

**SUPPLEMENT DATED 13 FEBRUARY 2024 TO THE BASE PROSPECTUS DATED 25 APRIL 2023**

**RIKSHEM AB (PUBL)**  
*(Incorporated with limited liability in the Kingdom of Sweden)*

**EUR 3,000,000,000**  
**Euro Medium Term Note Programme**

This Supplement (the **Supplement**) to the Base Prospectus (the **Base Prospectus**) dated 25 April 2023 which comprises a base prospectus for the purposes of the Prospectus Regulation constitutes a supplement to the prospectus for the purposes of Article 23 of the Prospectus Regulation and is prepared in connection with the EUR 3,000,000,000 Euro Medium Term Note Programme (the **Programme**) established by Rikshem AB (publ) (the **Issuer**). Terms defined in the Base Prospectus have the same meaning when used in this Supplement. When used in this Supplement, **Prospectus Regulation** means Regulation (EU) 2017/1129.

This Supplement has been approved by the Central Bank of Ireland (the **Central Bank**) as competent authority under the Prospectus Regulation. The Central Bank only approves this Supplement as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or of the quality of the Notes that are the subject of the Base Prospectus (as supplemented). Investors should make their own assessment as to the suitability of investing in the Notes.

This Supplement is supplemental to, and should be read in conjunction with, the Base Prospectus and any other supplements to the Base Prospectus issued by the Issuer.

The Issuer accepts responsibility for the information contained in this Supplement. To the best of the knowledge of the Issuer the information contained in this Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

### **Purpose of the Supplement**

The purpose of this Supplement is:

- (1) to amend certain paragraphs in the section "*Important Information*";
- (2) to update certain paragraphs in the section "*Overview of the Programme*";
- (3) to update certain sections in the section "*Risk Factors*";
- (4) to incorporate by reference the Issuer's interim financial statements and key performance indicators as at and for the twelve-month period ended 31 December 2023 in the section "*Information incorporated by Reference*";
- (5) to update the final terms as set out in the section "*Form of Final Terms*";
- (6) to amend the terms and conditions of the Notes as set out in the section "*Terms and Conditions of the Notes*";
- (7) to amend a defined term in the section "*Use of Proceeds*"; and
- (8) to update the "*Significant/Material Change*" statement in the "*General Information*" section.

To the extent that there is any inconsistency between (a) any statement in this Supplement or any statement incorporated by reference into the Base Prospectus by this Supplement and (b) any other statement in or incorporated by reference in the Base Prospectus, the statements in (a) above will prevail.

Save as disclosed in this Supplement, there has been no other significant new factor, material mistake or material inaccuracy relating to information included in the Base Prospectus since the publication of the Base Prospectus.

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## 1. IMPORTANT INFORMATION

On page 4 of the Base Prospectus, the paragraph entitled "*Notes issued as Green Bonds*" shall be deemed updated as set out below:

### *"Notes issued as Green Bonds and/or Sustainability-Linked Notes*

None of the Dealers accept any responsibility for any social, environmental and sustainability assessment of any Notes issued as Green Bonds or Sustainability-Linked Notes (each as defined herein). None of the Issuer, the Dealers or the Arranger makes any representation or warranty or assurance whether such Notes will meet any investor expectations or requirements regarding such "social", "green", "sustainable" or similar labels (including in relation to Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the "**EU Taxonomy Regulation**") and any related technical screening criteria, Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector ("**SFDR**") and any implementing legislation and guidelines, or any similar legislation in the United Kingdom) or any requirements of such labels as they may evolve from time to time. None of the Dealers are responsible for the use or allocation of proceeds for any Notes issued as Green Bonds or Sustainability-Linked Notes, nor the impact, verification or monitoring of such use of proceeds, nor do any of the Dealers undertake to ensure that there are at any time sufficient projects and activities that promote climate-friendly and/or other environmental purposes (either in those words or otherwise) ("**Green Projects**") to allow for allocation of a sum equal to the net proceeds of any such issue in full. In February 2022, the Issuer published its updated Green Bonds Framework (as amended, supplemented or replaced from time to time, the "**Green Bonds Framework**") which can be found at <https://www.rikshem.se/in-english/financial-information/green-financing/> in compliance with the International Capital Market Association ("**ICMA**") Green Bond Principles (2021 edition). The Centre for International Climate Research ("**CICERO**") has issued an independent opinion, dated 16 February 2022 (the "**Green Bonds Second Party Opinion**") on the Issuer's Green Bonds Framework. In February 2024, the Issuer published its Sustainability-Linked Bond Framework (as amended, supplemented or replaced from time to time, the "**Sustainability-Linked Bond Framework**") which can be found at <https://www.rikshem.se/company-facts-in-english/financial-information/green-financing/> in compliance with the Sustainability-Linked Bond Principles established by the ICMA. Sustainability has issued an independent opinion, dated 6 February 2024 (the "**SLB Second Party Opinion**" and together with the Green Bonds Second Party Opinion, the "**Second Party Opinions**") on the Issuer's Sustainability-Linked Bond Framework. The Second Party Opinions are not intended to address any credit, market or other aspects of an investment in any Notes, including without limitation market price, marketability, investor preference or suitability of any security. Each Second Party Opinion is a statement of opinion, not a statement of fact.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of the Green Bonds Framework, the Green Bonds Second Party Opinion, the Sustainability-Linked Bond Framework, the SLB Second Party Opinion or any other opinion, report or certification of any third party (whether or not solicited by the Issuer) which may be made available in connection with the issue of any Notes issued as Green Bonds or Sustainability-Linked Notes, nor with any Green Projects.

Each of the Second Party Opinions or any other such opinion, report or certification is only current as of the date that opinion, report or certification was initially issued and the considerations or criteria which are the basis of such an opinion, report or certification. No representation or assurance is given by the Issuer or the Dealers as to the suitability or reliability of the Second Party Opinions or any opinion, report or certification of any third party made available in connection with an issue of Notes issued as Green Bonds or Sustainability-Linked Notes, as applicable. As at the date of this Base Prospectus, the providers of such opinions, reports and certifications are not subject to any specific regulatory or other regime or oversight. Investors in Green Bonds or Sustainability-Linked Notes shall

have no recourse against the Issuer, any of the Dealers or the provider of any such opinion, report or certification for the contents of such opinion, report or certification. Prospective investors must determine for themselves the relevance of any such opinion, report or certification and/or the information contained therein. Each of the Green Bonds Second Party Opinion, the SLB Second Party Opinion and any other such opinion, report or certification is not, nor should be deemed to be, a recommendation by the Issuer or Dealers, or any other person to buy, sell or hold any Notes and is current only as of the date it is issued. The criteria and/or considerations that formed the basis of the Second Party Opinions or any such other opinion, report or certification may change at any time and the Second Party Opinions may be amended, updated, supplemented, replaced and/or withdrawn. Prospective investors must determine for themselves the relevance of any such opinion, report or certification and/or the information contained therein. The Issuer's Green Bond Framework and Sustainability-Linked Bond Framework may also be subject to review and change and may be amended, updated, supplemented, replaced and/or withdrawn from time to time and any subsequent version(s) may differ from any description given in this Base Prospectus. None of the Green Bonds Framework, the Green Bonds Second Party Opinion, the Sustainability-Linked Bond Framework, the SLB Second Party Opinion nor any other such opinion, report or certification forms part of, or is incorporated by reference in, this Base Prospectus.

In the event any such Notes are, or are intended to be, listed, or admitted to trading on a dedicated "green", "environmental", "sustainable", "social" or other equivalently-labelled segment of a stock exchange or securities market, no representation or assurance is given by the Issuer or the Dealers that such listing or admission will be obtained or maintained for the lifetime of the Notes."

## 2. OVERVIEW OF THE PROGRAMME

On page 13 of the Base Prospectus in the section "*Overview of the Programme*" the following paragraphs shall be added below the section headed "*Interest*":

### **Sustainability-Linked Step Up Notes:**

Fixed Rate Notes and Floating Rate Notes issued by the Issuer may be subject to a Step Up Option if the applicable Final Terms indicates that the Step Up Option is applicable. If a Sustainability-Linked Trigger Event has occurred, then for any Interest Period commencing on or after the Interest Payment Date immediately following the Reporting End Date relating to the Reference Year, the Initial Rate of Interest or the Initial Margin (as the case may be) shall be increased by the Step-Up Margin specified in the applicable Final Terms. The increase in the Initial Rate of Interest or Initial Margin will be triggered by the occurrence of a Sustainability-Linked Trigger Event, linked to the failure of the Group to achieve certain SPTs in relation to one or more separate KPIs as further detailed in the Issuer's Sustainability-Linked Bond Framework, or the failure of the Issuer to report on such KPIs in the required time periods. The extent of the increase in the Initial Rate of Interest or Initial Margin, as the case may be, will be dependent on the specific KPIs in relation to which the Group fails to meet the applicable SPT and/or the reporting requirements applicable thereto. For the avoidance of doubt, an increase in the Initial Rate of Interest or Initial Margin may occur no more than once in respect of the relevant Sustainability-Linked Step Up Note.

