SOFR, the time determined by the Issuer after giving effect to the Benchmark Replacement Conforming Changes;

"Relevant Governmental Body" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

"Unadjusted Benchmark Replacement" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

- (d) Any Benchmark Replacement, Benchmark Replacement Adjustment and the specific terms of any Benchmark Replacement Conforming Changes, determined under this Condition 6B.07 will be notified promptly (and in any event not less than 10 Business Days prior to such changes taking effect) by the Issuer to the Fiscal Agent the Calculation Agent, the Paying Agents and, in accordance with Condition 15 (*Notices*), the Holders. Such notice shall be irrevocable and shall specify the effective date on which such changes take effect.

No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate duly signed on behalf of the Issuer:

- (A) confirming: (x) that a Benchmark Transition Event has occurred; (y) the relevant Benchmark Replacement; and (z) where applicable, any Benchmark Replacement Adjustment and/or the specific terms of any relevant Benchmark Replacement Conforming Changes, in each case as determined in accordance with the provisions of this Condition 6B.07; and

(B) certifying that the relevant Benchmark Replacement Conforming Changes are necessary to ensure the proper operation of such Benchmark Replacement and/or Benchmark Replacement Adjustment.

6B.08 Unless otherwise specified in the applicable Final Terms, in no event shall the Rate of Interest or Interest Amount be less than zero.

6C. **Interest – Swap-Related (ISDA)**

6C.01 Notes in relation to which this Condition 6C is specified in the Final Terms as being applicable shall bear interest at the rates per annum determined in accordance with this Condition 6C.

6C.02 Each such Note shall bear interest from its date of issue (as specified in the Final Terms). Such interest will be payable on such dates and in such amounts as would have been payable (regardless of any event of default or termination event thereunder) by the Issuer had it entered into a swap transaction (to which applied a swap master agreement and the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.) or, if so specified in the relevant Final Terms, the 2000 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.); (the "**ISDA Definitions**"), with the Calculation Agent under which:

- the Reset Date was the first day of the relevant Interest Period or such other day as specified in the relevant Final Terms;
- the Fixed Rate Payer or, as the case may be, the Floating Rate Payer was the Issuer;
- the Calculation Agent was the Rate-Setting Agent;
- the Effective Date was such date of issue; and
- all other terms were as specified in the Final Terms.

6C.03 If Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates based on the relevant Floating Rate Option (as defined in the ISDA Definitions and as specified in the relevant Final Terms), where:

- (a) one rate shall be determined as if the Designated Maturity (as defined in the ISDA Definitions) were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and
- (b) the other rate shall be determined as if the Designated Maturity (as defined in the ISDA Definitions) were the period of time for which rates are available next longer than the length of the relevant Interest Period,

provided, however, that if there is no rate available for a period of time next shorter than the length of the relevant Interest Period or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

6C.04 Unless otherwise specified in the applicable Final Terms, in no event shall the Rate of Interest or Interest Amount be less than zero.

6D. **Interest – Other Rates**

Notes in relation to which this Condition 6D is specified in the Final Terms as being applicable shall bear interest at the rates per annum and be payable in the amounts and in the manner determined in accordance with the Final Terms.

6E. **Benchmark Replacement**

6E.01 In addition, notwithstanding the provisions above in this Condition 6 (*Interest*) but subject, where the Reference Rate specified in the relevant Final Terms is SOFR, to the operation of the fallback provisions specified in the definition of SOFR in Condition 6B.07, if the Issuer determines that a Benchmark Event has occurred, when any Rate of Interest (or the relevant component part thereof) remains to be determined by such Reference Rate (the "**Original Reference Rate**"), then the following provisions shall apply:

- (i) the Issuer shall use reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine (acting in good faith and in a commercially reasonable manner), no later than 5 business days prior to the relevant Interest Determination Date relating to the next succeeding Interest Period (the "**IA Determination Cut-off Date**"), a Successor Rate (as defined below) or, alternatively, if there is no Successor Rate, an Alternative Reference Rate (as defined below) for purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Notes;
- (ii) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine a Successor Rate or an Alternative Reference Rate prior to the IA Determination Cut-off Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, if there is no Successor Rate, an Alternative Reference Rate;
- (iii) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined in accordance with the preceding provisions, such Successor Rate or, failing which, an Alternative Reference Rate (as applicable) shall be the Reference Rate for each of the future Interest Periods (subject to the subsequent operation of, and to adjustment as provided in, this Condition 6E (*Benchmark Replacement*)); *provided, however*, that if sub-paragraph (ii) applies and the Issuer is unable to or does not determine a Successor Rate or an Alternative Reference Rate prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the preceding Interest Period (or alternatively, if there has not been a first Interest Payment Date, the rate of interest shall be the initial Rate of Interest) (subject, where applicable, to substituting the Margin that applied to such preceding Interest Period for the Margin that is to be applied to the relevant Interest Period); for the avoidance of doubt, the proviso in this sub-paragraph (iii) shall apply to the relevant Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 6E (*Benchmark Replacement*);
- (iv) if the Independent Adviser or the Issuer determines a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) in accordance with the above provisions, the Independent Adviser or the Issuer (as applicable), may also specify changes to these Conditions, including but not limited to the Day Count Fraction, Relevant Screen Page, Business Day Convention, Interest Determination Date, and/or the definition of Reference Rate applicable to the Notes, and the method for determining the fallback rate in relation to the Notes, in order to follow market practice in relation to the Successor Rate or the Alternative Reference Rate (as applicable). If the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable), determines that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Reference Rate (as applicable) and determines the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Reference Rate (as applicable). If the Independent Adviser or the Issuer (as applicable) is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment

Spread. For the avoidance of doubt, the Issuer and the Fiscal Agent shall, at the direction and expense of the Issuer, effect such consequential amendments to the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 6E (*Benchmark Replacement*). Noteholder consent shall not be required in connection with effecting the Successor Rate or Alternative Reference Rate (as applicable) or such other changes, including for the execution of any documents or other steps by the Issuer or the Fiscal Agent (if required); and

- (v) the Issuer shall promptly, following the determination of any Successor Rate or Alternative Reference Rate (as applicable), give notice thereof to the Fiscal Agent and the Holders, which shall specify the effective date(s) for such Successor Rate or Alternative Reference Rate (as applicable) and any consequential changes made to these Conditions,

6E.02 For the purposes of this Condition 6E (*Benchmark Replacement*):

"Adjustment Spread" means a spread (which may be positive, negative or zero) or formula or methodology for calculating a spread, which the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable), determines is required to be applied to the Successor Rate or the Alternative Reference Rate (as applicable) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Holders as a result of the replacement of the Reference Rate with the Successor Rate or the Alternative Reference Rate (as applicable) and is the spread, formula or methodology which:

- (i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (ii) in the case of a Successor Rate for which no such recommendation has been made or in the case of an Alternative Reference Rate, the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as applicable); or
- (iii) if no such customary market usage is recognised or acknowledged, the Independent Adviser (in consultation with the Issuer) or the Issuer in its discretion (as applicable), determines (acting in good faith and in a commercially reasonable manner) to be appropriate;

"Alternative Reference Rate" means the rate that the Independent Adviser or the Issuer (as applicable) determines has replaced the relevant Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest in respect of bonds denominated in the Specified Currency and of a comparable duration to the relevant Interest Period, or, if the Independent Adviser or the Issuer (as applicable) determines that there is no such rate, such other rate as the Independent Adviser or the Issuer (as applicable) determines in its discretion (acting in good faith and in a commercially reasonable manner) is most comparable to the relevant Reference Rate;

"Benchmark Event" means:

- (i) the Reference Rate ceasing to be published for a period of at least 10 Business Days or ceasing to exist; or
- (ii) a public statement by the administrator of the Reference Rate that it has ceased or that it will cease to publish the Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Reference Rate); or

- (iii) a public statement by the supervisor of the administrator of the Reference Rate, that the Reference Rate has been or will be permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor of the administrator of the Reference Rate as a consequence of which the Reference Rate will be prohibited from being used either generally, or in respect of the Notes; or
- (v) a public statement by the supervisor of the administrator of the relevant Reference Rate that, in the view of such supervisor, such Reference Rate is no longer representative of an underlying market or the methodology to calculate such Reference Rate has materially changed; or
- (vi) it has become unlawful for any Agent, the Issuer or the Guarantor or other party to calculate any payments due to be made to any Holder using the Original Reference Rate;

"Independent Adviser" means an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets, in each case appointed by the Issuer at its own expense;

"Relevant Nominating Body" means, in respect of a reference rate:

- (i) the central bank for the currency to which the reference rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate; or
- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the reference rate relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate, (c) a group of the aforementioned central banks or other supervisory authorities, or (d) the Financial Stability Board or any part thereof; and

"Successor Rate" means the rate that the Independent Adviser or the Issuer (as applicable) determines is a successor to or replacement of the Reference Rate which is formally recommended by any Relevant Nominating Body.

6F. ***Interest – Supplemental Provision***

6F.01 Conditions 6F.02, 6F.03, 6F.04 and 6F.05 shall be applicable in relation to all Notes.

Interest Payment Date Conventions

6F.02 The Final Terms may specify which of the following conventions shall be applicable, namely:

- (i) the **"FRN Convention"**, **"Floating Rate Convention"** or **"Eurodollar Convention"** in which case interest shall be payable in arrear on each date (each an **"Interest Payment Date"**) which numerically corresponds to their date of issue or such other date as may be specified in the Final Terms or, as the case may be, the preceding Interest Payment Date in the calendar month which is the number of months specified in the Final Terms after the calendar month in which such date of issue or such other date as aforesaid or, as the case may be, the preceding Interest Payment Date occurred **provided that**:
 - (a) if there is no such numerically corresponding day in the calendar month in which an Interest Payment Date should occur, then the relevant Interest Payment Date will be the last day which is a Business Day in that calendar month;
 - (b) if an Interest Payment Date would otherwise fall on a day which is not a Business Day, then the relevant Interest Payment Date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and

- (c) if such date of issue or such other date as aforesaid or the preceding Interest Payment Date occurred on the last day in a calendar month which was a Business Day, then all subsequent Interest Payment Dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which such date of issue or such other date as aforesaid or, as the case may be, the preceding Interest Payment Date occurred;
- (ii) the "**Following Business Day Convention**", in which case interest shall be payable in arrear on such dates (each an "**Interest Payment Date**") as are specified in the Final Terms **provided that**, if any Interest Payment Date would otherwise fall on a date which is not a Business Day, the relevant Interest Payment Date will be the first following day which is a Business Day;
- (iii) the "**Modified Following Business Day Convention**", in which case interest shall be payable in arrear on such dates (each an "**Interest Payment Date**") as are specified in the Final Terms **provided that**, if any Interest Payment Date would otherwise fall on a date which is not a Business Day, the relevant Interest Payment Date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case the relevant Interest Payment Date will be the first preceding day which is a Business Day;
- (iv) "**Preceding Business Day Convention**" means that the relevant date shall be brought forward to the first preceding day that is a Business Day;
- (v) such other convention as may be specified in the Final Terms.

Each period beginning on (and including) such date of issue or such other date as aforesaid and ending on (but excluding) the first Interest Payment Date and each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date is herein called an "**Interest Period**".

Notification of Items Determined by the Rate Setting Agent

- 6F.03 The Rate-Setting Agent will cause each Rate of Interest, floating rate, Interest Payment Date, final day of a Calculation Period, Interest Amount, floating amount or other item, as the case may be, determined by it to be notified to the Fiscal Agent who will cause all such determinations to be notified to the other Paying Agents and, in the case of Registered Notes, the Registrar (from whose respective specified offices such information will be available) as soon as practicable after such determination but in any event not later than the fourth London Banking Day thereafter and, in the case of Notes admitted to the official list maintained by the UK Financial Conduct Authority (the "**FCA**") (the "**Official List**"), cause each such Rate of Interest, floating rate, Interest Payment Date, final day of a Calculation Period, Interest Amount, floating amount or other item, as the case may be, determined by it to be notified to the FCA. For the purposes of these Terms and Conditions, "**London Banking Day**" means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in London.
- 6F.04 The Rate-Setting Agent will be entitled to amend any Interest Amount, floating amount, Interest Payment Date or last day of a Calculation Period (or to make appropriate alternative arrangements by way of adjustment) without notice in the event of the extension or abbreviation of the relevant Interest Period or Calculation Period. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Note having the minimum Specified Denomination.
- 6F.05 The determination by the Rate-Setting Agent of all rates of interest and amounts of interest for the purposes of this Condition 6 shall, in the absence of manifest error, be final and binding on all parties. As used herein, the "**Rate-Setting Agent**" means the Fiscal Agent or such other agent as may be specified in the Final Terms.

6F.06 In the case of partly-paid Notes (other than partly-paid Notes which are non-interest-bearing) interest will accrue as aforesaid on the paid-up principal amount of such Notes and otherwise as indicated in the applicable Final Terms.

7. **Redemption and Purchase**

Redemption at Maturity

7.01 Unless previously redeemed, or purchased and cancelled, Notes shall be redeemed at their principal amount (or at such other redemption amount as may be specified in the Final Terms) on the date or dates (or, in the case of Notes which bear interest at a floating rate of interest, on the date or dates upon which interest is payable) specified in the Final Terms.

Early Redemption or Substitution for Taxation Reasons

7.02 If, in relation to any Series of Notes (i) as a result of any change in the laws of the Republic of Finland or of any political subdivision thereof or any authority or agency therein or thereof having power to tax or in the interpretation or administration of any such laws or regulations which becomes effective on or after the date of issue of such Notes or any earlier date specified in the Final Terms on the occasion of the next payment due in respect of such Notes the Issuer would be required to pay additional amounts as provided in Condition 9 and (ii) such circumstances are evidenced by the delivery by the Issuer to the Fiscal Agent and in the case of VPS Notes, to the VPS and the VPS Account Manager, of a certificate duly signed by an authorised signatory of the Issuer stating that the said circumstances prevail and describing the facts leading thereto and an opinion of independent legal advisers of recognised standing to the effect that such circumstances prevail, the Issuer may, at its option, having given no less than thirty nor more than sixty days' notice (ending, in the case of Notes which bear interest at a floating rate, on a day upon which interest is payable) to the Holders in accordance with Condition 15 (which notice shall be irrevocable):

(A) redeem all (but not some only) of the Notes comprising the relevant Series at their principal amount (or at such other redemption amount as may be specified in the Final Terms), together with accrued interest (if any) thereon provided, however (and except in the case of Notes which bear interest at a floating rate), that no such notice of redemption may be given earlier than ninety days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due; or

(B) substitute, without the consent of any Holders of Notes **provided that** no payment in respect of any such Series is overdue, an Affiliate to assume liability for the due and punctual payment of all payments on all Notes then outstanding and the performance of all the Issuer's other obligations under all the Notes then outstanding and the Fiscal Agency Agreement and the Deed of Covenant.

Upon any such assumption, the assuming company shall succeed to the rights and obligations of the Issuer (or any previous assuming company) under the Notes, the Fiscal Agency Agreement and the Deed of Covenant and the Issuer or any previous assuming company shall be released from its liability on the Notes, the Fiscal Agency Agreement and the Deed of Covenant. Such assumptions shall be permitted only if the assuming company, the Issuer and the Guarantor enter into a deed poll (the "**Deed Poll**") whereby (i) the assuming company assumes the obligations of the Issuer under the Notes, the Fiscal Agency Agreement and the Deed of Covenant, (ii) the assuming company and the Guarantor agree to indemnify each Holder and each Account Holder against (a) any tax, duty, fee or governmental charge which is imposed on such Holder or Account Holder with respect to such Note or Deed of Covenant, as the case may be, and which would not have been so imposed had such assumption not been made, (b) any tax, duty, fee or governmental charge imposed on or relating to the act of assumption and (c) any costs or expenses of the act of assumption, (iii) the Guarantor unconditionally guarantees (irrespective of the validity, regularity or enforceability against the assuming company of any Note, the Deed of Covenant, the Fiscal Agency Agreement or the Deed Poll or of any action to enforce the same and substantially to the effect scheduled to the Fiscal Agency Agreement) all payments in respect of the Notes, the Fiscal Agency Agreement, the Deed of Covenant and the Deed Poll and (iv) the assuming company and

the Guarantor warrant that all necessary governmental approvals and consents for the assumption by the assuming company of its obligations and the giving and implementation of the Guarantor's guarantee have been obtained and are in full force and the obligations of the assuming company under the Notes, the Deed of Covenant, the Fiscal Agency Agreement and the Deed Poll and of the Guarantor under its guarantee to guarantee payments in respect of the Notes, the Deed of Covenant, the Fiscal Agency Agreement and the Deed Poll are legal, valid, binding and enforceable in accordance with their terms **provided that** no substitution shall take place pursuant to Condition 7.02(B) unless the assuming company and the Guarantor have obtained legal opinions containing no material qualifications from independent legal advisers of recognised standing in the country of incorporation of the assuming company, Finland and in England that the obligations of the assuming company and of the Guarantor are legal, valid and binding and that all consents and approvals as aforesaid have been obtained.

As used herein, "**Affiliate**" means any entity controlled, directly or indirectly, by the Guarantor, any entity that controls the Issuer, directly or indirectly, or any entity under common control with the Issuer. For this purpose, "**control**" of the Issuer or any entity means ownership of a majority of the voting power of the Issuer or such entity.

Not less than thirty nor more than ninety days prior to the effective date of the assumption by the assuming company, the Issuer shall procure the notification to the Holders, in accordance with Condition 15, of the assumption and stating that copies, or pending execution thereof final drafts, of the Deed Poll and other relevant documents and of the legal opinions are available for inspection by Holders at the specified offices of the Fiscal Agent and the Registrar. The originals of the Deed Poll and other documents will be delivered to the Fiscal Agent to hold until there are no claims outstanding in respect of the Notes, the Deed of Covenant, the Fiscal Agency Agreement or the Deed Poll. The assuming company, the Issuer and the Guarantor shall in the Deed Poll acknowledge the right of every Holder of any Note or, as the case may be, every Account Holder to the production of such documents.

Upon the assumption becoming effective, references in these Conditions to the "**Republic of Finland**", shall be deemed to be replaced by references to the country of incorporation and, if different, the country of tax residence of the assuming company.

Optional Early Redemption (Call)

- 7.03 If this Condition 7.03 is specified in the Final Terms as being applicable, then the Issuer may, upon the expiry of the appropriate notice and subject to such conditions as may be specified in the Final Terms, redeem all (but not, unless and to the extent specified otherwise in the relevant Final Terms, some only) of the Notes at their principal amount (or such other redemption amount as may be specified in the Final Terms) together with accrued interest (if any) thereon.
- 7.04 The appropriate notice referred to in Condition 7.03 is a notice given by the Issuer to the Fiscal Agent, the Registrar (in the case of Registered Notes) and the Holders of the Notes, which notice shall be duly signed by the Issuer and shall specify:
- (i) the Series of Notes subject to redemption;
 - (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed; and
 - (iii) the due date for such redemption, which shall be not less than thirty days (or such lesser period as may be specified in the Final Terms) after the date on which such notice is validly given and which is, in the case of Notes which bear interest at a floating rate, a date upon which interest is payable.

Any such notice shall be irrevocable, and the delivery thereof shall oblige the Issuer to make the redemption therein specified.

Partial Redemption

- 7.05 If some only of the Notes of a Series are to be redeemed on any date in accordance with Condition 7.03:

- (i) in the case of Bearer Notes the Notes to be redeemed shall be drawn by lot in such European city as the Fiscal Agent may specify, or identified in such other manner or in such other place as the Fiscal Agent may approve and deem appropriate and fair, subject always to compliance with all applicable laws and the requirements of any listing authority, stock exchange and/or quotation system on which the relevant Notes may be listed, traded and/or quoted (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount at their discretion);
- (ii) in the case of Registered Notes, the Notes shall be redeemed *pro rata* to their principal amounts, subject always as aforesaid; and
- (iii) in the case of VPS Notes, Notes to be redeemed shall be selected in accordance with the rules of the VPS.

Optional Early Redemption (Put)

7.06 If this Condition 7.06 is specified in the Final Terms as being applicable, then the Issuer shall, upon the exercise of the relevant option by the Holder of any Note, redeem such Note on the date or the next of the dates specified in the Final Terms at its principal amount (or such other redemption amount as may be specified in the Final Terms), together with accrued interest (if any) thereon. In order to exercise such option, the Holder must, not less than forty-five days before the date specified (or such other period as may be specified in the Final Terms), deposit the relevant Note (together, in the case of an interest-bearing Definitive Note, with any unmatured Coupons appertaining thereto) with, in the case of a Bearer Note, any Paying Agent or, in the case of a Registered Note, the Registrar together with a duly completed redemption notice in the form which is available from the specified office of any of the Paying Agents or, as the case may be, the Registrar.

In the case of VPS Notes, the Holders must, within the notice period, give notice to the relevant VPS Account Manager of such exercise in accordance with the standard procedures of the VPS from time to time.

Purchase of Notes

7.07 The Issuer may at any time purchase Notes in the open market or otherwise and at any price **provided that**, in the case of interest-bearing Definitive Notes, all unmatured Coupons appertaining thereto are purchased therewith.

Cancellation of Redeemed and Purchased Notes

7.08 All unmatured Notes redeemed or purchased in accordance with this Condition 7 and, in the case of interest-bearing Definitive Notes, any unmatured Coupons attached thereto or surrendered or purchased therewith may be cancelled reissued or resold, (save for VPS Notes, which will be deleted from the records of VPS and cannot thereafter be reissued or resold).

8. Events of Default

8.01 Unless otherwise specified in the Final Terms, the following events or circumstances (each an "**Event of Default**") shall be events of default in relation to the Notes of any Series, namely;

- (i) the Issuer fails to pay any amount payable in respect of any Note for a period of more than ten days from the due date to make payment thereof; or
- (ii) default is made by the Issuer or the Guarantor in the performance or observance of any other obligation, condition or provision binding on it under or in respect of any of such Notes and such default continues for ninety days after written notice of such failure, requiring the Issuer or, as the case may be, the Guarantor to remedy the same, shall first have been given to the Fiscal Agent by the Holder of any such Note at the time outstanding; or
- (iii) any indebtedness for or in respect of borrowed money of the Issuer or the Guarantor becomes due and repayable prematurely by reason of an event of default (howsoever

called) or the Issuer or the Guarantor fails to make any payment in respect of any indebtedness for or in respect of borrowed money on the due date for payment as extended by any applicable grace period or any security given by the Issuer or the Guarantor for any indebtedness for borrowed money becomes enforceable or if default is made by the Issuer or the Guarantor in making any payment due under any guarantee and/or indemnity given by it in relation to any indebtedness for borrowed money of any other person in an aggregate amount of at least €50,000,000 (or its equivalent in any other currency or currencies); or

- (iv) the Issuer or the Guarantor is adjudicated or found bankrupt or insolvent, or suspends payments, any order or action is made or taken by any competent court or administrative agency, or any resolution is passed by the Issuer or the Guarantor, to apply for judicial composition proceedings with its creditors or for the appointment of a receiver or trustee or other similar official in insolvency proceedings in relation to the Issuer or the Guarantor or a substantial part of their assets, or the Issuer or the Guarantor is wound up or dissolved; or
- (v) the Guarantee ceases to be, or is claimed by the Guarantor not to be, in full force and effect.

8.02 If any Event of Default shall occur in relation to any Series of Notes, any Holder of a Note of the relevant Series may by written notice to the Issuer declare such Note and (if the Note is interest-bearing) all interest then accrued on such Note to be forthwith due and payable, whereupon the same shall become immediately due and payable at its principal amount (or at such other amount as may be specified in the Final Terms) without presentment, demand, protest or other notice of any kind, all of which the Issuer will expressly waive, anything contained in such Notes to the contrary notwithstanding unless prior to the time when the Issuer receives such notice all Events of Default in respect of all the Notes shall have been cured.

9. Taxation

9.01 All amounts payable (whether in respect of principal, redemption amount, interest or otherwise) in respect of the Notes will be made free and clear of and without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of the Republic of Finland or any political subdivision thereof or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes or duties is required by law. In that event, the Issuer or (as the case may be) the Guarantor will pay such additional amounts as may be necessary in order that the net amounts receivable by the Holders after such withholding or deduction shall equal the respective amounts which would have been receivable in the absence of such withholding or deduction; except that no such additional amounts shall be payable in respect of payment on any Note or Coupon:

- (i) presented for payment by or on behalf of a Holder who is liable to such taxes or duties in respect of such Note or Coupon by reason of his having some connection with the Republic of Finland other than the mere holding of such Note or Coupon; or
- (ii) presented for payment more than thirty days after the Relevant Date, except to the extent that the relevant Holder would have been entitled to such additional amounts on presenting the same for payment on the expiry of such period of thirty days.

9.02 The Issuer or (as the case may be) the Guarantor is permitted to withhold or deduct any amounts required by the rules of U.S. Internal Revenue Code Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service ("**FATCA withholding**") as a result of a Holder, beneficial owner or an intermediary that is not an agent of the Issuer or (as the case may be) the Guarantor not being entitled to receive payments free of FATCA withholding. The Issuer or (as the case may be) the Guarantor will have no obligation to pay additional amounts or otherwise indemnify an investor for any such FATCA withholding deducted or withheld by the Issuer or the Guarantor, or either of their agents or any other party.

- 9.03 For the purposes of these Terms and Conditions, the "**Relevant Date**" means the date on which such payment first becomes due and payable, but if the full amount of the moneys payable has not been received by the Fiscal Agent or, as the case may be, the Registrar on or prior to such due date, it means the first date on which the full amount of such moneys has been so received and notice to that effect shall have been duly given to the Holders of the Notes in accordance with Condition 15.
- 9.04 Any reference in these Terms and Conditions to principal, redemption amount and/or interest in respect of the Notes shall be deemed also to refer to any additional amounts which may be payable under this Condition 9 or any undertaking given in addition thereto or in substitution therefor.
- 9.05 The Final Terms may set forth certain additional tax consequences to Holders of Notes of a particular Series.

