

## **2<sup>nd</sup> SUPPLEMENTARY PROSPECTUS DATED SEPTEMBER 24, 2013**



### **ROYAL BANK OF CANADA**

*(a Canadian chartered bank)*

#### **Structured Securities Base Prospectus**

#### **Pursuant to the Programme for the Issuance of Securities**

This Supplement (the “**Supplement**”) to the Prospectus dated June 24, 2013, as supplemented by the 1<sup>st</sup> Supplementary Prospectus dated September 6, 2013 (together, the “**Prospectus**”), which comprises a base prospectus under Article 5.4 of Directive 2003/71/EC as amended (which includes the amendments made by Directive 2010/73/EU to the extent that such amendments have been implemented in a relevant Member State of the European Economic Area) (the “**Prospectus Directive**”) for Royal Bank of Canada (“**RBC**” or the “**Issuer**”), constitutes a supplementary prospectus in respect of the base prospectus for RBC for purposes of Article 16 of the Prospectus Directive and is prepared in connection with the Programme for the Issuance of Securities established by Royal Bank of Canada.

Terms defined in the Prospectus have the same meaning when used in this Supplement. The Supplement is supplemental to, and shall be read in conjunction with, the Prospectus and any other supplements to the Prospectus issued by RBC.

RBC accepts responsibility for the information in this Supplement. To the best of the knowledge of RBC, having taken reasonable care to ensure that such is the case, 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.

The purpose of this Supplement is to include Finnish Notes and Finnish W& C Securities through Euroclear Finland in the Base Prospectus. Therefore the amendments shall be made to the Base Prospectus by virtue of this Prospectus Supplement as set out below.

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

Save as disclosed in this Supplement, no significant new factor, material mistake or inaccuracy relating to the information included in the Prospectus which is capable of affecting the assessment of Securities issued under the Programme has arisen or been noted, as the case may be, since the publication of the Prospectus.

**This Supplement has been approved by the Central Bank of Ireland as Irish competent authority under the Prospectus Directive. The Central Bank only approves this Supplement as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive.**

In circumstances where Article 16(2) of the Prospectus Directive apply, investors who have agreed to purchase or subscribe for securities before this Supplementary Prospectus is published have the right, exercisable before the end of the period of two working days beginning with the working day after the date on which this Supplementary Prospectus was published, to withdraw their acceptances. This right to withdraw will expire by close of business on 26 September 2013.

## AMENDMENTS FOR THE INCORPORATION OF FINNISH SECURITIES

Cover		
Sections and Pages	After the wording “ <i>Application will also be made for Reference Item Linked Securities (as defined herein) to be listed on the SIX Swiss Exchange Ltd. (the “SIX Swiss Exchange”) and admitted to trading on Scoach Switzerland Ltd. (“Scoach Switzerland”).</i> ” the following wording is added:	
1st page	<i>Finnish Notes and Finnish W&amp;C Securities (as defined herein), together the “Finnish Securities”, may be listed on the securities exchange operated by NASDAQ OMX Helsinki Ltd (the “NASDAQ OMX Helsinki Exchange”) once the Finnish Financial Supervisory Authority has been provided with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive. The NASDAQ OMX Helsinki Exchange is a regulated market for the purposes of the Markets in Financial Instruments Directive.</i>	
IMPORTANT INFORMATION		
Sections and pages	The wording in the Base Prospectus:	Shall be amended to:
Page -x	<b>the European Economic Area (including the United Kingdom, France, Italy, The Netherland and Sweden)</b>	<b>the European Economic Area (including the United Kingdom, Finland, France, Italy, The Netherlands and Sweden)</b>
RISK FACTORS		
Sections and Pages	The wording in the Base Prospectus:	Shall be amended to:
<i>Exercise Notices</i>  Page 57	In order to receive payment of any amount or, in the case of an Exempt W&C Security, delivery of any specified assets due under (i) an Exercisable Certificate or Warrant that is not automatically exercised, (ii) an automatically exercised Cash Settled W&C Security where Delivery of Exercise Notice is specified as applicable in the applicable Final Terms, or (iii) an automatically exercised Exempt W&C Security which is a Physical Delivery W&C Security, the relevant Holder will be required to deliver or send to the relevant clearing system or, for Swiss W&C Securities, the Swiss Programme and Paying Agent, in a manner acceptable to such clearing system or, as applicable the Swiss Programme and Paying Agent, a duly completed Exercise Notice, with a copy to the Issuer and, in respect of Securities other than Swiss W&C Securities, the Issuing and Paying Agent in accordance with the W&C Security Conditions.	In order to receive payment of any amount or, in the case of an Exempt W&C Security, delivery of any specified assets due under (i) an Exercisable Certificate or Warrant that is not automatically exercised, (ii) an automatically exercised Cash Settled W&C Security where Delivery of Exercise Notice is specified as applicable in the applicable Final Terms, or (iii) an automatically exercised Exempt W&C Security which is a Physical Delivery W&C Security, the relevant Holder will be required to deliver or send to the relevant clearing system or, for <u>Finnish W&amp;C Securities</u> <u>the Finnish Issuing and Paying Agent</u> <u>and</u> for Swiss W&C Securities, the <u>Swiss Programme and Paying Agent</u> , in a manner acceptable to such clearing system or, as applicable the <u>Finnish Issuing and Paying Agent</u> or <u>the Swiss Programme and Paying Agent</u> , a duly completed Exercise Notice, with a copy to the Issuer and, in respect of Securities other than

		Finnish W&C Securities or Swiss W&C Securities, the Issuing and Paying Agent in accordance with the W&C Security Conditions.
<b>FORM OF THE SECURITIES</b>		
Sections and Pages	The wording in the Base Prospectus:	Shall be amended to:
<b>Notes</b>  Page 103	The Notes of each Series will be in either (a) bearer form, with or without receipts, interest coupons and/or talons attached, (b) registered form, without receipts, interest coupons and/or talons attached or, (c) dematerialized and uncertificated book-entry form without receipts, interest coupons and/or talons attached settled in Euroclear Sweden (" <b>Swedish Notes</b> "). Bearer Notes will only be issued outside the United States.	The Notes of each Series will be in either (a) bearer form, with or without receipts, interest coupons and/or talons attached, (b) registered form, without receipts, interest coupons and/or talons attached or, (c) dematerialized and uncertificated book-entry form without receipts, interest coupons and/or talons attached settled in Euroclear Sweden (" <b>Swedish Notes</b> ") or Euroclear Finland (" <b>Finnish Notes</b> "), as applicable. Bearer Notes will only be issued outside the United States.
Sections and Pages	After the section with the heading <b>Swedish Notes</b> the following section is inserted:	
Page 106	<p><b>Finnish Notes</b></p> <p>Finnish Notes will be issued in dematerialized and uncertificated book-entry form in accordance with the Finnish Act on the Book-Entry System and Clearing Operations (Fin: <i>laki arvo-osuusjärjestelmästä ja selvitystoiminnasta (749/2012)</i>) and the Finnish Act on Book Entry Accounts (Fin: <i>laki arvo-osuustileistä (827/1991)</i>), other applicable Finnish legislation and the rules and regulations applicable to, and/or issued by, Euroclear Finland. Finnish Notes will not be issued in definitive form and Finnish Notes will not be exchangeable for Registered Notes or Bearer Notes or vice versa.</p> <p>Finnish Notes will be registered in the book-entry system maintained by Euroclear Finland on behalf of the Issuer (the "<b>Finnish Securities Register</b>") and payments of principal, interest or any other amounts on Finnish Notes will be made in Euroclear Finland on behalf of the Issuer to the persons registered as holders of such notes in the Finnish Securities Register on the Banking Day prior to the due date of the relevant payment.</p>	
Sections and Pages	The wording in the Base Prospectus:	Shall be amended to:
<b>W&amp;C Securities</b>  Page 107	Each tranche of W&C Securities will be initially issued in the form of a temporary global W&C Security in registered form (a " <b>Temporary Global W&amp;C Security</b> ") or, if so specified in the applicable Final Terms, a permanent global W&C Security in registered form (a " <b>Permanent Global W&amp;C Security</b> ") and, together with the Temporary Global W&C Security, the " <b>Global W&amp;C Securities</b> " and each a " <b>Global W&amp;C Security</b> ") which, in either case, will be deposited with a common depository for Euroclear and Clearstream, Luxembourg and will be registered in its name.	Each tranche of W&C Securities ( <u>other than Finnish W&amp;C Securities</u> ) will be initially issued in the form of a temporary global W&C Security in registered form (a " <b>Temporary Global W&amp;C Security</b> ") or, if so specified in the applicable Final Terms, a permanent global W&C Security in registered form (a " <b>Permanent Global W&amp;C Security</b> ") and, together with the Temporary Global W&C Security, the " <b>Global W&amp;C Securities</b> " and each a " <b>Global W&amp;C Security</b> ") which, in either case, will be deposited with a common depository for Euroclear and Clearstream, Luxembourg and will be