### **Sustainability-Linked Redemption Premium Notes:**

If the applicable Final Terms indicates that the Sustainability-Linked Redemption Premium is applicable to any Series of Notes, the Issuer may be required, in respect of each such Sustainability-Linked Redemption Premium Note, to pay an amount equal to the relevant Sustainability-Linked Redemption Premium on the date that such Notes are redeemed, each as specified in the applicable Final Terms. The requirement to make payment of the relevant Sustainability-Linked Redemption Premium on the date that such Notes are redeemed will be triggered by the occurrence of a Sustainability-Linked Trigger Event, linked to the failure of the Group to achieve certain SPTs in relation to one or more separate KPIs as further detailed in Issuer's Sustainability-Linked Bond Framework, or the failure of the Issuer to report on such KPIs in the required time periods. The size of any Sustainability-Linked Redemption Premium

payable by the Issuer will be dependent on the specific KPIs in relation to which the Group fails to meet the applicable SPT and/or the reporting requirements applicable thereto.

### 3. RISK FACTORS

After the Risk Factor headed "*Risks related to the structure of a particular issue of Notes – Notes issued at a substantial discount or premium*" on page 21 of the Base Prospectus the following new Risk Factors are added:

*"Sustainability-Linked Notes may not be a suitable investment for all investors seeking exposure to assets with sustainability characteristics*

Although Notes issued as Sustainability-Linked Step Up Notes or Sustainability-Linked Redemption Notes (each "**Sustainability-Linked Notes**") may be structured either (i) with the interest rate relating to the Notes being subject to upward adjustment or (ii) through the payment of a premium upon early redemption or at maturity, as applicable, in certain circumstances specified in the Terms and Conditions of the Notes, such Sustainability-Linked Notes may not satisfy an investor's requirements or any existing or future legal or quasi legal standards for investment in assets with sustainability characteristics (including in relation to the EU Taxonomy Regulation and any related technical screening criteria, the SFDR, and any implementing legislation and guidelines, or any similar legislation in the United Kingdom) or any requirements of such standards as they may evolve from time to time and no representation is made by the Issuer or the relevant Dealers as to the suitability of the Sustainability-Linked Notes to fulfil environmental or sustainability criteria required by prospective investors. Any such Notes are not 'green', 'social' or 'sustainable' bonds and are not being marketed as such and the Issuer expects to use the net proceeds of any issue of Notes issued as Sustainability-Linked Notes for general corporate purposes. Therefore, the Issuer does not intend to allocate the net proceeds of any such Notes specifically to projects or business activities meeting environmental or sustainability criteria, or to be subject to any other limitations associated with green, social or sustainable bonds.

In addition, the interest rate adjustment or payment of premium in respect of any Notes issued as Sustainability-Linked Notes depends on, inter alia, definitions of the Energy Consumption Percentage, the Miljöbyggnad Certification Percentage, the Neighbourhoods Safety Index Percentage and/or the Supplier Code of Conduct Percentage, as the case may be, that may be inconsistent with investor requirements or expectations or other definitions relevant to these factors. The sustainability performance of the Issuer is calculated with reference to the Issuer's business, operations and capabilities and does not easily lend itself to benchmarking against the sustainability performance of other companies.

If any of the risks outlined in this risk factor materialise this may have a material adverse effect on the value of such Sustainability-Linked Notes and/or may have consequences for certain investors with portfolio mandates to invest in assets with sustainability characteristics (which consequences may include the need to sell the Sustainability-Linked Notes as a result of the Sustainability-Linked Notes not falling within the investor's investment criteria or mandate).

*Risks that may result from efforts to achieve sustainability-linked performance targets*

Although Rikshem targets (i) reducing the energy used in Rikshem's existing and like-for-like portfolio of buildings, (ii) achieving at least silver level certification from Miljöbyggnad (the Swedish environmental certification system) for its new building projects, (iii) increasing the perceived level of safety of its tenants and (iv) increasing the proportion of its suppliers which have committed to Rikshem's supplier code of conduct and completed a self-led review, there can be no assurance of the extent to which it will be successful in achieving these aims or that any future investments it makes in furtherance of these targets will meet investor expectations or any binding or non-binding legal standards regarding sustainability performance, whether by any present or future applicable law or regulations or by its own by laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact. Adverse environmental or social impacts may occur during the design, construction and operation of any



investments Rikshem makes in furtherance of these targets or such investments may become controversial or criticised by activist groups or other stakeholders.

Lastly, no Event of Default shall occur under the Sustainability-Linked Notes, nor will the Issuer be required to repurchase or redeem such Sustainability-Linked Notes, if Rikshem fails to satisfy any or all of (i) the Energy Consumption Condition, (ii) Miljöbyggnad Certification Condition, (iii) the Neighbourhoods Safety Index Condition or (iv) the Supplier Code of Conduct Condition (all as defined in the Terms and Conditions of the Notes), as applicable.

If any of the risks outlined in this risk factor materialise this may have a material adverse effect on the value of such Sustainability-Linked Notes and/or may have consequences for certain investors with portfolio mandates to invest in assets with sustainability characteristics (which consequences may include the need to sell the Sustainability-Linked Notes as a result of the Sustainability-Linked Notes not falling within the investor's investment criteria or mandate).

Capitalised terms used but not defined in this risk factor have the meanings given to them in the Terms and Conditions of the Notes.

*No assurance of suitability or reliability of the SLB Second Party Opinion or any other opinion or certification of any third party relating to any Sustainability-Linked Notes*

Sustainalytics has issued an independent opinion, dated 6 February 2024, in respect of the Issuer's Sustainability-Linked Bond Framework which was developed in accordance with the Sustainability-Linked Bond Principles established in June 2023 by the ICMA (the “**SLB Second Party Opinion**”). The SLB Second Party Opinion, which provides an opinion on certain environmental and related considerations, is a statement of opinion, not a statement of fact. No assurance or representation is given by the Issuer or any Dealer as to the suitability or reliability for any purpose whatsoever of any opinion (including the SLB Second Party Opinion), report, certification or validation of any third party in connection with the offering of the Sustainability-Linked Notes or the sustainability performance targets set to fulfil any green, social, sustainability, sustainability-linked and/or other criteria.

The SLB Second Party Opinion provider and providers of similar opinions, certifications and validations are not currently subject to any specific regulatory or other regime or oversight. The SLB Second Party Opinion and any other such opinion, report or certification is not intended to address any credit, market or other aspects of any investment in any Note, including without limitation market price, marketability, investor preference or suitability of any security or any other factors that may affect the value of the Notes. Any such opinion, report or certification is not, nor should be deemed to be, a recommendation by the Issuer, any member of Rikshem, the Dealers, any SLB Second Party Opinion providers, any External Verifier or any other person to buy, sell or hold Sustainability-Linked Notes. Noteholders have no recourse against the Issuer, any of the Dealers or the provider of any such opinion, report or certification for the contents of any such opinion, report or certification, which is only current as at the date it was initially issued. Prospective investors must determine for themselves the relevance of any such opinion, report or certification and/or the information contained therein and/or the provider of such opinion, report or certification for the purpose of any investment in the Sustainability-Linked Notes. Any withdrawal of any such opinion, report or certification or any such opinion, report or certification attesting that Rikshem is not complying in whole or in part with any matters for which such opinion, report or certification is opining on, reporting on or certifying may have a material adverse effect on the value of the Sustainability-Linked Notes and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose. Any such opinion, report or certification is not, nor shall it be deemed to be, incorporated in and/or form part of this Base Prospectus.

If any of the risks outlined in this risk factor materialise this may have a material adverse effect on the value of such Sustainability-Linked Notes and/or may have consequences for certain investors with

portfolio mandates to invest in assets with sustainability characteristics (which consequences may include the need to sell the Sustainability-Linked Notes as a result of the Sustainability-Linked Notes not falling within the investor's investment criteria or mandate).