10. **Payments**

10A. *Payments Bearer Notes*

- 10A.01 This Condition 10A is applicable in relation to Notes specified in the Final Terms as being in bearer form.
- 10A.02 Payment of amounts (including accrued interest) due on the redemption of Bearer Notes will be made against presentation and, save in the case of a partial redemption by reason of insufficiency of funds, surrender of the relevant Bearer Notes at the specified office of any of the Paying Agents.
- 10A.03 Payment of amounts due in respect of interest on Bearer Notes will be made:
- (i) in the case of a Temporary Global Note or Permanent Global Note, against presentation of the relevant Temporary Global Note or Permanent Global Note at the specified office of any of the Paying Agents outside the United States and, in the case of a Temporary Global Note, upon due certification as required therein;
 - (ii) in the case of Definitive Notes without Coupons attached thereto at the time of the initial delivery, against presentation of the relevant Definitive Notes at the specified office of any of the Paying Agents outside the United States; and
 - (iii) in the case of Definitive Notes delivered with Coupons attached thereto at the time of their initial delivery, against surrender of the relevant Coupons or, in the case of interest due otherwise than on a scheduled date for the payment of interest, against presentation of the relevant Definitive Notes, in either case at the specified office of any of the Paying Agents outside the United States.
- 10A.04 If the due date for payment of any amount due (whether in respect of principal, interest or otherwise) in respect of any Bearer Note is not a Business Day, then the Holder thereof will not be entitled to payment in such a place of the amount due until the next following Business Day and no further payment shall be due in respect of such delay save in the event that there is a subsequent failure to pay in accordance with these Terms and Conditions.
- 10A.05 Each Definitive Note initially delivered with Coupons attached thereto should be surrendered for final redemption together with all unmatured Coupons appertaining thereto, failing which:
- (i) in the case of Definitive Notes which bear interest at a fixed rate or rates, the amount of any missing unmatured Coupons will be deducted from the amount otherwise payable on such final redemption, the amount so deducted being payable against surrender of the relevant Coupon at the specified office of any of the Paying Agents at any time prior to the tenth anniversary of the due date of such final redemption or, if later, the fifth anniversary of the date of maturity of such Coupon; and
 - (ii) in the case of Definitive Notes which bear interest at, or at a margin above or below, a floating rate, all unmatured Coupons relating to such Definitive Notes (whether or not surrendered therewith) shall become void and no payment shall be made thereafter in respect of them.

10B. *Payments Registered Notes*

10B.01 Condition 10B is applicable in relation to Notes specified in the Final Terms as being in registered form.

10B.02 Payment of amounts (including accrued interest) due on the final redemption of Registered Notes will be made against presentation and, save in the case of a partial redemption by reason of insufficiency of funds, surrender of the relevant Registered Notes at the specified office of the Registrar. If the due date for payment of the final redemption amount of Registered Notes is not a Business Day, the Holder thereof will not be entitled to payment thereof until the next following such Business Day and no further payment shall be due in respect of such delay save in the event that there is a subsequent failure to pay in accordance with these Terms and Conditions.

10B.03 Payment of amounts (whether principal, interest or otherwise) due (other than in respect of the final redemption of Registered Notes) in respect of Registered Notes will be paid to the Holder thereof (or, in the case of joint Holders, the first-named) as appearing in the register kept by the Registrar as at:

- (i) in the case of Registered Notes which are not in global note form, opening of business (Frankfurt time) on the fifteenth Frankfurt Banking Day before the due date for such payment where "**Frankfurt Banking Day**" means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in Frankfurt; or
- (ii) in the case of Registered Notes which are in global note form, close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment where "**Clearing System Business Day**" means a day on which each clearing system for which the Registered Note is being held is open for business,

(the "**Record Date**").

10B.04 The provisions of Condition 10D.02, payments of interest due (other than in respect of the final redemption of Registered Notes) in respect of Registered Notes will be made by a cheque drawn on a bank (in the case of payment in Japanese Yen to a non-resident of Japan, an authorised foreign exchange bank) in the Business Centre and posted to the address (as recorded in the register held by the Registrar) of the Holder thereof (or, in the case of joint Holders, the first-named) on the Business Day immediately preceding the relevant date for payment unless prior to the relevant Record Date the Holder thereof (or, in the case of joint Holders, the first-named) has applied to the Registrar and the Registrar has acknowledged such application for payment to be made to a designated account (in the case aforesaid, a non-resident account with an authorised foreign exchange bank).

10C. *Payments VPS Notes*

Payments of principal and interest will be made to the Holder of VPS Notes shown in the records of the VPS in accordance with and subject to the rules and regulations from time to time regulating the VPS.

10D. *Payments – General Provisions*

10D.01 Save as otherwise specified herein, this Condition 10D is applicable in relation to Notes whether in bearer or in registered form.

10D.02 Payments of amounts due (whether in respect of principal, interest or otherwise) in respect of Notes will be made by cheque drawn on, or by transfer to, an account (in the case of payment in Japanese Yen to a non-resident of Japan, a non-resident account) maintained by the payee with, a bank (in the case aforesaid, an authorised foreign exchange bank) in the Business Centre. Payments will, without prejudice to the provisions of Condition 9, be subject in all cases to any applicable fiscal or other laws and regulations.

10D.03 For the purposes of these Terms and Conditions:

"**Business Centre**" has the meaning specified in the relevant Final Terms;

"**Business Day**" means (unless varied or restated in the Final Terms) a day:

- (a) in relation to Notes payable in Euro, which is a TARGET Business Day and in each (if any) Business Centre; and
- (b) in relation to Notes payable in any other currency, which is a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the Business Centre(s);

"**No Adjustment**" means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

"**Euro**" means the currency introduced at the start of the third state of European economic and monetary union, and as defined in Article 2 of Council Regulations (EC) No 974/98 of 3 May 1998 on the introduction of the euro as amended;

"**Euro-zone**" means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty;

"**TARGET2**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007; and

"**TARGET Business Day**" means any day on which TARGET2 or its successor is open for the settlement of payments in euro.

"**Treaty**" means the Treaty establishing the European Union, as amended;

11. **Prescription**

- 11.01 Bearer Notes and Coupons will become void unless presented for payment within ten years (or, in the case of Coupons and save as provided in Condition 10A.05, five years) after the due date for payment.
- 11.02 Claims against the Issuer in respect of Registered Notes will be prescribed unless made within ten years (or, in the case of claims in respect of interest, five years) after the due date for payment.

12. **The Paying Agents and the Registrars**

- 12.01 The initial Paying Agents and the Registrar and their respective initial specified offices are specified below. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent (including the Fiscal Agent) or the Registrar and to appoint additional or other Paying Agents or another Registrar **provided that** it will at all times maintain (i) a Fiscal Agent, (ii) a Registrar, (iii) a Paying Agent with a specified office in continental Europe (but outside the United Kingdom), and (iv), so long as any Notes are listed on the Official List, a Paying Agent with a specified office in London. The Paying Agents and the Registrar reserve the right at any time to change their respective specified offices to some other specified office in the same city. Notice of all changes in the identities or specified offices of the Paying Agents or the Registrar will be notified promptly to the Holders.
- 12.02 The Issuer undertakes that it will ensure that it maintains a Paying Agent in a Member State that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced to conform to, such Directive.

13. **Replacement of Notes**

If any Note or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Fiscal Agent (in the case of Bearer Notes and Coupons) or of the Registrar (in the case of Registered Notes), subject to all applicable laws and the requirements of any listing authority, stock exchange and/or quotation system on which the relevant Notes are listed and/or

traded, upon payment by the claimant of all expenses incurred in such replacement and upon such terms as to evidence, security, indemnity and otherwise as the Issuer and the Fiscal Agent or, as the case may be, the Registrar may require. Mutilated or defaced Notes and Coupons must be surrendered before replacements will be delivered.

14. **Meetings of Holders**

The Fiscal Agency Agreement contains provisions, which are binding on the Issuer, the Guarantor and the Holders of Notes (other than VPS Notes) or Coupons, for convening meetings of the Holders of Notes (other than VPS Notes) of any Series to consider matters affecting their interests, including the modification or waiver of the Terms and Conditions applicable to any Series of Notes (other than VPS Notes).

The VPS Trustee Agreement might contain provisions for convening meetings of the Holders of VPS Notes to consider any matter affecting their interests, including sanctioning by a majority of two-thirds of votes (as more fully set out in the VPS Trustee Agreement) of a modification of the VPS Notes or any of the provisions of the VPS Trustee Agreement or the VPS Account Manager Agreement. Such a meeting may be convened by the Issuer, the VPS Trustee, or by Holders of VPS Notes holding not less than 10 per cent. of the Voting VPS Notes (as defined in the VPS Trustee Agreement). The quorum at any such meeting for passing a resolution requiring a two-thirds voting majority is one or more persons holding at least one half of the Voting VPS Notes or at any adjourned meeting one or more persons being or representing Holders of VPS Notes whatever the nominal amount of the VPS Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the VPS Notes, the VPS Trustee Agreement or the VPS Account Manager Agreement (including modifying the date of maturity of the VPS Notes or any date for payment of interest thereof, reducing or cancelling the amount of principal or the rate of interest payable in respect of the VPS Notes or altering the currency of payment of the VPS Notes), the quorum shall be one or more persons holding or representing not less than two-thirds in aggregate nominal amount of the VPS Notes for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one-third in aggregate nominal amount of the VPS Notes for the time being outstanding. A resolution passed at any meeting of the Holders of VPS Notes shall be binding on all the Holders of VPS Notes, whether or not they are present at such meeting.

15. **Notices**

To Holders of Bearer Notes

- 15.01 Notices to Holders of Bearer Notes will, save where another means of effective communication has been specified in the Final Terms, be deemed to be validly given if published in a leading daily newspaper having general circulation in London (which is expected to be the Financial Times) or, if such publication is not practicable, if published in a leading English-language newspaper having general circulation in Europe or, in the case of a Temporary Global Note or Permanent Global Note, if delivered to Euroclear and Clearstream, Luxembourg and any other relevant clearing system, as the case may be, for communication by them to the persons shown in their respective records as having interests therein **provided that**, in the case of Notes admitted to the Official List, the requirements of the Financial Conduct Authority have been complied with. Any notice so given will be deemed to have been validly given on the date of such publication (or, if published more than once, on the date of first such publication) or such delivery. Holders of Coupons will be deemed for all purposes to have notice of the contents of any notice given to Holders of Bearer Notes in accordance with this Condition.

15.02 *To Holders of VPS Notes*

In the case of VPS Notes, notices shall be given in accordance with the procedures of the VPS as amended from time to time.

To Holders of Registered Notes

- 15.03 Notices to Holders of Registered Notes will be deemed to be validly given if sent by first class mail to them (or, in the case of joint Holders, the first-named in the register kept by the Registrar)

at their respective addresses as recorded in the register kept by the Registrar, and will be deemed to have been validly given on the fourth Business Day after the date of such mailing.

To the Issuer or the Guarantor

- 15.04 Notices to the Issuer or the Guarantor, as the case may be, will be deemed to be validly given if, in the case of the Issuer, delivered at P.O. Box 744 Jaakonkatu 3A, 5th floor FI-00101, Helsinki, Finland and, in the case of the Guarantor, if delivered at Yrjönkatu 11 A 1, FI-00120, Helsinki, Finland and clearly marked on their exterior in the case of notices to the Issuer "Urgent – Attention: Managing Director/Deputy Managing Director" and in the case of notices to the Guarantor "Urgent – Attention: Managing Director" (or at such other address and for such other attention as may have been notified to the Holders of the Notes in accordance with this Condition 15) and will be deemed to have been validly given at the opening of business on the next day on which the Issuer's or Guarantor's, as the case may be, principal office is open for business.

16. Further Issues

The Issuer may from time to time without the consent of the Holders of any Notes of any Series but with the consent of the Guarantor create and issue further Notes having terms and conditions the same as those of the Notes of such Series or the same except for the amount of the first payment of interest (if any) and having the benefit of the Guarantee, which may be consolidated and form a single Series with the outstanding Notes of such Series.

17. Law and Jurisdiction

- 17.01 The Notes, the Fiscal Agency Agreement, the Guarantee and the Deed of Covenant and all non contractual obligations arising out of or in connection with any of them are governed by English law except VPS Notes that will be governed by Norwegian law. Further, the VPS Trustee Agreement and the VPS Account Manager Agreement will be governed by and shall be construed in accordance with Norwegian law.

- 17.02 The Issuer agrees for the benefit of the Holders of the Notes that the courts of England shall have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising from or connected with the Notes (including any non-contractual obligations arising out of or in connection with the Notes). However, the Issuer agrees, for the exclusive benefit of the VPS Trustee and the Holders of VPS Notes that the courts of Norway are to have jurisdiction to settle any disputes which may arise out of, or in connection with, the VPS Trustee Agreement, the VPS Notes and the VPS Account Manager Agreement.

- 17.03 The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue that any other courts are more appropriate or convenient.

- 17.04 Condition 17.02 is for the benefit of the Holders of the Notes only. As a result, nothing in this Condition 17 prevents any Holder of a Note from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, Holders of the Notes may take concurrent Proceedings in any number of jurisdictions.

- 17.05 The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Vistra Trust Company Limited at Suite 1, 3rd Floor, 11-12 St. James's Square, London SW1Y 4LB or at any other address of the Issuer in Great Britain at which service of process may be served on it in accordance with the Companies Act 2006. If such person is not or ceases to be effectively appointed to accept service of process on the Issuer's behalf, the Issuer shall, on the written demand of any Holder of a Note addressed to the Issuer and delivered to the Issuer or to the specified office of the Fiscal Agent, appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Holder of a Note shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the specified office of the Fiscal Agent. Nothing in this paragraph shall affect the right of any Holder of a Note to serve process in any other manner permitted by law. This Condition applies to proceedings in England and to Proceedings elsewhere.

- 17.06 The Issuer consents generally in respect of any Proceedings to the giving of any relief or the issue of any process in connection with such Proceedings including (without limitation) the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which is made or given in such Proceedings.
- 17.07 To the extent that the Issuer may in any jurisdiction claim for itself or its assets or revenues immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that such immunity (whether or not claimed) may be attributed in any such jurisdiction to the Issuer or its assets or revenues, the Issuer agrees not to claim and irrevocably waives such immunity to the full extent permitted by the laws of such jurisdiction.

18. **Provision of Information**

For so long as any Notes remain outstanding and are "restricted securities" (as defined in Rule 144(a)(3) under the Securities Act), the Issuer shall, during any period in which it is neither subject to Section 13 or 15(d) of the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act, make available to any Holder of, or beneficial owner of an interest in, such Notes in connection with any resale thereof and to any prospective purchaser being designated but such Holder or beneficial owner, in each case upon request, the information specified in, and meeting the requirements of Rule 144A(d)(4) under the Securities Act.

19. **Third Party Rights**

Except as set forth in Condition 18 (*Provision of Information*), no person shall have any right to enforce any of these Conditions under the Contracts (Rights of Third Parties) Act 1999.

20. **Acknowledgment of Bail-in and Loss Absorption Powers**

Notwithstanding and to the exclusion of any other term of the Notes or any other agreements, arrangements or understanding between the Issuer and any Holder (which, for the purposes of this Condition 20, includes each holder of a beneficial interest in the Notes), by its acquisition of the Notes, each Holder acknowledges and accepts that any liability arising under the Notes may be subject to the exercise of Bail-in and Loss Absorption Powers by the Relevant Resolution Authority and acknowledges, accepts, consents to and agrees to be bound by:

- (a) the effect of the exercise of any Bail-in and Loss Absorption Powers by the Relevant Resolution Authority, which exercise (without limitation) may include and result in any of the following, or a combination thereof:
- (i) the reduction of all, or a portion, of the Relevant Amounts in respect of the Notes;
 - (ii) the conversion of all, or a portion, of the Relevant Amounts in respect of the Notes into shares, other securities or other obligations of the Issuer or another person, and the issue to or conferral on the Holder of such shares, securities or obligations, including by means of an amendment, modification or variation of the terms of the Notes;
 - (iii) the cancellation of the Notes or the Relevant Amounts in respect of the Notes; and
 - (iv) the amendment or alteration of the Maturity Date of the Notes or amendment of the amount of interest payable on the Notes, or the date on which interest becomes payable, including by suspending payment for a temporary period; and
- (b) the variation of the terms of the Notes, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of any Bail-in and Loss Absorption Powers by the Relevant Resolution Authority.

"Bail-in and Loss Absorption Powers" means any loss absorption, write-down, conversion, transfer, modification, suspension or similar or resolution related power

existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in the Republic of Finland, relating to (i) the transposition of the BRRD or the application of the SRM Regulation and (ii) the instruments, rules and standards created under the BRRD or the SRM Regulation, pursuant to which any obligation of the Issuer (or any affiliate of the Issuer) can be reduced, cancelled, modified, or converted into shares, other securities or other obligations of the Issuer or any other person (or suspended for a temporary period).

"**BRRD**" means the Bank Recovery and Resolution Directive 2014/59/EU.

"**Relevant Amounts**" means the outstanding principal amount of the Notes, together with any accrued but unpaid interest and additional amounts due on the Notes. References to such amounts will include amounts that have become due and payable, but which have not been paid, prior to the exercise of any Bail-in and Loss Absorption Powers by the Relevant Resolution Authority.

"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in and Loss Absorption Powers in relation to the Issuer.

"**SRM Regulation**" means Regulation (EU) No. 806/2014.

PRO FORMA FINAL TERMS

The Final Terms in respect of each Tranche of Notes will be substantially in the following form, duly supplemented (if necessary), amended (if necessary) and completed to reflect the particular terms of the relevant Notes and their issue. Text in this section appearing in italics does not form part of the form of the Final Terms but denotes directions for completing the Final Terms.

OPTION - MiFID II Target market Legend for professional investors and ECPs (consider if any of the Issuer/Guarantor/Managers are "MiFID II entities" and are "manufacturers" for the purposes of MiFID II)

[MiFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the [Notes] has led to the conclusion that: (i) the target market for the [Notes] is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "MiFID II")][MiFID II]; and (ii) all channels for distribution of the [Notes] to eligible counterparties and professional clients are appropriate. [*Consider any negative target market.*] Any person subsequently offering, selling or recommending the [Notes] (a "distributor") should take into consideration the manufacturer[s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the [Notes] (by either adopting or refining the manufacturer[s/s'] target market assessment) and determining appropriate distribution channels.]

END OF OPTION

OPTION – MiFID II Target market Legend for Retail investors, professional investors and ECPs (consider if any of the Issuer/Guarantor/Managers are "MiFID II entities" and are "manufacturers" for the purposes of MiFID II)

[MiFID II product governance / Retail investors, professional investors and ECPs target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the [Notes] has led to the conclusion that: (i) the target market for the [Notes] is eligible counterparties, professional clients and retail clients each as defined in [Directive 2014/65/EU (as amended, "MiFID II")][MiFID II]; **EITHER** [and (ii) all channels for distribution of the [Notes] are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]] **OR** [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the [Notes] to retail clients are appropriate - investment advice, portfolio management, non-advised sales and pure execution services - subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]. [*Consider any negative target market.*] Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer[s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the [Notes] (by either adopting or refining the manufacturer[s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable.]

END OF OPTION

[Singapore Securities and Futures Act Product Classification – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act (Chapter 289 of Singapore) (the "SFA"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA that the Notes [are]/[are not] "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018))

Final Terms dated [•]

MUNICIPALITY FINANCE PLC (Kuntarahoitus Oyj)

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

Guaranteed by

THE MUNICIPAL GUARANTEE BOARD (Kuntien takauskeskus)

under the €40,000,000,000

Programme for the Issuance of Debt Instruments

PART A – CONTRACTUAL TERMS

This document constitutes the final terms relating to the issue of Notes described herein. [Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Offering Circular dated [•] May 2020 [and the supplemental Offering Circular dated [date]] (the "**Offering Circular**"). These Final Terms contain the final terms of the Notes and must be read in conjunction with such Offering Circular [as so supplemented].]

The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus/Offering Circular with an earlier date.

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Offering Circular dated [date]. These Final Terms contain the final terms of the Notes and must be read in conjunction with such Base Prospectus/Offering Circular dated [•] May 2020 [and the supplemental Base Prospectus/Offering Circular dated [date], save in respect of the Conditions which are extracted from the [Base Prospectus/Offering Circular] dated [date] and are attached hereto.]

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote directions for completing the Final Terms.]

[These Final Terms are available for viewing at www.rns-pdf.londonstockexchange.com]

[Include this language where application has been made for a Series of Notes to be admitted to the Official List of the FCA and trading on the London Stock Exchange's Regulated Market.]

1. (i) Issuer: Municipality Finance Plc (Kuntarahoitus Oyj)
- (ii) Guarantor: The Municipal Guarantee Board (Kuntien takauskeskus)
2. [(i)] Series Number: []
- [(ii)] Tranche Number: []
- (If fungible with an existing Series, [] details of that Series, including the date on which the Notes become fungible).
3. Specified Currency or Currencies: []
4. Aggregate Nominal Amount:
[(i)] Series: []
- [(ii)] Tranche: []
5. (i) Issue Price: [] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (*in the case of fungible issues only, if applicable*)
6. (i) Specified Denominations: []
- (ii) Calculation Amount: []

The applicable Calculation Amount will be (i) if there is only one Specified Denomination, the Specified Denomination of the relevant Notes or (ii) if there are several Specified Denominations or the

Specified Denomination is expressed to be EUR 100,000 or its equivalent and multiples of a lower principal amount (for example EUR 1,000), the highest common factor of those Specified Denominations (note: there must be a common factor in the case of two or more Specified Denominations).

7. [(i) Issue Date: []
[(ii) Interest Commencement Date: []]
8. Maturity Date: []

[specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]

[If the Maturity Date is less than one year from the Issue Date and either (a) the issue proceeds are received by the Issuer in the United Kingdom or (b) the activity of issuing the Notes is carried on from an establishment maintained by the Issuer in the United Kingdom, (i) the Notes must have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be sold only to "professional investors" or (ii) another applicable exemption from section 19 of the FSMA must be available.]

9. Interest Basis: [[] per cent. Fixed Rate]
[[specify reference rate] +/- [] per cent. Floating Rate]
[Zero Coupon]
[Index-Linked Interest]
[Other (specify)]
(further particulars specified below)

10. Redemption/Payment Basis: [Redemption at par]
[Index-Linked Redemption]
[Dual Currency]
[Partly Paid]
[Instalment]
[Other (specify)]

11. Change of Interest or Redemption/Payment Basis: [Specify details of any provision for convertibility of Notes into another interest or redemption / payment basis]

12. Put/Call Options: [Investor Put]
[Issuer Call]

[(further particulars specified below)]

13. (i) Status of the Notes: Senior
- (ii) Status of the Guarantee: Senior
- (iii) [Date [Board] approval for issuance of Notes [and Guarantee] obtained: [] and [], respectively]] (N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes or related Guarantee)]
14. Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Rate[(s)] of Interest: [•] per cent. per annum [payable [annually/semi-annually/quarterly/ monthly] in arrear]
- (ii) Interest Payment Date(s): [] in each year [adjusted in accordance with [specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"/not adjusted.]
- (iii) Fixed Coupon Amount[(s)]: [] per Calculation Amount
- (iv) Broken Amount(s): []
- [Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount(s)]*
- (v) Day Count Fraction: [30/360]/[Actual/Actual ([ICMA]/ ISDA)/other]]
- (vi) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable/give details]
- (Consider if day count fraction, particularly for Euro denominated issues, should be on an Actual/Actual basis. Also consider what should happen to unmatured Coupons in the event of early redemption of the Notes.)*
16. **Floating Rate Note Provisions** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph.)*
- (i) Interest Period: []
- (Interest Period and Specified Interest Payment Dates are alternatives. An Interest Period, rather than Specified Interest Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert "Not Applicable")*

- (ii) Specified Interest Payment Dates: []
- (Interest Period and Specified Interest Payment Dates are alternatives. If the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention, insert "Not Applicable")*
- (iii) Business Day Convention: [Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/ other (give details)]
- (iv) Business Centre(s): []
- (v) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination/ other (give details)]
- (vi) Party responsible for calculating the Rate(s) Interest and Interest Amount(s) (if not the Fiscal Agent): *[[Name] shall be the Calculation of Agent (no need to specify if the Fiscal Agent is to perform this function)]*
- (vii) Screen Rate Determination:
- Reference Rate: [] *[For example, EURIBOR / LIBOR / Compounded SOFR (Lookback) / Compounded SOFR (Observation Shift) / Weighted Average SOFR / SOFR Average / Compounded Daily SONIA (Lookback Method) / Compounded Daily SONIA (Observation Shift)]*
 - Interest Determination Date(s): []
 - Relevant Screen Page: [] *[For example, Reuters LIBOR 01/EURIBOR 01/SOFR / SOFR Average / SONIA]*
 - 'p': [] *[Not Applicable]*
- (viii) ISDA Determination:
- Floating Rate Option: []
 - Designated Maturity: []
 - Reset Date: []
- (ix) Linear Interpolation: [Not Applicable / Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (specify for each short or long interest period)]
- (x) Margin(s): [+/-][] per cent. per annum
- (xi) Minimum Rate of Interest: [] per cent. per annum
- (xii) Maximum Rate of Interest: [] per cent. per annum

- (xiii) Day Count Fraction: []
- (iv) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: []
17. **Zero Coupon Note Provisions** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) [Amortisation/Accrual] Yield: [] per cent. per annum
- (ii) Reference Price: []
- (iii) Any other formula/basis of determining amount payable: [] [*Consider whether it is necessary to specify a Day Count Fraction*]
18. **Index-Linked Interest Note Provisions** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Index/Formula: [Give or annex details]
- (ii) Calculation Agent responsible for calculating the interest due: []
- (iii) Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: []
- (Need to include a description of market disruption or settlement disruption events and adjustment provisions)*
- (iv) Interest Period(s)/Specified Interest Payment Dates: []
- (Interest Periods and Specified Interest Payment Dates are alternatives. An Interest Period, rather than Specified Interest Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention.)*
- (v) Business Day Convention: [*Floating Rate Convention/ Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/ other (give details)*]
- (vi) Business Centre(s): []
- (vii) Minimum Rate/Amount of Interest: [] per cent. per annum
- (viii) Maximum Rate/Amount of Interest: [] per cent. per annum

- (ix) Day Count Fraction: []
19. **Dual Currency Note Provisions** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Rate of Exchange/method of calculating Rate of Exchange: [Give details]
- (ii) Calculation Agent, if any, responsible for calculating the principal and/or interest due: []
- (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible: []
- (Need to include a description of market: disruption or settlement disruption events and adjustment provisions)*
- (iv) Person at whose option Specified Currency(ies) is/are payable: []

PROVISIONS RELATING TO REDEMPTION

20. **Call Option** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Optional Redemption Date(s): []
- (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [] per Calculation Amount
- (iii) If redeemable in part:
- (a) Minimum Redemption Amount: [] per Calculation Amount
- (b) Maximum Redemption Amount: [] per Calculation Amount
- (iv) Notice period (if other than as set out in the Conditions): []
21. **Put Option** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Optional Redemption Date(s): []
- (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [] per Calculation Amount
- (iii) Notice period: []

22. **Final Redemption Amount of each Note** per Calculation Amount other/see Appendix]

In cases where the Final Redemption Amount is Index-Linked or other variable-linked:

- (i) Index/Formula/variable: [give or annex details]
- (ii) Calculation Agent responsible for calculating the Final Redemption Amount:
- (iii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable:
- (iv) Date for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable:
- (v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:
- (vi) Payment Date:
- (vii) Minimum Final Redemption Amount: per Calculation Amount
- (viii) Maximum Final Redemption Amount: per Calculation Amount

23. **Early Redemption Amount**

Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions): *[Not applicable (if both the Early Redemption Amount (Tax) and the Early Termination Amount are the principal amount of the Notes/specify the Early Redemption Amount (Tax) and/or the Early Termination Amount if different from the principal amount of the Notes)]*

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24. **Form of Notes:**

Bearer Notes:

[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on days' notice/at any time/in

the limited circumstances specified in the Permanent Global Note.]*

[Temporary Global Note exchangeable for Definitive Notes on [] days' notice.]