		registered in its name.
Sections and Pages	After the section with the heading <b>W&amp;C Securities</b> the following section is inserted:	
Page 108	<p><b>Finnish W&amp;C Securities</b></p> <p>Finnish warrants and certificates (each a “<b>Finnish Warrant</b>” and a “<b>Finnish Certificate</b>”, and together the “<b>Finnish W&amp;C Securities</b>”) will be issued in dematerialized and uncertificated book-entry form in accordance with the Finnish Act on the Book-Entry System and Clearing Operations (Fin: <i>laki arvo-osuusjärjestelmästä ja selvitystoiminnasta (749/2012)</i>) and the Finnish Act on Book Entry Accounts (Fin: <i>laki arvo-osuustileistä (827/1991)</i>), other applicable Finnish legislation and the rules and regulations applicable to, and/or issued by, Euroclear Finland. Subject to any applicable laws, Finnish W&amp;C Securities will not be issued in definitive form.</p> <p>Finnish W&amp;C Securities will be registered in the book-entry system maintained in Euroclear Finland on behalf of the Issuer (the “<b>Finnish Securities Register</b>”) and payments of principal, interest or any other amounts on Finnish W&amp;C Securities will be made by Euroclear Finland on behalf of the Issuer to the persons registered as holders of such securities in the Finnish Securities Register on the fifth Business Day (or in accordance with the rules and procedures applied by Euroclear Finland from time to time) prior to the due date of the relevant payment.</p>	
Sections and Pages	The wording in the Base Prospectus:	Shall be amended to:
General Page 110	Any reference herein to Euroclear and/or Clearstream, Luxembourg, SIX SIS or Euroclear Sweden shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or, in the case of Exempt Securities, as may otherwise be approved by the Issuer and the Issuing and Paying Agent.	Any reference herein to Euroclear and/or Clearstream, Luxembourg, SIX SIS, Euroclear Sweden or Euroclear Finland shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or, in the case of Exempt Securities, as may otherwise be approved by the Issuer and the Issuing and Paying Agent.
<b>TERMS AND CONDITIONS OF THE NOTES</b>		
Sections and Pages	The wording in the Base Prospectus:	Shall be amended to:
Page 111	The Notes (other than Swedish Notes and Swiss Notes (each as defined below)) [...]	The Notes (other than Swedish Notes, <u>Finnish Notes</u> and Swiss Notes (each as defined below)) [...]
Sections and Pages	After the wording “(the “ <b>SFIA Act</b> )”.” the following sentence is inserted:	
Page 111	The issuance of Finnish Notes is governed by a Finnish master issuing and paying agency agreement dated September 23, 2013 (as further amended, supplemented, restated or replaced, the “ <b>Finnish Issuing and Paying Agent Agreement</b> ”) and made between the Issuer and Nordea Bank Finland plc (the “ <b>Finnish Issuing and Paying Agent</b> ”, which expression shall include any successor to Nordea Bank Finland plc in its capacity as such provided that such successor is duly authorised under the Finnish Act on the Book-Entry System and Clearing Operations (Fin: <i>laki arvo-osuusjärjestelmästä ja selvitystoiminnasta (749/2012)</i> )).	

Sections and Pages	The wording in the Base Prospectus:	Shall be amended to:
Page 111	Any references in the Terms and Conditions of the Notes to "Issue and Paying Agency Agreement" shall be deemed to include, where the context so admits, reference to the Swedish Notes Issuing and Paying Agent Agreement.	Any references in the Terms and Conditions of the Notes to "Issue and Paying Agency Agreement" shall be deemed to include, where the context so admits, reference to the Swedish Notes Issuing and Paying Agent Agreement <u>or the Finnish Issuing and Paying Agent Agreement, as applicable. A copy of the Finnish Issuing and Paying Agent Agreement (excluding the Finland Country Appendix) is available for inspection during normal business hours at the office of the Issuer.</u>
Sections and Pages	After the sentence "The original of the Swedish Deed of Covenant is held by the Issuing and Paying Agent." the following sentences are added:	
Page 112	The holders of Finnish Notes are entitled to the benefit of the Deed of Covenant (the " <b>Finnish Deed of Covenant</b> " as amended, supplemented, restated or replaced from time to time) dated September 23, 2013 and made by the Issuer. The original of the Finnish Deed of Covenant is held by the Issuing and Paying Agent.	
Sections and Pages	The wording in the Base Prospectus:	Shall be amended to:
Page 112	Copies of the Issue and Paying Agency Agreement, the Deed of Covenant and the Swedish Deed of Covenant are available for inspection during normal business hours at the specified office of each of the Paying Agents, including, in respect of the Swiss Notes, the Swiss Programme and Paying Agent, and the Registrar.	Copies of the Issue and Paying Agency Agreement, the Deed of Covenant and the Swedish Deed of Covenant <u>or the Finnish Deed of Covenant</u> are available for inspection during normal business hours at the specified office of each of the Paying Agents <u>(other than the Finnish Issuing and Paying Agent)</u> , including, in respect of the Swiss Notes, the Swiss Programme and Paying Agent, and the Registrar.
Sections and Pages	After item "(d) any Swedish Note;" the following wording is added:	
Page 113	; and  (e) any Finnish Note.	
Sections and Pages	The wording in the Base Prospectus:	Shall be amended to:
<b>1. Form and Denomination</b>  Page 113	<b>1.01</b> Notes are issued in either (subject as provided in Condition 1.05 below) (a) bearer form (" <b>Bearer Notes</b> ") (b) registered form (" <b>Registered Notes</b> ") or (c) dematerialised uncertificated book-entry form settled in Euroclear Sweden AB (" <b>Swedish Notes</b> "), as specified in the applicable Issue Terms and, with the exception of Swedish Notes, are serially numbered. Registered Notes and Swedish Notes will not be exchangeable for Bearer Notes.	Notes are issued in either (subject as provided in Condition 1.05 below) (a) bearer form (" <b>Bearer Notes</b> ") (b) registered form (" <b>Registered Notes</b> ") or (c) dematerialised uncertificated book-entry form settled in <u>either Euroclear Sweden AB ("<b>Swedish Notes</b>") or Euroclear Finland Ltd ("<b>Finnish Notes</b>")</u> , as specified in the applicable Issue Terms and, with the exception of Swedish Notes <u>and Finnish Notes</u> , are serially numbered. Registered Notes, Swedish Notes <u>and Finnish Notes</u> will not be exchangeable

		for Bearer Notes.
Sections and Pages	After the sentence “The applicable Issue Terms will specify whether the Issuer shall have access to the register of creditors (Sw. <i>skuldboken</i> ) in respect of the Swedish Notes.” the following passage is added:	
Page 115	<p>Finnish Notes are being issued in uncertificated and dematerialised book-entry form in accordance with the Finnish Act on the Book-Entry System and Clearing Operations and the Finnish Act on Book Entry Accounts. No global or definitive Finnish Notes will be issued and these Conditions shall be construed accordingly. The Finnish Notes will be transferable only in accordance with the provisions of the Finnish Act on the Book-Entry System and Clearing Operations and the Finnish Act on Book Entry Accounts, other applicable Finnish legislation and the rules and regulations applicable to, and/or issued by, Euroclear Finland Ltd (“<b>Euroclear Finland</b>”).</p> <p>The Issuer and the Finnish Issuing and Paying Agent shall be entitled to obtain extracts from the book-entry registers of Euroclear Finland in respect of the Finnish Notes.</p>	
Sections and Pages	After the section “ <b>Denomination of Swedish Notes</b> ” the following section is added:	
Page 118	<p><b>Denomination of Finnish Notes</b></p> <p><b>1.11b</b> Finnish Notes are in the Specified Denominations specified in the applicable Issue Terms.</p>	
Sections and Pages	After Section <b>2.02a</b> a new section is added:	
<b>2. Title and Transfer</b> Page 119	<p><b>2.02b</b> The person appearing in the book-entry register maintained by Euroclear Finland on behalf of the Issuer (the “<b>Finnish Securities Register</b>”) will be treated as the holder of the relevant Finnish Notes and title to the Finnish Notes passes only by registration in the Finnish Securities Register. References to the “<b>Holders</b>” of Finnish Notes are to the persons in whose names such Finnish Notes are registered in the Finnish Securities Register, including nominee account holders (Fin: <i>hallintarekisteröinnin hoitaja</i>) as the case may be.</p>	
Sections and Pages	The wording in the Base Prospectus:	Shall be amended to:
<b>2. Title and Transfer</b> <b>2.03</b> Page 119	The Holder of any Bearer Note, Coupon, Registered Note or Swedish Note will for all purposes of the Issue and Paying Agency Agreement and the Swedish Notes Issuing and Paying Agent (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner 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.	The Holder of any Bearer Note, Coupon, Registered Note, Swedish Note <u>or Finnish Note</u> will for all purposes of the Issue and Paying Agency Agreement, the Swedish Notes Issuing and Paying Agent <u>Agreement and the Finnish Issuing and Paying Agent Agreement</u> (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner 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.