*No assurance that Sustainability-Linked Notes will be admitted to trading on any dedicated "green", "sustainable", "social" (or similar) segment of any stock exchange or market, or that any admission obtained will be maintained*

In the event any such Sustainability-Linked Notes are, or are intended to be, listed, or admitted to trading on a dedicated "green", "environmental", "sustainable", "social" or other equivalently labelled segment of a stock exchange or securities market, no representation or assurance is given that such listing or admission will be obtained or maintained for the lifetime of such Sustainability-Linked Notes.

If any of the risks outlined in this risk factor materialise this may have a material adverse effect on the value of such Sustainability-Linked Notes and/or may have consequences for certain investors with portfolio mandates to invest in assets with sustainability characteristics (which consequences may include the need to sell the Sustainability-Linked Notes as a result of the Sustainability-Linked Notes not falling within the investor's investment criteria or mandate).

*The Sustainability-Linked Notes include certain triggers linked to sustainability key performance indicators*

The terms of the Sustainability-Linked Notes include certain sustainability-linked performance targets linked to one or more sustainability key performance indicators (see "*Sustainability-Linked Notes may not be a suitable investment for all investors seeking exposure to assets with sustainability characteristics*"). Failure to meet such sustainability performance targets will result in increased interest amounts being payable under the Sustainability-Linked Step Up Notes or the payment of a premium amount at redemption under the Sustainability-Linked Redemption Notes, either of which would increase Rikshem's total cost of funding and may result in a significant negative impact on Rikshem's reputation, either of which could have a material adverse effect on Rikshem, its business prospects, its financial condition or its results of operations.

Under the Terms and Conditions of the Notes, a Sustainability-Linked Trigger Event may occur if, amongst other things and as applicable to the relevant Series of Sustainability-Linked Notes, Rikshem's (i) energy consumption in Rikshem's existing and like-for-like portfolio of buildings (Energy Consumption Percentage, as more fully described in Condition 7A) in respect of the Reference Year specified in the applicable Final Terms, is not reduced by at least the relevant Energy Consumption Percentage Threshold, specified in the applicable Final Terms, by comparison to the Energy Consumption Baseline or (ii) proportion of new buildings achieving at least silver level certification from Miljöbyggnad (the Swedish environmental certification system) (the Miljöbyggnad Certification Percentage, as more fully described in Condition 7A) in respect of the Reference Year specified in the applicable Final Terms, does not meet at least the relevant Miljöbyggnad Certification Percentage Threshold specified in the applicable Final Terms or (iii) perceived level of safety of its tenants (the Neighbourhoods Safety Index Percentage, as more fully described in Condition 7A) in respect of the Reference Year specified in the applicable Final Terms, does not increase to at least the relevant Neighbourhoods Safety Index Percentage Threshold specified in the applicable Final Terms or (iv) proportion of its suppliers which have committed to Rikshem's supplier code of conduct and completed a self-led review (the Supplier Code of Conduct Percentage, as more fully described in Condition 7A) in respect of the Reference Year specified in the applicable Final Terms, does not increase to at least the relevant Supplier Code of Conduct Percentage Threshold specified in the applicable Final Terms. The Terms and Conditions of the Notes permit the Issuer to recalculate the Energy Consumption Baseline, the KPIs and the SPTs in accordance with the Sustainability-Linked Bond Framework to reflect any significant change in: (i) the calculation methodology of one or more

the KPIs, (ii) any regulation which is relevant to the determination of one or more the KPIs; (iii) data due to better data accessibility or discovery of data errors, or (iv) the perimeter of Rikshem as a result of any acquisition, amalgamation, demerger, merger, corporate reconstruction, divestiture or disposal. Accordingly, while any such recalculation by Rikshem must be confirmed (a) in a Recalculation Assurance Report prepared by an independent External Verifier, and (b) by the SPO Provider in an SPO Provider Statement, any such adjustments to the Energy Consumption Baseline, the KPIs or the SPTs may have unforeseen consequences on Rikshem's overall sustainability profile. For example, an increase or decrease in the amount of energy consumption comprising the Energy Consumption Baseline, may, respectively, increase the total amount of energy that may be consumed in Rikshem's buildings while still being able to satisfy the Energy Consumption Condition and avoid the occurrence of a Sustainability-Linked Trigger Event, or decrease the total reduction in energy consumption that needs to be achieved in Rikshem's buildings in order to satisfy such conditions and avoid the occurrence of a Sustainability-Linked Trigger Event, which could in turn adversely affect the market price of any Sustainability-Linked Notes.

Capitalised terms used but not defined in this risk factor have the meanings given to them in the Terms and Conditions of the Notes."

#### 4. INFORMATION INCORPORATED BY REFERENCE

##### **Interim Financial Statements as at and for the twelve-month period ended 31 December 2023**

On 9 February 2024 the Issuer published its "Year-end report, January – December 2023" (the **Q4 2023 Report**). The following information in the Q4 2023 Report has been filed with the Central Bank and shall be deemed to be incorporated in, and form part of, the Base Prospectus:

Issuer's consolidated unaudited interim financial statements as at and for the twelve-month period ended 31 December 2023	Pages 15 to 17
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Quarterly data, Key figures, Key indicators – calculations and Definitions	Pages 21 to 24
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The document is available for viewing on the following website:

<https://www.rikshem.se/media/3w0bi1hu/rikshem-ab-publ-year-end-report-2023.pdf>

If documents which are incorporated by reference themselves incorporate any information or other documents therein, either expressly or implicitly, such information or other documents will not form part of this Supplement for the purposes of the Prospectus Regulation except where such information or other documents are specifically incorporated by reference or attached to this Supplement.

Any non-incorporated parts of a document referred to in this Supplement are either deemed not relevant for an investor or are otherwise covered elsewhere in this Supplement.

## 5. FORM OF FINAL TERMS

On pages 62-74 of the Base Prospectus, the section headed "*Form of Final Terms*" shall be deemed updated as set out below in order to add in particular the new items at paragraph 16 (*Step Up Option Provisions*) and paragraph 25 (*Sustainability-Linked Redemption Premium*) to reflect the addition of Sustainability-Linked Notes under the Programme, as contemplated by the Terms and Conditions of the Notes:

**[PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**EU MiFID II**"); (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**EU Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II; or (iii) not a qualified investor as defined in the EU Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**EU PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.]

**[PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the Financial Services and Markets Act 2000 (the "**FSMA**") to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

**[EU 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: (a) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "**EU MiFID II**")] [EU MiFID II]; and (b) 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 EU 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.]

**[UK MIFIR 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 only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the [European Union (Withdrawal) Act 2018/EUWA] ("**UK MiFIR**"); 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**")/[distributor] should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") 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.]

**Final Terms dated [•]**

**RIKSHEM AB (PUBL)**

**Legal entity identifier (LEI): 529900AJTHH582JP6S77**

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

**under the EUR 3,000,000,000 Euro Medium Term Note Programme**

**PART A - CONTRACTUAL TERMS**

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the base prospectus dated 25 April 2023 [and the supplemental base prospectus[es] dated 13 February 2024 [and [•]]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of the EU Prospectus Regulation. This document constitutes the Final Terms of the Notes described herein for the purposes of the EU Prospectus Regulation and must be read in conjunction with the Base Prospectus in order to obtain all relevant information. The Base Prospectus has been published on the websites of Euronext Dublin ([www.euronext.com](http://www.euronext.com)) and the Issuer (<https://www.rikshem.se>).]

*[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus 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 base prospectus dated [[30 May 2017]/[15 May 2018]/[30 April 2019]/[30 April 2020]/[30 April 2021]/[29 April 2022]] [and the supplement to it dated [•]] which are incorporated by reference in the base prospectus dated 25 April 2023. This document constitutes the Final Terms of the Notes described herein for the purposes of the EU Prospectus Regulation and must be read in conjunction with the base prospectus dated 25 April 2023 [and the supplement[s] to it dated 13 February 2024 [and [•]]] which [together] constitute[s] a base prospectus for the purposes of the EU Prospectus Regulation (the "**Base Prospectus**"), including the Conditions incorporated by reference in the Base Prospectus, in order to obtain all relevant information. The Base Prospectus has been published on the websites of Euronext Dublin ([www.euronext.com](http://www.euronext.com)) and the Issuer (<https://www.rikshem.se>).]

The expression **EU Prospectus Regulation** means Regulation (EU) 2017/1129.