[Permanent Global Note exchangeable for Definitive Notes on [] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note].*

VPS Notes:

VPS Notes issued in uncertificated book entry form

Registered Notes:

[Regulation S Global Note exchangeable for Definitive Registered Notes on [•] days' notice/in the limited circumstances described in Regulation S Global Note]

[Restricted Global Note exchangeable for Definitive Registered Notes on [•] days' notice/in the limited circumstances described in the Restricted Global Note]

[Regulation S Global Note (U.S./EUR nominal amount) registered in the name of a nominee for [DTC/a common depositary for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg]]

[Restricted Global Note (U.S.\$ nominal amount) registered in the name of a nominee for [DTC/a common depositary for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg]]

- | | | |
|-----|--|---|
| 25. | New Global Note: | [Yes][No] |
| 26. | Business Centre(s) or other special provisions relating to Payment Dates: | [Not Applicable/give details. <i>Note that this item relates to the date and place of payment, and not interest period end dates, to which item 15(ii), 16(iii) and 18(v) relates</i>] |
| 27. | Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): | [Yes/No. <i>If yes, give details</i>] |
| 28. | Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any | [Not Applicable/give details] |

* If the minimum denomination is EUR 100,000 + EUR 1,000 (or equivalent in another currency) or other multiples of less than EUR 100,000, the Holder's option to request Bearer Notes in definitive form on a specified number of days' notice/at any time should be disappplied.

* If the minimum denomination is EUR 100,000 + EUR 1,000 (or equivalent in another currency) or other multiples of less than EUR 100,000, the Holder's option to request Bearer Notes in definitive form on specified number of days' notice/at any time should be disappplied.

right of the Issuer to forfeit the Notes and interest due on late payment:

29. Details relating to Instalment Notes: [Not Applicable/give details]
amount of each instalment, date on which each payment is to be made:
30. Other terms or special conditions: [Not Applicable/give details]

DISTRIBUTION

31. (i) If syndicated, names and address of Managers and underwriting commitments: [Not Applicable/give names, addresses and underwriting commitments]

(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers.)

- (ii) Date of [Subscription] Agreement: []

- (iii) Stabilising Manager(s) (if any): [Not Applicable/give name]

32. If non-syndicated, name and address of Dealer: [Not Applicable/give name and address]
33. TEFRA: [Not Applicable/The [C/D] Rules are applicable]
34. Additional selling restrictions: [Not Applicable/Rule 144A/3(c)(7) give details]

[PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for the issue and admission to trading on the [Helsinki Stock Exchange maintained by Nasdaq Helsinki]/[Regulated Market of the London Stock Exchange plc] of the Notes described herein pursuant to the €40,000,000,000 Programme for the Issuance of Debt Instruments of Municipality Finance Plc (Kuntarahoitus Oyj) guaranteed by The Municipal Guarantee Board (Kuntien takauskeskus).]*

* Relevant only in relation to Notes that are listed.

RESPONSIBILITY

The Issuer and the Guarantor accept responsibility for the information contained in these Final Terms.

SIGNED on behalf of the Issuer:

By:..... By:.....

SIGNED on behalf of the Guarantor:

By:

PART B – OTHER INFORMATION

1. LISTING

- (i) Listing: [Helsinki/London/Luxembourg/other (*specify*)/ None]
- (ii) Admission to trading: [Application has been made for the Notes to be admitted to trading on [*specify relevant regulated market*] with effect from [].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [*specify relevant regulated market*] with effect from [].] [Not Applicable.]

(Where documenting a fungible issue need to indicate that original security is already admitted to trading.)

2. RATINGS

Ratings: The Notes to be issued have been rated:

[Moody's]: []

[Standard & Poor's]: []

[Other]: []

[Insert legal name of particular credit rating agency entity providing rating] is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended.

3. OPERATIONAL INFORMATION

Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,)] [include this text for registered notes] and does not necessarily mean that the Notes will be recognized as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] /

[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them, the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,)] [include this text for registered notes]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

ISIN Code: []

Common Code: []

[FISN: [[], as updated as set out on the website of the Association of National Number Agencies (ANNA)/Not Applicable]

[CFI code: [[], as updated as set out on the website of the Association of National Number Agencies (ANNA)/Not Applicable]

(If the CFI and/or FISN is not required, requested or available, it/they should be specified to be "Not Applicable")

[CUSIP No:] [] [Not Applicable]

[Select "Not Applicable" if no Restricted Registered Notes will be issued]

Any clearing system(s) other than Euroclear, Clearstream, Luxembourg and DTC and the relevant identification number(s): *[Not Applicable/give name(s) and number(s)]*

[Verdipapirsentralen, Norway. VPS identification number: [•] The Issuer shall be entitled to obtain information from the register maintained by the VPS for the purposes of performing its obligations under the issue of VPS Notes.]

Delivery: Delivery [against/free of] payment

Names and addresses of additional Paying Agent(s) (if any): []

USE OF PROCEEDS

The proceeds of the issue of each Series of Notes will be used by the Issuer only in accordance with the Municipal Guarantee Board Act, as amended.

CAPITALISATION AND INDEBTEDNESS

The following table sets forth consolidated cash and cash equivalents and capitalisation (including short-term debt, long-term debt and shareholders' equity) of the Group as at 31 December 2019.

The information in this table should be read in conjunction with "*Management's Discussion and Analysis of Financial Position and Results of Operations of the Group*" and the Consolidated Financial Statements and the notes to those statements included elsewhere in this Offering Circular.

	As at 31 December 2019
	(Euro '000)
Cash and balances with central banks	4,909,338
Indebtedness:	
Liabilities to credit institutions	1,178,256
Liabilities to the public and public sector entities	3,862,053
Debt securities issued	29,983,585
Total Indebtedness	39,933,232
Shareholders' equity	
Share capital	42,583
Reserve fund	277
Fair value reserve	41,868
Reserve for invested non-restricted equity	40,366
Retained earnings	1,121,774
Total equity attributable to parent company equity holders	1,246,868
Other equity instruments issued	347,454
Total Equity	1,594,321
Total capitalisation⁽¹⁾	41,527,554

⁽¹⁾ Total capitalisation is the sum of total indebtedness and total equity.

SELECTED FINANCIAL INFORMATION RELATING TO THE GROUP

The following tables set out, in summary form, selected consolidated financial information for the Group for the years ended 31 December 2019, 31 December 2018 and 31 December 2017, as derived from the Consolidated Financial Statements which are prepared in accordance with EU IFRS. This information should be read in conjunction with, and is qualified in its entirety by reference to, the Consolidated Financial Statements and the section entitled "Management's Discussion and Analysis of Financial Position and Results of Operations of the Group" appearing elsewhere in this Offering Circular.

IFRS 9 Financial Instruments was adopted at the beginning of 2018 and replaces the existing principles in IAS 39. The new standard includes revised guidance on the classification and measurement of financial instruments, including a new expected credit loss model for calculating impairment on financial assets, and the new general hedge accounting requirements. The Group has enacted the option of the IFRS 9 reporting standard not to restate earlier reporting periods according to IFRS 9. The comparative information for 2017 has not been restated. For more information on IFRS 9 see "Management's Discussion and Analysis of Financial Position and Results of Operations of the Group –Significant Factors Affecting Operating and Financial Results –IFRS 9".

IFRS 16 Leases was applied from 1 January 2019. IFRS 16 replaces IAS 17 and amends the accounting requirements for lessees. The accounting requirements for lessors remain mostly unchanged. The application of IFRS 16 impacted the treatment of leases where the Group is the lessee. The comparative information for the years ended 31 December 2018 and 31 December 2017 has not been restated. For more information on IFRS 16 see "Management's Discussion and Analysis of Financial Position and Results of Operations of the Group—Significant Factors Affecting Operating and Financial Results—IFRS 16" and Note 1 "Summary of significant accounting policies " to the Consolidated Financial Statement 2019.

INCOME STATEMENT DATA

	For the year ended 31 December		
	2019	2018	2017
	(Euro '000)		
Interest and similar income.....	766,581	711,731	191,360
Interest and similar expenses.....	(526,326)	(475,434)	37,186
NET INTEREST INCOME	240,255	236,297	228,546
Commission income.....	3,490	2,395	3,245
Commission expenses.....	(4,235)	(4,180)	(4,071)
Net income from securities and foreign exchange transactions.....	(33,373)	(27,910)	6,196
Net income from available-for-sale financial assets.....	-	-	494
Net income on financial assets at fair value through other comprehensive income.....	114	38	-
Net income from hedge accounting.....	(19,097)	27,645	2,655
Other operating income.....	135	66	134
Administrative expenses.....	(32,268)	(27,225)	(22,343)
Depreciation and impairment on tangible and intangible assets.....	(6,183)	(2,333)	(1,974)
Other operating expenses.....	(17,626)	(15,368)	(14,495)
Credit loss and impairments on financial assets.....	28	564	-
NET OPERATING PROFIT	131,239	189,989	198,386
Income tax expenses.....	(26,307)	(38,032)	(39,721)
PROFIT FOR THE FINANCIAL YEAR	104,932	151,958	158,665

	For the year ended 31 December		
	2019	2018	2017
	(Euro '000)		
Profit for the financial year.....	104,932	151,958	158,665
Components of other comprehensive income			
Items to be reclassified to profit or loss in subsequent periods (IAS 39)			
Net change in fair value.....	-	-	11,644
Net amount transferred to profit or loss.....	-	-	137
Items not to be reclassified to profit or loss in subsequent periods (IFRS 9)			
Net fair value changes due to changes in own credit risk on financial liabilities designated at fair value through profit or loss.....	10,325	48,953	-

	For the year ended 31 December		
	2019	2018	2017
	<i>(Euro '000)</i>		
Net change in cost-of-hedging	17,299	27,693	-
Items to be reclassified to profit or loss in subsequent periods (IFRS 9)			
Net change in fair value on financial assets at fair value through other comprehensive income	308	(5,093)	-
Net amount transferred to profit or loss from the fair value reserve	(90)	(162)	-
Net changes in expected credit loss of debt instruments at fair value through other comprehensive income	(117)	(96)	-
Taxes related to components of other comprehensive income	(5,545)	(14,259)	(2,356)
TOTAL COMPREHENSIVE INCOME FOR THE FINANCIAL YEAR	127,113	208,993	168,090

FINANCIAL POSITION DATA

	As at 31 December		
	2019	2018	2017
	<i>(Euro '000)</i>		
ASSETS			
Cash and balances with central banks	4,909,338	3,522,200	3,554,182
Loans and advances to credit institutions	818,323	1,380,544	1,251,391
Loans and advances to the public and public sector entities	24,798,432	22,968,118	21,650,847
Debt securities	5,716,318	5,862,591	6,494,234
Shares and participations	9,797	9,521	9,662
Derivative contracts	2,244,997	1,538,610	1,433,318
Intangible assets	14,704	14,850	10,196
Tangible assets	9,041	2,427	2,594
Other assets	170,359	174,818	157,862
Accrued income and prepayments	242,450	203,061	173,853
TOTAL ASSETS	38,933,758	35,676,739	34,738,139
LIABILITIES AND EQUITY			
Liabilities to credit institutions	1,178,256	822,504	802,277
Liabilities to the public and public sector entities	3,862,053	3,870,918	3,746,762
Debt securities issued	29,983,585	26,901,998	26,303,961
Derivative contracts	1,762,010	2,205,427	2,216,034
Other liabilities	116,374	6,149	2,587
Accrued expenses and deferred income	180,917	148,377	124,574
Deferred tax liabilities	256,241	235,307	202,522
TOTAL LIABILITIES	37,339,436	34,190,680	33,398,716
EQUITY			
Share capital	42,583	42,583	42,583
Reserve fund	277	277	277
Fair value reserve of investments	807	726	28,944
Own credit revaluation reserve	12,985	4,726	-
Cost-of-hedging reserve	28,075	14,235	-
Reserve for invested non-restricted equity	40,366	40,366	40,366
Retained earnings	1,121,774	1,035,692	879,799
Total equity attributable to parent company equity holders	1,246,868	1,138,605	991,969
Other equity instruments issued	347,454	347,454	347,454
TOTAL EQUITY	1,594,321	1,486,059	1,339,442
TOTAL LIABILITIES AND EQUITY	38,933,758	35,676,739	34,738,139

CASH FLOW DATA

	For the year ended 31 December		
	2019	2018	2017
		(Euro '000)	
Cash flow from operating activities.....	1,444,778	39,300	2,587,445
Cash flow from investing activities.....	(3,646)	(6,827)	(5,442)
Cash flow from financing activities.....	(23,688)	(22,000)	(15,750)
Change in cash and cash equivalents.....	1,417,443	10,473	2,566,253
Cash and cash equivalents at 1 January.....	3,573,206	3,562,733	996,480
Cash and cash equivalents at 31 December.....	4,990,649	3,573,206	3,562,733

KEY PERFORMANCE INDICATORS

The following table sets out some of the key indicators of the results and performance of the Group and the Issuer used by management. These key indicators are not directly comparable with those related to other credit institutions. This information should be read in conjunction with, and is qualified in its entirety by reference to, the Report of the Board of Directors Note 1 "Key Figures", the Consolidated Financial Statements and the section entitled "Management's Discussion and Analysis of Financial Position and Results of Operations of the Group" appearing elsewhere in this Offering Circular.

The key performance indicators that have not been defined by EU IFRS or the capital requirements regulation (CRD/CRR) are by Group's definition Alternative Performance Measures (the "APMs"). The APMs improve comparability between companies in the same sector and between reporting periods and provide valuable information to the readers of the financial reports. The APMs provide a more consistent basis for comparing the results of financial periods and for assessing the Group's performance. They are also an important aspect of the way in which Group's management defines operating targets and monitors performance. The APMs are presented in Group's financial reports in accordance with the guidelines for Alternative Performance Measures issued by the European Securities and Markets Authority (ESMA). The required definitions and reconciliations of the APMs are represented in the Report of the Board of Directors in Note 1 "Key Figures".

	As at and for the year ended 31 December		
	2019	2018	2017
Turnover ⁽¹⁾ (mEUR).....	718	714	204
Net interest income (mEUR)*	240	236	229
% of turnover	33.5	33.1	112.0
Net operating profit (mEUR)*.....	131	190	198
% of turnover	18.3	26.6	97.2
Unrealised fair-value changes (mEUR)*	(54)	0	11
Net operating profit excluding unrealised fair value changes (mEUR)*	186	190	187
Cost-to-income ratio* ⁽²⁾	0.3	0.2	0.2
Cost-to-income ratio excluding unrealised fair value changes* ⁽³⁾	0.2	0.2	0.2
Return on equity (%) (ROE)* ⁽⁴⁾	6.8	10.8	12.6
Return on equity (%) (ROE) excluding unrealised fair-value changes* ⁽⁵⁾	9.6	10.7	11.9
Return on assets (%) (ROA)* ⁽⁶⁾	0.3	0.4	0.5
Return on assets (%) (ROA excluding unrealised fair-value changes* ⁽⁷⁾	0.4	0.4	0.4
Long-term loan portfolio (mEUR)* ⁽⁸⁾	23,970	22,354	21,219
New loans withdrawn (mEUR)*	3,175	2,953	2,439
Long-term funding (mEUR)* ⁽⁹⁾	33,929	30,856	30,153
New long-term funding (mEUR)* ⁽¹⁰⁾	7,385	7,436	9,510
Equity (mEUR)	1,594	1,486	1,339
Total assets (mEUR).....	38,934	35,677	34,738
Total liquidity (mEUR)* ⁽¹¹⁾	9,882	8,722	9,325
Liquidity Coverage Ratio (%) (LCR) ⁽¹²⁾	430.2	176.7	173.0
Equity ratio (%)* ⁽¹³⁾	4.1	4.2	3.9
CET1 capital (mEUR)	1,162	1,065	946
Tier 1 capital (mEUR)	1,510	1,413	1,293
Total own funds (mEUR)	1,510	1,413	1,293
CET1 capital ratio (%) ⁽¹⁴⁾	83.1	66.3	53.0
Tier 1 capital ratio (%) ⁽¹⁵⁾	107.9	88.0	72.5
Total capital ratio (%) ⁽¹⁶⁾	107.9	88.0	72.5
Leverage ratio (%) ⁽¹⁷⁾	4.0	4.1	3.8
Personnel.....	167	151	134

*Alternative performance measures.

(1) Turnover is calculated as the sum of interest income, commission income, net income from securities and foreign exchange transactions, net income on financial assets at fair value through other comprehensive income, net income from hedge accounting and other operating income.

(2) Cost-to-income ratio is calculated as the sum of administrative expenses, depreciation and impairment on tangible and intangible assets, and other operating expenses divided by the sum of net interest income, net commission income, net income from securities and foreign exchange transactions, net income on financial assets at fair value through other comprehensive income, net income from hedge accounting and other operating income.

(3) Cost-to-income ratio excluding unrealised changes in fair value is calculated as the sum of administrative expenses, depreciation and impairment on tangible and intangible assets, and other operating expenses (excluding commission expenses) divided by the sum of net interest income, net commission income, net income from securities and foreign exchange transactions, net income on financial assets at fair value through other comprehensive income, net income from hedge accounting and other operating income and excluding unrealised fair value changes.

(4) Return on equity (per cent.) (ROE) is calculated as net operating profit less income taxes divided by average total equity and non-controlling interest (average of the beginning of the year and the end of the year).

(5) Return on equity (ROE) excluding unrealised fair value changes (per cent.) is calculated as net operating profit excluding unrealised fair value changes less income taxes divided by average total equity and non-controlling interest (average of the beginning of the year and the end of the year).

(6) Return on assets (per cent.) (ROA) is calculated as net operating profit less income taxes divided by average balance sheet total (average of the beginning of the year and the end of the year).

(7) Return on assets (ROA) excluding unrealised fair value changes (per cent.) is calculated as net operating profit excluding unrealised fair value changes less income taxes divided by average balance sheet total (average of the beginning of the year and the end of the year).

(8) Long-term loan portfolio is calculated as loans and advances to the public and public sector entities less leasing receivables.

(9) Long-term funding is calculated as the sum of liabilities to credit institutions, liabilities to the public and public sector entities and debt securities issued less CSA collateral received.

(10) New long-term funding is calculated as the amount of new funding (over 1 year) issued excluding unrealised fair value changes during the reporting period.

(11) Total liquidity is calculated as the sum of the total of investments in securities (sum of debt securities and shares and participations less short-term customer finance) and the total of other investments (sum of cash and balances with central banks and other deposits).

- ⁽¹²⁾ Liquidity coverage ratio (LCR) (per cent.) is calculated as liquid assets divided by the difference between liquidity outflows and liquidity inflows in a stress situation. The LCR figures represent the percentage at the year end reference date.
- ⁽¹³⁾ Equity ratio (per cent.) is calculated as the sum of total equity and non-controlling interest divided by total assets.
- ⁽¹⁴⁾ CET1 capital ratio (per cent.) equals Common Equity Tier 1 (CET1) divided by risk-weighted assets.
- ⁽¹⁵⁾ Tier 1 capital ratio (per cent.) equals Tier 1 capital divided by risk-weighted assets.
- ⁽¹⁶⁾ Total capital ratio (per cent.) equals total own funds divided by risk-weighted assets.
- ⁽¹⁷⁾ Leverage ratio (per cent.) equals total Tier 1 capital divided by Total Exposure. Total Exposure is calculated as the total of on-balance sheet exposures (excluding derivatives and intangible assets), derivative exposure and off-balance sheet exposure.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL POSITION AND RESULTS OF OPERATIONS OF THE GROUP

The discussion below is based on the Consolidated Financial Statements.

The following discussion of the Group's results of operations, financial position and cash flows should be read in conjunction with the Consolidated Financial Statements and other financial information included in other sections of this Offering Circular, specifically jointly with the data presented in "Selected Financial Information Relating to the Group". This section includes forward-looking statements that reflect the current views of the Board of Directors and due to their nature involve risks and uncertainties. The actual results of the Group could differ materially from those contained in any forward-looking statements as a result of the factors discussed below and in other sections of this Offering Circular, particularly in "Risk Factors" (see also "Forward-Looking Statements"). Investors should read the whole of this Offering Circular and not base their decisions or opinions solely upon the information contained in this section.

The summary of critical accounting policies and estimates according to which the Consolidated Financial Statements were prepared is provided in this section. See "Critical accounting policies".

Overview

Municipality Finance Plc (Kuntarahoitus Oyj) (the "**Issuer**") was established on 1 May 2001, when the old Municipality Finance Plc (established in 1989) and Municipal Housing Finance Plc (established in 1993) were merged to form a new company, Municipality Finance Plc, a credit institution referred to in the (Finnish) Credit Institutions Act. On 26 April 2001, the Issuer was granted a credit institution licence by the Ministry of Finance.

The Issuer serves the Finnish municipal sector which consists of municipalities, municipal federations and a range of organisations owned or controlled by municipalities, and corporations designated by state authorities engaging in housing on social grounds. The Issuer's mission is, as a financial institution owned by the municipal sector and the Republic of Finland, to build a better future in line with the principles of responsibility and in cooperation with its customers. The Issuer's aim is to ensure cost-effective financial services for the municipal and social housing sector, to operate efficiently and grow profitably, and to improve its self-sufficiency and increase its own funds primarily through funds from its operations in compliance with the Municipal Guarantee Board Act and all relevant and applicable rules and legislation. The Issuer focuses actively on customer relations and creates solutions and services for its customers.

The Issuer's fully paid-up capital was Euro 43 million and its own funds amounted to Euro 1,510 million at 31 December 2019. The Issuer's total assets on 31 December 2019 were Euro 38.93 billion, of which the long-term customer finance portfolio represented Euro 24.80 billion.

The Issuer's five largest shareholders at 31 December 2019 were Keva (the pension fund for Finnish municipalities) (30.7 per cent.), the Republic of Finland (16.0 per cent.), City of Helsinki (10.4 per cent.), City of Espoo (4.0 per cent.) and VAV Asunnot Oy (City of Vantaa) (2.5 per cent.).

Significant Factors Affecting Operating and Financial Results

Pricing, cost of funding and liquidity

The availability and the cost of new funding has a material impact on the net interest income of the Group, impacting the Group's competition situation, and thus potentially the growth of its loan portfolio and the levels of its net interest margins. One of the most significant factors affecting the cost and availability of the Group's funding has been and is related to the general development of the European economy, in particular the Finnish economy. While the international position of Finland is favourable in terms of access to funding, should the European financial crisis re-emerge again or the state of the Finnish economy deteriorates, the cost of acquiring funding might rise.

The economy in Finland continued to grow in 2019 despite a decline in the European economy, as GDP grew 1.0 per cent. According to an estimate by the Ministry of Finance in April 2020, GDP is expected to decrease by 5.5 per cent. in 2020, primarily due to the coronavirus pandemic. Despite a slow down towards the end of the year, Finnish economic growth outperformed the Euro zone. See "*Risk Factors—The Group may be exposed to risks arising from the current global COVID-19 pandemic*" for a discussion of the impact of COVID-19 on the Finnish economy.

The Group requires ongoing access to funding in order to originate new lending contracts. In accordance with its Liquidity and Funding Risk Policy (approved by the Board of Directors), the Group front-loads its expected funding requirements and seeks to maintain a liquidity buffer. The Group aims to maintain its liquidity buffer at such a level that it enables the Group to keep its liquidity and funding risk appetite at the level defined in the company's Risk Appetite Framework. In practice, the ongoing maintenance of the LCR and liquidity survival horizon at an adequate level defines the total size of the liquidity portfolio. The liquidity buffer must allow for at least twelve months of undisturbed operations including for new lending. As at 31 December 2019, the Group's liquidity buffer was approximately 13.6 months from a survival horizon perspective. The Group's LCR on 31 December 2019 amounted to 430.2 per cent. The main sources of funding used by the Group for lending activities are its Euro 40 billion Programme for the Issuance of Debt Instruments ("**Programme**"), its Euro 7 billion Euro-Commercial Paper Programme and its Australian dollar 2 billion Medium Term Note Programme. Since 2010, Municipality Finance Plc has held the status of central bank counterparty, and together with its securities portfolio, a substantial amount of the Group's municipal loan book can be used as eligible collateral for participation to the central bank open market operations and standing facilities. The central bank operations and the liquidity facility are treated as a secondary liquidity source which provides a substantial backstop for liquidity.

The Group operates a well-diversified funding strategy. The spread development on the Group's key funding markets has been favourable, as a result of which presence of other market players in the lending market has increased as these other market players have experienced similar development. The Group uses funds transfer pricing in its operations, i.e. its funding curve as a base for pricing its lending transactions to its customers. If the Group's funding cost were to increase, the Group may be forced to increase its pricing to customers which in turn may result in reduction in its market share and lending volumes.

Additionally, because the Group manages a significant liquidity buffer to meet its future needs, the Group has a significant amount of fixed-income and money market assets in its liquidity portfolio. Therefore, the Group must manage the cost of securing the funding against any returns on holding the funds to meet the Group's liquidity requirements prior to such funds being used for lending purposes. The low credit risk of the investments and the stability of its valuations are two of the most important criteria when the Group manages its liquid assets. The objective of the Group's liquidity management is to manage the portfolio by investing in highly liquid assets to ensure that the Group's liquidity enables it to secure lending operations under all market conditions. As a result, the Group maintains a high proportion of HQLA. The assets in the liquidity portfolio include both the Group's own funds as well as acquired pre-funding. Investments in 2019 were primarily made in core Eurozone countries, including the Nordic countries, and in some Canadian and Australian core issuers. With respect to investments with maturities exceeding one year, the focus was on highly rated covered bonds, issues by highly rated supranational, sovereign and agency issuers and on highly rated senior unsecured bank bonds. In 2019, no major changes were made to the allocation of investments among the asset classes. However, maturing long-term investments were reinvested in relatively shorter term investments such as central bank deposits because of a better risk reward. As a result, the average maturity of all investments decreased year-on-year. The Group's liquidity portfolio had an average rating of AA+ at year-end 2019 (2018 AA and 2017 AA). Higher rated assets often have lower yields than less highly rated assets. As a result, the more conservative the Group's investments are, the more likely interest income from investment activity will decrease. In 2019, the Group reduced the share of investments in financial institutions and increased the share of covered bonds. Additionally, due to poor expected returns, outstanding long-term investments were allocated more to short-term investments such as central bank deposits. The Group also reduced the amount of investments with UK issuers, among others. The Group continued to increase investments in socially responsible investment ("**SRI**") targets which totalled Euro 150 million at year-end. The Group made liquidity investments in compliance with the Responsibility Policy approved by the Board of Directors and continues to monitor the environmental and social responsibility and governance practices of the issuers in the liquidity portfolio by monitoring the ESG scores of their investments. This is also incorporated in the Group's Risk Appetite Framework.