Sections and Pages	The wording in the Base Prospectus:	Shall be amended to:
<b>Partial Redemption</b>  <b>5.05</b>  Page 136	- in the case of Registered Notes and Swedish Notes, the Notes shall be redeemed (so far as may be practicable) pro rata to their principal amounts, provided always that the amount redeemed in respect of each Note shall be equal to the minimum Specified Denomination thereof or an integral multiple thereof, and	- in the case of Registered Notes, and Swedish Notes <u>and Finnish Notes</u> , the Notes shall be redeemed (so far as may be practicable) pro rata to their principal amounts, provided always that the amount redeemed in respect of each Note shall be equal to the minimum Specified Denomination thereof or an integral multiple thereof, and
Sections and Pages	After the section <b>Payments - Swiss Definitive Notes</b> the following section is added:	
Page 228	<b>Payments – Finnish Notes</b>  <b>18.11d</b> Payments in respect of Finnish Notes will be made on the due date for payments to the persons registered as Holders in the Finnish Securities Register on the Banking Day (or in accordance with the rules and procedures applied by Euroclear Finland from time to time), prior to the due date for such payment. If the date for payment of any amount in respect of Finnish Notes is not a Payment Date, the holder thereof shall not be entitled to payment until the next following Payment Date and shall not be entitled to interest or other payment in respect of such delay.	
Sections and Pages	The wording in the Base Prospectus:	Shall be amended to:
<b>Payments - Generals Provisions</b>  <b>18.14</b>  Page 228	Save as otherwise specified in these Conditions, Conditions 18.15 to 18.18 are applicable in relation to Bearer Notes, Registered Notes and Swedish Notes.	Save as otherwise specified in these Conditions, Conditions 18.15 to 18.18 are applicable in relation to Bearer Notes, Registered Notes, and Swedish Notes <u>and Finnish Notes</u> .
<b>18.15</b>  Page 229	<p>Payments of amounts due (whether principal, interest or otherwise) in respect of Notes (other than Swedish Notes) will be made in the currency in which such amount is due (a) by cheque or (b) at the option of the payee, by transfer to an account denominated in the relevant currency (or in the case of euro, an account to which euro may be credited or transferred) specified by the payee. [...]</p> <p>Payments of amounts due (whether principal, interest or otherwise) in respect of Swedish Notes will be made in accordance with Condition 18.11a in the currency in which such amount is due by transfer to an account denominated in the relevant currency (or in the case of euro, an account to which euro may be credited or transferred) specified by the payee.</p>	<p>Payments of amounts due (whether principal, interest or otherwise) in respect of Notes (other than Swedish Notes <u>or Finnish Notes</u>) will be made in the currency in which such amount is due (a) by cheque or (b) at the option of the payee, by transfer to an account denominated in the relevant currency (or in the case of euro, an account to which euro may be credited or transferred) specified by the payee. [...]</p> <p>Payments of amounts due (whether principal, interest or otherwise) in respect of Swedish Notes will be made in accordance with Condition 18.11a <u>and in respect of Finnish Notes in accordance with Condition 18.11d</u> in the currency in which such amount is due by transfer to an account denominated in the relevant currency (or in the case of euro, an account to which euro may be credited or transferred) specified by the payee.</p>

18.7 Page 229	For the purposes of these Conditions (other than with respect to payments to be made on Swedish Notes) <b>“Payment Date”</b> means:	For the purposes of these Conditions (other than with respect to payments to be made on Swedish Notes <u>or Finnish Notes</u> ) <b>“Payment Date”</b> means:
18.17 a Page 230	In relation to payments to be made on Swedish Notes, for the purposes of these Conditions, <b>“Payment Date”</b> means any day (other than a Saturday or a Sunday) on which commercial banks are generally open for business (including dealings in foreign exchange and foreign currency deposits) in Stockholm.	In relation to payments to be made on Swedish Notes <u>and Finnish Notes</u> , for the purposes of these Conditions, <b>“Payment Date”</b> means any day (other than a Saturday or a Sunday) on which commercial banks are generally open for business (including dealings in foreign exchange and foreign currency deposits) in Stockholm or <u>Helsinki</u> , respectively.
Sections and Pages	After subsection <b>19.04</b> the following section is added:	
19. Prescription Page 231	<p><b>19.05</b> In relation to Finnish Notes, the Issuer’s obligation to pay an amount of principal or interest in respect of such Notes will cease if a claim for payment of such principal or interest is not made within three years after the Relevant Date.</p> <p>For the purposes of this Condition 19.05, <b>“Relevant Date”</b> means the date on which such payment first becomes due, or such later date on which an interruption of the period of limitation (Fin. <i>vanhentumisen katkaiseminen</i>) is made in accordance with the Finnish Limitations Act (Fin. <i>laki velan vanhentumisesta (728/2003)</i>).</p>	
Sections and Pages	After subsection <b>20.01b</b> the following section is added:	
20. The Paying Agents, the Registrar and the Calculation Agent Page 232	<b>20.01c</b> The Finnish Issuing and Paying Agent and its initial specified offices are specified below. The Issuer reserves the right at any time to vary or terminate the appointment of the Finnish Issuing and Paying Agent provided that the Issuer shall at all times maintain a Finnish Issuing and Paying Agent authorised to act both as an account operator and issuer agent with Euroclear Finland. Notice of all changes in the identity or specified offices of the Finnish Issuing and Paying Agent will be given promptly by the Issuer to the Holders in accordance with Condition 23.06.	
Sections and Pages	The wording in the Base Prospectus:	Shall be amended to:
21. Replacement of Notes (other than Swedish Notes) Page 232	<p><b>21. Replacement of Notes (other than Swedish Notes)</b></p> <p>If any Note (other than any Swedish Note), Receipt or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Issuing and Paying Agent or any Paying Agent (in the case of Bearer Notes and Coupons) or of the Registrar (in the case of Registered Notes) (the <b>“Replacement Agent”</b>), subject to all applicable laws and the requirements of any stock exchange on which the Notes are listed, upon payment by the claimant of all expenses incurred in connection with such replacement and upon such terms as to evidence, security, indemnity and otherwise as</p>	<p><b>21. Replacement of Notes (other than Swedish Notes <u>or Finnish Notes</u>)</b></p> <p>If any Note (other than any Swedish Note <u>or Finnish Note</u>), Receipt or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Issuing and Paying Agent or any Paying Agent (in the case of Bearer Notes and Coupons) or of the Registrar (in the case of Registered Notes) (the <b>“Replacement Agent”</b>), subject to all applicable laws and the requirements of any stock exchange on which the Notes are listed, upon payment by the claimant of all expenses incurred in connection with such replacement and upon such</p>