*[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 (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.]*

- |    |   |  |
|----|---|--|
| 1. | Issuer:   | Rikshem AB (publ)  |
| 2. | (i) Series Number:                              | [•]  |
|    | (ii) Tranche Number:                            | [•]  |
|    | [(iii) Date on which the Notes become fungible: | [Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [•] on [[•]/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 26 below [which is expected to occur on or about [•]]. |
| 3. | Specified Currency or Currencies:               | [•]  |

4. Aggregate Nominal Amount: [•]
- [(i) Series: [•]
- (ii) Tranche: [•]]
5. Issue Price: [•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [•]]
6. (i) Specified Denominations: [•]  
*(NB – Notes must have a minimum denomination of EUR100,000 (or equivalent))  
 (If a Global Note is exchangeable for Definitive Notes at the option of the Noteholders, the Notes shall be tradeable only in principal amounts of at least the Specified Denomination and integral multiples thereof)*
- (ii) Calculation Amount: [•]
7. (i) Issue Date: [•]
- (ii) Interest Commencement Date: [[•]/Issue Date/Not Applicable]
8. Maturity Date: [•]
9. Interest Basis: [Subject as set out in Condition 7A and paragraph 16 below]  
 [[•] per cent. Fixed Rate]  
 [CIBOR/EURIBOR/NIBOR/STIBOR] +/- [•] per cent. Floating Rate]  
 [Zero Coupon]  
 (see paragraph [14]/[15]/[16]/[17] below)
10. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [•] / [100] per cent. of their nominal amount[, subject to adjustment as set out in Condition 9(1) and paragraph 25 below].
11. Change of Interest or Redemption/Payment Basis: [Applicable/Not Applicable][, subject to adjustment as set out in Condition 9(1) and paragraph 25 below]
12. Put/Call Options: [Investor Put]  
 [Issuer Call]  
 [Change of Control Put Option]  
 [Clean-up Call]  
 [(further particulars specified in paragraphs [18]/[19]/[20]/[21] below]



13. [(i)] Status of the Notes: [Senior]
- [(ii)] [Date [Board] approval for [•]  
issuance of Notes obtained]:

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

14. **Fixed Rate Note Provisions** [Applicable [from [•] to [•]] /Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate[(s)] of Interest: [•] per cent. per annum payable in arrear on each Interest Payment Date[, subject as set out in Condition 7A and paragraph 16 below]
- (ii) Interest Payment Date(s): [•] in each year up to and including [the Maturity Date / [•]]
- (iii) Fixed Coupon Amount[(s)]: [Subject to adjustment as set out in Condition 7A and paragraph 16 below,][•] per Calculation Amount
- (iv) Broken Amount(s): [Subject to adjustment as set out in Condition 7A and paragraph 16 below,][•] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [•]
- (v) Day Count Fraction: [30/360 / Actual/Actual (ICMA/ISDA)]
- (vi) Determination Date [[•] in each year][Not applicable]
15. **Floating Rate Note Provisions** [Applicable [from [•] to [•]] /Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Specified Period: [•], subject to adjustment in accordance with the Business Day Convention set out in (iv) below/not subject to any adjustment, or the Business Day Convention in (iv) below is specified to be Not Applicable]
- (ii) Specified Interest Payment Dates: [•], subject to adjustment in accordance with the Business Day Convention set out in (iv) below/not subject to any adjustment, or the Business Day Convention in (iv) below is specified to be Not Applicable]
- (iii) First Interest Payment Date: [•]
- (iv) Business Day Convention: [Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / No Adjustment] [Not Applicable]

- (v) Additional Business Centre(s): [Not Applicable/[•]]
- (vi) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s): [Not Applicable/[Fiscal Agent]/[●] (the "Calculation Agent")]
- (vii) Screen Rate Determination:
- Reference Rate: [•] [CIBOR/EURIBOR/NIBOR/STIBOR]
  - Interest Determination Date(s): [•]
  - Relevant Screen Page: [•]
  - Relevant Time: [•]
  - Relevant Financial Centre: [•]
- (viii) 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*)]
- (ix) Margin(s): [+/-] [•] per cent. per annum[, subject as set out in Condition 7A and paragraph 16 below]
- (x) Minimum Rate of Interest: [•] per cent. per annum
- (xi) Maximum Rate of Interest: [•] per cent. per annum
- (xii) Day Count Fraction: [Actual/365 (Fixed)] / [Actual/360] / [30/360] / [30E/360] / [Eurobond Basis] / [30E/360 (ISDA)] / [•]

16. **Step Up Option Provisions**

[Applicable/Not Applicable]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

- (i) Reference Year: [•]
- (ii) Energy Consumption Event:
- [Applicable/Not Applicable]
- Energy Consumption Event Step-Up Margin: [•] per cent. per annum
  - Energy Consumption Percentage Threshold: [•] per cent.
- (iii) Miljöbyggnad Certification Event: [Applicable/Not Applicable]

- Miljöbyggnad Certification Event Step-Up Margin: [•] per cent. per annum
- Miljöbyggnad Certification Percentage Threshold: [•] per cent.

(iv) Neighbourhoods Safety Index Event: [Applicable/Not Applicable]

- Neighbourhoods Safety Index Event Step-Up Margin: [•] per cent. per annum
- Neighbourhoods Safety Index Percentage Threshold: [•] per cent.

(v) Supplier Code of Conduct Event: [Applicable/Not Applicable]

- Supplier Code of Conduct Event Step-Up Margin: [•] per cent. per annum
- Supplier Code of Conduct Percentage Threshold: [•] per cent.

17. **Zero Coupon Note Provisions** [Applicable/Not Applicable]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

- (i) Accrual Yield: [•] per cent. per annum
- (ii) Reference Price: [•]
- (iii) Day Count Fraction in relation to early Redemption Amounts: [30/360 / Actual/Actual (ICMA/ISDA)]

## PROVISIONS RELATING TO REDEMPTION

18. **Call Option** [Applicable/Not Applicable]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

- (i) Optional Redemption Date(s) (Call): [•]
- (ii) Par Call Commencement Date: [•]
- (iii) Optional Redemption Amount(s) (Call) of each Note: [[•] per Calculation Amount / Make-Whole Redemption Amount] [in the case of the Optional Redemption Date(s) falling [on [•]]/[in the period from and including [insert date 3 months prior to maturity]/[other date] to but excluding [date]] [and

- [[•] per Calculation Amount/Make-Whole Redemption Amount] [in the case of the Optional Redemption Date(s) falling [on [•]/in the period from and including [*date*] to but excluding [*date*]]
- [(a) Reference Bond: [DA Selected Bond] / [*Insert applicable Reference Bond*]]
- [(b) Quotation Time: [•]]
- [(c) Make-Whole Redemption Margin: [•] per cent.
- (iv) Redeemable in part: [Applicable/Not Applicable/*provide details*]
- (a) Minimum Redemption Amount: [•]
- (b) Maximum Redemption Amount [•]
- (v) Notice period: [•]
- (N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent)*

19. **Put Option**

- (i) Redemption at the option of the Noteholder (Condition 9(e)): [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (ii) Optional Redemption Date(s) (Put): [•]
- (iii) Optional Redemption Amount(s) (Put) of each Note: [•] per Calculation Amount
- (iv) Notice period: [•]
- (N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent)*

20. **Change of Control Put Option** [Applicable/Not Applicable]

21. **Clean-up Call Option** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Clean-up Call Redemption Amount: [●] per Calculation Amount
- (ii) Notice Period: [●]
- (N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent)*
22. **Final Redemption Amount of each Note** [Subject to adjustment as set out in Condition 9(1) and paragraph 25 below,][●] / [Par] per Calculation Amount
23. **Early Termination Amount** [Subject to adjustment as set out in Condition 9(1) and paragraph 25 below,][[●] / [Par] per Calculation Amount/Not Applicable]
- Early Termination Amount(s) per Calculation Amount payable on redemption on event of default or other early redemption:
24. **Early Redemption Amount (Tax)**
- (i) Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons: [Subject to adjustment as set out in Condition 9(1) and paragraph 25 below,][[●] / [Par] per Calculation Amount/Not Applicable]
- (ii) Notice period (if different from Condition 9(b) (*Redemption for tax reasons*)) [ [●] ] / [Not Applicable – in line with Conditions] *(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent)*
25. **Sustainability-Linked Redemption Premium** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Reference Year: [●]
- (ii) Energy Consumption Event: [Applicable/Not Applicable]

- Energy Consumption Event Redemption Premium: [•] per Calculation Amount
  - Energy Consumption Percentage Threshold: [•] per cent.
- (iii) Miljöbyggnad Certification Event: [Applicable/Not Applicable]
- Miljöbyggnad Certification Event Redemption Premium: [•] per Calculation Amount
  - Miljöbyggnad Certification Percentage Threshold: [•] per cent.
- (iv) Neighbourhoods Safety Index Event: [Applicable/Not Applicable]
- Neighbourhoods Safety Index Event Redemption Premium: [•] per Calculation Amount
  - Neighbourhoods Safety Index Percentage Threshold: [•] per cent.
- (v) Supplier Code of Conduct Event: [Applicable/Not Applicable]
- Supplier Code of Conduct Event Redemption Premium: [•] per Calculation Amount
  - Supplier Code of Conduct Percentage Threshold: [•] per cent.