The volume of the Group's lending and its market share

The Issuer is a credit institution owned by Finnish municipalities, Keva (the pension fund for Finnish municipalities) and the Republic of Finland and focuses solely on offering market-based financing to municipalities and municipal federations, municipality-controlled entities and housing corporations providing housing on social grounds (the special status of which is approved by the central government). The Issuer specialises in long-term loan arrangements that are used in particular for infrastructure investments and the construction, renting or maintenance of social housing in Finland in accordance with the Act on MGB. As such, the Issuer conducts its lending operations exclusively in Finland and its lending

growth is reliant on the prospects of municipalities and municipal federations, municipality-controlled entities and housing corporations providing housing on social grounds in Finland. Therefore, the macroeconomic factors relating to Finland, and more specifically its municipalities, such as GDP, the inflation rate, interest rates, currency exchange rates, tax rates and the Republic of Finland's decisions related to social housing together with various other factors, have a material impact on customer demand and margins for the Group's products and services.

Municipalities' investment needs grew in the 2000s. According to a report by the Ministry of Finance, Finnish municipalities have more than 500 mandatory service providing responsibilities, whose main focus is on health care, social services and education. In addition to this, municipalities bear a significant responsibility for developing and maintaining society's other infrastructure, such as energy and water supply, amongst other areas. Despite the growth of debt in absolute terms, municipalities' relative indebtedness has increased only moderately since 2009, as the income available to them has also grown correspondingly. Municipalities' main revenue base consists of the municipal tax income and sales of services. Municipalities also receive an annual share of the revenues from corporate taxes collected by the central government from corporates based in their area. According to the Association of Finnish Local and Regional Authorities, an average Finnish municipality funds approximately half of its activities by its own tax revenues, although the proportion varied between 75 and 20 per cent. for the year ended 31 December 2019. In 2019, the municipalities raised approximately Euro 23 billion from taxation according to the Association of Finnish Local and Regional Authorities. The Finnish government elected in June 2019 has continued planning and implementing a substantial reform related to the Finnish social and healthcare system and regional government but the outcome of these efforts are not yet clear. See "*Risk Factors – The proposed Finnish social and healthcare system reform may adversely affect the Group*".

In 2019, competition in Finland remained strong in the Group's lending market. However, due to its strong financial position, and supportive funding operations, the Group was able to respond to competition and maintain its status as the most important financing provider for the Finnish municipal sector as well as the social housing sector. As a result, the amount of new loans drawn from the Group in 2019 reached Euro 3.2 billion, which represented a 7.5 per cent. increase on the amount drawn in the prior year. The overall demand for the Group's services exceeded expectations in the municipal sector and growth in 2019 was primarily due to lower than anticipated municipal tax revenue stemming from the tax card and tax register reforms and an increase in social and healthcare costs resulting in a greater need for funding among municipalities. The Group's long-term customer finance portfolio grew by 8.0 per cent. in 2019 and amounted to Euro 24,798 million as at 31 December 2019. In 2019, the Group put significantly more effort in growing its lending activities and developing its digital services offerings. The Group has also increased its employees to 167 employees from 151 in the prior year. Recruitment focused especially on risk management, reporting, and financial and business development.

Moreover, in order to prepare for the implementation of CRR and CRD IV based on the Basel III Standards in recent as well as in the coming years, the Group has focused on increasing its profitability to strengthen its capital position. Increased competition notwithstanding, the Group has achieved this by increasing its lending margins (although adjusting the margin to maintain certain lending volumes) as well as by refraining from distributing dividends from 2012 to 2017.

In the course of its term from 2015 to March 2019, the Finnish government's objective was to implement a substantial reform related to the Finnish social and healthcare system. The reform included plans to establish independent autonomous regions, separate from municipalities, to oversee tasks related to social and healthcare services. Currently, municipalities are responsible for providing these services and the Issuer, as a financier of the municipal sector, has been a lender of a substantial amount of the related funding needs.

Preparations for the implementation of the reform were discontinued and the Finnish government resigned on 8 March 2019. The government elected in June 2019 announced that it would continue to prepare the reforms. As there are currently no proposals for legislation, the Group is not in a position to assess the contents of the potential reform or to evaluate the reform's potential impact on its operations. While the outcome of the potential reform might have an effect on the Group's volumes and financial results in the future, the Group does not expect its results of operations or financial condition in 2020 to be materially impacted by the reform. The Group is actively following the development of the potential reform.

Fluctuations in interest rates, currency exchange rates and the valuation of derivatives

The Group's lending is denominated in euros although the Group's funding is diversified across several different currencies. The Group's total funding acquired as at 31 December 2019 was Euro 33,929 million compared with Euro 30,856 million and Euro 30,153 million as at 31 December 2018 and 2017, respectively. Of this total amount as at 31 December 2019, 34 per cent. was denominated in euros and 66 per cent. in foreign currencies. The Group hedges against all currency risks by using derivative contracts to swap foreign currency-denominated funding and investments into euros. However, the Group conducts daily collateral management in foreign currency when interest rate derivatives denominated in currencies other than Euros are cleared with central counterparties. Such activities may result in minor currency exposures, which are managed and monitored closely.

Also, while the Group's lending and funding is in both floating and fixed interest rates, the Group also hedges its fixed rate interest exposure (both funding and lending) to floating rate. The Group may leave fixed rate exposures unhedged in order to steer its net interest income towards the objective of earnings stabilisation.

In addition to financing, the Group offers its customers solutions for managing their interest rate risks with derivatives. The Group hedges the exposure of any derivative agreements it offers to municipalities, municipal federations and municipal enterprises with its derivatives counterparties.

As a result of the foregoing activities, the Group had derivative contracts with a nominal value of Euro 64,768.9 million as at 31 December 2019 compared with Euro 59,602.1 million and 61,390.4 million as at 31 December 2018 and 2017, respectively.

The following table sets forth, as of the dates indicated, information on the derivative contracts of the Group:

	As at 31 December 2019		
	Nominal value	Fair Value	
	Total	Positive	Negative
		<i>(Euro '000)</i>	
Contracts at fair value through profit or loss			
Interest rate derivatives			
Interest rate swaps.....	18,648,214	608,438	(375,507)
Interest rate options.....	40,035	225	(225)
Currency derivatives			
Cross currency interest rate swaps	6,908,499	209,582	(443,720)
Forward exchange contracts	2,535,624	2,183	(25,303)
Equity derivatives	1,604,848	40,268	(73,951)
Other derivatives	-	-	-
Total.....	29,737,220	860,695	(918,706)
Contracts in hedge accounting			
Interest rate derivatives			
Interest rate swaps.....	23,407,538	811,648	(346,270)
Currency derivatives			
Cross currency interest rate swaps	11,624,134	572,655	(497,034)
Total.....	35,031,672	1,384,303	(843,304)
Grand total.....	64,768,893	2,244,997	(1,762,010)

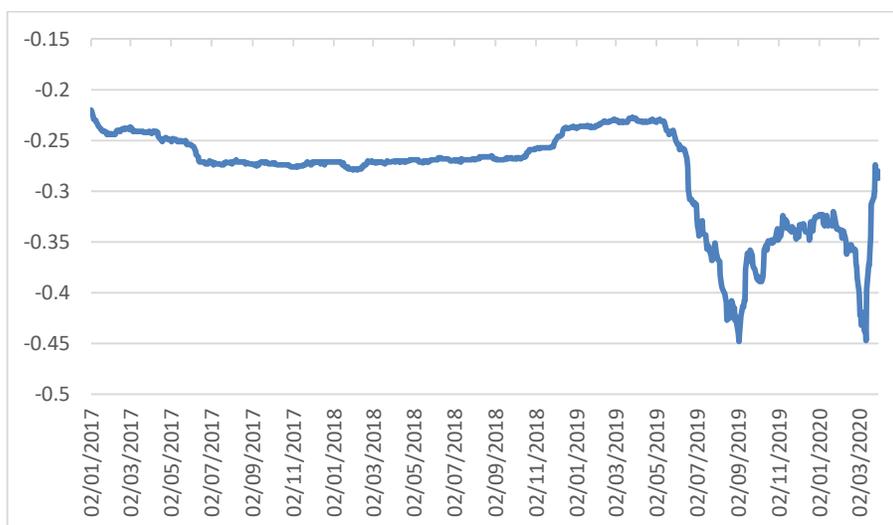
	As at 31 December					
	2018			2017		
	Nominal value	Fair value		Nominal value	Fair value	
	Total	Positive	Negative	Total	Positive	Negative
	<i>(Euro '000)</i>					
Contracts at fair value through profit or loss						
Interest rate derivatives						
Interest rate swaps	16,875,955	357,439	(254,720)	6,438,830	144,237	(138,367)
Interest rate options	160,105	417	(417)	162,175	628	(628)
Currency derivatives						
Cross currency interest rate swaps	6,089,391	152,459	(675,090)	33,026	186	(146)
Forward exchange contracts	2,538,297	18,865	(8,036)	3,846,382	5,127	(62,956)
Equity derivatives	1,788,685	5,217	(259,641)	2,204,916	56,078	(56,078)
Other derivatives	-	-	-	20,000	133	(133)
Total	27,452,433	534,398	(1,197,905)	12,705,329	260,388	(258,308)
Contracts in hedge accounting						
Interest rate derivatives						
Interest rate swaps	19,673,707	412,028	(211,683)	31,050,085	531,951	(369,866)
Currency derivatives	12,475,969	592,184	(795,839)	17,634,970	694,979	(1,587,860)
Cross currency interest rate swaps						
Total	32,149,676	1,004,212	(1,007,522)	48,685,054	1,226,930	(1,957,725)
Grand total	59,602,109	1,538,610	(2,205,427)	61,390,383	1,433,318	(2,216,034)

While the Group uses derivatives only for hedging purposes, certain derivatives entered into by the Group do not qualify for hedge accounting and create volatility in the Group's income statement. This volatility is a function of changes in market interest rates and currency exchange rates and the related fair value changes of those derivatives which the Group must recognise in its income statement. The total nominal value of derivative contracts not included in hedge accounting but recognised at fair value through profit and loss under EU IFRS was Euro 29,737.2 million as at 31 December 2019. Changes in the fair value of such derivatives are recognised in the income statement during the period in which they occur as one component of the net result for the line item "Net income from securities and foreign exchange transactions". The Group recognised changes in fair value of derivative contracts of Euro 590.2 million, Euro -625.4 million and Euro 8.1 million the years ended 31 December 2019, 2018 and 2017, respectively. As part of the adoption of IFRS 9, the Group reclassified its financial assets and liabilities leading to derivative contracts positions not recognised under the hedge accounting to increase.

Interest rate movements

The Group hedges its loan portfolio and funding into floating rate euros. As a result, the Group's interest income and interest expense are sensitive to interest rate movements. As interest rates decrease the Group's interest earned on its existing loan portfolio will decrease and the interest paid under its existing funding will decrease. Thus, the Group's profitability is based on its ability to manage the margin between the interest income and the interest expense. In 2015, Euro interest rates began to decline again and the Euribor 6-month interest rate became negative in November 2015 and as at 31 March 2020 was still negative.

The chart below shows the Euribor 6-month interest rate from 1 January 2017 to 31 March 2020.



The quantitative easing by the ECB pushed interest rates into negative territory. Despite the low interest rate environment, the Group has witnessed a steady increase in its net interest income in the periods under review. The Group hedges all interest expenses and income with derivatives to floating Euribor. The floating interest rates in the Group's loan portfolio are floored at 0 per cent., whereas the Group's liabilities are hedged to Euribor rates without any such interest rate floor. Consequently, the negative interest rate environment has contributed positively to the Group's net interest income. If Euribor rates were to rise from current levels, the Group may experience a decline in its net interest income, as the impact of the zero floor on the overall loan portfolio would be reduced until Euribor rates become positive, even if there is a reduction in the volume of the lending or funding.

IFRS 9

IFRS 9 Financial Instruments was adopted at the beginning of 2018 and replaced the existing principles in IAS 39. The new standard includes revised guidance on the classification and measurement of financial instruments, including a new expected credit loss model for calculating impairment on financial assets, and the new general hedge accounting requirements. It also carries forward the guidance on recognition and derecognition of financial instruments from IAS 39. The IFRS 9 standard adopted has increased profit and loss volatility through unrealised gains and losses of financial instruments. In the adoption of IFRS 9 the Group reclassified its financial assets and liabilities. As a result of the reclassification the impact of the financial liabilities on profit and loss has increased.

In addition, the reclassifications resulted in the reduction in the use of hedge accounting for certain assets and liabilities. The reduction of hedge accounting resulted in higher gross levels of interest income and interest expense. Previously, the interest of derivatives hedging assets in hedge accounting was according to hedge accounting principles and presented as a net figure in interest income. Interest on derivatives hedging liabilities in hedge accounting was presented as a net figure in interest expense. After the transition to IFRS 9, all derivatives no longer in hedge accounting are presented as gross figures divided into interest income and expense, thus increasing the gross levels. The impact of IFRS 9 reclassifications is, however eliminated, on the net interest income line item.

The Group has enacted the option of the IFRS 9 reporting standard not to restate earlier reporting periods according to IFRS 9. Therefore, the comparative information for 2017 is not fully comparable to the information presented for 2018 and 2019 due to the reclassifications. For more information on IFRS 9 see Note 1 to the Consolidated Financial Statements, "*Summary of significant accounting policies*".

IFRS 16

IFRS 16 Leases was adopted at the beginning of 2019 and replaces the existing principles in IAS 17. The new standard amends the accounting requirements for lessees while the accounting requirements for lessors remains largely unchanged.

The IFRS 16 standard impacted the treatment of leases where the Group is the lessee mainly in items such as office space, parking facilities and cars. Previously, these items were classified as operating leases under IAS 17. Under IFRS 16 these lease liabilities have been measured at the present value of the remaining lease payments, discounted using the incremental borrowing rate at the date of initial application. Right-of-use assets are measured at an amount equal to lease liability at the date of initial application. Right-of-use assets are presented in the Consolidated Statement of Financial Position as part of Tangible assets and lease liabilities are presented under Other liabilities. Lease payments are allocated between interest expense and the deduction of the lease liability. The Group elected to use the expedient provided by IFRS 16.C10(a) which applies a single discount rate to all lease liabilities. The Group retrospectively applied IFRS 16 with cumulative effect recognised on initial application in accordance with IFRS 16.C5(b). The comparative information for 2018 and 2017 has not been restated.

The impact of IFRS 16 initial application can be seen in the below table.

	<i>(Euro '000)</i>
31 December 2018	
Lease liabilities disclosed as operating leases under IAS 17	8,384
1 January 2019⁽¹⁾	
Lease liabilities recognised based on initial application of IFRS 16 due to different treatment of extension options	693
Impact of discounting at incremental borrowing rate	(340)
Total lease liabilities recognised based on initial application of IFRS 16	<u>8,737</u>

⁽¹⁾The weighted average incremental borrowing rate utilised in the initial recognition of lease liabilities on 1 January 2019 was 1.35%. The initial application of IFRS 16 did not impact equity.

At the end of the financial year 2019, IFRS 16 right-of-use assets totalled Euro 7,340 thousand and the lease liabilities presented in Other liabilities totalled Euro 7,388 thousand.

For more information on IFRS 16 see Note 1 "*Summary of significant accounting policies*" to the Consolidated Financial Statement 2019.

Government Funding

The ongoing COVID-19 pandemic will have a significant impact on the Finnish economy. In April 2020, the Ministry of Finance estimated that the Finnish economy will contract by 5.5 per cent. in 2020 and that measures introduced to contain the spread of the virus (such as restrictions on gatherings and travel) will continue to negatively impact business operations. Given the evolving nature of the pandemic, it is difficult to predict the long term impact it will have on the Finnish economy. While the Ministry of Finance predicted in April 2020 that the general government deficit will grow by roughly Euro 14 billion in 2020 which is 7.2 per cent. of GDP and will likely result in a substantial sustained deficit in the near to medium term, Finnish municipalities will bear much of the resultant costs. Municipalities are expected to experience increased costs relating to the healthcare sector while also receiving decreased tax revenues from a decline in the Finnish economy, among other things, the impact of which could lead to decreases in their creditworthiness. As a result, the Group may experience an increase in lending volumes which, in turn, also require an increase in funding needs in order to maintain the Group's liquidity buffer. As of the date of this Offering Circular, the impact of the pandemic is estimated to cost Euro 1.8 billion and the central government plans to contribute Euro 1.5 billion, the remainder being the responsibility of the municipalities. However, due to the ongoing nature of the pandemic, it remains difficult to estimate the impacts of the pandemic and accordingly the estimates expressed herein are subject to change.

Due to the above considerations, together with the strong liquidity portfolio, access to the market and the ECB and strict internal risk appetite indicators, the Group does not expect their financial performance to be materially negatively impacted by the COVID-19 pandemic.

Summary of Key Consolidated Income Statement Items

Interest and Similar Income

The interest income of the Group depends primarily on the level of its interest earning assets, as well as the average rate earned on its interest earning assets. Interest income consists of loans and advances to credit

institutions and central banks, loans and advances to the public and public sector entities, debt securities, derivative contracts, leasing operations and other interest income. The largest component of interest income of the Group is income from loans and advances to the public and public sector entities. The volume development for loans and advances to the public and public sector entities is closely linked to the economic situation, the need to carry out investment programmes, the level of competition in the relevant banking sector and interest rate levels.

The effective interest rate method is applied to interest income. Commissions and fees received and paid, transaction expenses as well as any premiums and discounts are taken into account when the effective interest rate is calculated. The effective interest rate calculation is a method of calculating the amortised cost of financial assets or liabilities and allocating interest income to a given period.

The effective interest rate is the percentage rate at which estimated future cash payments or receipts are discounted over the period to the expiry of the financial instrument to the net financial position value of the asset or liability. When calculating the effective interest rate, the Group estimates cash flows taking into account all the contractual terms and conditions of a given financial instrument, excluding potential future loan losses.

However the negative interest income from assets is presented as interest expense and the negative expense from liabilities is presented as interest income. Interest income and expenses on derivatives hedging assets in hedge accounting is recognised in interest income.

Interest and Similar Expenses

The interest expense of the Group depends primarily on the level of its interest-bearing liabilities, as well as the average rate paid on its interest-bearing liabilities. Interest expense consists of liabilities to the public and public sector entities, liabilities to credit institutions and central banks, debt securities issued, derivative contracts and other interest expense. The largest expense component of interest expense of the Group is expense from debt securities issued.

The effective interest rate method is applied to interest expense. See "*—Interest and Similar Income*".

However the negative interest income from assets is presented as interest expense and the negative expense from liabilities is presented as interest income. Interest income and expenses on derivatives hedging liabilities in hedge accounting is recognised in interest expense.

Commission Income

Commission income includes commission and fees received for financial advisory services, primarily conducted by Inspira, the Issuer's subsidiary, in addition to fees for digital services.

Commission Expenses

Commission expenses include the guarantee fee paid to MGB, custody fees and debt programme fees and costs.

Net Income from Securities and Foreign Exchange Transactions

Net income from securities consists of fair value changes of financial assets and liabilities measured at fair value through profit or loss, fair value changes of derivatives not included in hedge accounting as well as capital gains and losses related to these items. Net income from foreign exchange transactions consists of unrealised and realised translation differences for all items denominated in foreign currencies. Translation differences related to hedged items and hedging instruments in hedge accounting are also presented under this item. Monetary receivables and liabilities denominated in a foreign currency have been converted into euros using the European Central Bank's average exchange rate on the financial position date.

Net Income on Financial Assets at Fair Value Through Other Comprehensive Income

Net income on financial assets at fair value through other comprehensive income includes realised gains and losses of the financial assets measured at fair value through other comprehensive income.

Net Income from Hedge Accounting

Net income from hedge accounting includes the net income from the measurement at fair value of the financial assets and liabilities and the derivative contracts hedging them at fair value for the hedged risk (to the extent such hedging qualifies for fair value hedge accounting).

Other operating income

Other operating income includes gains from the disposal of tangible and intangible assets and other operating income.

Administrative Expenses

Administrative expenses of the Group are primarily generated by personnel expenses. Staff costs are driven by the overall number of the Group's full-time equivalent employees, as well as the level of wages and salaries and pension costs. The main components of the Group's other administrative expenses are IT as well as promotion and advertising activities.

Depreciation and Impairment on Tangible and Intangible Assets

Depreciation and impairment on tangible and intangible assets consists of depreciation according to the plan and possible impairment of tangible and intangible assets.

Other Operating Expenses

Other operating expenses consists of rental expenses and other expenses from credit institution operations, in addition to fees paid to authorities, including stability fees, as well as other administrative and supervisory fees.

Credit loss and impairments on financial assets

Credit loss and impairments on financial assets at amortised cost include the expected credit losses recognised according to IFRS 9 for the financial assets measured at amortised cost. Credit loss and impairments on other financial assets include the expected credit losses recognised according to IFRS 9 for the financial assets measured at fair value through other comprehensive income as well as impairments and subsequent recoveries recognised for all financial assets.

Income Tax Expenses

Income tax expense is mainly determined by the statutory tax rates applicable in Finland and generally comprise accrual-based taxes that are determined based on the profits generated by the Group, and changes in deferred taxes. Taxes have been adjusted by taxes related to previous years. The corporate income tax rate for the Group's operations in Finland has been 20 per cent. since 2014.

Results of Operations

The following tables set forth, as of the dates indicated, certain summary financial information about the results of the Group's operations:

	For the year ended 31 December			Change 2018 to 2019	Change 2017 to 2018
	2019	2018	2017		
	(Euro '000)			(%)	
Interest and similar income.....	766,581	711,731	191,360	7.7	271.9
Interest and similar expenses.....	(526,326)	(475,434)	37,186	(10.7)	(1378.5)
NET INTEREST INCOME.....	240,255	236,297	228,546	1.7	3.4
Commission income.....	3,490	2,395	3,245	45.7	(26.2)
Commission expenses.....	(4,235)	(4,180)	(4,071)	1.3	2.7
Net income from securities and foreign exchange transactions....	(33,373)	(27,910)	6,196	(19.6)	(550.5)
Net income from available-for-sale financial assets.....	-	-	494		
Net income on financial assets at fair value through other comprehensive income.....	114	38	-	200.0	-
Net income from hedge accounting.....	(19,097)	27,645	2,655	(169.1)	941.2
Other operating income.....	135	66	134	104.5	(50.7)
Administrative expenses.....	(32,268)	(27,225)	(22,343)	(18.5)	21.9
Depreciation and impairment on tangible and intangible assets...	(6,183)	(2,333)	(1,974)	(165.0)	(18.2)
Other operating expenses.....	(17,626)	(15,368)	(14,495)	14.7	6.0
Credit loss and impairments on financial assets.....	28	564	-	(95.1)	-
NET OPERATING PROFIT.....	131,239	189,989	198,386	(30.9)	(4.2)
Income tax expenses.....	(26,307)	(38,032)	(39,721)	(30.8)	(4.3)
PROFIT FOR THE PERIOD.....	104,932	151,958	158,665	(30.9)	(4.2)

Net Interest Income

2019 versus 2018

Net interest income increased by Euro 3,957 million, or 1.7 per cent., to Euro 240.3 million for the year ended 31 December 2019 compared to Euro 236.3 million for the year ended 31 December 2018 primarily due to successful funding operations, growth in customer finance and a favourable interest rate environment for the Group's operations.

Interest income and expense on assets

Net interest income from assets decreased by Euro 5.0 million, or 5.4 per cent., to Euro 87.1 million for the year ended 31 December 2019 compared to Euro 92.1 million for the year ended 31 December 2018 primarily due to a decrease in net interest income from loans and advances to the public and public sector entities and a decrease in net interest income from debt securities and an increase in net interest expense payable on cash and balances with central banks, partially offset by a decrease in net interest expense payable on derivative contracts.

Net interest income from loans and advances to the public and public sector entities decreased by Euro 2.5 million, or 1.3 per cent., to Euro 192.8 million for the year ended 31 December 2019 compared to Euro 195.3 million for the year ended 31 December 2018 primarily due to a decrease in average interest rates on the lending portfolio, partially offset by an increase in the lending portfolio.

Net interest income from debt securities (i.e., the Group's liquidity portfolio) decreased by Euro 4.3 million, or 19.9 per cent., to Euro 17.3 million for the year ended 31 December 2019 compared to Euro 21.6 million for the year ended 31 December 2018 primarily due to a decrease in average interest rates.

Net interest expense payable on derivative contracts decreased by Euro 3.1 million, or 2.8 per cent., to Euro 106.2 million for the year ended 31 December 2019 compared to Euro 109.3 million for the year ended 31 December 2018 primarily due to changes in interest rates.

Interest income and expense on liabilities

Net interest income on liabilities increased by Euro 8.9 million, or 6.2 per cent., to Euro 153.1 million for the year ended 31 December 2019 compared to Euro 144.2 million for the year ended 31 December 2018, primarily due to a decrease in net interest income receivable on derivatives contracts which was partially offset by a decrease in net interest expense on debt securities issued.

Net interest expense on liabilities from debt securities issued decreased by Euro 117.0 million, or 20.2 per cent., to Euro 462.2 million for the year ended 31 December 2019 compared to an expense of Euro 579.2

million for the year ended 31 December 2018. This decrease was partially due to the net impact of a favourable interest rate environment for the Group's funding operations.

Net interest income on liabilities on derivative contracts decreased by Euro 111.0 million, or 13.4 per cent., to Euro 716.3 million for the year ended 31 December 2019 compared to Euro 827.3 million for the year ended 31 December 2018. This decrease was partially due to interest rate changes.

2018 versus 2017

Net interest income increased by Euro 7.8 million, or 3.4 per cent., to Euro 236.3 million for the year ended 31 December 2018 compared to Euro 228.5 million for the year ended 31 December 2017 primarily due to successful funding operations, volume growth and a favourable interest rate environment for the Group's operations. The gross figures for the years 2018 and 2017 are not entirely comparable due to the adoption of IFRS 9. The amount of derivatives that are measured at fair value through profit or loss have increased at the introduction of IFRS 9 and are presented as gross figures in interest income and expenses. The change in presentation does not impact the net interest income and expenses for these items on a net level.

Interest income and expense on assets

Net interest income from assets decreased by Euro 47.9 million, or 34.2 per cent., to Euro 92.1 million for the year ended 31 December 2018 compared to Euro 140.0 million for the year ended 31 December 2017 primarily due to a decrease in interest income from loans and advances to the public and public sector entities and in interest income from debt securities. In addition, interest expense payable on derivative contracts increased.

Net interest income from loans and advances to the public and public sector entities decreased by Euro 8.7 million, or 4.3 per cent., to Euro 195.3 million for the year ended 31 December 2018 compared to Euro 204.0 million for the year ended 31 December 2017 primarily due to a decrease in average interest rates on the lending portfolio, partially offset by an increase in the lending portfolio.

Net interest income from debt securities (i.e., the Group's liquidity portfolio) decreased by Euro 3.0 million, or 12.1 per cent., to Euro 21.6 million for the year ended 31 December 2018 compared to Euro 24.6 million for the year ended 31 December 2017 primarily due to the decreased liquidity portfolio.

Net interest expense payable on derivative contracts increased by Euro 30.6 million, or 38.9 per cent., to Euro 109.3 million for the year ended 31 December 2018 compared to Euro 78.7 million for the year ended 31 December 2017 primarily due to changes in interest rates.

Interest income and expense on liabilities

Net interest income on liabilities increased by Euro 55.6 million, or 62.8 per cent., to Euro 144.2 million for the year ended 31 December 2018 compared to Euro 88.6 million for the year ended 31 December 2017, primarily due to successful funding operations and a favourable interest rate environment. 'Other liabilities' contains interest expenses paid for the collateral agreements.