	the Issuer and the Replacement Agent may require. Mutilated or defaced Notes, Receipts and Coupons must be surrendered before replacements will be delivered therefor.	terms as to evidence, security, indemnity and otherwise as the Issuer and the Replacement Agent may require. Mutilated or defaced Notes, Receipts and Coupons must be surrendered before replacements will be delivered therefor.
<b>22. Meetings of Holders and Modification</b>  Page 232	The Issue and Paying Agency Agreement contains provisions for convening meetings of the Holders of Notes of any Series (other than Swedish Notes) to consider any matter affecting their interest, including (without limitation) the modification by Extraordinary Resolution (as defined in the Issue and Paying Agency Agreement) of these Conditions insofar as the same may apply to such Notes.	The Issue and Paying Agency Agreement contains provisions for convening meetings of the Holders of Notes of any Series (other than Swedish Notes or <u>Finnish Notes</u> ) to consider any matter affecting their interest, including (without limitation) the modification by Extraordinary Resolution (as defined in the Issue and Paying Agency Agreement) of these Conditions insofar as the same may apply to such Notes.
Sections and Pages	After section <b>22.a Meetings of Holders of Swedish Notes and Modification</b> the following section is added:	
Page 233	<p><b>22b. Meetings of Holders of Finnish Notes and Modification</b></p> <p>The Issuer may, and upon a request in writing by Holders of Notes holding not less than one-tenth of the Principal Amount of the Notes for the time being outstanding of any Series, convene meetings of the Holders of Finnish Notes of any Series to consider any matter affecting their interest, including (without limitation) the modification by Extraordinary Resolution of these Conditions. At least twenty-one but no more than sixty days notice, specifying the day, time and place of the meeting shall be given to the Holders of Finnish Notes of the relevant Series. The notice shall be delivered to the Holders of the Finnish Notes in accordance with Condition 23.06 below and a copy of the notice shall be given to the Finnish Issuing and Paying Agent and Euroclear Finland. The notice shall specify the terms of the resolutions to be proposed.</p> <p>Only persons being Holders of Finnish Notes on the fifth Business Day prior to the meeting according to the book-entry register maintained by Euroclear Finland shall be entitled to attend and vote at the meeting. A Holder of Finnish Notes may by an instrument in writing in the English language signed by the Holder and delivered to the Issuer not later than 48 hours prior to the time for which such meeting or adjourned meeting is convened, appoint any person (a "<b>proxy</b>") to attend and act on it or its behalf in connection with any meeting or proposed meeting of the Holders of Finnish Notes. The Finnish Issuing and Paying Agent, the Issuer, Euroclear Finland, any Dealer (in the circumstances permitted in the Dealership Agreement) and their respective financial and legal advisers shall be entitled to attend and speak at any meeting of the Holders of Finnish Notes.</p> <p>A person nominated in writing by the Issuer shall be entitled to take the chair at every meeting, but if no such nomination is made or if at any meeting the person nominated shall not be present within thirty minutes after the time appointed for the holding of such meeting, the Holders of Finnish Notes present may appoint another such person to be chairman.</p> <p>At any such meeting any two or more Holders of Finnish Notes of the relevant Series (or their proxies) present in person holding in the aggregate a clear majority in Principal Amount of the Finnish Notes of the Relevant Series for the time being outstanding shall form a quorum for the transaction of business, provided that at any meeting at which an Extraordinary Resolution is to be</p>	

proposed the quorum for such meeting shall be any two or more Holders of Finnish Notes of the relevant Series or their proxies, holding in the aggregate at least 75 per cent. in Principal Amount of the Finnish Notes of the relevant Series for the time being outstanding (a "**special quorum**") and no business (other than the choosing of a chairman) shall be transacted at any meeting unless the requisite quorum be present at the commencement of business. The expression "**Extraordinary Resolution**" in this Condition 22b means a resolution passed at a meeting of the Holders of Finnish Notes duly convened and held in accordance with the provisions contained herein by a majority consisting of not less than three-fourths of the votes cast thereon. In addition, either (i) a resolution in writing signed on behalf of the Holders of Finnish Notes of not less than 75 per cent. in principal amount of the Finnish Notes for the time being outstanding (whether such resolution in writing is contained in one document or several documents in the same form, each signed on behalf of one or more Holders of Finnish Notes) or (ii) consents given by way of electronic consents through the relevant clearing systems by or on behalf of Holders of Finnish Notes of not less than 75 per cent. in principal amount of the Finnish Notes for the time being outstanding will take effect as if it were an Extraordinary Resolution.

If within half an hour from the time appointed for any such meeting a quorum is not present the meeting shall, if convened upon the requisition of Holders of Finnish Notes, be dissolved. In any other case it shall stand adjourned for such period, not being less than fourteen days nor more than forty-two days, as may be decided by the chairman. At such adjourned meeting two or more Holders of Finnish Notes of the relevant Series (or their proxies), whatever the Principal Amount of the Finnish Notes so held or represented by them, shall form a quorum and shall have the power to pass any resolution and to decide upon all matters which could properly have been dealt with at the original meeting had a quorum been present at such meeting, provided that at any adjourned meeting at which an Extraordinary Resolution is to be proposed the quorum for such meeting shall be two or more Holders of Finnish Notes of the relevant Series (or their proxies) holding the aggregate at least 25 per cent. in Principal Amount of the Finnish Notes for the time being outstanding. At least ten days' notice of any meeting adjourned through want of a quorum shall be given in the same manner as of an original meeting and such notice shall state the quorum required at such adjourned meeting.

Every question submitted to a meeting shall be decided in the first instance by a show of hands and in case of equality of votes the chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes to which he may be entitled as a Holder of Finnish Notes or as a proxy.

At any meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or the Issuer or by any Holder(s) of Finnish Notes of the relevant Series (or their proxies) representing in the aggregate at least 2 per cent. of the Principal Amount of the Finnish Notes for the time being outstanding, a declaration by the chairman that a resolution has been carried or carried by a particular majority or lost or not carried by any particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. If at any meeting a poll is demanded, it shall be taken in such manner and (subject as hereinafter provided) either at once or after such an adjournment as the chairman directs and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded. Any poll demanded at any meeting on the election of a chairman or on any question of adjournment shall be taken at the meeting without adjournment.

At any such meeting (a) on a show of hands every person who is present in person and who is a Holder of Finnish Notes of the relevant Series or a proxy shall have one vote and (b) on a poll every person who is so present shall have

one vote in respect of each outstanding Principal Amount of the Finnish Notes equal to the minimum integral amount of the Specified Currency of such Series of Finnish Notes so produced or represented or in respect of which he is a proxy. Without prejudice to the obligations of the proxies named in any form of proxy, any person entitled to more than one vote need not use all its votes or cast all the votes to which he is entitled in the same way.

A meeting of the Holders of Finnish Notes shall, in respect of the Finnish Notes of the relevant Series only and insofar only as it affects the Finnish Notes of the relevant Series and subject to the provisions contained in the Terms and Conditions have the following powers exercisable by Extraordinary Resolution namely:

- (a) power to sanction any modification, abrogation, variation or compromise of, an arrangement in respect of, the rights of the Holders of Finnish Notes of the relevant Series or the Relevant Account Holders against the Issuer whether such rights shall arise under the Finnish Notes or otherwise;
- (b) power to sanction the exchange or substitution for the Finnish Notes of or the conversion of those Finnish Notes into other obligations or securities of the Issuer or any other body corporate formed or to be formed;
- (c) power to assent to any modification of the provisions contained in the Finnish Notes and the Terms and Conditions thereof;
- (d) power to waive or authorise any breach or proposed breach by the Issuer of its obligations under the Terms and Conditions or any act or omission which might otherwise constitute an event of default under the Terms and Conditions;
- (e) power to authorise Euroclear Finland or any other person to concur in and execute and do all such deeds, documents, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution;
- (f) power to give any authority, direction or sanction which under the Terms and Conditions is required to be given by Extraordinary Resolution; and
- (g) power to appoint any persons (whether Holders of Finnish Notes or not) as a committee or committees to represent the interests of the Holders of Finnish Notes and to confer upon such committee or committees any powers or discretions which such Holders of Finnish Notes could themselves exercise by Extraordinary Resolution;

provided, however, that no Extraordinary Resolution may without the consent of the Holder of each such Finnish note affected thereby: (i) amend the Maturity Date or other redemption date of the Finnish Notes, any date for payment of an Instalment Amount or any Interest Payment Date in respect of any Finnish Notes (ii) reduce or cancel the Outstanding Principal Amount or any Instalment Amount of, or any premium payable on redemption of, the Finnish Notes, (iii) reduce the Rates of Interest in respect of the Finnish Notes, Fixed Coupon Amounts or vary the manner in which the Rate(s) of Interest are to be determined, (iv) if a Minimum Rate of Interest and/or a Maximum Rate of Interest, Instalment Amount, or Redemption Amount is indicated in the Issue Terms, reduce any such minimum and/or maximum, (v) change any method of or basis for, calculating the Redemption Amount, including the method of or basis for, calculating the Amortised Face Amount, (vi) in the case of an Exempt Note subject to any applicable redenomination provisions specified in the Pricing Supplement, change the Specified Currency or Currencies of payment or