## GENERAL PROVISIONS APPLICABLE TO THE NOTES

26. **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]
- [Registered Notes:]

[Global Registered Note exchangeable for Individual Note Certificates on [•] days' notice/at any time/in the limited circumstances described in the Global Registered Note]

[and

Global Registered Note [(U.S.\$/Euro [•] nominal amount)] registered in the name of a nominee for [a common depository for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the New Safekeeping Structure (NSS)).]

*(The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes includes language substantially to the following effect: "EUR100,000 and integral multiples of EUR1,000 in excess thereof up to and including EUR199,000".*

*Furthermore, such Specified Denomination construction should not be used in relation to any issuance of Notes which is to be represented on issue by a Permanent Bearer Global Note exchangeable for Definitive Notes.)*

[VPS Notes:]

[VPS Notes issued in uncertificated and dematerialised book entry form. See further item [6] of *Part B* below.]

27. New Global Note/New Safekeeping Structure: [Yes] [No] [Not Applicable]
28. Additional Financial Centre(s) [Not Applicable/give details. Note that this paragraph relates to the date of payment, and not the end dates of interest periods for the purposes of calculating the amount of interest end dates, to which sub paragraph 15(v) relates]
29. Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No. As the Notes have more than 27 coupon payments, talons may be required if, on exchange into definitive form, more than 27 coupon payments are left.]

Signed on behalf of Rikshem AB (publ):

By: .....  
*Duly authorised*

## PART B – OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

- (i) Admission to Trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the regulated market of Euronext Dublin with effect from [•]]
- (ii) Estimate of total expenses related to admission to trading: [•]

### 2. RATINGS

The Notes to be issued [have been/are expected to be] rated/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]/[the Notes to be issued will be unrated]:

[[Moody's Investors Service (Nordics) AB]/[•]: [•]]

*[Add a brief explanation of the meaning of the ratings if previously published by the ratings provider.]*

*[[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) (the "**EU CRA Regulation**"). [[Insert legal name of particular credit rating agency entity providing rating] appears on the latest update of the list of registered credit rating agencies (as of [insert date of most recent list]) on [the ESMA website <https://www.esma.europa.eu>].] [The rating [Insert legal name of particular credit rating agency entity providing rating] has given to the Notes to be issued under the Programme is endorsed by [insert legal name of credit rating agency], which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").] /[[Insert legal name of particular credit rating agency entity providing rating] has been certified under Regulation (EU) No 1060/2009, as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").] /[[Insert legal name of particular credit rating agency entity providing rating] has not been certified under Regulation (EU) No 1060/2009, as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency*



established in the UK and registered under the UK CRA Regulation.]]

3. **INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER**

[Save for the fees [of [•]] payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business. (*Amend as appropriate if there are other interests*)]

4. **REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES**

[(i) Reasons for the offer [•] / [*The Issuer intends to apply an amount equal to the net proceeds from this offer of Notes specifically for projects and activities that promote climate-friendly and/or other environmental purposes / other "Green Bond" description*]

(*See ["Use of Proceeds"] wording in Base Prospectus – if reasons for offer different will need to include those reasons here.*)

[(ii) Estimated net proceeds: [•]

(*If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.*)

[(iii) Estimated total expenses: [•]

[*Include breakdown of expenses*]

5. **[Fixed Rate Notes only – YIELD**

Indication of yield: [•] per cent.

*The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]*

6. **OPERATIONAL INFORMATION**

ISIN: [•]

Common Code: [•]

FISN: [See/[*include code*], as updated, as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

CFI Code: [See/[*include code*], as updated, as set out on the website of the Association of National

	Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
Any clearing system(s) other than Euroclear or Clearstream, Luxembourg	[Not Applicable/[•]]
Delivery:	Delivery [against/free of] payment
Names and addresses of additional Paying Agent(s) (if any) or, in the case of VPS Notes, the VPS Agent and the VPS Trustee:	[•]
Intended to be held in a manner which would allow Eurosystem eligibility:	<p>[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] [<i>include this text for Registered Notes which are held under the NSS</i>] and does not necessarily mean that the Notes will be recognised 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.]/</p> <p>[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,][<i>include this text for registered notes</i>]]. 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.]</p>
Relevant Benchmark[s]:	<p>[[CIBOR]/[EURIBOR]/[NIBOR]/[STIBOR] is provided by [<i>administrator legal name</i>]][<i>repeat as necessary</i>].</p> <p>[As at the date hereof, [[<i>administrator legal name</i>] [<i>appears</i>]/[<i>does not appear</i>]][<i>repeat as necessary</i>] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (Register of administrators and benchmarks) of Regulation (EU) No 2016/1011]</p>

[As at the date hereof, *[[administrator legal name]]* [appears]/[does not appear]] [repeat as necessary] in the register of administrators and benchmarks established and maintained by the FCA pursuant to [Article 36] (Register of administrators and benchmarks) of Regulation (EU) No 2016/1011 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018]

[As far as the Issuer is aware, as at the date hereof,  
 [CIBOR]/[EURIBOR]/[NIBOR]/[STIBOR] does not fall within the scope of [Regulation (EU) No 2016/1011 [as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018]]/[As far as the Issuer is aware, the transitional provisions in Article 51 of Regulation (EU) No 2016/1011 [as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018] apply, such that [name of administrator] is not currently required to obtain authorisation/registration (or, if located outside the [European Union/UK], recognition, endorsement or equivalence)] / [Not Applicable]

7. **DISTRIBUTION**

- (i) Method of Distribution: [Syndicated/Non-syndicated]
- (ii) If syndicated:
  - (A) Names of Dealers [Not Applicable/give names]
  - (B) Stabilisation Manager(s), if any: [Not Applicable/give names]
- (iii) If non-syndicated, name of Dealer: [Not Applicable/give names]
- (iv) U.S. Selling Restrictions: [Reg S Compliance Category [1/2];  
 [(In the case of Bearer Notes) TEFRA C/TEFRA D/TEFRA Not Applicable]
- (v) Prohibition of Sales to EEA Retail Investors: [Applicable/Not Applicable]  
 (If the Notes clearly do not constitute "packaged" products or the Notes do constitute "packaged" products and a key information document will be prepared in the EEA, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared in the EEA, "Applicable" should be specified.)
- (vi) Prohibition of Sales to UK Retail Investors: [Applicable/Not Applicable]  
 (If the Notes clearly do not constitute "packaged" products or the Notes do constitute

*"packaged" products and a key information document will be prepared in the UK, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared in the UK, "Applicable" should be specified.)*

(vii) Prohibition of Sales to Belgian Consumers: [Applicable/Not Applicable]  
*(N.B. advice should be taken from Belgian counsel before disapplying this selling restriction)*

8. **PROVISIONS RELATING TO GREEN BONDS**

(i) Green Bonds: [Yes/No]  
[(ii) Reviewer(s): [Name of sustainability rating agency(ies) [and name of third party assurance agent] and [give details of compliance opinion(s) and availability]]]  
[(iii) Date of third party opinion(s): [Not Applicable/give details]]

"

## 6. TERMS AND CONDITIONS OF THE NOTES

In the section "*Terms and Conditions of the Notes*" beginning on page 30 of the Base Prospectus:

On page 36 of the Base Prospectus, the definition of "Make-Whole Redemption Amount" in Condition 2(a) shall be deemed updated as set out below:

**"Make-Whole Redemption Amount"** means the amount calculated by the Determination Agent which is the greater of (i) 100 per cent. of the principal amount of the Notes to be redeemed and (ii) the sum of the present values of the principal amount outstanding of the Notes to be redeemed and the Remaining Term Interest on such Notes (not including any interest accrued on the Notes to, but excluding, the relevant Optional Redemption Date (Call)) discounted to the relevant Optional Redemption Date (Call) on an annual basis (based on the Day Count Fraction specified in the applicable Final Terms) at the Make-Whole Redemption Rate plus the Make-Whole Redemption Margin, if any, specified in the applicable Final Terms and in relation to Sustainability-Linked Redemption Notes only, the following amounts shall also be deemed to be payable: (1) the Energy Consumption Event Redemption Premium (unless either Energy Consumption Event is specified as not applicable in the applicable Final Terms or the Energy Consumption Percentage as reported in the most recently published SLB Progress Report and Assurance Report as at the Optional Redemption Date (Call) is equal to or greater than the Energy Consumption Percentage Threshold), (2) the Miljöbyggnad Certification Event Redemption Premium (unless either Miljöbyggnad Certification Event is specified as not applicable in the applicable Final Terms or the Miljöbyggnad Certification Percentage as reported in the most recently published SLB Progress Report and Assurance Report as at the Optional Redemption Date (Call) is equal to or greater than the Miljöbyggnad Certification Percentage Threshold), (3) the Neighbourhoods Safety Index Event Redemption Premium (unless either Neighbourhoods Safety Index Event is specified as not applicable in the applicable Final Terms or the Neighbourhoods Safety Index Percentage as reported in the most recently published SLB Progress Report and Assurance Report as at the Optional Redemption Date (Call) is equal to or greater than the Neighbourhoods Safety Index Percentage Threshold) and/or (4) the Supplier Code of Conduct Event Redemption Premium (unless either Supplier Code of Conduct Event is specified as not applicable in the applicable Final Terms or the Supplier Code of Conduct Percentage as reported in the most recently published SLB Progress Report and Assurance Report as at the Optional Redemption Date (Call) is equal to or greater than the Supplier Code of Conduct Percentage Threshold;"

On page 39 of the Base Prospectus, the definition of "Redemption Amount" in Condition 2(a) shall be deemed updated as set out below:

**"Redemption Amount"** means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Clean-up Call Redemption Amount, the Change of Control Redemption Amount, the Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in the relevant Final Terms;"

On page 40 of the Base Prospectus, the following paragraph shall be added immediately after the definition of "Relevant Time" in Condition 2(a):

**"Remaining Term Interest"** means, with respect to any Note, the aggregate amount of scheduled payment(s) of interest on such Note for the remaining term to maturity of such Note (or, if a Par Call Commencement Date is specified in the applicable Final Terms, to the Par Call Commencement Date) determined on the basis of:

- (a) in the case of Notes that are not Sustainability-Linked Step Up Notes, the Rate of Interest applicable to such Note from and including the date on which such Note is to be redeemed by the Issuer pursuant to Condition 9(c) (*Redemption at the option of the Issuer*); or
- (b) in the case of Notes that are Sustainability-Linked Step Up Notes only, the Rate of Interest specified in, or determined in the manner specified in, the applicable Final Terms, until the Interest Period commencing on or after the Interest Payment Date immediately following the Reporting End Date relating to the Reference Year, at which point the Rate of Interest shall be deemed to be increased by:
  - (i) the Energy Consumption Event Step-Up Margin (unless either Energy Consumption Event is specified as not applicable in the applicable Final Terms or the Energy Consumption Percentage as reported in the most recently published SLB Progress Report and Assurance Report as at the Optional Redemption Date (Call) is equal to or greater than Energy Consumption Percentage Threshold);
  - (ii) the Miljöbyggnad Certification Event Step-Up Margin (unless either Miljöbyggnad Certification Event is specified as not applicable in the applicable Final Terms or the Miljöbyggnad Certification Percentage as reported in the most recently published SLB Progress Report and Assurance Report as at the Optional Redemption Date (Call) is equal to or greater than the Miljöbyggnad Certification Percentage Threshold);
  - (iii) the Neighbourhoods Safety Index Event Step-Up Margin (unless either Neighbourhoods Safety Index Event is specified as not applicable in the applicable Final Terms or the Neighbourhoods Safety Index Percentage as reported in the most recently published SLB Progress Report and Assurance Report as at the Optional Redemption Date (Call) is equal to or greater than the Neighbourhoods Safety Index Percentage Threshold); and
  - (iv) the Supplier Code of Conduct Event Step-Up Margin (unless either Supplier Code of Conduct Event is specified as not applicable in the applicable Final Terms or the Supplier Code of Conduct Percentage as reported in the most recently published SLB Progress Report and Assurance Report as at the Optional Redemption Date (Call) is equal to or greater than the Supplier Code of Conduct Percentage Threshold);"

On page 49 of the Base Prospectus, the following Condition shall be added as a new Condition 7A:

**"7A. Step Up Option**

This Condition 7A (*Step Up Option*) is applicable to the Notes only if the Step Up Option is specified in the relevant Final Terms as being applicable ("**Sustainability-Linked Step Up Notes**").

The Rate of Interest for Sustainability-Linked Step Up Notes will be the Rate of Interest specified in, or determined in the manner specified in, the applicable Final Terms, provided that if a Sustainability-Linked Trigger Event has occurred, then for any Interest Period commencing on or after the Interest Payment Date immediately following the Reporting End Date relating to the Reference Year, the Initial Rate of Interest (in the case of Fixed Rate Notes) or the Initial Margin (in the case of Floating Rate Notes) shall be increased by the Step-Up Margin (such increase, a "**Step Up**"). The applicable Final Terms shall specify whether one or more Sustainability-Linked Trigger Events shall apply in respect of each Series of Sustainability-Linked Step Up Notes.

For the avoidance of doubt, a Step Up may only occur once during the term of the Sustainability-Linked Step Up Notes (and, if more than one Sustainability-Linked Trigger Event is specified in the applicable Final Terms to be applicable, such increase may occur no more than once as a result of each such Sustainability-Linked Trigger Event). The Rate of Interest (in the case of Fixed Rate Notes) or Margin (in the case of Floating Rate Notes) will not decrease to the Initial Rate of Interest or the Initial Margin, as applicable, regardless of whether or not any of the Energy Consumption Percentage, the Miljöbyggnad Certification Percentage, the Neighbourhoods Safety Index Percentage or the Supplier Code of Conduct Percentage satisfies the relevant SPT for any subsequent period following the occurrence of a Step Up.

The Issuer will cause the occurrence of a Sustainability-Linked Trigger Event and the related Step-Up Margin increase in the Rate of Interest (in the case of Fixed Rate Notes) or Margin (in the case of Floating Rate Notes) to be notified to the Fiscal Agent, the Calculation Agent (in the case of Floating Rate Notes) and, in accordance with Condition 20 (*Notices*), the Noteholders as soon as reasonably practicable after such occurrence and in no event later than the Reporting End Date relating to the Relevant Year.

One or more of the Energy Consumption Baseline, the KPIs and the SPTs may be recalculated in good faith by the Issuer in accordance with the Sustainability-Linked Bond Framework to reflect any significant change in: (i) the calculation methodology of the relevant KPI(s), (ii) any regulation which is relevant to the determination of the relevant KPI(s); (iii) data due to better data accessibility or discovery of data errors, or (iv) the perimeter of the Group as a result of any acquisition, amalgamation, demerger, merger, corporate reconstruction, divestiture or disposal, provided that any such recalculation has been (a) confirmed by the relevant External Verifier in a Recalculation Assurance Report; (b) confirmed by the SPO Provider in an SPO Provider Statement; and (c) published by the Issuer in a SLB Progress Report in accordance with Condition 20A (*Available Information*).

In these Conditions:

**"Assurance Report"** has the meaning given to it in Condition 20A (*Available Information*);

**"Energy Consumption"** means in kilowatt hours per metre squared ("**kWh/m<sup>2</sup>**"), the energy used in the Group's existing and like-for-like portfolio of buildings, as further described in the Sustainability-Linked Bond Framework;

**"Energy Consumption Baseline"** means, in kWh/m<sup>2</sup>, the Energy Consumption for the period 1 January 2019 to 31 December 2019, as reported in the Issuer's Annual and Sustainability Report 2019, subject to recalculation in accordance with this Condition 7A (*Step Up Option*);

**"Energy Consumption Condition"** means the condition that:

- (i) the SLB Progress Report and the Assurance Report relating to the Reference Year and (if applicable) the related Recalculation Assurance Report and SPO Provider Statement have been published by the Issuer in accordance with Condition 20A (*Available Information*) by no later than the relevant Reporting End Date; and
- (ii) the Energy Consumption Percentage in respect of the Reference Year, as shown in the relevant SLB Progress Report referred to in paragraph (i) above, was equal to or greater than the Energy Consumption Percentage Threshold,

and if the requirements of paragraph(s) (i) and/or (ii) are not met, the Group shall be deemed to have failed to satisfy the Energy Consumption Condition;

an **"Energy Consumption Event"** (if specified as applicable in the applicable Final Terms) occurs if the Group fails to satisfy the Energy Consumption Condition;