Net interest expense on liabilities from debt securities issued increased by Euro 233.3 million, or 67.4 per cent., to Euro 579.2 million for the year ended 31 December 2018 compared to an expense of Euro 346.0 million for the year ended 31 December 2017. This increase was partially due to a slight increase in funding but was primarily due to an amendment of accounting principles in the second half of 2017.

Net interest income on liabilities on derivative contracts increased by Euro 301.3 million, or 57.3 per cent., to Euro 827.3 million for the year ended 31 December 2018 compared to Euro 526.0 million for the year ended 31 December 2017. This increase was partially due to changes in interest rates—and it offsets an equivalent increase in the net interest expense on liabilities from debt securities—but was mainly primarily due to an amendment of accounting principles in the second half of 2017.

Net Income From Hedge Accounting

Net income from hedge accounting decreased by Euro 46.7 million, or 169.1 per cent., to Euro negative 19.1 million for the year ended 31 December 2019 compared to Euro positive 27.6 million for the year ended 31 December 2018. In accordance with its risk management principles, the Issuer uses derivatives to financially hedge against interest rate, foreign exchange and other market and price risks. Cash flows are

hedged, but due to the generally used valuation methods, changes in fair value differ between the hedged financial instrument and the respective hedging derivative. Changes in the shape of the interest rate curve and credit risk spreads in different currencies affect the valuations, which causes the fair values of hedged assets and liabilities and hedging instruments to behave in different ways. In practice, the changes in valuations are not realised on a cash basis because the Issuer primarily holds loan and funding agreements and their hedging derivatives until the maturity date. The unrealised fair value changes in the financial year 2019 were influenced, in particular, by changes in interest rate expectations in the Issuer's main funding markets.

Net income from hedge accounting increased by Euro 25.0 million, or 941.2 per cent., to Euro 27.6 million for the year ended 31 December 2018 compared to Euro 2.7 million for the year ended 31 December 2017 primarily due the adoption of the IFRS 9 and the impact of the Group's developed valuation methods of derivatives. Starting 1 January 2018 the Group has valued all derivatives using the OIS curve which lead to increased volatility in line item "Net income from hedge accounting".

Administrative Expenses

The table below sets forth for the periods indicated, the principal components of the Group's administrative expenses.

	For the year ended 31 December		
	2019	2018	2017
	<i>(Euro '000)</i>		
Personnel expenses			
Wages and salaries	(14,519)	(12,473)	(11,012)
Pension costs	(2,623)	(2,306)	(2,196)
Other social security expenses.....	(410)	(443)	(377)
Total.....	(17,553)	(15,222)	(13,584)
Other administrative expenses.....	(14,715)	(12,003)	(8,759)
Total Administrative Expenses.....	(32,268)	(27,225)	(22,343)

The Group had 167, 151 and 134 total personnel as at 31 December 2019, 2018 and 2017, respectively.

Administrative expenses increased by Euro 5.0 million, or 18.5 per cent., to Euro 32.3 million for the year ended 31 December 2019 compared to Euro 27.2 million for the year ended 31 December 2018 primarily due to an increase in personnel expense as a result of the increase in headcount. The increase in other administrative expenses was due to investments to ensure operational reliability of information systems and to develop customer service and service offerings.

Administrative expenses increased by Euro 4.9 million, or 21.8 per cent., to Euro 27.2 million for the year ended 31 December 2018 compared to Euro 22.3 million for the year ended 31 December 2017 primarily due to an increase in personnel expense as a result of the increase in headcount.

Other Operating Expenses

Other operating expenses increased by Euro 2.3 million, or 14.7 per cent., to Euro 17.6 million for the year ended 31 December 2019 compared to Euro 15.4 million for the year ended 31 December 2018 primarily due to costs related to systems and process development.

Other operating expenses increased by Euro 0.9 million, or 6.0 per cent., to Euro 15.4 million for the year ended 31 December 2018 compared to Euro 14.5 million for the year ended 31 December 2017 primarily due to financial supervision costs paid to the ECB and to the FIN-FSA, and the contributions paid to EU-level crisis resolution fund.

Income Taxes

Income taxes decreased by Euro 11.7 million, or 30.8 per cent., to Euro 26.3 million for the year ended 31 December 2019 compared to Euro 38.0 million for the year ended 31 December 2018 due to a decrease in net operating profit.

Income taxes decreased by Euro 1.7 million, or 4.3 per cent., to Euro 38.0 million for the year ended 31 December 2018 compared to Euro 39.7 million for the year ended 31 December 2017 due to the decrease in net operating profit.

Financial Position

Assets

The following table sets forth, as of the dates indicated, certain summary financial information about the assets of the Group:

	As at 31 December		
	2019	2018	2017
	(Euro '000)		
Assets			
Cash and balances with central banks.....	4,909,338	3,522,200	3,554,182
Loans and advances to credit institutions	818,323	1,380,544	1,251,391
Loans and advances to the public and public sector entities	24,798,432	22,968,118	21,650,847
Debt securities.....	5,716,318	5,862,591	6,494,234
Shares and participations	9,797	9,521	9,662
Derivative contracts	2,244,997	1,538,610	1,433,318
Intangible assets	14,704	14,850	10,196
Tangible assets	9,041	2,427	2,594
Other assets	170,359	174,818	157,862
Accrued income and prepayments.....	242,450	203,061	173,853
Total Assets	38,933,758	35,676,739	34,738,139

As of 31 December 2019, the main components of the total assets of the Group were loans and advances to the public and public sector entities, debt securities and cash and balances with central banks, representing 63.7 per cent., 14.7 per cent. and 12.6 per cent., respectively, of total assets. As of 31 December 2019, total assets had increased by Euro 3,257.0 million, or 9.1 per cent., to Euro 38,933.8 million compared to Euro 35,676.7 million as of 31 December 2018. The increase was mainly attributable to an increase in the loans and advances to the public and public sector entities of Euro 1,830.3 million and an increase in the cash and cash balances with central banks of Euro 1,387.1 million.

As of 31 December 2018, the main components of the total assets of the Group were loans and advances to the public and public sector entities, debt securities and cash and balances with central banks, representing 64.4 per cent., 16.4 per cent. and 9.9 per cent., respectively, of total assets. As of 31 December 2018, total assets had increased by Euro 938.6 million, or 2.7 per cent., to Euro 35,676.7 million, compared to Euro 34,738.1 million as of 31 December 2017. The increase was mainly attributable to an increase in the loans and advances to the public and public sector entities of Euro 1,317.3 million, which was partially offset by a decrease in the value of debt securities of Euro 631.6 million.

The main components of the Group's assets and the key drivers of the changes in the assets of the Group as of the indicated dates are described below.

Cash and balances with central banks

Cash and balances with central banks increased by Euro 1,387.1 million, or 39.4 per cent., to Euro 4,909.3 million as at 31 December 2019 compared to Euro 3,522.2 million as at 31 December 2018 primarily due to an increase in deposits with the Bank of Finland.

Cash and balances with central banks decreased by Euro 32.0 million, or 0.9 per cent., to Euro 3,522.2 million as at 31 December 2018 compared to Euro 3,554.2 million as at 31 December 2017 primarily due to a slight decrease in deposits with the Bank of Finland.

Loans and advances to the public and public sector entities

Loans and advances to the public and public sector entities increased by Euro 1,830.3 million, or 8.0 per cent., to Euro 24,798.4 million as at 31 December 2019 compared to Euro 22,968.1 million as at

31 December 2018 primarily due to a higher level of new lending compared to the level of lending that matured during the period.

Loans and advances to the public and public sector entities increased by Euro 1,317.3 million, or 6.1 per cent., to Euro 22,968.1 million as at 31 December 2018 compared to Euro 21,650.8 million as at 31 December 2017 primarily due to a higher level of new lending compared to the level of lending that matured during the period.

Debt securities

Debt securities decreased by Euro 146.3 million, or 2.5 per cent., to Euro 5,716.3 million as at 31 December 2019 compared to Euro 5,862.6 million as at 31 December 2018 primarily due to a decrease in the amount of funds invested in debt securities.

Debt securities decreased by Euro 631.6 million, or 9.7 per cent., to Euro 5,862.6 million as at 31 December 2018 compared to Euro 6,494.2 million as at 31 December 2017 primarily due to a decrease in the amount of funds invested in debt securities.

Derivative contracts

For a breakdown of the Group's derivative contracts during the periods under review see "*Significant Factors Affecting Operating and Financial Results—Fluctuations in interest rates, currency exchange rates and the valuation of derivatives*".

Derivative contract assets increased by Euro 706.4 million, or 45.9 per cent., to Euro 2,245.0 million as at 31 December 2019 compared to Euro 1,538.6 million as at 31 December 2018 primarily due to changes in interest rates and currency exchange rates.

Derivative contract assets increased by Euro 105.3 million, or 7.3 per cent., to Euro 1,538.6 million as at 31 December 2018 compared to Euro 1,433.3 million as at 31 December 2017 primarily due to changes in interest rates and currency exchange rates.

Liabilities

The following table sets forth, as of the dates indicated, certain summary financial information about the liabilities of the Group:

	As at 31 December		
	2019	2018	2017
	<i>(Euro '000)</i>		
Liabilities			
Liabilities to credit institutions	1,178,256	822,504	802,277
Liabilities to the public and public sector entities	3,862,053	3,870,918	3,746,762
Debt securities issued.....	29,983,585	26,901,998	26,303,961
Derivative contracts	1,762,010	2,205,427	2,216,034
Other liabilities.....	116,374	6,149	2,587
Accrued expenses and deferred income	180,917	148,377	124,574
Deferred tax liabilities.....	256,241	235,307	202,522
Total Liabilities	37,339,436	34,190,680	33,398,716

As of 31 December 2019, the main components of the total liabilities of the Group were debt securities issued, liabilities to public and public sector entities and derivative contracts, representing 80.3 per cent., 10.3 per cent., and 4.7 per cent., respectively, of total liabilities. As of 31 December 2019, total liabilities had increased by Euro 3,148.8 million, or by 9.2 per cent., to Euro 37,339.4 million compared to Euro 34,190.7 million as of 31 December 2018. The increase was mainly attributable to an increase in debt securities issued, partially offset by a decrease in derivative contracts.

As of 31 December 2018, the main components of the total liabilities of the Group were debt securities issued, liabilities to public and public sector entities and derivative contracts, representing 78.7 per cent., 11.3 per cent., and 6.5 per cent., respectively, of total liabilities. As of 31 December 2018, total liabilities had increased by Euro 792.0 million, or by 2.4 per cent., to Euro 34,190.7 million compared to Euro

33,398.7 million as of 31 December 2017. The increase was mainly attributable to an increase in debt securities issued.

The main components of the Group's liabilities and the key drivers of the changes in the liabilities of the Group as of the indicated dates are described below.

Debt securities issued

The total amount (nominal value at the time of issuance) of bonds and other funding issued by the Group as at 31 December 2019 was:

	As at 31 December 2019
	<i>(Euro '000)</i>
Funding	
Debt instruments issued under EMTN Programmes	26,436,822
Debt instruments issued under the AUD Programme	631,052
Debt instruments issued under stand-alone MTN documentation	-
Commercial Papers of the Issuer	2,735,624
Other funding	3,236,661
Total	<u>33,040,159</u>

Debt securities issued by the Group increased by Euro 3,081.6 million, or 11.5 per cent., to Euro 29,983.6 million as at 31 December 2019 compared to Euro 26,902.0 million as at 31 December 2018 primarily due to an increase in new funding that was issued compared to maturing funding.

Debt securities issued by the Group increased by Euro 598 million, or 2.3 per cent., to Euro 26,902.0 million as at 31 December 2018 compared to Euro 26,304.0 million as at 31 December 2017 primarily due to an increase in new funding that was issued compared to maturing funding.

For more information on the Group's debt securities issued, see "*Contingent Liabilities— Commitments*" below.

Liabilities to credit institutions and liabilities to the public and public sector entities

Liabilities to credit institutions increased by Euro 355.8 million, or 43.3 per cent., to Euro 1,178.3 million as at 31 December 2019 compared to Euro 822.5 million as at 31 December 2018 primarily due to an increase in received collateral on derivatives.

Liabilities to the public and public sector entities consist primarily of bilateral loans from public sector entities. Liabilities to the public and public sector entities decreased by Euro 8.8 million, or 0.2 per cent., to Euro 3,862.1 million as at 31 December 2019 compared to Euro 3,870.9 million as at 31 December 2018 primarily due to a decrease of funding acquired from the public and public sector entities.

In total, liabilities to credit institutions and liabilities to the public and public sector entities increased by Euro 144.4 million, or 3.2 per cent., to Euro 4,693.4 million as at 31 December 2018 compared to Euro 4,549.0 million as at 31 December 2017 primarily due to an increase of funding acquired from the public and public sector entities.

Derivative contracts

For a breakdown of the Group's derivative contracts during the period see "*Significant Factors Affecting Operating and Financial Results—Fluctuations in interest rates, currency exchange rates and the valuation of derivatives*".

Derivative contracts liabilities for the Group decreased by Euro 443.4 million, or 20.1 per cent., to Euro 1,762.0 million as at 31 December 2019 compared to Euro 2,205.4 million as at 31 December 2018 primarily due to changes in interest rates and currency exchange rates.

Derivative contracts liabilities for the Group decreased by Euro 10.6 million, or 0.5 per cent., to Euro 2,205.4 million as at 31 December 2018 compared to Euro 2,216.0 million as at 31 December 2017 primarily due to changes in interest rates and currency exchange rates.

Capital Adequacy

The Group calculates its capital adequacy according to the CRR and CRD IV, to the extent that they apply to credit institutions such as the Group which specialise in servicing the local government sector. CRD IV and CRR are based on Basel III requirements.

The capital adequacy requirement for credit risk is calculated using the standardised approach and for credit counterparty risk mark-to-market method. For credit risk mitigation, the Group uses methods for reducing the credit risk such as guarantees provided by the municipalities as well as deficiency guarantees given by the Republic of Finland. For derivatives, netting agreements (ISDA Master Agreement), collateral agreements (ISDA Credit Support Annex) and guarantees granted by the Municipal Guarantee Board are used for reducing the capital adequacy requirement related to the credit counterparty risk of derivative counterparties. When calculating the capital requirement for market risk, only foreign exchange risk is taken into account as the Group does not have a trading book nor share or commodity positions. As foreign exchange risk is hedged by swapping all currency denominated funding and investments into euros, the Group's foreign exchange position is very small. Pursuant to Article 351 of the CRR if foreign exchange net position does not exceed 2 per cent. of the total own funds, there is no capital requirement for market risk. Credit valuation adjustment risk is calculated using standard method and operational risk using basic indicator approach.

The Board of Directors monitors and approves the capital adequacy plan, which is revised annually. The latest revision was made in April 2020 and the current plan extends to 2023. Preparation for the implementation of the Basel III derived leverage ratio requirement has forced the Issuer to begin preparations at an early stage, as the implementation of the leverage ratio, if no exemptions were introduced, would mean that requirements concerning the Group's own funds would be increased significantly. As at 31 December 2019, the Group's leverage ratio calculated under the Basel III Standards/CRD IV Regulation was 4.0 per cent. compared to the minimum threshold of 3 per cent. set under Basel III/CRD IV Regulation. The CRR II, which will become applicable in June 2021, has introduced a new category of credit institutions, namely public development credit institutions, and sets out criteria based on which an institution can be considered a public development credit institution. If a credit institution meets such criteria and accordingly constitutes a public development credit institution, it can, for the purposes of calculating the leverage ratio, deduct exposures arising from assets that constitute claims on central governments, regional governments, local authorities or public sector entities in relation to public sector investments and promotional loans. According to the Issuer's self-assessment, it meets the criteria of a public development credit institution. Should the criteria be met, the Issuer may in the future make such deduction in calculating its leverage ratio.

The adequacy of own funds is also followed up in monthly business analyses.

The table below shows the Group's own funds for the periods indicated.

Consolidated own funds, Group	For the year ended 31 December		
	2019	2018	2017
		<i>(Euro '000)</i>	
Common Equity Tier 1 capital before regulatory adjustments	1,218,199	1,118,171	976,260
Adjustments to Common Equity Tier 1	(55,747)	(52,715)	(30,741)
Common Equity Tier 1 Capital (CET1)	1,162,452	1,065,455	945,519
Additional Tier 1 capital before adjustments	347,454	347,454	347,454
Adjustments to Additional Tier 1 capital	-	-	-
Additional Tier 1 Capital (AT1)	347,454	347,454	347,454
Tier 1 Capital (T1)	1,509,906	1,412,909	1,292,973
Tier 2 capital before adjustments	-	-	-
Adjustments to Tier 2 capital	-	-	-
Tier 2 Capital (T2)	-	-	-
Total own funds	1,509,906	1,412,909	1,292,973

Consolidated minimum requirement for own funds, Group

	31 December 2019		31 December 2018		31 December 2017	
	Capital requirement	Risk exposure amount	Capital requirement	Risk exposure amount	Capital requirement	Risk exposure amount
	<i>(Euro '000)</i>					
Credit and counterparty risk, standardised approach	61,038	762,976	78,128	976,596	88,603	1,107,536
Exposure to central governments or central banks	-	-	-	-	302	3,780
Exposures to regional governments or local authorities	289	3,613	353	4,413	332	4,153
Exposures to public sector entities	-	-	4,807	60,086	4,742	59,271
Exposures to multilateral development banks.....	323	4,043	951	11,884	953	11,914
Exposures to institutions.....	37,847	473,090	52,470	655,875	62,294	778,671
Exposures in the form of covered bonds	20,676	258,456	18,986	237,323	19,063	238,284
Items representing securitisation positions	-	-	13	165	104	1,296
Exposures in the form of shares in CIUs	84	1,049	88	1,103	103	1,286
Other items.....	1,818	22,724	460	5,746	710	8,881
Market risk	-	-	-	-	-	-
Credit valuation adjustment risk (CVA VaR), standard method.....	17,085	213,561	19,722	246,528	27,294	341,179
Operational risk, basic indicator approach	33,841	423,016	30,644	383,048	26,783	334,786
TOTAL	111,964	1,399,553	128,494	1,606,172	142,680	1,783,501

	For the year ended 31 December		
	2019	2018	2017
CET1 capital ratio, %.....	83.06%	66.34%	53.01%
Tier 1 capital ratio, %	107.88%	87.97%	72.50%
Total capital ratio, %	107.88%	87.97%	72.50%

In addition to the above, the table below shows the own funds for the Issuer only for the periods indicated.

Own funds, Issuer

	For the year ended 31 December		
	2019	2018	2017
	<i>(Euro '000)</i>		
Common Equity Tier 1 capital before regulatory adjustments	1,216,578	1,117,133	975,532
Adjustments to Common Equity Tier 1 capital.....	(55,763)	(52,729)	(30,874)
Common Equity Tier 1 Capital (CET1)	1,160,816	1,064,363	944,658
Additional Tier 1 capital before adjustments	348,896	348,406	347,916
Adjustments to Additional Tier 1 capital	-	-	-
Additional Tier 1 Capital (AT1)	348,896	348,406	347,916
Tier 1 Capital (T1)	1,509,712	1,412,770	1,292,574
Tier 2 capital before adjustments.....	-	-	-
Adjustments to Tier 2 capital.....	-	-	-
Tier 2 Capital (T2)	-	-	-
Total own funds	1,509,712	1,412,770	1,292,574

Minimum requirement for own funds, Issuer

	31 December 2019		31 December 2018		31 December 2017	
	Capital requirement	Risk exposure amount	Capital requirement	Risk exposure amount	Capital requirement	Risk exposure amount
	<i>(Euro '000)</i>					
Credit and counterparty risk, standardised approach	61,090	763,631	78,249	978,115	88,629	1,107,858
Exposures to central governments or central banks	-	-	-	-	302	3,780
Exposures to regional governments or local authorities	289	3,613	353	4,413	332	4,153
Exposures to public sector entities	-	-	4,807	60,086	4,742	59,271
Exposures to multilateral development banks	323	4,043	951	11,884	953	11,914
Exposures to institutions	37,833	472,917	52,466	655,825	62,283	778,542
Exposures in the form of covered bonds	20,676	258,456	18,986	237,323	19,063	238,284
Items representing securitisation positions	-	-	13	165	104	1,296
Exposures in the form of shares in CIUs	84	1,049	88	1,103	103	1,286
Equity exposure	131	1,639	131	1,639	-	-
Other items	1,753	21,912	454	5,676	747	9,333
Market risk	-	-	-	-	-	-
Credit valuation adjustment risk (CVA VaR), standard method	17,085	213,561	19,722	246,528	27,294	341,179
Operational risk, basic indicator approach	31,081	388,508	28,487	356,092	25,441	318,019
TOTAL	109,256	1,365,700	126,459	1,580,735	141,364	1,767,056

	For the year ended 31 December		
	2019	2018	2017
CET1 capital ratio, %	85.00%	67.33%	53.46%
Tier 1 capital ratio, %	110.54%	89.37%	73.15%
Total capital ratio, %	110.54%	89.37%	73.15%

The Group's consolidated own funds totalled Euro 1,509.9 million at the end of 2019 (2018: Euro 1,412.9 million; 2017: Euro 1,293.0 million). Common Equity Tier 1 (CET1) totalled Euro 1,162.5 million (2018: Euro 1,065.5 million; 2017: Euro 945.5 million), and takes into account the net of tax impact of the Group's own Debt Valuation Adjustment (DVA) amounting to Euro negative 2.7 million (2018: Euro negative 4.0 million; 2017: Euro negative 4.1 million) and other value adjustments (AVA) amounting to Euro negative 38.4 million (2018: Euro negative 33.9 million; 2017: Euro negative 16.4 million). Tier 1 capital amounted to Euro 1,509.9 million (2018: Euro 1,412.9 million; 2017: Euro 1,293.0 million). Own funds include the proceeds from the Group's AT1 issuance in September of 2015 and the profit of the financial years 2017,

2018 and 2019 based on the permission received from the European Central Bank. Tier 1 capital includes a provision for dividend distribution of Euro 6.25 million from the Issuer at the end of 2019, 2018 and 2017. The Board of Directors evaluates the amount of dividends paid out each year based on the decision of the Annual General Meeting and submits its dividend proposal based on the company's financial situation, the applicable regulation and taking into account the company's ownership structure.

There was no Tier 2 capital at the end of 2019, 2018 or 2017.

The Group's capital adequacy increased from 2018 to 2019, with the ratio of total own funds to risk-weighted assets being 107.88 per cent. as of 31 December 2019 compared to 87.97 per cent. as of 31 December 2018. This increase was primarily a result of a reduction in risk-weighted assets and an increase in own funds at the end of 2019.

In December 2010, the Basel Committee on Banking Supervision published its final standards on the revised capital adequacy and liquidity framework, known as Basel III, with a revised version published in June 2011 (the "**Basel III Standards**"), which were significantly more stringent than the former requirements under Basel II. Basel III is intended to increase the quality and quantity of capital, to increase capital required to be held against risk weighted assets and to introduce a new liquidity framework (incorporating a leverage ratio, liquidity coverage ratio and a net stable funding ratio). While the Basel III Standards themselves are not legally binding in any jurisdiction, new rules in the form of a new directive and regulation of the European Commission have entered into force in order to implement the Basel III Standards. The Basel III Standards implementing European Commission rules consist of a new Capital Requirements Regulation which entered into force on 28 June 2013 and a Fourth Capital Requirements Directive which entered into force on 17 July 2013. The rules became effective on 1 January 2014, although certain requirements will be phased in over the coming years.

The Basel III Standards and consequently the CRR include a leverage ratio requirement. The Basel III Standards set the minimum leverage ratio at 3 per cent. while the CRR includes currently no minimum threshold. The EU Parliament approved the review of the CRR in April 2019 together with the implementation of the 3 per cent. leverage ratio requirement. Simultaneously, the EU Parliament approved certain exclusions for the public development credit institutions to be used in the calculation of the leverage ratio. According to the Group's self-assessment it meets the definition of a public development credit institution. Should the criteria be met, the Group may in the future make use of the relevant exclusions in leverage ratio calculation. As at 31 December 2019, the Group's leverage ratio, calculated under the current Basel III Standards, was 4.0 per cent. The Issuer has focused, without relying on any exemptions based on the definition of a public development credit institution, on increasing its profitability from 2011 and since then (until 2017) the Issuer's shareholders elected not to distribute dividends for the Issuer to allow profits to be transferred to retained earnings, thereby improving Tier 1 capital and its leverage ratio. In 2018, 2019 and 2020 the Issuer distributed a moderate dividend, amounting to Euro 6,250,207.68 as the Issuer had met the anticipated level of leverage ratio and other prudential capital requirements (with the remaining profit transferred to retained earnings). Implementation of the exclusions available to public development credit institutions in calculation of leverage ratio is likely to have a significant positive impact on the Group's leverage ratio.

The Annual General Meeting of the Issuer held on 23 March 2011 decided on changing the dividend policy in such a way that in the future, the Board of Directors evaluates the amount of dividend paid out each year and gives its proposal on the payment of dividends based on the Group's economic situation and the applicable regulations, taking into account the Issuer's structure of ownership. At the Annual General Meeting of the Issuer held on 23 March 2017 the Annual General Meeting adopted the proposal of the Board of Directors not to distribute a dividend and to retain the distributable funds of Euro 61,496,269.28 in equity. At the Annual General Meeting of the Issuer held on 28 March 2018, the Annual General Meeting adopted the proposal of the Board of Directors to distribute a dividend of Euro 6,250,207.68 and to retain the distributable funds of Euro 89,206,444.47 in equity. At the Annual General Meeting of the Issuer held on 28 March 2019, the Annual General Meeting adopted the proposal of the Board of Directors to distribute a dividend of Euro 6,250,207.68 and to retain the distributable funds of Euro 127,617,814.70 in equity. At the Annual General Meeting of the Issuer held on 25 March 2020, the Annual General Meeting adopted the proposal of the Board of Directors to distribute a dividend of Euro 6,250,207.68 and to retain the distributable funds of Euro 129,117,955.25 in equity.

Contingent Liabilities

In the ordinary course of business, the Group enters into transactions which, upon being concluded, are not disclosed in the Group's statement of financial position as assets or liabilities, but result in contingent liabilities. The main item of these off-financial position liabilities of the Group is financial commitments, mainly binding loan commitments granted.

<u>Breakdown of off-financial position unmatured commitments and contingent liabilities</u>	<u>As at 31 December 2019</u>
	<i>(Euro '000)</i>
AT1 accrued interest	9,432,787
Binding loan commitments	2,361,323

Commitments

As a rule, debt instruments for loans issued to the municipal sector by the Issuer have been given to the Guarantor as collateral.