	<p>Specified Denomination of the Finnish Notes, (vii) modify the provisions concerning the quorum required at any meeting of Holders of Finnish Notes or the majority required to pass an Extraordinary Resolution or (viii) modify or eliminate any of items (i) through (vii), inclusive above unless passed at a meeting of the Holders of Finnish Notes (or at any adjournment thereof) at which a special quorum is present. An Extraordinary Resolution passed at any meeting of the Holders of Finnish Notes of any Series will be binding on all Holders of the Finnish Notes of such Series, whether or not they are present at the meeting.</p> <p>Minutes of all resolutions and proceedings at every meeting shall be made and duly entered in books to be from time to time provided for that purpose by the Issuer and any such minutes as aforesaid, if purporting to be signed by the chairman of the meeting at which such resolutions were passed or proceedings transacted or by the chairman of the next succeeding meeting of the Holders of Finnish Notes, shall be conclusive evidence of the matters therein contained and, until the contrary is proved, every such meeting in respect of the proceedings of which minutes have been made and signed as aforesaid shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted thereat to have been duly passed and transacted.</p> <p>Any Finnish Notes which have been purchased or are held by (or on behalf of) the Issuer or any subsidiary of the Issuer but which have not been cancelled shall, unless and until resold, be deemed not to be outstanding for the purposes of this Condition 22b.</p> <p>The Issuer may, with the consent of the Finnish Issuing and Paying Agent, but without the consent of the Holders of the Finnish Notes, make any modification to these Terms and Conditions (i) which is not materially prejudicial to the interests of the Holders of Finnish Notes, or (ii) to correct a manifest or proven error or an error that is of a formal, minor or technical nature, or to correct, cure or supplement any defective provision contained herein in respect of Finnish Notes. Subject as aforesaid, no other modification may be made to these Terms and Conditions except with the sanction of an Extraordinary Resolution adopted by the Holders.</p> <p>Save as provided therein, the Finnish Issuing and Paying Agent Agreement may be amended by agreement among the parties thereto and without the consent of any Holders of the Finnish Notes.</p>	
Sections and Pages	After subsection <b>23.05</b> the following section is added:	
<b>23. Notices</b>  Page 235	<p><b><i>In relation to Finnish Notes</i></b></p> <p><b>23.06</b> All notices regarding Finnish Notes will be deemed to be validly given if sent by mail to a Holder of Finnish Notes to the address registered for such Holder in the system of Euroclear Finland or in accordance with the legislation, rules and regulations applicable to, and/or issued by, Euroclear Finland. Any such notice shall be deemed to have been given, if sent by mail to the Holder, on the fourth Business Day following the day the notice was sent by mail.</p>	
Sections and Pages	The wording in the Base Prospectus:	Shall be amended to:
<b>29. Law and Jurisdiction</b>  <b>29.03</b>  Page 237	The Swedish Notes and any non-contractual obligations arising out of or in connection with them shall be governed by, and shall be construed in accordance with, English law.	The Swedish Notes <u>and Finnish Notes</u> and any non-contractual obligations arising out of or in connection with them shall be governed by, and shall be construed in accordance with, English law.

<b>FORM OF FINAL TERMS FOR NON-EXEMPT NOTES</b>		
Sections and Pages	After the wording "[Swedish Notes]" the following is inserted:	
<b>GENERAL PROVISIONS APPLICABLE TO THE NOTES</b>  Item 36  Page 288	[Finnish Notes]	
Sections and Pages	The wording in the Base Prospectus:	Shall be amended to:
Footnote §§  Page 289	English law may only be elected in the case of Notes issued on a non-syndicated basis. Swedish Notes are governed by English law.	English law may only be elected in the case of Notes issued on a non-syndicated basis. Swedish Notes <u>and Finnish Notes</u> are governed by English law.
<b>PART B - OTHER INFORMATION</b>  <b>12. OPERATIONAL INFORMATION</b>  Page 296	[Not Applicable/give name(s), address(es) and number(s)] [SIX SIS] [Euroclear Sweden]	[Not Applicable/give name(s), address(es) and number(s)] [SIX SIS] [Euroclear Sweden] [ <u>Euroclear Finland</u> ]
<b>FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES</b>		
Sections and Pages	After the wording "[Swedish Notes]" the following is inserted:	
<b>GENERAL PROVISIONS APPLICABLE TO THE NOTES</b>  Item 39  Page 334	[Finnish Notes]	
Sections and Pages	The wording in the Base Prospectus:	Shall be amended to:
Footnote 17  Page 335	In the footnote Nr.17:  English law may only be elected in the case of Notes issued on a non-syndicated basis. Swedish Notes are governed by English law.	Add as following:  English law may only be elected in the case of Notes issued on a non-syndicated basis. Swedish Notes <u>and Finnish Notes</u> are governed by English law.

<p><b>PART B - OTHER INFORMATION</b></p> <p><b>5. OPERATIONAL INFORMATION</b></p> <p>Page 338</p>		<p>[Not Applicable/give name(s), address(es) and number(s)] [SIX SIS] [Euroclear Sweden] [<u>Euroclear Finland</u>]</p>
<p><b>TERMS AND CONDITIONS OF THE W&amp;C SECURITIES</b></p>		
<p>Sections and Pages</p>	<p>The wording in the Base Prospectus:</p>	<p>Shall be amended to:</p>
<p>Page 345</p>	<p>The W&amp;C Securities (other than the Swiss W&amp;C Securities (as defined below)) are issued pursuant to and in accordance with an amended and restated issue and paying agency agreement dated June 24, 2013 (as further amended, supplemented, restated or replaced, the <b>“Issue and Paying Agency Agreement”</b>) [...]</p>	<p>The W&amp;C Securities (other than the <u>Finnish W&amp;C Securities and the Swiss W&amp;C Securities</u> (as defined below)) are issued pursuant to and in accordance with an amended and restated issue and paying agency agreement dated June 24, 2013 (as further amended, supplemented, restated or replaced, the <b>“Issue and Paying Agency Agreement”</b>) [...]</p>
<p>Sections and Pages</p>	<p>After the sentence “The expression <b>“Paying Agents”</b> as used herein shall include the Issuing and Paying Agent and any additional agents appointed in accordance with the Issue and Paying Agency Agreement either with respect to the Programme or with respect to a particular Series.” the following section is added:</p>	
<p>Page 345</p>	<p>The issuance of Finnish W&amp;C Securities is governed by a Finnish master issuing and paying agency agreement dated September 23, 2013 as further amended, supplemented, restated or replaced, the <b>“Finnish Issuing and Paying Agent Agreement”</b>) and made between the Issuer and Nordea Bank Finland plc (the <b>“Finnish Issuing and Paying Agent”</b>, which expression shall include any successor to Nordea Bank Finland plc in its capacity as such provided that such successor is duly authorised under the Finnish Act on the Book-Entry System and Clearing Operations (Fin: <i>laki arvo-osuusjärjestelmästä ja selvitystoiminnasta (749/2012)</i>). Any references in the Terms and Conditions of the W&amp;C Securities to “Issue and Paying Agency Agreement” shall be deemed to include, where the context so admits, reference to the Finnish Issuing and Paying Agent Agreement. A copy of the Finnish Issuing and Paying Agent Agreement (excluding the Finland Country Appendix) is available for inspection during normal business hours at the office of the Issuer.</p>	
<p>Sections and Pages</p>	<p>The wording in the Base Prospectus:</p>	<p>Shall be amended to:</p>
<p>Page 345</p>	<p>The Holders of W&amp;C Securities governed by English law (including Swiss W&amp;C Securities) are entitled to the benefit of the Deed of Covenant (as amended, supplemented, restated or replaced from time to time) (the <b>“Deed of Covenant”</b> dated June 24, 2013 and made by the Issuer. The original Deed of Covenant is held by a common depositary for the Clearing Systems (as defined below). Copies of</p>	<p>The Holders of W&amp;C Securities governed by English law (including Swiss W&amp;C Securities but excluding Finnish W&amp;C Securities) are entitled to the benefit of the Deed of Covenant (as amended, supplemented, restated or replaced from time to time) (the <b>“Deed of Covenant”</b> dated June 24, 2013 and made by the Issuer. The original Deed of Covenant is held by a common depositary for the Clearing</p>