**"Energy Consumption Event Step-Up Margin"** means the margin specified in the applicable Final Terms as being the Energy Consumption Event Step-Up Margin;

**"Energy Consumption Percentage"** means in respect of any Relevant Year, the percentage by which the Energy Consumption for such Relevant Year has been reduced compared to the Energy Consumption Baseline, as calculated in good faith by the Issuer, reported by the Issuer in the relevant SLB Progress Report and confirmed by the relevant External Verifier in the relevant Assurance Report, in accordance with Condition 20A (*Available Information*);

**"Energy Consumption Percentage Threshold"** means the threshold (expressed as a percentage) specified in the applicable Final Terms as being the Energy Consumption Percentage Threshold;

**"External Verifier"** means in respect of each KPI, a qualified external reviewer, such as an auditor or environmental consultant, with relevant expertise, as outlined in the ICMA's Guidelines for Green, Social and Sustainability-Linked Bond External Reviews Principles June 2020 (as amended from time to time, the **"Voluntary Guidelines"**), to be appointed by the Issuer, or, in the event that such external verifier resigns or is otherwise replaced, such other independent, qualified provider(s) with relevant expertise as outlined in the Voluntary Guidelines, appointed by the Issuer;

**"Framework Agreement Suppliers"** means all suppliers and contractors that have a written framework agreement with the Group, as further described in the Sustainability-Linked Bond Framework;

**"Group"** means the Issuer and its Subsidiaries;

**"Initial Rate of Interest"** means, in respect of Fixed Rate Notes, the initial Rate of Interest specified in the applicable Final Terms;

**"Initial Margin"** means, in respect of Floating Rate Notes, the initial Margin specified in the applicable Final Terms;

**"KPI(s)"** means, the Energy Consumption Percentage, the Miljöbyggnad Certification Percentage, the Neighbourhoods Safety Index Percentage or the Supplier Code of Conduct Percentage, as applicable;

**"Miljöbyggnad Certification"** means certification by Miljöbyggnad, the Swedish environmental certification system, as further described in the Sustainability-Linked Bond Framework;

**"Miljöbyggnad Certification Condition"** means the condition that:

- (i) the SLB Progress Report and the Assurance Report for the Reference Year and (if applicable) the Recalculation Assurance Report and SPO Provider Statement have been published by the Issuer in accordance with Condition 20A (*Available Information*) by no later than the relevant Reporting End Date; and
- (ii) the Miljöbyggnad Certification Percentage for the Reference Year, as shown in the relevant SLB Progress Report referred to in paragraph (i) above, was equal to or greater than the Miljöbyggnad Certification Percentage Threshold,



and if the requirements of paragraph(s) (i) and/or (ii) are not met, the Group shall be deemed to have failed to satisfy the Miljöbyggnad Certification Condition;

a "**Miljöbyggnad Certification Event**" (if specified as applicable in the applicable Final Terms) occurs if the Group fails to satisfy the Miljöbyggnad Certification Condition;

"**Miljöbyggnad Certification Event Step-Up Margin**" means the margin specified in the applicable Final Terms as being the Miljöbyggnad Certification Event Step-Up Margin;

"**Miljöbyggnad Certification Percentage**" means, in respect of any Relevant Year, the proportion of new construction projects completed by the Group in such Relevant Year, which have been issued at least silver level Miljöbyggnad Certification as at 31 December of such Relevant Year, as calculated in good faith by the Issuer, reported by the Issuer in the relevant SLB Progress Report and confirmed by the relevant External Verifier in the relevant Assurance Report, in accordance with Condition 20A (*Available Information*);

"**Miljöbyggnad Certification Percentage Threshold**" means the threshold specified in the applicable Final Terms as being the Miljöbyggnad Certification Percentage Threshold;

"**Neighbourhoods Safety Index**" means the AktivBo customer survey, which measures the perceived level of safety of the Group's tenants, as further described in the Sustainability-Linked Bond Framework;

"**Neighbourhoods Safety Index Condition**" means the condition that:

- (i) the SLB Progress Report and the Assurance Report relating to the Reference Year and (if applicable) the related Recalculation Assurance Report and SPO Provider Statement have been published by the Issuer in accordance with Condition 20 (*Notices*) by no later than the relevant Reporting End Date; and
- (ii) the Neighbourhoods Safety Index Percentage in respect of the Reference Year, as shown in the relevant SLB Progress Report referred to in paragraph (i) above, was equal to or greater than the Neighbourhoods Safety Index Percentage Threshold,

and if the requirements of paragraph(s) (i) and/or (ii) are not met, the Group shall be deemed to have failed to satisfy the Neighbourhoods Safety Index Condition;

a "**Neighbourhoods Safety Index Event**" (if specified as applicable in the applicable Final Terms) occurs if the Group fails to satisfy the Neighbourhoods Safety Index Condition;

"**Neighbourhoods Safety Index Event Step-Up Margin**" means the margin specified in the applicable Final Terms as being the Neighbourhoods Safety Index Event Step-Up Margin;

"**Neighbourhoods Safety Index Percentage**" means, in respect of any Relevant Year, the Group's score in the Neighbourhoods Safety Index for such year (expressed as a percentage and as further described in the Sustainability-Linked Bond Framework), as calculated in good faith by the Issuer, reported by the Issuer in the relevant SLB Progress Report and confirmed by the relevant External Verifier in the relevant Assurance Report, in accordance with Condition 20A (*Available Information*);

"**Neighbourhoods Safety Index Percentage Threshold**" means the threshold (expressed as a percentage) specified in the applicable Final Terms as being the Neighbourhoods Safety Index Percentage Threshold;

**"Recalculation Assurance Report"** has the meaning given to it in Condition 20A (*Available Information*);

**"Reference Year"** means the calendar year specified in the applicable Final Terms as being the Reference Year;

**"Relevant Year"** means a year commencing on 1 January and ending on 31 December, beginning with the year in which the Issue Date of the Notes falls up to (and including) the Reference Year;

**"Reporting End Date"** means, in relation to any Relevant Year (including the Reference Year), the date falling 120 days after 31 December in such Relevant Year;

**"SLB Progress Report"** has the meaning given to it in Condition 20A (*Available Information*);

**"SPO Provider"** means Sustainalytics, or in the event that such second party opinion provider resigns or is otherwise replaced, such other independent institution with sustainability expertise that is appointed by the Issuer;

**"SPO Provider Statement"** has the meaning given to it in Condition 20A (*Available Information*);

**"SPT(s)"** means the Energy Consumption Percentage Threshold, the Miljöbyggnad Certification Percentage Threshold, the Neighbourhoods Safety Index Percentage Threshold and/or the Supplier Code of Conduct Percentage Threshold, as applicable;

**"Step-Up Margin"** means the aggregate of:

- (i) where Energy Consumption Event is specified as applicable in the applicable Final Terms and an Energy Consumption Event has occurred, the Energy Consumption Event Step-Up Margin;
- (ii) where Neighbourhoods Safety Index Event is specified as applicable in the applicable Final Terms and a Neighbourhoods Safety Index Event has occurred, the Neighbourhoods Safety Index Event Step-Up Margin;
- (iii) where Miljöbyggnad Certification Event is specified as applicable in the applicable Final Terms and a Miljöbyggnad Certification Event has occurred, the Miljöbyggnad Certification Event Step-Up Margin; and
- (iv) where Supplier Code of Conduct Event is specified as applicable in the applicable Final Terms and a Supplier Code of Conduct Event has occurred, the Supplier Code of Conduct Event Step-Up Margin;

**"Supplier Code of Conduct Condition"** means the condition that:

- (i) the SLB Progress Report and the Assurance Report for the Reference Year and (if applicable) the related Recalculation Assurance Report and SPO Provider Statement have been published by the Issuer in accordance with Condition 20A (*Available Information*) by no later than the relevant Reporting End Date; and

- (ii) the Supplier Code of Conduct Percentage for the Reference Year, as shown in the relevant SLB Progress Report referred to in paragraph (i) above, was equal to or greater than the Supplier Code of Conduct Percentage Threshold,

and if the requirements of paragraph(s) (i) and/or (ii) are not met, the Group shall be deemed to have failed to satisfy the Supplier Code of Conduct Condition;

a "**Supplier Code of Conduct Event**" (if specified as applicable in the applicable Final Terms) occurs if the Group fails to satisfy the Supplier Code of Conduct Condition;

"**Supplier Code of Conduct Event Step-Up Margin**" means the margin specified in the applicable Final Terms as being the Supplier Code of Conduct Event Step-Up Margin;