On 31 December 2019, the Issuer had given collateral (nominal amount) to the Guarantor as follows:

<u>Bonds</u>	<u>As at 31 December 2019</u>
	<i>(Euro '000)</i>
Loans pledged to the central bank	2,641,573
Loans pledged to the Guarantor	11,356,270
Total	13,997,843

The following is a breakdown of the Issuer's financial liabilities (including future interest cashflows) by maturity as at 31 December 2019:

	<u>Payment due by period as at 31 December 2019</u>					<u>Over 10 years</u>
	<u>Total</u>	<u>0-3 months</u>	<u>3-12 months</u>	<u>1-5 years</u>	<u>5-10 years</u>	
	<i>(Euro '000)</i>					
Liabilities to credit institutions ..	1,202,135	1,096,374	841	7,049	30,054	67,817
Liabilities to the public and public sector entities	4,488,853	56,844	151,225	1,159,614	1,510,590	1,610,580
Debt securities issued	31,404,486	6,837,785	4,188,237	14,343,596	4,143,021	1,891,846
Other liabilities	96,239	96,239	-	-	-	-
Total	37,191,712	8,087,242	4,340,303	15,510,259	5,683,666	3,570,243

Cash Flows

The table below sets out, for the period indicated, information on the Group's net consolidated cash flows on operating, investing and financing activities as well as cash and cash equivalents at the beginning and end of the period.

	<u>For the year ended 31 December</u>		
	<u>2019</u>	<u>2018</u>	<u>2017</u>
	<i>(Euro '000)</i>		
Cash flow from operating activities	1,444,778	39,300	2,587,445
Cash flow from investing activities	(3,646)	(6,827)	(5,442)
Cash flow from financing activities	(23,688)	(22,000)	(15,750)
Change in cash and cash equivalents	1,417,443	10,473	2,566,253
Cash and cash equivalents at 1 January	3,573,206	3,562,733	996,480
Cash and cash equivalents at 31 December	4,990,649	3,573,206	3,562,733

Operating Activities

The operating activities of the Group for the year ended 31 December 2019 generated net cash inflows of Euro 1,444.8 million compared to Euro 39.3 million and Euro 2,587.4 million for the years ended 31 December 2018 and 2017, respectively. The main drivers for this change were net changes in collateral.

Investing Activities

The investing activities of the Group generated net cash outflows of Euro 3.6 million for the year ended 31 December 2019 and Euro 6.8 million and Euro 5.4 million for the years ended 31 December 2018 and 2017, respectively, from the acquisition of tangible and intangible assets.

Financing Activities

Net cash outflow from financing activities of Euro 23.7 million for the year ended 31 December 2019 was primarily due to interest paid on the AT1 capital loan, a dividend payment and cash flow from leases.

Net cash outflow from financing activities of Euro 22.0 million for the year ended 31 December 2018 was primarily due to interest paid on the AT1 capital loan and a dividend payment.

Net cash outflow from financing activities of Euro 15.8 million for the year ended 31 December 2017 was primarily due to interest paid on the AT1 capital loan.

For the years ended 31 December 2019, 2018 and 2017 the Group paid dividends of Euro 6.25 million in each period.

Critical Accounting Policies

Preparation of the accounts in accordance with EU IFRS requires management estimates and assumptions that affect the revenue, expenses, assets and liabilities presented in the financial statements. For more information on accounting policies see Note 1 to the Consolidated Financial Statements, "*Summary of significant accounting policies*".

The key assumptions made by the Group concern key uncertainty factors pertaining to the future and the estimates made as of the date of closing of the accounts. These are related to, among other things, the determination of fair value and the impairment of financial assets.

Where market price information is limited, the determination of financial assets that are not publicly quoted or other financial assets requires management judgement. Valuation and determination of own credit risk and its changes for financial liabilities designated at fair value also requires management judgement.

The measurement of impairment losses under IFRS 9 across all categories of financial assets, other than those recorded at fair value through profit or loss, requires judgement, in particular, the estimation of amount and timing of future cash flows and collateral values when determining impairment losses and the assessment of a significant increase in credit risk. These estimates are driven by a number of factors, changes in which can result in different levels of allowances. The Group's calculations in respect of expected credit losses are outputs of complex models with a number of underlying assumptions regarding the choice of variable inputs and their interdependencies. The Group regularly reviews its models in the context of actual loss experience and adjusts them when necessary.

MUNICIPALITY FINANCE PLC

Introduction

Municipality Finance Plc was established on 1 May 2001, when the old Municipality Finance Plc (established in 1989) and Municipal Housing Finance Plc (established in 1993) were merged to form a new company, Municipality Finance Plc, a credit institution referred to in the (Finnish) Credit Institutions Act. On 26 April 2001, the Issuer was granted a credit institution licence by the Ministry of Finance.

The Issuer serves the Finnish municipal sector which consists of municipalities, municipal federations and a range of organisations owned or controlled by municipalities, and corporations designated by state authorities engaging in housing on social grounds. The Issuer has provided funding for the Finnish municipal sector since 1991. The Issuer's mission is, as a financial institution owned by the municipal sector and the Republic of Finland, to build a better future in line with the principles of responsibility and in cooperation with its customers. The Issuer's aim is to ensure cost-effective financial services for the municipal and social housing sector, to operate efficiently and grow profitably, and to improve its self-sufficiency and increase its own funds primarily through funds from its operations in compliance with the Municipal Guarantee Board Act (the "**MGB Act**") (see below "*The Municipal Guarantee Board*") and all relevant and applicable rules and legislation. The Issuer focuses actively on customer relations and creates solutions and services for its customers.

The risk management approach of the Issuer is based on risk avoidance and minimisation. In order to minimise risks and safeguard profits, derivatives are only used for hedging purposes. According to the Articles of Association, the Issuer's shares may not be assigned to anyone other than Keva (the pension fund for Finnish municipalities), municipalities, municipal federations, central organisations of municipalities, entities wholly owned by or under the control of municipalities or municipal federations or companies owned by such entities without the consent of the Issuer's Board of Directors.

Municipality Finance Plc's Financial Advisory Services, which was established in 2004, was turned into a subsidiary under the name Financial Advisory Services Inspira Ltd ("**Inspira**") in November 2007. Inspira focuses on independent expert advisory services for public-sector administration in various areas of funding. Its aim is to assist customers in providing different types of services and in meeting investment needs.

Funding by the Issuer is guaranteed by the Municipal Guarantee Board ("**MGB**") as are the Notes. MGB is an institution under public law and was established under the MGB Act and operates in accordance with it, as amended from time to time, to safeguard and develop the joint funding of the Finnish municipal sector. Its members are jointly responsible for its debts and obligations in accordance with the MGB Act. See "*The Municipal Guarantee Board*".

According to calculations carried out in accordance with the guidelines of the (Finnish) Financial Supervisory Authority, the Issuer's own funds amounted to Euro 1,509.7 million on 31 December 2019. The Issuer's total assets on 31 December 2019 were Euro 38.9 billion, of which the long-term customer finance portfolio represented Euro 24.0 billion.

Customer finance

The Issuer grants financing:

- to municipalities and municipal federations (which are members of MGB);
- at preferential terms in accordance with European Union State aid rules to corporations designated by state authorities and engaging in the renting or production and maintenance of housing on social grounds, or corporations controlled by them; and
- at preferential terms in accordance with European Union State aid rules to entities totally owned or controlled by municipalities or municipal federations, or municipal enterprises provided they fall within certain categories. They should either provide public services falling within the sphere of municipal authority as provided for in the applicable legislation or carry out functions directly in service thereof. Alternatively, they should provide other services essential to citizens, if due to local or regional circumstances the provision of such services is necessary to ensure their availability or efficient provision. An absolute guarantee or a deficiency guarantee from a

municipality or municipal federation, a State deficiency guarantee or a guarantee from the State and a municipality are received as loan collateral in order for the Issuer to advance funds. In addition, a deficiency guarantee for a loan project requires mortgage security. A loan can be granted directly to a municipality or a municipal federation without separate collateral.

The Issuer offers also short-term lending products to municipalities, municipal federations and to organisations controlled by municipalities and municipal federations.

The long-term customer finance portfolio was Euro 24.0 billion, Euro 22.4 billion and Euro 21.2 billion as at 31 December 2019, 31 December 2018 and 31 December 2017, respectively. The municipal sector's funding needs depend on the size and project to be funded of each municipal-sector client.

By acquiring funding jointly through the Issuer, municipalities can benefit from the good overall credit standing of the entire municipal sector and raise funds in the wholesale market. Because of the Issuer's policy on guarantees and the composition of the Issuer's clientele, all lending by the Issuer is considered zero risk in the capital adequacy calculations of banks and credit institutions in Finland.

Neither the Issuer nor its predecessors has ever suffered any credit losses in the financing of its customers after possible realisation of mortgage collaterals and guarantees. The Issuer has no significant investments in other companies or corporations.

The Issuer started to offer green loans and green leasing to its customers in the spring 2016 for projects that promote lower carbon emissions and climate resilient growth. These projects must target (a) a mitigation of climate change, including investments in low-carbon and clean technologies, such as energy efficiency and renewable energy programs and projects, (b) an adaptation to climate change, including investments in climate-resilient growth or (c) (at a maximum of 20 per cent. of the green lending) projects which are related to environmental management rather than directly related to climate change. The selection of the projects will be made with co-operation of the Issuer's Lending Department and its Green Loan Committee, which will have the final say in the approval of loans for these projects. The committee consists of two or more members from the environmental departments of the Issuer's customers and/or other environmental experts from relevant public sector entities. These projects will be financed as Green Bonds under the Programme. An amount equal to the net proceeds of the Green Bond issue will be credited to a special account that will support the Issuer's lending for the projects. Until disbursements are made to a project, the special account balance will be placed in liquidity reserves.

In 2020, the Issuer launched a new social finance product for its customers and published its Social Bonds Framework. Under the framework eligible projects provide social housing, promote welfare or improve education. Social finance projects are selected in co-operation between the Issuer's Lending Department and its Social Evaluation Team which will ultimately approve the project. The team consists of two or more members from the Issuer's customers or other public sector entities or organisations. One member of the team is from the Issuer's Lending Department. Each project is analysed independently. These projects will be financed as social bonds under the Programme. An amount equal to the net proceeds of the social bonds issued by the Issuer will be earmarked and used to finance new eligible projects and to refinance existing eligible projects in the Issuer's social finance portfolio. Until disbursement to eligible projects, the earmarked proceeds will be placed in liquidity reserves and managed in accordance with the Group's Responsibility Policy.

In 2017 the Issuer defined its first-ever corporate responsibility strategy which aims to ensure responsibility in all of the Issuer's functions and those of its corporate partners. Also in 2017 the Issuer decided to allocate some of its investments to socially responsible investment targets. As at 31 December 2019 the total amount of the Issuer's responsible investments was Euro 150 million. The target amount for socially responsible investments was determined on the basis of a percentage share of the Issuer's funding base for green bonds.

Funding

The Issuer's long-term funding takes place in the international capital markets (e.g. the euro zone, Japan, Australia and other Asian markets and Switzerland).

International funding is usually obtained through bond issues. The main form of raising international funds is the issuance of bonds under the Programme. On 31 December 2019, the Issuer had a total of Euro 26.44 billion (Euro 24.21 billion on 31 December 2018) unmatured medium-term notes issued under the

Programme, of which Euro 1.478 billion was raised in Green Bonds. The Issuer also has an Australian dollar 2 billion Medium Term Note Programme for accessing the Australian markets. Total bonds outstanding under this program totalled Euro 631.1 million as at 31 December 2019 (Euro 618.5 million on 31 December 2018).

The Issuer's short-term funding is obtained through the issuance of Euro commercial paper under a Euro 7 billion Euro-Commercial Paper Programme. Short-term funding is used for the municipal sector's short-term financial needs and for securing the liquidity required for the Issuer's normal business operations. Commercial paper is short-term, liquid, low-risk money market instruments for the investment needs of municipalities and other investors, for instance. Total commercial paper outstanding as at 31 December 2019 totalled Euro 2,735.6 million (Euro 3,067.9 million on 31 December 2018).

Liquidity

The Group front-loads its funding requirements and seeks to maintain liquidity for at least twelve months of undisturbed operation including accounting for new lending. As at 31 December 2019, the Group's liquidity buffer was approximately 13.6 months. The following assumptions are made when calculating the liquidity buffer: (a) no new long-term funding; (b) loans and other customer financing will continue in accordance with the estimated demand (budgeted amount); (c) any collateral received under the bilateral CSA agreements is not included in the calculations; (d) 30 per cent. of callable funding is assumed to be called every 10 months; (e) short-term lending will be financed with the short-term ECP funding program and short-term debt does not finance long-term lending; (f) central bank credit is not available; and (g) from the pre-funding portfolio, liquidity is calculated only on the most liquid part of the portfolio. The main sources of funding used by the Group for lending activities are this Programme, its Euro-Commercial Paper Programme and its AUD debt programme. Since 2010, Municipality Finance has held the status of central bank counterparty, and together with its securities portfolio, part of the Group's municipal loan book can be used as eligible collateral for participation to the central bank open market operations or standing facilities, which act as an additional liquidity buffer.

Risk Management

The Issuer aims to meet the financing needs of the municipal sector as diversified and cost-effectively as possible. The Issuer does not seek maximum profit from its business operations, which is why risk-taking is also minimised.

The practical aspects of risk management are the responsibility of the CEO and the Executive Management Team assisting him. The Board of Directors' Risk Committee is responsible for assisting the Board of Directors in matters pertaining to risk management.

The Issuer's task is to provide competitive funding for Finnish municipalities. In accordance with this principle, the only credit risk affecting the Issuer's loan portfolio is related to that of municipalities, municipal federations and the Republic of Finland. If any loans are granted to entities owned or controlled by municipalities, these must have municipalities as their majority owners and an absolute guarantee or a deficiency guarantee from a municipality or municipal federation or a deficiency guarantee from the Republic of Finland. The Issuer's entire loan portfolio bears zero risk in the capital adequacy calculation of banks and financial institutions. The same applies to all debt instruments of various durations issued by the Issuer itself. For hedging against interest rate and currency risks, the Issuer uses derivatives contracts.

In addition to the Board of Directors' Risk Committee, the Group has several internal, executive-level decision-making and risk monitoring bodies through which all material risk management actions are governed. These bodies have duties related to general risk positioning monitoring covering all risk areas such as credit management, balance sheet management by taking into account market and liquidity risks, valuation control management, data governance and (data and physical) security management issues. The Issuer has an independent risk management function headed by the Chief Risk Officer who reports directly to the CEO and to the Board of Directors' Risk Committee.

Principles based on credit rating and contract types, approved by the Issuer's Board of Directors, are applied to the assessment of credit risk when contractual counterparties are being chosen.

In addition to credit risk and counterparty risk, the Issuer regularly monitors trends in market, liquidity and market liquidity, operational, legal and strategic risks and factors affecting them.

The Group assesses its credit risks by utilising principles and limits based on external credit ratings which have been approved by the Board of Directors and are applied to the selection of counterparties. Nominal values of debt securities and market values of derivatives (fair value method) are used in monitoring credit risk. Further, the Issuer limits credit risk arising out of derivative agreements with ISDA Credit Support Annexes in place with all derivatives counterparties with material exposure. As at 31 December 2019, the Issuer had 57 Credit Support Annexes in force of which 49 require daily margining. Additionally, the Municipal Guarantee Board's guarantees are used for reducing the counterparty risks related to the derivative contracts with certain counterparties.

The Group manages its operational risk, or the risk of loss due to insufficient or failed internal processes, personnel, systems, or external factors. Operational risks also include risks arising from failure to comply with internal and external regulation (compliance risk), legal risks and reputational risk. Operational risks may result in expenses, payable compensation, loss of reputation, false information on position, risk and results or the interruption of operations.

Operational risks are recognised as part of the Group's operations and processes. This has been implemented with an annual mapping of operational risk at a unit and company-specific level. The management of operational risks is the responsibility of the Group's functions/departments and in addition, the risk management function supports them and coordinates the work.

The Group uses various methods for managing operational risks. The Group has internal operational guidelines that are updated regularly and monitored for compliance. Key duties and processes have been charted and described. Internal instructions and processes are revised on a regular basis. The tasks of trading, risk control, back office functions, documentation and bookkeeping are separated. The Group has adequate substitution systems to ensure the continuity of key functions. The expertise of the personnel is maintained and improved through regular development discussions and training plans. The Group maintains adequate insurance cover and assesses the level of insurance cover on a regular basis. The Group has a contingency plan for situations where business operations are interrupted. The plan is designed to help the Group continue functioning and limit its losses in different disruptive scenarios. The annual mapping of operational risks and the damage report procedure for operational risk events are used as input in the Group's continuity planning.

The Group's compliance function continuously monitors the development of legislation and regulations issued by authorities relevant to the Group's operations and ensures that any regulatory changes are appropriately responded to. The legislation and regulations of the authorities concerning the operations of credit institutions are facing significant changes, which creates challenges for the Group's compliance operations. The Group has tried to minimise the risks related to this by means of active contacts with the authorities as well as arrangements of the Issuer's internal compliance operations (including reporting evaluation of effects).

The Group started extensive information system projects in 2011 to enhance its operations. The extent of these projects causes operational risks that the Group is trying to minimise by developing models related to project management and monitoring (including regular reporting).

The realisation of operational risks is monitored with systematic damage reporting, which is used to change operating principles or implement other measures to reduce operational risks where necessary. The Executive Management Team and the Board of Directors are kept up-to-date on the damage reports. No material losses were incurred as a result of operational risks in 2019.

Financial reporting

The Issuer publishes yearly an annual report and a mid-year interim report.

MANAGEMENT AND SHAREHOLDERS OF MUNICIPALITY FINANCE PLC

Administration of the Issuer

In accordance with the Issuer's Articles of Association, the Board of Directors consists of a minimum of five and a maximum of nine ordinary members. The current eight ordinary members were elected at the annual shareholders' meeting held on 25 March 2020 for a one-year period.

<u>Board of Directors</u>	<u>Main duties outside the Issuer</u>
Chairperson	
Helena Walldén.....	M.Sc. (Eng), Board Professional
Vice Chairperson	
Tuula Saxholm.....	M.Sc (Econ.), Finance Director, City of Helsinki
Board members	
Maaria Eriksson.....	M.Sc (Econ.), CEFA, Deputy CIO, Head of External Fixed Income, Keva
Markku Koponen.....	Master of Laws, EMBA, Board Professional
Kari Laukkanen.....	M.Sc (Econ.) Independent consultant, Lauvest Ltd.
Vivi Marttila.....	M.Sc (Econ.), APA, CPFA, Municipal Manager, Municipality of Simo
Dennis Strandell.....	M.Sc (Econ.), Mayor, City of Hanko
Kimmo Viertola.....	M.Sc. (Econ), Director General, the Government Ownership Steering Department

The Board of Directors has approved the Corporate Governance rules for the Issuer, which are prepared to comply with the regulations in force for banks' governance and also largely follow the principles of corporate governance laid down by the (Finnish) Securities Market Association. The Board of Directors has also approved Responsibility Policy which includes the Code of Conduct for the Issuer.

The Board of Directors has an Audit Committee, which has three members: Markku Koponen (Chairperson), Kari Laukkanen and Vivi Marttila. The purpose of the Audit Committee is, as a preparatory body of the Board of Directors, to monitor the bookkeeping and the preparation of the final accounts, the final accounts and the internal control. The tasks and responsibilities of the committee have been defined in the rules of procedure, which the Board of Directors has approved. The Board of Directors has appointed a Senior Vice President responsible for the internal auditing function who reports directly to the Audit Committee and the Board of Directors.

The Board of Directors has a Risk Committee which has three members Kari Laukkanen (Chairperson), Maaria Eriksson, and Denis Strandell. The Risk Committee assists the Board in the matters with regard to the institution's overall risk appetite and strategy, and in overseeing that the management complies with the risk strategy decided by the Board. The Risk Committee is to estimate whether the prices for the services that tie up capital correspond with the institution's risk strategy and, in the event this is not the case, to present a remedy plan to the Board. Further, the Risk Committee shall assist the Remuneration Committee in the establishment of sound remuneration policies, and to assess whether the incentives provided by the remuneration system take into consideration the institution's risks, capital and liquidity requirements, and the likelihood and timing of the earnings.

The Board also has a Remuneration Committee, which has four members. The purpose of the Remuneration Committee is, as a preparatory body of the Board of Directors, to prepare remuneration matters and commitment schemes. The tasks and responsibilities of the committee have been defined in the rules of procedure, which the Board of Directors has approved. The members of the Remuneration Committee are Helena Walldén (Chairperson), Markku Koponen, Tuula Saxholm and Kimmo Viertola.

The aggregate compensation paid to the members of the Board of Directors, excluding travel and out of pocket expenses related to their services on the Board of Directors, for the year ended 31 December 2019 was approximately Euro 0.3 million.

The Issuer's President and CEO is Esa Kallio. The Issuer's Executive Management Team consists of the CEO, Mari Tyster (Executive Vice President, Legal and Governance, Deputy to the CEO), Aku Dunderfelt (Executive Vice President, Customer Finance), Toni Heikkilä (Executive Vice President, CRO, Risk Management), Joakim Holmström (Executive Vice President, Capital Markets), Rainer Holm (Executive Vice President, Business Information Solutions), and Harri Luhtala (Executive Vice President, CFO, Finance).

The Issuer's offices are located at P.O. Box 744 (Jaakonkatu 3A, 5th Floor), FI-00101 Helsinki, which is the contact address for each person mentioned above. The documents mentioned in this Offering Circular can also be viewed at this address.

Members of the Board of Directors, Markku Koponen, Kari Laukkanen, Vivi Marttila, Denis Strandell and Helena Walldén are independent of the Issuer and its significant shareholders. Maaria Eriksson and Kimmo Viertola are independent of the Issuer but are employed by its significant shareholders. Tuula Saxholm is non-independent of the Issuer and its significant shareholders as she is employed by a significant shareholder and customer of the Issuer. None of the members of the Executive Management Team have significant memberships in the Boards of Directors of other companies outside the Group or other material commitments, and all of their positions in the Group are full-time.

Major Shareholders

As at 31 December 2019 the Issuer had 277 shareholders and the ten largest shareholders of the Issuer were:

Shareholder	Shares	% of shares
1. Keva	11,975,550	30.7
2. Republic of Finland.....	6,250,000	16.0
3. City of Helsinki	4,066,525	10.4
4. City of Espoo	1,547,884	4.0
5. VAV Asunnot Oy (City of Vantaa).....	963,048	2.5
6. City of Tampere	919,027	2.4
7. City of Oulu.....	903,125	2.3
8. City of Turku.....	763,829	2.0
9. City of Kuopio	592,028	1.5
10. City of Lahti	537,926	1.4

SELECTED FINANCIAL INFORMATION RELATING TO THE GUARANTOR

The following tables set out, in summary form, selected financial information on MGB as at and for the years ended 31 December 2019, 31 December 2018 and 31 December 2017, and have been derived from the Audited MGB Financial Statements which have been prepared, where applicable, in accordance with the Finnish GAAP. This information should be read in conjunction with, and is qualified in its entirety by reference to, the Audited MGB Financial Statements and the section entitled "Management's Discussion and Analysis of Financial Position and Results of Operations of the Guarantor" appearing elsewhere in this Offering Circular.

INCOME STATEMENT DATA	For the year ended 31 December		
	2019	2018	2017
	<i>(Euro '000)</i>		
Ordinary operations			
Income			
Guarantee premiums	2,500.0	2,500.0	2,300.0
Expenses			
Staff expenses	(727.2)	(742.5)	(716.5)
Depreciation	(17.6)	(42.0)	(20.0)
Other expenses	(1,849.9)	(1,147.8)	(1,340.5)
Result from ordinary operations	(94.7)	567.7	223.0
Investment activities			
Income	157.4	317.0	327.2
Expenses and impairment	(36.4)	(124.0)	(43.2)
Result from investment activities prior to unrealised fair value changes	121.0	193.0	284.0
Unrealised fair value changes	1,599.4	(901.9)	100.6
Result from investment activities	1,720.5	(708.8)	384.5
Result before appropriations	1,625.7	(141.1)	607.5
Transfer to fund	(26.3)	(760.7)	(507.0)
Transfer to the fair value reserve	(1,599.4)	901.9	(100.6)
Result for the financial year	0.00	0.00	0.00

BALANCE SHEET DATA	For the year ended 31 December		
	2019	2018	2017
	<i>(Euro '000)</i>		
Assets			
Non-current assets			
Tangible assets	175.9	177.1	192.0
Other shares and similar rights of ownership	2,255.2	2,255.2	2,276.9
Investments			
Other investments			
Shares and similar rights of ownership	9,654.2	8,084.4	8,631.9
Certificates of deposits	1,077.7	987.8	1,982.2
Debt securities	7,043.2	6,969.6	6,168.8
Current assets			
Debtors			
Guarantee receivables	0.4	0.0	0.0
Guarantee receivables	40.5	-	-
Accrued income	72.3	98.4	102.0
Cash and bank accounts	1,573.5	1,698.5	1,058.9
Total assets	21,892.7	20,271.0	20,412.8
Equity and liabilities			
Equity			
Fund	19,395.7	19,369.3	18,608.6
Fair value reserve	2,342.5	743.1	1,645.0
Liabilities			
Current liabilities			
Trade creditors	41.5	64.1	57.1

BALANCE SHEET DATA	For the year ended 31 December		
	2019	2018	2017
		<i>(Euro '000)</i>	
Accruals and deferred income	113.0	94.4	102.1
Total equity and liabilities.....	21,892.7	20,271.0	20,412.8

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL POSITION AND RESULTS OF OPERATIONS OF THE GUARANTOR

The discussion below is based on the Audited MGB Financial Statements.

The following discussion of MGB's results of operations, financial position and cash flows should be read and interpreted in conjunction with the Audited MGB Financial Statements and other financial information included in other sections of this Offering Circular, specifically jointly with the data presented in "Selected Financial Information Relating to the Guarantor". This section includes forward-looking statements that reflect the current views of the Board of MGB and due to their nature involve risks and uncertainties. The actual results of MGB could differ materially from those contained in any forward-looking statements as a result of the factors discussed below and in other sections of this Offering Circular, particularly in "Risk Factors" (see also "Forward-Looking Statements"). Investors should read the whole of this Offering Circular and not base their decisions or opinions solely upon the information contained in this section.

Overview

The Municipal Guarantee Board is a public law body established by the MGB Act, and together with the Issuer, are the main participants in the joint funding system of the municipal sector in Finland. Its main purpose is to safeguard and develop the joint funding of the Finnish municipal sector and secure that such funding is raised at preferential terms, based on the joint creditworthiness of the entire municipal sector.

MGB grants guarantees to support the raising of funds by the Issuer to be used for lending to the Finnish municipal sector or to Government designated non-profit organisations that engage in the construction, renting, management or maintenance of social housing in Finland. The MGB Act, as amended, sets out the terms and conditions as well as the specific requirements for the permissible use of the funds raised with the support of the Guarantee, and essentially forms part of the internal government administration in Finland.

The membership of MGB consists of all 294 mainland Finnish municipalities, representing 100 per cent. of the population of mainland Finland as at 13 May 2020. Due to the autonomy of the Province of Åland, the municipalities of the Province of Åland are not clients of the Issuer or members of MGB. As members of MGB, municipalities are responsible for the funding expenses and commitments of MGB that cannot be otherwise covered in proportion to their population at previous year-end as referred to in the Population Data Act (661/2009, as amended) (in Finnish: *laki väestötietojärjestelmästä ja Väestörekisterikeskuksen varmennepalveluista*).