	<p>the Issue and Paying Agency Agreement and the Deed of Covenant are available for inspection during normal business hours at the specified office of the Issuing and Paying Agent or, in the case of the Swiss W&amp;C Securities, the Swiss Programme and Paying Agent. All persons from time to time entitled to the benefit of obligations under the W&amp;C Securities shall be deemed to have notice of, and shall be bound by, all of the provisions of the Issue and Paying Agency Agreement insofar as they relate to the W&amp;C Securities.</p>	<p>Systems (as defined below). <u>The holders of Finnish W&amp;C Securities are entitled to the benefit of the Deed of Covenant (the "Finnish Deed of Covenant" as amended, supplemented, restated or replaced from time to time) dated September 23, 2013 and made by the Issuer.</u> Copies of the Issue and Paying Agency Agreement, the Deed of Covenant and the <u>Finnish Deed of Covenant</u> are available for inspection during normal business hours at the specified office of the Issuing and Paying Agent or, in the case of the Swiss W&amp;C Securities, the Swiss Programme and Paying Agent. All persons from time to time entitled to the benefit of obligations under the W&amp;C Securities shall be deemed to have notice of, and shall be bound by, all of the provisions of the Issue and Paying Agency Agreement insofar as they relate to the W&amp;C Securities.</p>
Sections and Pages	The wording in the Base Prospectus:	Shall be amended to:
<p><b>1. Form, Type, Title and Transfer</b></p> <p><i>Type</i></p> <p><b>1.01</b></p> <p>Page 347</p>	<p>An Exempt W&amp;C Security may be a Cash Settled W&amp;C Security or a Physical Delivery W&amp;C Security (as defined below).</p>	<p>An Exempt W&amp;C Security may be a Cash Settled W&amp;C Security or a Physical Delivery W&amp;C Security (as defined below). <u>Finnish W&amp;C Securities shall always be Cash Settled W&amp;C Securities.</u></p>
Sections and Pages	After the first sentence of section <b>1.02</b> the following wording is added:	
<p><b>1. Form, Type, Title and Transfer</b></p> <p><i>Type</i></p> <p><b>1.02</b></p> <p>Page 347</p>	<p>Finnish W&amp;C Securities shall always be Cash Settled W&amp;C Securities.</p>	
Sections and Pages	After section <b>1.04</b> the following section is inserted:	
<p><b>1. Form, Type, Title and Transfer</b></p> <p><i>Type</i></p> <p>Page 349</p>	<p><b>1.04a</b> Finnish W&amp;C Securities will be issued in uncertificated and dematerialised book-entry form in accordance with the Finnish Act on the Book-Entry System and Clearing Operations and the Finnish Act on Book Entry Accounts. No Global W&amp;C Securities will be issued and these Conditions shall be construed accordingly. The Finnish W&amp;C Securities will be transferable only in accordance with the provisions of the Finnish Act on the Book-Entry System and Clearing Operations and the Finnish Act on Book Entry Accounts, other applicable Finnish legislation and the rules and regulations applicable to, and/or issued by, Euroclear Finland Ltd ("<b>Euroclear Finland</b>"). Subject to any applicable laws, Finnish W&amp;C Securities will not be issued in definitive form.</p> <p>The Issuer and the Finnish Issuing and Paying Agent shall be entitled to obtain</p>	

	extracts from the book-entry registers of Euroclear Finland in respect of the Finnish W&C Securities.	
Sections and Pages	In section <b>1.06</b> after the sentence “Accordingly, reference to the “Holders” of Intermediated Securities herein means any person recognised as a holder of the Intermediated Securities pursuant to the Rules.” the following wording is added:	
<b>1. Form, Type, Title and Transfer</b>  <b>Title to W&amp;C Securities</b>  Page 350	The person appearing in the book-entry register maintained by Euroclear Finland on behalf of the Issuer (the “ <b>Finnish Securities Register</b> ”) will be treated as the holder of the relevant Finnish W&C Securities and references to the “ <b>Holders</b> ” of Finnish W&C Securities are to the persons in whose names such Finnish W&C Securities are registered in the Finnish Securities Register, including nominee account holders (Fin: <i>hallintarekisteröinnin hoitaja</i> ) as the case may be. The Holder of any Finnish W&C Securities will for all purposes of the Finnish Issuing and Paying Agent Agreement (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner 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. Payments in respect of Finnish W&C Securities will be made on the due date for payments to the persons registered as Holders in the Finnish Securities Register on the fifth (5) Business Day (or in accordance with the rules and procedures applied by Euroclear Finland from time to time), prior to the due date for such payment.	
Sections and Pages	The wording in the Base Prospectus:	Shall be amended to:
Page 352	“ <b>Clearing System</b> ” means Euroclear and/or Clearstream, Luxembourg or SIS SIX or such further or alternative clearing system approved by the Issuer and the Issuing and Paying Agent as specified in the applicable Issue Terms.	“ <b>Clearing System</b> ” means Euroclear and/or Clearstream, Luxembourg, <u>Euroclear Finland</u> or SIS SIX or such further or alternative clearing system approved by the Issuer and the Issuing and Paying Agent as specified in the applicable Issue Terms.
Sections and Pages	After “ <b>Euroclear</b> ” means Euroclear Bank S.A./N.V.” the following wording is added:	
<b>3. Definitions</b>  <b>3.01</b>  Page 352	“ <b>Euroclear Finland</b> ” means Euroclear Finland Ltd	
Sections and Pages	After section <b>9.01a</b> the following section is inserted:	
<b>9. The Issuing and Paying Agent, Calculation Agent, Paying Agents, Determinations, Modifications and Meeting Provisions</b>  Page 361	<b>9.01b</b> The Finnish Issuing and Paying Agent and its initial specified offices are specified below. The Issuer reserves the right at any time to vary or terminate the appointment of the Finnish Issuing and Paying Agent provided that the Issuer shall at all times maintain a Finnish Issuing and Paying Agent authorised to act both as an account operator and issuer agent with Euroclear Finland. Notice of all changes in the identity or specified offices of the Finnish Issuing and Paying Agent will be given promptly by the Issuer to the Holders in accordance with Condition 10.	

Sections and Pages	After section <b>9.05</b> the following sections is inserted:
<p data-bbox="289 203 459 281"><b>Modifications and Meetings Provisions</b></p> <p data-bbox="289 310 402 338">Page 363</p>	<p data-bbox="483 212 1385 520"><b>9.06</b> The Issuer may, and upon a request in writing by Holders of Finnish W&amp;C Securities holding not less than one-tenth by number of the Finnish W&amp;C Securities for the time being outstanding of any Series, convene meetings of the Holders of Finnish W&amp;C Securities to consider any matter affecting their interest, including (without limitation) the modification by Extraordinary Resolution of these Conditions. At least twenty-one but no more than sixty days notice, specifying the day, time and place of the meeting shall be given to the Holders of Finnish W&amp;C Securities. The notice shall be delivered to the Holders of the Finnish W&amp;C Securities in accordance with Condition 10 below and a copy of the notice shall be given to Euroclear Finland. The notice shall specify the terms of the resolutions to be proposed.</p> <p data-bbox="483 550 1385 892">Only persons being Holders of Finnish W&amp;C Securities of the relevant Series on the fifth Business Day prior to the meeting according to the book-entry register maintained by Euroclear Finland shall be entitled to attend and vote at the meeting. A Holder of Finnish W&amp;C Securities may by an instrument in writing in the English language signed by the Holder and delivered to the Issuer not later than 48 hours prior to the time for which such meeting or adjourned meeting is convened, appoint any person (a "<b>proxy</b>") to attend and act on it or its behalf in connection with any meeting or proposed meeting of the Holders of Finnish W&amp;C Securities. The Finnish Issuing and Paying Agent, the Issuer, Euroclear Finland, any Dealer (in the circumstances permitted in the Dealership Agreement) and their respective financial and legal advisers shall be entitled to attend and speak at any meeting of the Holders of Finnish W&amp;C Securities.</p> <p data-bbox="483 921 1385 1060">A person nominated in writing by the Issuer shall be entitled to take the chair at every meeting, but if no such nomination is made or if at any meeting the person nominated shall not be present within thirty minutes after the time appointed for the holding of such meeting, the Holders of Finnish W&amp;C Securities present may appoint another such person to be chairman.</p> <p data-bbox="483 1089 1385 1745">At any such meeting any two or more Holders of Finnish W&amp;C Securities (or their proxies) present in person holding in the aggregate a clear majority of the Finnish W&amp;C Securities of the relevant Series for the time being outstanding shall form a quorum for the transaction of business, provided that at any meeting at which an Extraordinary Resolution is to be proposed the quorum for such meeting shall be any two or more Holders of the relevant Finnish W&amp;C Securities or their proxies, holding in the aggregate at least 75 per cent. of the relevant Finnish W&amp;C Securities for the time being outstanding (a "<b>special quorum</b>") and no business (other than the choosing of a chairman) shall be transacted at any meeting unless the requisite quorum be present at the commencement of business. The expression "<b>Extraordinary Resolution</b>" in this Condition 9.06 means a resolution passed at a meeting of the Holders of Finnish W&amp;C Securities duly convened and held in accordance with the provisions contained herein by a majority consisting of not less than three-fourths of the votes cast thereon. In addition, either (i) a resolution in writing signed on behalf of the Holders of Finnish W&amp;C Securities of not less than 75 per cent. of the Finnish W&amp;C Securities for the time being outstanding (whether such resolution in writing is contained in one document or several documents in the same form, each signed on behalf of one or more Holders of Finnish W&amp;C Securities) or (ii) consents given by way of electronic consents through the relevant clearing systems by or on behalf of Holders of W&amp;C Securities of not less than 75 per cent. of the Finnish W&amp;C Securities for the time being outstanding will take effect as if it were an Extraordinary Resolution.</p> <p data-bbox="483 1774 1385 1938">If within half an hour from the time appointed for any such meeting a quorum is not present the meeting shall, if convened upon the requisition of Holders of Finnish W&amp;C Securities, be dissolved. In any other case it shall stand adjourned for such period, not being less than fourteen days nor more than forty-two days, as may be decided by the chairman. At such adjourned meeting two or more Holders of Finnish W&amp;C Securities (or their proxies), irrespective of the amount</p>