"**Supplier Code of Conduct Percentage**" means, in respect of any Relevant Year, the proportion of Framework Agreement Suppliers that have as at 31 December of such Relevant Year (i) signed the Supplier Code of Conduct; and (ii) completed a self-led review, as further described in the Sustainability-Linked Bond Framework (expressed as a percentage and rounded to the nearest whole number, with 0.5 rounded upwards), as calculated in good faith by the Issuer, reported by the Issuer in the relevant SLB Progress Report and confirmed by the relevant External Verifier in the relevant Assurance Report, in accordance with Condition 20A (*Available Information*);

"**Supplier Code of Conduct Percentage Threshold**" means the threshold (expressed as a percentage) specified in the applicable Final Terms as being the Supplier Code of Conduct Products Percentage Threshold;

"**Supplier Code of Conduct**" means the Group's code of conduct, which is signed by its suppliers as confirmation that they (and any sub-contractors they engage with) will comply with the minimum standards set out in such code of conduct, as further described in the Sustainability-Linked Bond Framework;

"**Sustainability-Linked Bond Framework**" means the sustainability-linked bond framework published by the Issuer and available on the Issuer's website as at the Issue Date of the Notes; and

"**Sustainability-Linked Trigger Event**" means any or all of (i) the Energy Consumption Event; (ii) the Neighbourhoods Safety Index Event; (iii) the Supplier Code of Conduct Event; and/or (iv) the Miljöbyggnad Certification Event, as specified as applicable in the applicable Final Terms.

On page 51 of the Base Prospectus, the term "(the "**Change of Control Redemption Event**")" shall be inserted immediately after the words "redeem such Note on the Put Option Redemption Date at 100 per cent. of its principal amount" in the first paragraph of Condition 9(f).

On page 52 of the Base Prospectus, the following Condition shall be added as a new Condition 9(l):

- "(l) *Sustainability-Linked Redemption Premium*: This Condition 9(l) (*Sustainability-Linked Redemption Premium*) applies to Notes in respect of which the applicable Final Terms indicates that the Sustainability-Linked Redemption Premium is applicable ("**Sustainability-Linked Redemption Premium Notes**").

For such Sustainability-Linked Redemption Notes, following the occurrence of a Sustainability-Linked Trigger Event, the applicable Redemption Amount shall be increased by the Sustainability-Linked Redemption Premium (without double-

counting of any Sustainability-Linked Redemption Premium applied pursuant to Condition 9(c) (*Redemption at the option of the Issuer*). The applicable Final Terms shall specify whether one or more Sustainability-Linked Trigger Events shall apply in respect of each Series of Sustainability-Linked Redemption Notes.

The Issuer will cause the occurrence of a Sustainability-Linked Trigger Event to be notified to the Agent and, in accordance with Condition 20 (*Notices*), the Noteholders as soon as reasonably practicable after such occurrence and in no event later than the Reporting End Date relating to the Relevant Year.

One or more of the Energy Consumption Baseline, the KPIs and the SPTs may be recalculated in good faith by the Issuer in accordance with the Sustainability-Linked Bond Framework to reflect any significant change in: (i) the calculation methodology of the relevant KPI(s), (ii) any regulation which is relevant to the determination of the relevant KPI(s); (iii) data due to better data accessibility or discovery of data errors, or (iv) the perimeter of the Group as a result of any acquisition, amalgamation, demerger, merger, corporate reconstruction, divestiture or disposal, provided that any such recalculation has been (a) confirmed by the relevant External Verifier in a Recalculation Assurance Report; (b) confirmed by the SPO Provider in an SPO Provider Statement; and (c) published by the Issuer in a SLB Progress Report in accordance with Condition 20A (*Available Information*).

In this Condition:

**"Sustainability-Linked Redemption Premium"** means the aggregate of:

- (i) where Energy Consumption Event is specified as applicable in the applicable Final Terms and an Energy Consumption Event has occurred, the Energy Consumption Event Redemption Premium specified in the applicable Final Terms;
- (ii) where Miljöbyggnad Certification Event is specified as applicable in the applicable Final Terms and a Miljöbyggnad Certification Event has occurred, the Miljöbyggnad Certification Event Redemption Premium specified in the applicable Final Terms;
- (iii) where Neighbourhoods Safety Index Event is specified as applicable in the applicable Final Terms and a Neighbourhoods Safety Index Event has occurred, the Neighbourhoods Safety Index Event Redemption Premium specified in the applicable Final Terms; and
- (iv) where Supplier Code of Conduct Event is specified as applicable in the applicable Final Terms and a Supplier Code of Conduct Event has occurred, the Supplier Code of Conduct Event Redemption Premium specified in the applicable Final Terms.

For the avoidance of doubt, all capitalised terms used but not defined in this Condition 9(1) shall have the meanings given to them elsewhere in these Conditions."

On page 55 of the Base Prospectus, the term "(other than the reporting and verification obligations under Conditions 7A (*Step Up Option*), 9(l) (*Sustainability-Linked Redemption*) and 20A (*Available Information*))" shall be inserted immediately after the words " the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Notes" in Condition 14(b).

On page 59 of the Base Prospectus, the following Condition shall be added as a new Condition 20A:

**"20A. Available Information**

This Condition 20A applies only to Sustainability-Linked Step Up Notes and Sustainability-Linked Redemption Premium Notes (each "**Sustainability-Linked Notes**").

In respect of each Relevant Year, the Issuer will publish on its website and in accordance with applicable laws:

- (i) a report (the "**SLB Progress Report**") containing (A) the then current Energy Consumption Baseline and the Energy Consumption Percentage for the Relevant Year; (B) the Miljöbyggnad Certification Percentage for the Relevant Year; (C) the Neighbourhoods Safety Index Percentage for the Relevant Year; (D) the Supplier Code of Conduct Percentage for the Relevant Year; (E) if applicable, details of any recalculation by the Issuer of the Energy Consumption Baseline, any KPI(s) or SPT(s) as described in Conditions 7A (*Step Up Option*), 9(l) (*Sustainability-Linked Redemption*), in each case as may be applicable and corresponding to the relevant Sustainability-Linked Trigger Event(s) specified in the Final Terms for any Series of outstanding Sustainability-Linked Notes;
- (ii) one or more assurance report(s) issued by the External Verifier(s) (the "**Assurance Report(s)**") in respect of the Energy Consumption Percentage, the Miljöbyggnad Certification Percentage, the Neighbourhoods Safety Index Percentage or the Supplier Code of Conduct Percentage contained in the SLB Progress Report for the Relevant Year, in each case as may be applicable and corresponding to the relevant Sustainability-Linked Trigger Event(s) specified in the applicable Final Terms for any Series of outstanding Sustainability-Linked Notes; and
- (iii) following any recalculation of the Energy Consumption Baseline, any KPI(s) or SPT(s) by the Issuer in or relating to the Relevant Year, (A) an assurance report issued by the relevant External Verifier confirming such recalculation of the Energy Consumption Baseline, the relevant KPI(s) or SPT(s) (as applicable) (the "**Recalculation Assurance Report**") and (B) a statement issued by the SPO Provider confirming such recalculation of the Energy Consumption Baseline, the relevant KPI(s) or SPT(s) (as applicable) as being consistent with the Group's sustainability strategy and in line with the initial level of ambition of the relevant SPT(s) (the "**SPO Provider Statement**").

The Assurance Report(s), the SLB Progress Report and (if applicable) the Recalculation Assurance Report(s) and SPO Provider Statement(s) relating to any Relevant Year of the Issuer will be published no later than the Reporting End Date relating to such Relevant Year.

The Assurance Report(s), the SLB Progress Report and any Recalculation Assurance Report(s) and SPO Provider Statement(s) may be published as separate reports or included in the Issuer's Annual Report.

For the avoidance of doubt, any failure to comply with the provisions of this Condition 20A (*Available Information*) shall not constitute an Event of Default and shall be relevant only in respect of determining whether a Sustainability-Linked Trigger Event has occurred."

**7. USE OF PROCEEDS**

On page 82 of the Base Prospectus in the section entitled "Use of Proceeds", all references to "the Second Party Opinion" shall be deemed to be updated by references to "the Green Bonds Second Party Opinion".

## **8. GENERAL INFORMATION**

The paragraph "Significant/Material Change" on page 110 of the Base Prospectus shall be deemed updated as set out below:

"There has been no significant change in the financial performance or position of the Issuer and its subsidiaries since 31 December 2023 (being the date of its last published interim financial statements) and there has been no material adverse change in the prospects of the Issuer and its subsidiaries since 31 December 2022."