Significant Factors Affecting Operating and Financial Results

Guarantee fee and expenses

The expenses of MGB are mostly covered by income from guarantee fees. MGB currently has one financial institution to which it can grant guarantees—the Issuer. The rate for the guarantee commissions paid by the Issuer each year is set by MGB. Increases in the guarantee commissions are designed to reflect increases in the amount and risk of guarantees provided by MGB.

To secure its liquidity, MGB has an equity fund which accumulates funds from guarantee commissions charged by MGB. MGB also has a back-up facility agreement of Euro 200 million with an independent third party.

Investments

MGB invests the income it receives from ordinary operations and investment activities as well as the funds in its equity fund. MGB has an investment policy approved by its Board of Directors. Under this policy, MGB allocates 50 per cent. of its investments to plain vanilla debt instruments issued by governments and banks (credit rating requirement S&P BBB/Moody's Baa3 or higher) and 50 per cent. to capital protected debt instruments issued by banks and debt instruments issued by corporations, shares of companies listed on the Helsinki stock exchange, investment funds and housing and real estate companies.

Accounting changes

MGB values its investments at fair value on its balance sheet. However, MGB elected to change presentation of changes in the Fair value reserve, that changes in the Fair value reserve are reflected in Income Statement. The changes in the Fair value reserve within Equity in Balance Sheet, are reported in Income statement under Unrealised fair value changes. The change in presentation was implemented in 2018 and comparison year 2017 has been presented according to comparable principle, being more closely aligned with current Finnish accounting standards. At the end of the year, the fair value reserve stood at Euro 2.3 million, and the positive fair value changes in comparison to the previous year amounted to Euro 1.6 million. The fair value changes resulted mostly from an increase in the prices of stock-based investment instruments.

Results of Operations

The Year Ended 31 December 2019 Compared to the Year Ended 31 December 2018 and for the Year Ended 31 December 2018 Compared to the Year Ended 31 December 2017

The following tables set forth, as of the dates indicated, certain summary financial information about the results of the Guarantor's operations:

INCOME STATEMENT DATA	For the year ended 31 December			Change 2018 to 2019	Change 2017 to 2018
	2019	2018	2017		
	<i>(Euro '000)</i>			<i>(%)</i>	
Ordinary operations					
Income					
Guarantee premiums.....	2,500.0	2,500.0	2,300.0	0.0	8.7
Expenses					
Staff expenses.....	(727.2)	(742.5)	(716.5)	(2.1)	3.6
Depreciation.....	(17.6)	(42.0)	(20.0)	(58.1)	110
Other expenses.....	(1,849.9)	(1,147.8)	(1,340.5)	61.2	(14.4)
Result from ordinary operations	(94.7)	567.7	223.0	(116.7)	154.6
Investment activities					
Income.....	157.4	317.0	327.2	(50.3)	(3.1)
Expenses and impairment.....	(36.4)	(124.0)	(43.2)	(70.6)	187.0
Result from investment activities prior to unrealised fair value changes.....	121.0	193.0	284.0	(37.3)	(32.0)
Unrealised fair value changes.....	1,599.4	(901.9)	100.6	277.3	(996.5)
Result from investment activities	1,720.5	(708.8)	384.5	342.7	(284.3)
Result before appropriations	1,625.7	(141.1)	607.5	1252.2	(123.2)
Transfer to fund.....	(26.3)	(760.7)	(507.0)	(96.5)	50.0
Transfer to the fair value reserve.....	(1,599.4)	901.9	(100.6)	-	-
Result for the financial year.....	0.00	0.00	0.00	-	-

Guarantee premium

The guarantee premium for MGB was Euro 2.5 million for the years ended 31 December 2019 and 31 December 2018 and Euro 2.3 million for the years ended 31 December 2017.

Expenses

Expenses of MGB from ordinary operations relate primarily to staff expenses and other expenses. Staff expenses is composed primarily of salaries, pensions and other personnel related expense paid to the Board of Directors, the Managing Director, the Deputy MD and other staff. Other expenses consist primarily of general administration expenses, such as rating fees, the credit facility, information technology and insurance.

Expenses for MGB increased in 2019 to Euro 2.6 million from Euro 1.9 million for the year ended 31 December 2018 due to an increase in other expenses.

Expenses for MGB decreased slightly in 2018 to Euro 1.9 million, from Euro 2.1 million for the year ended 31 December 2017 due to a decrease in other expenses.

Result from investment activities

MGB invests the income it receives from ordinary operations and investment activities as well as the funds in its equity fund. Investments are valued at fair value through profit or loss, so the unrealised differences between their book value and fair value have been recognised in the fair value reserve in equity.

Result from investment activities prior to unrealised fair value changes for MGB decreased to Euro 0.1 million, Euro 0.2 million and Euro 0.3 million, for the years ended 31 December 2019, 2018, and 2017, respectively.

Financial Position

Equity and liabilities

As of 31 December 2019, 2018 and 2017, the main component of the equity and liabilities of MGB was MGB's fund, which operates in a way similar to restricted capital, which represented 88.6 per cent., 95.6 per cent. and 91.2 per cent. of total equity and liabilities, respectively.

As of 31 December 2019, total equity and liabilities was Euro 21.9 million, compared to Euro 20.3 million as of 31 December 2018, mainly as a result of an increase in the fair value changes to the fair value reserve which resulted primarily from an increase in the prices of stock-based investment instruments.

As of 31 December 2018, total equity and liabilities was Euro 20.3 million, compared to Euro 20.4 million as of 31 December 2017, mainly as a result of the fair value changes to the fair value reserve which resulted mostly from the declining prices of stock-based investment instruments in 2018. This was partially offset by the transfer of the previous year's result into the fund of Euro 760.7 thousand.

Contingent Liabilities

The table below sets out the guarantees MGB has granted and counter-collateral it has received as 31 December 2019, 2018 and 2017, respectively:

<u>Guarantees and collateral</u>	<u>For the year ended 31 December</u>		
	<u>2019</u>	<u>2018</u>	<u>2017</u>
		<i>(Euro '000)</i>	
Guarantee limits granted	50,550,390.7	47,026,993.9	45,103,271.2
Guarantees in use	33,040,159.3	31,305,703.9	30,644,791.9
Collateral received and items affecting collateral situation	34,379,229.4	33,862,650.8	33,413,603.7
Balance of collateral and guarantees	1,339,070.0	2,556,946.8	2,768,811.8
Receivables of Municipality Finance Plc derivatives guaranteed by the Municipal Guarantee Board from counterparties, net	800.3	5,483.7	2,563.9

In connection with providing its guarantees, MGB requires sufficient counter collateral. However, MGB can grant guarantees against covenants without receiving separate counter collateral. Circumstances as to when covenants can be used have been agreed upon in the framework agreement entered into by and between the Issuer and MGB. The Issuer has pledged sufficient amount of its loan portfolio as collateral in accordance with the MGB Act.

Guarantee Activities by MGB

Guarantee liabilities on 31 December 2019

The most recent data on MGB's guarantee activities at the time of publication of this Offering Circular is from 31 December 2019.

	As at 31 December 2019
	<i>(Euro '000)</i>
A. Guarantee Limits Guaranteed	
EMTN Programme.....	35,000,000
Domestic Debt Programme.....	800,000
Euro Commercial Paper Programme.....	7,000,000
AUD Debt Programme.....	1,250,391
Other domestic and foreign funding.....	6,500,000
Guarantee Limits Total	50,550,391
B. Current Guarantees	
EMTN Programme.....	26,436,822
Domestic Debt Programme.....	0
Euro-Commercial Paper Programme.....	2,735,624
AUD Debt Programme.....	631,052
Other domestic or foreign funding.....	3,236,661
Current Guarantees Total	33,040,159

THE MUNICIPAL GUARANTEE BOARD

The Municipal Guarantee Board is a public law body established by the MGB Act, and together with the Issuer, are the main participants in the joint funding system of the municipal sector in Finland. Its main purpose is to safeguard and develop the joint funding of the Finnish municipal sector and secure that such funding is raised at preferential terms, based on the joint creditworthiness of the entire municipal sector.

The MGB Act provides that MGB can grant guarantees to support the raising of such funds by the Issuer to be used for lending to the Finnish municipal sector or to Government designated non-profit organisations that engage in the construction, renting, management or maintenance of social housing in Finland. The MGB Act, as amended, sets out the terms and conditions as well as the specific requirements for the permissible use of the funds raised with the support of the Guarantee. The joint funding system of the Finnish municipal sector was established and is operated under the terms and conditions of the MGB Act, as amended, and essentially forms part of the internal government administration in Finland.

The expenses of the Municipal Guarantee Board are mostly covered by income from guarantee commissions. As at 31 December 2019, MGB had Euro 21.9 million in total assets. In addition, at the date of this Offering Circular, the Municipal Guarantee Board has a liquidity back-up facility from an independent third party of an amount equal to Euro 200 million to secure its liquidity. Any expenses or obligations that cannot be otherwise covered are the responsibility of member municipalities in proportion to their population at the preceding year-end, as specified in the (Finnish) Population Data Act. In addition, the Guarantor has the ability to seek funding in excess of the proportional requirement from the municipalities on a short-term basis. The Guarantor can collect guarantee premiums on the guarantees granted by the Guarantor and the contributions of member municipalities without a court decision using an execution decree in the form required in the Act on the Collection of Taxes and Charges through Execution.

The compliance of MGB and the Issuer with the MGB Act is subject to regular monitoring. The amendments of the MGB Act by Act 944/2006 in conjunction with the operation of certain Standing Orders issued by the Council of MGB, strengthen further the basis upon which the Commission Decision of June 2004 concerning the Finnish Municipal Guarantee (the Finnish joint funding system) concluded that the EU State aid rules will not apply to the Guarantee. Subsequently, the MGB Act was amended on 2 November 2017 which amendment adjusted the term of MGB's council to be consistent with municipal elections. The 2017 MGB Act amendment also provides that the MGB can grant guarantees against covenants without receiving separate counter collateral.

The membership of MGB consists of all 294 Finnish mainland municipalities, representing 100 per cent. of the population of mainland Finland as at 13 May 2020. Due to the autonomy of the Province of Åland, the municipalities of the Province of Åland are not clients of the Issuer or members of MGB. As members of MGB, municipalities are responsible for the funding expenses and commitments of MGB that cannot be otherwise covered in proportion to their population at previous year-end as referred to in the Population Data Act.

MGB has the corporate authority to inject capital into Municipality Finance Plc if required. MGB's primary access to funds are its Euro 200 million liquidity facility and its equity fund.

The guarantee of the Notes is an absolute irrevocable guarantee granted by MGB, which covers capital, interest and penalty interest.

MANAGEMENT OF THE MUNICIPAL GUARANTEE BOARD

Administration of MGB

The managing bodies of MGB consist of the Council and the Board of Directors. The Members and Deputy Members of the Council were appointed by the Ministry of Finance on 28 November 2017. The four calendar year term will end on 31 December 2021. The Members of the Board of Directors were appointed by the Council on 16 March 2018. The term of office of the Board Members is four years and shall continue until the next Board of Directors is elected.

The day-to-day management of MGB is handled by the Managing Director in accordance with instructions and orders from the Board of Directors. Heikki Niemeläinen is the Managing Director and Tuukka Salminen is the Deputy Managing Director.

The necessary provisions on the composition and terms of office, duties and other activities are laid down in the Standing Orders of MGB. The Standing Orders were adopted by the Council on 23 November 2018. The operations of MGB are supervised by the Guarantee Board Auditor appointed by the Ministry of Finance at the proposal of the Board of Directors. The Guarantee Board Auditor for the years 2018 to 2021 (appointed by the Ministry of Finance on 21 November 2017) is DHS Oy Audit Partners, Authorised Public Accountants. The responsibilities of the Guarantee Board Auditor are set out in the MGB Act.

<u>Council</u>	<u>Main duties outside the MGB</u>
Chairperson	
Terhi Peltokorpi	Specialist in educational and social policy, Parliamentary group of Central Party
Deputy Chairperson	
Reijo Vuorento	Assistant Director (retired), The Association of Finnish Local and Regional Authorities
Kimmo Behm	Mayor (retired), Municipality of Nurmijärvi
Other members	
Tuomo Luoma	Managing Director, Helsingin kaupungin kehittämissäätiö Oy
Satu Hatanpää	Entrepreneur, Noormarkun Tiliassa Oy
Maarita Mannelin	Development Manager, North Karelia Chamber of Commerce
Jesse Jääskeläinen	Student
Pia Hänninen	Organisational, Valkeakosken työväenyhdistys ry
Lasse Hautala	Agrologist, farmer
Asta Tolonen	Financial Director, City of Kajaani
Sallamaari Muhonen	Consultant, Partner, Netprofile Finland Oy
Leena Kuha	Department Secretary (retired)
Lauri Heikkilä	Senior Researcher, University of Turku
Matti Semi	Member of Parliament of Finland
Fredrik Guseff	Secretary General, Swedish Peoples Party
Board of Directors	
Main duties outside the MGB	
Chairperson	
Tapani Hellstén	Deputy CEO, Keva
Deputy Chairperson	
Marita Toikka	Mayor, City of Kouvola
Other Board members	
Kai Järvikare	Administration Director, Finns Party
Janne Pesonen	Executive Manager, National Coalition Party, Southern Finland
Mervi Simoska	Mayor, City of Juva
Jaakko Stenhäll	Deputy Mayor, City of Tampere
Päivi Yli-Kauhaluoma-Nurmi	Controller, City of Pori

MGB's office is located at Yrjönkatu 11 A 1, FI-00120, Helsinki, Finland, which is also the contact address for each person mentioned above (including the Managing Director and the Deputy Managing Director). MGB's telephone number is (+358) (0) 9 6227 2880. The persons listed above (including the Managing Director and the Deputy Managing Director) are not subject to any existing or potential conflicts of interest between their duties related to MGB and their private interests or other duties.

Independent Auditor

The financial statements of MGB as of and for the years ended 31 December 2019 and 2018 and for the years in the two-year period ended 31 December 2019, incorporated by reference in this Offering Circular have been audited by audit firm KPMG Oy Ab, as stated in their audit reports also incorporated by reference in this Offering Circular. KPMG Oy Ab is supervised by the Finnish Patent and Registration Office. The Council of MGB has elected KPMG Oy Ab as its independent auditor also for the years 2020 and 2021. The office of KPMG Oy Ab and the responsible auditor is at Töölönlahdenkatu 3 A, FIN-00100 Helsinki, Finland.

THE MUNICIPAL SECTOR

Introduction

In 1917, the Republic of Finland gained its independence from the Russian Empire and the current Constitution was established. The Constitution enshrined a system of local government based on municipalities which are independent of the central government and which enjoy a strong, self-governing status.

The local government administration in Finland is administered by a national network of self-governing municipalities, which has evolved over the centuries. The foundation of the present local government was established in the second half of the 19th century when legislation governing the municipal sector was enacted.

Under the Finnish Local Government Act (410/2015, as amended) (in Finnish: *Kuntalaki*), municipalities are defined by geographic area and cover the entire state such that all land and people in Finland are represented in one of the municipalities. Authority in each municipality rests with a Municipal Council whose members are directly elected by secret and proportional ballot.

The municipal sector in Finland and other Nordic countries plays a more important role in the public sector than elsewhere in Europe. Its most important tasks are social and health care services as well as education. In 2019 Finnish municipalities and federations of municipalities employed approximately 420,000 persons, representing about 21 per cent. of the work force.

According to the Association of Finnish Local and Regional Authorities in 2020 total expenditure by municipalities and joint municipal authorities is expected to amount to Euro 46.6 billion, approximately 20 per cent. of Finland's estimated gross domestic product. Measured in terms of personnel, local government is a substantially larger entity than central government.

The total interest-bearing debt portfolio of the Finnish municipalities and joint authorities was Euro 21.8 billion at the end of the year 2019.

The portfolio has quadrupled since 2000, but the increase has slowed down in recent years. If the total interest-bearing portfolio of the municipal companies is added to the total-interest bearing debt portfolio of the municipal sector, the total debt of the whole municipal sector at the end of 2018 is approximately Euro 36.1 billion.

"Municipal sector" refers to municipalities, joint authorities and the municipally owned joint stock companies and other entities under the control of a municipality. "Local authorities" refers only to municipalities and joint authorities.

The local authorities' financing requirement for 2020 is estimated by the Association of Finnish Local and Regional Authorities to be approximately Euro 2-3 billion.

In the course of its term from 2015 to March 2019, the Finnish government planned to implement substantial reforms related to the Finnish social and healthcare system. The reforms included plans to establish independent autonomous regions, separate from municipalities, to oversee tasks related to social and healthcare services. Currently, municipalities are responsible for providing these services. Preparations for the implementation of the reform were discontinued and the Finnish government resigned on 8 March 2019. The government elected in June 2019 announced that it would continue to prepare the reforms. Given the current state of the proposed reforms, the Group is not in a position to assess the contents of the potential reform or to evaluate the reform's potential impact on its operations. While the outcome of the potential reform might have an effect on the Group's volumes and financial results in the future, the Group does not expect its results of operations or financial condition in 2020 to be materially impacted by the reform. The Group is actively following the development of the potential reform.

Sipilä's Government executed a consolidation programme to strengthen public finances. In addition to measures to reduce public spending, re-allocations were made which in net terms were estimated to strengthen general government finances by around Euro 4 billion at 2019 prices.

In June 2016 the labour market organisations signed a Competitiveness Pact, which, among other things, extended annual working time by 24 hours, reduced public sector holiday bonuses by 30 per cent. in 2017-

2019, reduced employers' social insurance contributions and transferred them partly to wage earners. The Competitiveness Pact included elements that will both strengthen and weaken local sector finances. In the short term it will weaken the local sector finances but the long-term effect of the agreement on public sector finances may be neutral.

The aim of the Government's housing policy is to ensure a socially and regionally balanced and stable housing market, to eliminate homelessness and to improve the quality of housing.

In order for housing to be available at reasonable cost, the Government needs to ensure sufficient social housing production. In 2019, approximately 7,800 units were built and approximately 2,887 units were renovated with state interest subsidies. The Government has decided on measures to increase the production with a special focus on growth centres with high demand for housing. Loans and interest subsidies will be channelled to the Helsinki metropolitan area, major growth centres and other regions with high demand for housing.

The Role of Municipalities

The Local Government Act and other legislation give the municipalities broad powers and responsibilities. The municipalities have long held primary responsibility for the provision of education and healthcare. In recent years, central government has increased the responsibilities of the municipalities, and the state grants and subsidies cover some 20 per cent. of the local government total expenditure. For further information on how the global COVID-19 pandemic may impact municipalities see "*Risk Factors– The Group may be exposed to risks arising from the current global COVID-19 pandemic*" and "*Management's Discussion and Analysis of Financial Position and Results of Operations of the Group—Significant Factors Affecting Operating and Financial Results—Government Funding*".

The municipal sector is also an important provider of public transport, telecommunications, power, water and sewerage. Many of these functions are carried out through corporations and companies owned or controlled by municipalities and through municipal federations such as hospitals and educational institutions.

In addition to the provision of utilities and services, municipalities have important regulatory functions. They have a monopoly over building permissions, which give municipalities effective control over town and land-use planning. They are also direct owners of a large number of public buildings and public service institutions.

Apart from administrative buildings, municipalities own premises devoted to art and culture, sports facilities, schools, hospitals, medical centres, homes for the aged and day-care centres.

Municipalities own industrial and commercial premises, which are leased to the private sector and municipality-owned property companies own most social rental housing units.

Municipal Expenditure and Revenues

Individual municipalities have considerable freedom over their expenditure. In 2019, the estimated spending by the municipality sector on education and culture was Euro 14 billion and Euro 23 billion on health care and social welfare.

The Local Government Act obliges the municipalities to ensure sufficient revenues to cover their expenditure and, to this end, municipalities have a constitutional right to levy taxes on the income of the residents and the real estate owners within their areas. The municipalities decide on the tax rates on an annual basis. In addition, they receive an annual share of the revenues from corporate taxes collected by the state. An average Finnish municipality funds approximately half of its activities by its own tax revenues. The proportion varies, however, between 75 and 20 per cent. In 2019, the municipalities raised approximately Euro 23 billion from taxation.

Municipal income tax is levied at flat rates on the earned income of individuals. For 2020, the average tax rate is approximately 19.97 per cent., ranging from 16.50 to 23.50 per cent. of taxable income.

Each municipality decides independently on its income tax rate; no upper limit is set. Municipal tax on real property is levied on real estate situated in Finland. The revenue is received by the municipality in which the property is situated. The average real estate rate based on the assessable value of the property is

approximately 1.08 per cent. Municipalities receive presently a 32.13 per cent. share of corporation tax. A municipality's share is assessed by the taxable income of companies within the municipality's area. Municipalities also derive income from fees and charges. In 2019, the municipal sector's income from all different types of operations was approximately Euro 2.3 billion. Fees are earned, for example from health and social services and local government businesses such as water supplies, public transport and sewerage.

According to the new Local Government Act, a municipal deficit has to be covered within a timeframe of four years after the financial statement has been authorised (starting from 2015). A municipality has to decide on detailed measures to cover the deficit. According to the new act also a municipal federation is required to cover a deficit. According to Finnish law a municipality (or a municipal federation) cannot be declared bankrupt.

In accordance with the Local Government Act, municipal companies that are active competitively in the markets had to be incorporated until the end of 2014. This applied mainly to energy and harbour companies. Since 1 January 2015 the income of these companies is no longer included in the accounts of municipalities or municipal federations. These said incorporations have had no effect on the accounts of municipal groups.

Municipalities also receive grants from the central Government. Grants are typically given for the provision of social welfare, educational and healthcare services. In 2019, the municipal sector estimates to have received Euro 8.64 billion in grants from the central Government.

According to Association of Finnish Local and Regional Authorities, in 2020, taxes are expected to comprise 50 per cent. of the total revenues of municipalities and joint authorities, grants will comprise 22 per cent. and sales of goods and services will comprise 21 per cent. Other sources of income include rental income, interest income and income from municipally owned corporations.

TAXATION

The following is a general description of certain tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in Finland or elsewhere. Prospective purchasers of Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of those countries, in particular if they may be classified as financial institutions under the FATCA rules. This summary is based upon the law as in effect on the date of this Offering Circular and is subject to any change in law that may take effect after such date.

Republic of Finland

The following summary outlines Finnish tax consequences to holders of Notes who are not residents of Finland for tax purposes and who are not engaged in business in Finland for Finnish tax purposes through a permanent place of business in Finland or otherwise and Notes are not connected to taxable presence in Finland. Purchasers are urged to consult their professional advisers as to the tax consequences of holding or transferring Notes.

Under Finnish tax legislation, acquiring, holding and disposing of Notes will be exempt from all taxes, duties, fees and imposts of whatever nature, imposed or levied by or within the Republic of Finland or by any province, municipality or other political sub-division or taxing authority thereof and therein.

The issuance of Notes is not subject to tax in Finland. Finland will not levy withholding tax on the payments of interest, principal and/or other amounts under the Notes. This applies notwithstanding the clauses in tax treaties between Finland and other countries to the extent Finland is granted a right to tax payments relating to instruments such as the Notes.

The above holders of the Notes are not liable to pay Finnish capital gains tax on Notes and transfer of Notes is not subject to Finnish transfer tax.

Transfer of Notes by a non-resident by way of a gift or by reason of the death of the owner as a result of statutory inheritance or by a will is not subject to Finnish gift or inheritance tax on condition that the beneficiary of the gift, inheritance or a will is not a Finnish resident.

FATCA

The United States has enacted rules (commonly referred to as "FATCA") that generally impose a reporting and withholding regime with respect to certain U.S. source payments (including dividends and interest) and certain payments made by entities that are classified as financial institutions under FATCA. The United States has entered into an intergovernmental agreement regarding the implementation of FATCA with Finland (the "IGA"). Under the IGA, as currently drafted, the Issuer does not expect payments made on or with respect to the Notes to be subject to withholding under FATCA. However, significant aspects of when and how FATCA will apply remain unclear, and no assurance can be given that withholding under FATCA will not become relevant with respect to payments made on or with respect to the Notes in the future. If withholding is required pursuant to FATCA with respect to payments on instruments such as the Notes, such withholding would apply as of the date that is two years after the date of publication of final regulations defining "foreign passthru payments" in the U.S. Federal Register. Prospective investors should consult their own tax advisers regarding the potential impact of FATCA.

United States Federal Income Taxation

The following is a description of certain material U.S. federal income tax consequences of the acquisition, ownership, retirement or other taxable disposition of Notes by a U.S. Holder (as defined below). The discussion addresses only U.S. Holders who purchase Notes in the original offering at the original offering price, hold the Notes as capital assets for U.S. federal income tax purposes and, except as set forth below, does not address aspects of U.S. federal income taxation that may be applicable to holders that are subject to special tax rules, such as:

- financial institutions;
- insurance companies;

- real estate investment trusts;
- regulated investment companies;
- grantor trusts;
- tax-exempt organisations;
- persons that will own Notes through partnerships or other pass-through entities;
- dealers or traders in securities or currencies;
- certain former citizens or long-term residents of the United States;
- holders that will hold a Note as part of a position in a straddle or as part of a hedging, conversion or integrated transaction for U.S. federal income tax purposes; or
- holders that have a functional currency other than the U.S. dollar.

Moreover, this description does not address the U.S. federal estate and gift tax, the Medicare tax on net investment income, or the alternative minimum tax consequences of the acquisition, ownership, retirement or other taxable disposition of Notes, the possible effects of Section 451(b) of the Code (as defined below), and does not address the U.S. federal income tax treatment of holders that do not acquire Notes as part of this offering. Each prospective purchaser should consult its tax adviser with respect to the U.S. federal, state, local and foreign tax consequences of acquiring, holding and disposing of Notes.

This description is based on the Internal Revenue Code of 1986 as amended (the "**Code**"), existing and proposed U.S. Treasury Regulations, administrative pronouncements and judicial decisions, each as available and in effect on the date hereof. All of the foregoing is subject to change, possibly with retroactive effect, or differing interpretations which could affect the tax consequences described herein. No rulings have been sought from the Internal Revenue Service (the "**IRS**") with respect to the statements made and the conclusions reached in the discussion, and there can be no assurance that the IRS or a court will agree with these statements and conclusions.

For purposes of this description, a U.S. Holder is a beneficial owner of Notes who, for U.S. federal income tax purposes, is:

- an individual who is a citizen or resident of the United States;
- a corporation (or any other entity that is treated as a corporation for U.S. federal income tax purposes) organised in or under the laws of the United States, any State thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or a trust (a) the administration over which a U.S. court can exercise primary supervision and (b) all of the substantial decisions of which one or more U.S. persons have the authority to control.

If an entity treated as a partnership for U.S. federal income tax purposes holds Notes, the tax treatment of the entity and a partner in such entity generally will depend on the status of the partner and the activities of the entity. Such partner or entity should consult its own tax adviser as to the U.S. federal income tax consequences of holding Notes.