of Finnish W&C Securities so held or represented by them, shall form a quorum and shall have the power to pass any resolution and to decide upon all matters which could properly have been dealt with at the original meeting had a quorum been present at such meeting, provided that at any adjourned meeting at which an Extraordinary Resolution is to be proposed the quorum for such meeting shall be two or more Holders of Finnish W&C Securities of the relevant Series (or their proxies) holding the aggregate at least 25 per cent. of the Finnish W&C Securities for the time being outstanding. At least ten days' notice of any meeting adjourned through want of a quorum shall be given in the same manner as of an original meeting and such notice shall state the quorum required at such adjourned meeting.

Every question submitted to a meeting shall be decided in the first instance by a show of hands and in case of equality of votes the chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes to which he may be entitled as a Holder of Finnish W&C Securities or as a proxy.

At any meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or the Issuer or by any Holder(s) of Finnish W&C Securities of the relevant Series (or their proxies) representing in the aggregate at least 2 per cent. of the Finnish W&C Securities for the time being outstanding, a declaration by the chairman that a resolution has been carried or carried by a particular majority or lost or not carried by any particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. If at any meeting a poll is demanded, it shall be taken in such manner and (subject as hereinafter provided) either at once or after such an adjournment as the chairman directs and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded. Any poll demanded at any meeting on the election of a chairman or on any question of adjournment shall be taken at the meeting without adjournment.

At any such meeting (a) on a show of hands every person who is present in person and who is a Holder of Finnish W&C Securities of the relevant Series or a proxy shall have one vote and (b) on a poll every person who is so present shall have one vote in respect of each outstanding Finnish W&C Security equal to the minimum integral amount of the Specified Currency of such Series of Finnish W&C Securities so produced or represented or in respect of which he is a proxy. Without prejudice to the obligations of the proxies named in any form of proxy, any person entitled to more than one vote need not use all its votes or cast all the votes to which he is entitled in the same way.

A meeting of the Holders of Finnish W&C Securities shall, in respect of the Finnish W&C Securities of the relevant Series only and insofar only as it affects the Finnish W&C Securities of the relevant Series and subject to the provisions contained in the Terms and Conditions have the following powers exercisable by Extraordinary Resolution namely:

- (a) power to sanction any modification, abrogation, variation or compromise of, an arrangement in respect of, the rights of the Holders of Finnish W&C Securities of the relevant Series or the Relevant Account Holders against the Issuer whether such rights shall arise under the Finnish W&C Securities or otherwise;
- (b) power to sanction the exchange or substitution for the Finnish W&C Securities of or the conversion of those Finnish W&C Securities into other obligations or securities of the Issuer or any other body corporate formed or to be formed;
- (c) power to assent to any modification of the provisions

contained in the Finnish W&C Securities and the Terms and Conditions thereof;

- (d) power to waive or authorise any breach or proposed breach by the Issuer of its obligations under the Terms and Conditions or any act or omission which might otherwise constitute an event of default under the Terms and Conditions;
- (e) power to authorise Euroclear Finland or any other person to concur in and execute and do all such deeds, documents, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution;
- (f) power to give any authority, direction or sanction which under the Terms and Conditions is required to be given by Extraordinary Resolution; and
- (g) power to appoint any persons (whether Holders of Finnish W&C Securities or not) as a committee or committees to represent the interests of the Holders of Finnish W&C Securities and to confer upon such committee or committees any powers or discretions which such Holders of Finnish W&C Securities could themselves exercise by Extraordinary Resolution;

provided, however, that no Extraordinary Resolution may without the consent of the Holder of each such Finnish W&C Security affected thereby: (i) amend the Redemption Date, Exercise Date or Exercise Period or any Additional Amount Payment Date (as applicable) in respect of the Finnish W&C Securities (ii) reduce or cancel the Cash Settlement Amount or the Entitlement (as applicable), (iii) reduce any Additional Amount payable, (iv) in the case of Exempt W&C Securities subject to any applicable redenomination provisions specified in the Pricing Supplement, change the Settlement Currency, (v) modify the provisions concerning the quorum required at any meeting of Holders of the Finnish W&C Securities or the majority required to pass an Extraordinary Resolution or (vi) modify or eliminate any of items (i) through (v), inclusive above unless passed at a meeting of the Holders of the Finnish W&C Securities (or at any adjournment thereof) at which a special quorum is present. An Extraordinary Resolution passed at any meeting of the Holders of Finnish W&C Securities of any Series will be binding on all Holders of the Finnish W&C Securities of such Series, whether or not they are present at the meeting.

In addition to Extraordinary Resolutions passed at meetings of the Holders of Finnish W&C Securities either (i) a resolution in writing signed on behalf of the Holders of Finnish W&C Securities of not less than three-fourths of the Finnish W&C Securities for the timing being outstanding (whether such resolution in writing is contained in one document or several documents in the same form, each signed on behalf of one or more Holders of Finnish W&C Securities) or (ii) consents given by way of electronic consents through the relevant clearing systems by or on behalf of a Holder of Finnish W&C Securities of not less than three-fourths of the Finnish W&C Securities for the time being outstanding will take effect as an Extraordinary Resolution.

Minutes of all resolutions and proceedings at every meeting shall be made and duly entered in books to be from time to time provided for that purpose by the Issuer and any such minutes as aforesaid, if purporting to be signed by the chairman of the meeting at which such resolutions were passed or proceedings transacted or by the chairman of the next succeeding meeting of the Holders of Finnish W&C Securities, shall be conclusive evidence of the matters therein contained and, until the contrary is proved, every such meeting in respect of the proceedings of which minutes have been made and signed as aforesaid shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted thereat to have been duly passed and transacted.