The U.S. federal income tax consequences to a U.S. Holder will depend on the specific terms and conditions applicable to the relevant Tranche of Notes and its Final Terms. If necessary, additional U.S. federal income tax consequences relevant to a particular Tranche of Notes may be set forth in the applicable Final Terms or Drawdown Offering Circular. The following is a general description of certain U.S. federal income tax consequences that may be relevant to the Notes and each U.S. Holder should consult its own tax advisor with respect to the relevant Final Terms or Drawdown Offering Circular for a specific Tranche of Notes.

Payments of Stated Interest

Payments on the Notes, including any additional amounts with respect thereto as described under "*Terms and Conditions of the Notes — Taxation*", generally will be taxable to a U.S. Holder as ordinary income at the time that such payments are received or accrued, in accordance with the U.S. Holder's method of tax accounting for United States federal income tax purposes.

In addition to interest on Notes, a U.S. Holder will be required to include in income the amount of any foreign tax withheld from the interest payments received by such holder. Thus, a U.S. Holder could be required to report income in an amount greater than the cash the holder actually receives in respect of payments on Notes. A U.S. Holder may be entitled to deduct or credit this tax, subject to certain limitations (including that by electing to deduct or credit a particular foreign tax, such election will apply to all of such holder's applicable foreign taxes for a particular tax year).

Interest income (as discussed below) will constitute foreign source "passive category" income, or, in the case of certain U.S. Holders, "general category" income for foreign tax credit purposes. The rules relating to foreign tax credits and the timing thereof are complex and a U.S. Holder should consult its own tax adviser regarding the availability of a foreign tax credit and the application of the foreign tax credit limitations to their particular situation.

Sale, Exchange, Retirement or Other Taxable Disposition

Upon the sale, exchange, retirement or other taxable disposition of Notes, U.S. Holders will recognise taxable gain or loss equal to the difference, if any, between the amount realised on the sale, exchange, retirement or other taxable disposition, other than amounts attributable to accrued but unpaid interest which will be taxable as interest to the extent not previously included in income, and the U.S. Holder's adjusted tax basis in the Notes. A U.S. Holder's adjusted basis in a Note generally will be the amount paid for the Note reduced by any payments other than payments of interest.

Any gain or loss realised on the sale, exchange, retirement or other taxable disposition of Notes generally will be treated as U.S. source gain or loss, as the case may be. Consequently, U.S. Holders may not be able to claim a credit for any non-U.S. tax imposed upon a taxable disposition of Notes unless such credit can be applied (subject to applicable limitations) against tax due on other income treated as derived from non-U.S. sources. The deductibility of capital losses is subject to limitations.

U.S. Backup Withholding Tax and Information Reporting

Backup withholding tax and information reporting requirements apply to certain payments of principal of, and interest on, an obligation and to proceeds of the sale or redemption of an obligation, to certain U.S. Holders or their U.S. paying agents or other intermediaries. Information reporting generally will apply to payments of principal of, and interest on, Notes, and to proceeds from the sale or redemption of Notes within the United States, or by a U.S. payor or U.S. middleman, to a U.S. Holder (other than an exempt recipient, including a corporation, and certain other persons). The payor will be required to backup withhold on payments made within the United States, or by a U.S. payor or U.S. middleman, on a Note to a U.S. Holder (other than an exempt recipient) if the holder fails to furnish its correct taxpayer identification number or otherwise fails to comply with, or establish an exemption from, the backup withholding requirements.

Backup withholding is not an additional tax. U.S. Holders generally will be entitled to credit any amounts withheld under the backup withholding rules against their U.S. federal income tax liability provided the required information is furnished to the U.S. Internal Revenue Service in a timely manner.

Foreign Asset Reporting

Certain U.S. Holders who are individuals, and in certain circumstances, entities, are required to report information relating to an interest in Notes, subject to certain exceptions (including an exception for Notes held in accounts maintained by U.S. financial institutions). U.S. Holders are urged to consult their tax advisers regarding their information reporting obligations, if any, with respect to their ownership and disposition of Notes.

The above description is not intended to constitute a complete analysis of all tax consequences relating to the ownership of Notes. Prospective purchasers of Notes should consult their own tax advisers concerning the tax consequences of their particular situations.

The Proposed Financial Transactions Tax ("FTT")

On 14 February 2013, the European Commission published a proposal (the "**Commission's proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**"). However, Estonia has since stated that it will not participate.

The Commission's proposal has very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under the Commission's proposal, FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. Financial institution may be, or be deemed to be "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

SUBSCRIPTION AND SALE

Notes may be sold from time to time by the Issuer to any one or more of Barclays Bank Ireland PLC, Barclays Bank PLC, BNP Paribas, BofA Securities Europe SA, Citigroup Global Markets Limited, Citigroup Global Markets Europe AG, Citigroup Global Markets Inc., Crédit Agricole CIB, Danske Bank A/S, Deutsche Bank Aktiengesellschaft, Goldman Sachs International, HSBC Bank plc, J.P. Morgan Securities plc, Merrill Lynch International, Mizuho International plc, Mizuho Securities Europe GmbH, Nomura International plc, Nordea Bank Abp, RBC Europe Limited, SMBC Nikko Capital Markets Europe GmbH, SMBC Nikko Capital Markets Limited, and Tokai Tokyo Securities Europe Limited (the "**Dealers**"). The arrangements under which Notes may from time to time be agreed to be sold by the Issuer to, and subscribed by, the Dealers are set out in an amended and restated dealer agreement dated 13 May 2020 (the "**Dealer Agreement**" which expression shall include any further amendments or supplements thereto), and made between the Issuer, the Guarantor, and the Dealers. Any such agreement will *inter alia* make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be subscribed by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase. The Dealers are entitled in certain circumstances to be released and discharged from their obligations under the Subscription Agreement prior to the closing of the issue of the Notes. The Dealer Agreement makes provision for the resignation or renewal of existing Dealers and the appointment of additional or other Dealers. The Issuer may sell Notes from time to time to persons or institutions who are not Dealers.

The United States of America

The Notes have not been and will not be registered under the United States Securities Act of 1933 (the "**Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold or (in the case of Bearer Notes) delivered within the United States or to or for the account or benefit of U.S. persons as defined in Regulation S except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in the preceding sentence have the meanings given to them by Regulation S under the Securities Act.

Bearer Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to U.S. persons, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code of 1986 and regulations thereunder.

Bearer Notes will be issued in accordance with the provisions of United States Treasury Regulation § 1.163-5(c)(2)(i)(D) (the "**D Rules**") unless the relevant Final Terms specifies that Bearer Notes will be issued in accordance with the provisions of the United States Treasury § 1.163-5(c)(2)(i)(C) (the "**C Rules**").

Each Dealer has agreed or will agree that, and each further Dealer appointed under the Programme will be required to represent and agree that, except as permitted by the Dealer Agreement, it has not offered and sold, and will not offer, sell or deliver Notes, (i) as part of their distribution at any time or (ii) otherwise until forty days after the later of the date of issue of the relevant Notes and of the distribution of the Notes comprising the relevant Tranche, as certified to the Fiscal Agent or the Issuer by such Dealer (or in the case of a sale of a Tranche of Notes to or through more than one Dealer by each of such Dealers as to Notes of such Tranche purchased by or through it, in which case the Fiscal Agent or the Issuer shall notify each such Dealer when all such Dealers have so certified), within the United States or to, or for the account or benefit of, U.S. persons, other than pursuant to Rule 144A, and such dealer will have sent to each dealer to which it sells Notes during the distribution compliance period relating thereto, a confirmation or other notice setting forth the restrictions on offers and sales of such Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until forty days after the commencement of the offering of Notes comprising any Tranche, any offer or sale of Notes within the United States by a Dealer (whether or not participating in the offering of such Notes) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an applicable exemption from registration under the Securities Act.

Each purchaser of a Note, by its acceptance thereof, will be deemed to have acknowledged, represented to and agreed with the Issuer and the Joint Lead Managers as follows:

It understands and acknowledges that the Notes have not been registered under the Securities Act or any other applicable securities law, and that the Notes are being offered for sale in transactions not requiring registration under the Securities Act or any other securities laws, including sales pursuant to Rule 144A and Regulation S and, unless so registered, may not be offered, sold or otherwise transferred except in compliance with the registration requirements of the Securities Act or any other applicable securities laws, pursuant to an exemption therefrom or pursuant to a transaction not subject thereto.

It is either (i) (A) a QIB who is also a QP; (B) it is not a broker-dealer who own and invest on a discretionary basis less than US\$25 million in securities of unaffiliated issuers; (C) it is not a participant-directed employee plan, such as a 401(k) plan; (D) it is acting for its own account, or the account of one or more QIBs each of which is a QP; (E) it is not formed for the purpose of investing in the Notes or the Issuer; (F) it will, and each account for which it is purchasing will hold and transfer at least US\$ 200,000 in principal amount of Notes at any time; (G) it understands that the Issuer may receive a list of participants holding positions in its securities from one or more book-entry depositories; and (H) it will provide notice of the transfer restrictions set forth in the Offering Circular to any subsequent transferees, or (ii) it is purchasing the Notes in an offshore transaction (as defined in Regulation S) in accordance with Regulation S.

It is purchasing the Notes for its own account or for the account of investors meeting the requirements of paragraph (b) above for which it is acting as a fiduciary or agent and with respect to which it has the authority to make these acknowledgements, representations and agreements, in each case not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act.

If it is a QIB that is also a QP purchasing the Notes pursuant to Rule 144A, it will not offer, sell, pledge or otherwise transfer the Notes except (i) (A) to the Issuer, (B) to a person whom the purchaser reasonably believes is a QIB that is also a QP in a transaction meeting the requirements of Rule 144A, (C) in an offshore transaction complying with Rule 903 or Rule 904 of Regulation S or (D) in a transaction that is otherwise exempt from the registration requirements of the Securities Act but only upon delivery to the Issuer of an opinion of counsel in form and scope satisfactory to the Issuer and (ii) in accordance with all applicable securities laws of the States of the United States.

It acknowledges that certificates in respect of Notes purchased pursuant to Rule 144A, unless otherwise agreed by the Issuer, will bear a legend to the following effect:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) TO MUNICIPALITY FINANCE PLC; (2) IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT ("RULE 144A") TO A PERSON THAT THE HOLDER OR ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A (A "QIB") THAT IS ALSO A QUALIFIED PURCHASER AS DEFINED IN THE INVESTMENT COMPANY ACT OF 1940 (A "QP") THAT (A) IS NOT A BROKER-DEALER WHICH OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN US\$25 MILLION IN SECURITIES OF UNAFFILIATED ISSUERS, (B) IS NOT A PARTICIPANT DIRECTED EMPLOYEE PLAN, SUCH AS A 401(K) PLAN, (C) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER OF THIS NOTE, (D) IS ACQUIRING THIS NOTE FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QIB THAT IS ALSO A QP, IN A PRINCIPAL AMOUNT THAT IS NOT LESS THAN US\$200,000, (E) UNDERSTANDS THAT THE ISSUER MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN ITS SECURITIES FROM ONE OR MORE BOOK-ENTRY DEPOSITORIES AND (F) WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREE; (3) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT ("REGULATION S"), OR (4) IN A TRANSACTION THAT IS OTHERWISE EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT BUT ONLY UPON DELIVERY TO MUNICIPALITY FINANCE PLC OF AN OPINION OF COUNSEL IN FORM AND SCOPE SATISFACTORY TO MUNICIPALITY FINANCE PLC; IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE OR EFFECT, WILL BE VOID *AB INITIO*, AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE

TRANSFEEE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER OF THIS NOTE, THE TRUSTEE OR ANY INTERMEDIARY. THE ISSUER HAS THE RIGHT UNDER THE TRUST DEED TO COMPEL ANY BENEFICIAL OWNER THAT IS A US PERSON AND IS NOT A QIB THAT IS ALSO A QP TO SELL ITS INTEREST IN THIS NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH BENEFICIAL OWNER.

THE ISSUER HAS THE RIGHT TO REFUSE TO HONOR A TRANSFER OF AN INTEREST IN THIS NOTE TO A US PERSON WHO IS NOT A QIB AND ALSO A QP. THE ISSUER HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940, BUT RATHER INTENDS TO RELY ON AN EXEMPTION FROM REGISTRATION THEREUNDER WHICH LIMITS THE TYPE OF INVESTORS THAT MAY BE PERMITTED TO PURCHASE AN INTEREST IN THIS NOTE TO THOSE WHO ARE "QUALIFIED PURCHASERS" AS DEFINED IN SECTION 2(A)(51) OF THE INVESTMENT COMPANY ACT.

It acknowledges that certificates in respect of Notes purchased pursuant to Regulation S, unless otherwise agreed by the Issuer, will bear a legend to the following effect:

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED OR SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT.

Each purchaser further acknowledges that the Joint Lead Managers and their affiliates and otherwise will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements. If it is acquiring any Restricted Global Certificates for the account of one or more QIBs that are also QPs, the purchaser thereof represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

Selling Restrictions Addressing Additional United Kingdom Securities Laws

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) **No deposit taking:** in relation to any Notes having a maturity of less than one year:
 - (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and
 - (ii) it has not offered or sold and will not offer or sell any Notes other than to persons:
 - (A) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or
 - (B) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,

where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;

- (b) **Financial promotion:** it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and
- (c) **General compliance:** it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Hong Kong

Each Dealer has represented and agreed that, and each further Dealer appointed under the Programme will be required to represent and agree that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**") other than (a) to "professional investors" as defined in the SFO and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap.32) of Hong Kong (the "**Companies Ordinance**") or which do not constitute an offer to the public within the meaning of the Companies Ordinance; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

The Kingdom of Norway

Notes denominated in NOK may not be offered or sold within Norway or to or for the account or benefit of persons domiciled in Norway unless, the regulation relating to the offer of VPS Notes (as defined below) and the registration in the VPS (as defined below) of VPS Notes has been complied with.

"**VPS Notes**" means Notes cleared through the Norwegian Central Securities Depository, the Verdipapirsentralen (the "**VPS**") with legal title thereto being evidence by book entries in the VPS.

Canada

The Notes have not been and will not be qualified by a prospectus filed under Canadian securities legislation. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Offering Circular (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts ("NI 33-105"), the Dealers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Japan

*The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**FIEA**") and, accordingly, each Dealer has represented and agreed that has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan or to others for re-offering or resale, directly or indirectly, in Japan or to any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and other relevant laws and*

regulations of Japan. As used in this paragraph, "resident of Japan" means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

General

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has complied and will comply with all applicable laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Notes or possesses, distributes or publishes this Offering Circular or any Final Terms or any related offering material, in all cases at its own expense. Other persons into whose hands this Offering Circular or any Final Terms comes are required by the Issuer, the Guarantor and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or possess, distribute or publish this Offering Circular or any Final Terms or any related offering material, in all cases at their own expense.

The Dealer Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be

applicable but without prejudice to the obligations of the Dealers described in the paragraph headed "*General*" above.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification may be set out in the relevant Final Terms (in the case of a supplement or modification relevant only to a particular Tranche of Notes) or in a supplement to this Offering Circular.

NOTICE TO PURCHASERS AND HOLDERS OF RESTRICTED NOTES AND TRANSFER RESTRICTIONS

As a result of the following restrictions, purchasers of Notes in the United States are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of such Notes.

Rule 144A Notes

Each purchaser of a beneficial ownership interest in Rule 144A Notes, by accepting delivery of this Offering Circular and the Rule 144A Notes, will be deemed to have represented, agreed and acknowledged that:

1. it is (a) QIB that is also a QP, (b) not a broker-dealer which owns and invests on a discretionary basis less than US\$25 million in securities of unaffiliated issuers, (c) not a participant-directed employee plan, such as a 401(k) plan, (d) acting for its own account, or for the account of a QIB that is also a QP, (e) not formed for the purpose of investing in the Notes or the Issuer and (f) aware, and each beneficial owner of such Notes has been advised, that the sale of such Notes to it is being made in reliance on Rule 144A;
2. it will (a) along with each account for which it is purchasing, hold and transfer beneficial interests in the Rule 144A Notes in a principal amount that is not less than US\$200,000 and (b) provide notice of these transfer restrictions to any subsequent transferees; in addition, it understands that the Issuer may receive a list of participants holding positions in the Issuer's securities from one or more book entry depositories;
3. it understands that the Rule 144A Notes have not been and will not be registered under the Securities Act and may not be offered, sold, pledged or otherwise transferred except (a) in accordance with Rule 144A to a person that it or any person acting on its behalf reasonably believes is a QIB that is also a QP purchasing for its own account or for the account of a QIB that is also a QP, or (b) in an offshore transaction in accordance with Rule 903 or 904 of Regulation S under the Securities Act, in each case in accordance with any applicable securities laws of any state or another jurisdiction of the United States;
4. it understands that the Issuer has the power to compel any beneficial owner of Rule 144A Notes that is a US person and is not a QIB that is also a QP to sell its interest in the Rule 144A Notes, or may sell such interest on behalf of such owner. The Issuer has the right to refuse to honor the transfer of an interest in the Rule 144A Notes to a US person who is not a QIB that is also a QP;
5. it understands that the Rule 144A Notes will bear a legend to the following effect:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) TO MUNICIPALITY FINANCE PLC; (2) IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT ("**RULE 144A**") TO A PERSON THAT THE HOLDER OR ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A (A "**QIB**") THAT IS ALSO A QUALIFIED PURCHASER AS DEFINED IN THE INVESTMENT COMPANY ACT OF 1940 (A "**QP**") THAT (A) IS NOT A BROKER-DEALER WHICH OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN US\$25 MILLION IN SECURITIES OF UNAFFILIATED ISSUERS, (B) IS NOT A PARTICIPANT DIRECTED EMPLOYEE PLAN, SUCH AS A 401(K) PLAN, (C) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER OF THIS NOTE, (D) IS ACQUIRING THIS NOTE FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QIB THAT IS ALSO A QP, IN A PRINCIPAL AMOUNT THAT IS NOT LESS THAN US\$200,000, (E) UNDERSTANDS THAT THE ISSUER MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN ITS SECURITIES FROM ONE OR MORE BOOK-ENTRY DEPOSITORIES AND (F) WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREE; (3) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**"), OR (4) IN A

TRANSACTION THAT IS OTHERWISE EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT BUT ONLY UPON DELIVERY TO MUNICIPALITY FINANCE PLC OF AN OPINION OF COUNSEL IN FORM AND SCOPE SATISFACTORY TO MUNICIPALITY FINANCE PLC; IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE OR EFFECT, WILL BE VOID *AB INITIO*, AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER OF THIS NOTE, THE TRUSTEE OR ANY INTERMEDIARY. THE ISSUER HAS THE RIGHT UNDER THE TRUST DEED TO COMPEL ANY BENEFICIAL OWNER THAT IS A US PERSON AND IS NOT A QIB THAT IS ALSO A QP TO SELL ITS INTEREST IN THIS NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH BENEFICIAL OWNER.

THE ISSUER HAS THE RIGHT TO REFUSE TO HONOR A TRANSFER OF AN INTEREST IN THIS NOTE TO A US PERSON WHO IS NOT A QIB AND ALSO A QP. THE ISSUER HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940, BUT RATHER INTENDS TO RELY ON AN EXEMPTION FROM REGISTRATION THEREUNDER WHICH LIMITS THE TYPE OF INVESTORS THAT MAY BE PERMITTED TO PURCHASE AN INTEREST IN THIS NOTE TO THOSE WHO ARE "**QUALIFIED PURCHASERS**" AS DEFINED IN SECTION 2(A)(51) OF THE INVESTMENT COMPANY ACT.

6. it acknowledges that the Issuer, the Guarantor, the Registrar, the Dealers and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that, if any of the acknowledgements, representations or agreements deemed to have been made by it by its purchase of Rule 144A Notes is no longer accurate, it shall promptly notify the Issuer, the Guarantor, and the Dealers. If it is acquiring any Notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each of those accounts and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each account;
7. it understands that the Rule 144A Notes will be evidenced by the Restricted Global Certificate. Before any interest in the Restricted Global Certificate may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in the Unrestricted Global Certificate, it will be required to provide a Transfer Agent with a written certification (in the form provided in the Agency Agreement) as to compliance with the foregoing acknowledgements, representations and agreements and applicable securities laws; and
8. it is relying on the information contained in this Offering Circular in making its investment decision with respect to the Rule 144A Notes. It acknowledges that none of the Issuer, the Guarantor or the Dealers has made any representation to it with respect to the Issuer or the Guarantor or the offering or sale of the Rule 144A Notes, other than the information contained in this Offering Circular which has been delivered to it and upon which it is relying in making its investment decision with respect to the Rule 144A Notes. It has had access to such financial and other information concerning the Issuer and the Guarantor and the Rule 144A Notes as it has deemed necessary in connection with its decision to purchase the Rule 144A Notes, including an opportunity to ask questions of and request information from the Issuer, the Guarantor and the Dealers.

Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

Regulation S Notes

Each purchaser of a beneficial interest in the Regulation S Notes outside the United States pursuant to Regulation S and each subsequent purchaser of such Regulation S Notes in resales prior to the expiration of the distribution compliance period, by accepting delivery of this Offering Circular and the Regulation S Notes, will be deemed to have represented, agreed and acknowledged that:

1. it is, or at the time Regulation S Notes are purchased will be, the beneficial owner of such Regulation S Notes and (a) it is not a US person and it is not acting for the account or benefit of a

US person and it is located outside the United States (within the meaning of Regulation S) and (b) it is not an affiliate of the Issuer, the Guarantor or a person acting on behalf of such an affiliate;

2. it understands that such Regulation S Notes have not been and will not be registered under the Securities Act and that, prior to the expiration of the distribution compliance period, it will not offer, sell, pledge or otherwise transfer such Regulation S Notes except (a) in accordance with Rule 144A under the Securities Act to a person that it or any person acting on its behalf reasonably believes is a QIB that is also a QP purchasing for its own account or the account of a QIB that is also a QP or (b) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S, in each case in accordance with any applicable securities laws of any State of the United States;
3. it understands that the Regulation S Notes will bear a legend to the following effect:

THE SECURITIES COVERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, US PERSONS (I) AS PART OF THEIR DISTRIBUTION AT ANY TIME OR (II) OTHERWISE UNTIL 40 DAYS AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING AND THE CLOSING DATE OF THE OFFERING, EXCEPT IN EITHER CASE IN ACCORDANCE WITH (A) REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**") IN AN OFFSHORE TRANSACTION TO A PERSON WHO IS NOT A US PERSON OR (B) RULE 144A UNDER THE SECURITIES ACT TO A PERSON THAT THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) THAT IS ALSO A QUALIFIED PURCHASER (AS DEFINED IN SECTION 2(A)(51) OF THE US INVESTMENT COMPANY ACT OF 1940). TERMS USED ABOVE WHICH ARE NOT OTHERWISE DEFINED HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT.

4. the Issuer, the Guarantor, the Registrar, the Dealers and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements; and
5. it understands that the Regulation S Notes offered in reliance on Regulation S will be represented by the Unrestricted Global Certificate. Prior to the expiration of the distribution compliance period, before any interest in a Unrestricted Global Certificate may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in a Restricted Global Certificate, it will be required to provide a Transfer Agent with a written certification (in the form provided in the Agency Agreement) as to compliance with applicable securities laws.

GENERAL INFORMATION

1. The Board of Directors of the Issuer has authorised the CEO or the Deputy to the CEO to agree on the Programme update and authorised a member of the Executive Management Team, together with legal counsel, to sign all Programme documents, Offering Circular and listing documents.

The Managing Director or the Deputy Managing Director of the Guarantor was authorised by the Board of Directors of the Guarantor on 16 April 2020 to sign all Programme documents related to the 2020 update.

2. There are no, nor have there been any, governmental, legal or arbitration proceedings involving the Issuer, the Group or the Guarantor or any of their respective assets or revenues, nor is the Issuer or the Guarantor aware of any such pending or threatened proceedings, which may have or have had during the twelve months prior to the date of this Offering Circular a significant effect on the Issuer's, the Group's, or the Guarantor's financial position or profitability.
3. Since 31 December 2019, which is the date of the latest available audited annual financial statements in relation to the Issuer and the Guarantor, there has been no material adverse change in the financial position or prospects of the Issuer, the Group or the Guarantor and there has been no significant change in the financial or trading position of the Guarantor.
4. Since 31 December 2019 there has been no significant change in the financial or trading position of the Issuer or the Group.
5. The financial statements of the Issuer and the Guarantor as at and for the years ending 31 December 2017, 31 December 2018 and 31 December 2019 have been audited without qualification by audit firm KPMG Oy Ab.

The Issuer and the Guarantor have elected KPMG Oy Ab again as auditor also for the financial year ending 31 December 2020. KPMG Oy Ab is supervised by the Finnish Patent and Registration Office.

6. For the life of the Programme, copies and, where appropriate, English translations of the following documents may be inspected during normal business hours at the specified office of the Fiscal Agent and the head office of the Issuer, currently at P.O. Box 744 (Jaakonkatu 3A, 5th floor) FI-00101 Helsinki, namely:
 - (a) the Certificate of Registration and Articles of Association of the Issuer and the Act on the Guarantor and the Standing Orders of the Guarantor;
 - (b) the Fiscal Agency Agreement;
 - (c) the Guarantee;
 - (d) the Deed of Covenant;
 - (e) the Programme Manual;
 - (f) the audited annual financial statements of the Issuer and the Guarantor for the two years preceding the date of this Offering Circular;
 - (g) the current Offering Circular in relation to the Programme, together with any amendments or supplements thereto and any document incorporated therein by reference;
 - (h) any Final Terms; and
 - (i) any VPS Trustee Agreement, if signed during the twelve months from the date of this Offering Circular.

The English translations are direct and accurate. In the case of any discrepancy, inconsistency or ambiguity between a foreign language document and its English translation the original foreign language document will prevail.

In the case of a Series of Notes in relation to which application has not been made for admission to the Official List of the FCA or for listing with another authority or for listing on any other listing authority, stock exchange and/or quotation system, copies of the relevant Final Terms will only be available for inspection by a Holder of or, as the case may be, a Relevant Account Holder in respect of, such Notes.

7. The Notes may be accepted for clearance through Euroclear and Clearstream, Luxembourg, DTC, VPS and any other relevant clearing system, as the case may be. The appropriate Common Code, International Securities Identification Number (ISIN), CUSIP, Financial Instrument Short Name (FISN) and Classification of Financial Instruments (CFI) code (as applicable) will be contained in the Final Terms relating thereto.

The Legal Entity Identifier ("**LEI**") for the Issuer is 529900HEKOENJHPNN480.

8. The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions.

The Issuer does not intend to provide any post-issuance information in relation to any Notes unless specified in the Final Terms.

9. Settlement arrangements will be agreed between the Issuer, the Guarantor, the relevant Dealer and the Fiscal Agent or, as the case may be, the Registrar in relation to each Series.

10. Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer, the Guarantor and their affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer, the Guarantor or their respective affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

11. The address of our appointed process agent is Suite 1, 3rd Floor, 11-12 St. James's Square, London SW1Y 4LB, United Kingdom.

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