Any Finnish W&C Securities which have been purchased or are held by (or on

	<p>behalf of) the Issuer or any subsidiary of the Issuer but which have not been cancelled shall, unless and until resold, be deemed not to be outstanding for the purposes of this Condition 9.06.</p> <p>The Issuer may, with the consent of the Finnish Issuing and Paying Agent, but without the consent of the Holders of the Finnish W&amp;C Securities, make any modification to these Terms and Conditions (i) which is not materially prejudicial to the interests of the Holders of Finnish W&amp;C Securities, or (ii) to correct a manifest or proven error or an error that is of a formal, minor or technical nature, or to correct, cure or supplement any defective provision contained herein. Subject as aforesaid, no other modification may be made to these Terms and Conditions except with the sanction of an Extraordinary Resolution adopted by the Holders.</p> <p>Save as provided therein, the Finnish Issuing and Paying Agent Agreement may be amended by agreement among the parties thereto and without the consent of any Holders of the Finnish W&amp;C Securities.</p>	
Sections and Pages	In section <b>10. Notices</b> after the sentence “Any such notice shall be deemed to have been given on the second Business Day following such publication or delivery.” the following wording is added:	
<b>10. Notices</b> Page 363	All notices regarding Finnish W&C Securities will be deemed to be validly given if sent by mail to a Holder of Finnish W&C Securities to the address registered for such Holder in the system of Euroclear Finland or in accordance with the legislation, rules and regulations applicable to, and/or issued by, Euroclear Finland. Any such notice shall be deemed to have been given, if sent by mail to the Holder, on the fourth Business Day following the day the notice was sent by mail.	
Sections and Pages	After section <b>16.A02</b> the following section is inserted:	
<b>16. Contracts (Rights of Third Parties) Act 1999</b> <b>16.A Prescription</b> Page 368	<p><b>16A.03</b> In relation to Finnish W&amp;C Securities, the Issuer’s obligation to pay any amounts in respect of the Finnish W&amp;C Securities will cease if a claim for payment of such amount is not made within three years after the Relevant Date.</p> <p>For the purposes of this Condition 16A.03, “<b>Relevant Date</b>” means the date on which such payment first becomes due, or such later date on which an interruption of the period of limitation (Fin. <i>vanhentumisen katkaiseminen</i>) is made in accordance with the Finnish Limitations Act (Fin. <i>laki velan vanhentumisesta (728/2003)</i>).</p>	
Sections and Pages	The wording in the Base Prospectus:	Shall be amended to:
<b>17. Law and Jurisdiction</b> Page 369	<b>17.03</b> The Swiss W&C Securities and any non-contractual obligations arising out of or in connection with them, shall be governed by, and construed in accordance with, English law.	<b>17.03</b> The Finnish W&C Securities, the Swiss W&C Securities and any non-contractual obligations arising out of or in connection with them, shall be governed by, and construed in accordance with, English law.
Sections and Pages	The wording in the Base Prospectus:	Shall be amended to:
<i>Open-Ended W&amp;C Securities</i> <b>21.03</b> Page 371	<b>21.03</b> Open-Ended W&C Securities are exercisable on any Exercise Date. If any such Exercise Notice is received by the relevant Clearing System or, in the case of Swiss W&C Securities, the Swiss Programme and Paying Agent or if a copy thereof is delivered to the Issuer and, in the case of other than Swiss W&C Securities, the Issuing and Paying Agent, in each case, after	<b>21.03</b> Open-Ended W&C Securities are exercisable on any Exercise Date. If any such Exercise Notice is received by the relevant Clearing System or, in the case of <u>Finnish W&amp;C Securities that are not subject to Automatic Exercise the Finnish Issuing and Paying Agent or in the case of Swiss W&amp;C Securities</u> , the Swiss Programme and Paying Agent or if a copy thereof

	10.00 a.m., Brussels or Luxembourg time (as appropriate), on an Exercise Date, such Exercise Notice will be deemed to have been delivered on the next Exercise Date, which Exercise Date shall be deemed to be the Actual Exercise Date.	is delivered to the Issuer and, in the case of other than <u>Finnish W&amp;C Securities</u> or Swiss W&C Securities, the Issuing and Paying Agent, in each case, after 10.00 a.m., Brussels or Luxembourg time (as appropriate), on an Exercise Date, such Exercise Notice will be deemed to have been delivered on the next Exercise Date, which Exercise Date shall be deemed to be the Actual Exercise Date.
Sections and Pages	The wording in the Base Prospectus:	Shall be amended to:
<b>22. Exercise Procedure (Exercisable Certificates and Warrants)</b>  <b>Exercise Notices</b>  <b>22.01</b>  Page 375	<b>22.01</b> Subject as provided in Condition 22.08, Exercisable Certificates and Warrants may only be exercised by delivering in a manner acceptable to the relevant Clearing System or, in the case of Swiss W&C Securities, the Swiss Programme and Paying Agent, an exercise notice (an “ <b>Exercise Notice</b> ”) to the relevant Clearing System or, in the case of Swiss W&C Securities, the Swiss Programme and Paying Agent, with a copy to the Issuer and, in the case of other than Swiss W&C Securities, the Issuing and Paying Agent in accordance with the provisions of Condition 21 and this Condition including the information set out below:	<b>22.01</b> Subject as provided in Condition 22.08, Exercisable Certificates and Warrants may only be exercised by delivering in a manner acceptable to the relevant Clearing System or, in the case of <u>Finnish W&amp;C Securities</u> that are not subject to <u>Automatic Exercise</u> the <u>Finnish Issuing and Paying Agent</u> or in the case of Swiss W&C Securities, the Swiss Programme and Paying Agent, an exercise notice (an “ <b>Exercise Notice</b> ”) to the relevant Clearing System or, in the case of <u>Finnish W&amp;C Securities</u> that are not subject to <u>Automatic Exercise</u> the <u>Finnish Issuing and Paying Agent</u> or in the case of Swiss W&C Securities, the Swiss Programme and Paying Agent, with a copy to the Issuer and, in the case of other than <u>Finnish W&amp;C Securities</u> or Swiss W&C Securities, the Issuing and Paying Agent in accordance with the provisions of Condition 21 and this Condition including the information set out below:
<b>22.03</b>  Page 377	<b>22.03</b> If Condition 4.04 applies, the form of Exercise Notice required to be delivered will be different from that set out above. Copies of such Exercise Notice may be obtained from Euroclear, Clearstream, Luxembourg and the Issuing and Paying Agent or, in the case of Swiss W&C Securities, the Swiss Programme and Paying Agent.	<b>22.03</b> If Condition 4.04 applies, the form of Exercise Notice required to be delivered will be different from that set out above. Copies of such Exercise Notice may be obtained from Euroclear, Clearstream, Luxembourg and the Issuing and Paying Agent or, in the case of <u>Finnish W&amp;C Securities</u> <u>the relevant account operator</u> or in the case of Swiss W&C Securities, the Swiss Programme and Paying Agent.
<b>Verification of the Holder</b>  <b>22.05</b>  Page 377 - 378	<b>22.05</b> Upon receipt of an Exercise Notice, the relevant Clearing System or, in the case of Swiss W&C Securities, the Swiss Programme and Paying Agent, shall verify that the person exercising the W&C Securities is the Holder thereof according to the books of the relevant Clearing System.	<b>22.05</b> Upon receipt of an Exercise Notice, the relevant Clearing System or, in the case of <u>Finnish W&amp;C Securities</u> <u>the relevant account operator</u> and in the case of Swiss W&C Securities, the Swiss Programme and Paying Agent, shall verify that the person exercising the W&C Securities is the Holder thereof according to the

		books of the relevant Clearing System.
<p><b>22.06 Settlement</b></p> <p>(a) <b>Cash Settled W&amp;C Securities</b></p> <p>Page 378</p>	<p>The Issuer, through the Issuing and Paying Agent, or, in the case of Swiss W&amp;C Securities, the Swiss Programme and Paying Agent shall on the Settlement Date pay or cause to be paid the Cash Settlement Amount (if any) for each duly exercised W&amp;C Security or Unit, as the case may be, to (i) where the relevant Clearing System is Euroclear or Clearstream, Luxembourg, the common depository for Euroclear and Clearstream, Luxembourg in whose name the Global W&amp;C Security is registered or (ii) otherwise, the Holder's account with the relevant Clearing System specified in the relevant Exercise Notice (if applicable), in either case for value on the Settlement Date less any Expenses not already paid.</p>	<p>The Issuer, through the Issuing and Paying Agent, or, in the case of <u>Finnish W&amp;C Securities</u> the <u>Finnish Issuing and Paying Agent</u> or in the case of Swiss W&amp;C Securities, the Swiss Programme and Paying Agent shall on the Settlement Date pay or cause to be paid the Cash Settlement Amount (if any) for each duly exercised W&amp;C Security or Unit, as the case may be, to (i) where the relevant Clearing System is Euroclear or Clearstream, Luxembourg, the common depository for Euroclear and Clearstream, Luxembourg in whose name the Global W&amp;C Security is registered or (ii) otherwise, the Holder's account with the relevant Clearing System specified in the relevant Exercise Notice (if applicable), in either case for value on the Settlement Date less any Expenses not already paid.</p>
<p><b>22.07 Determinations</b></p> <p>Page 379</p>	<p>Any determination as to whether an Exercise Notice is duly completed and in proper form shall be made by the relevant Clearing System, in consultation with the Issuer and the Issuing and Paying Agent or, in the case of Swiss W&amp;C Securities, the Swiss Programme and Paying Agent, and shall be conclusive and binding on the Issuer, the Issuing and Paying Agent or the Swiss Programme and Paying Agent, as the case may be, and the relevant Holder. Subject as set out below, any Exercise Notice so determined to be incomplete or not in proper form, or which is not copied to the Issuing and Paying Agent and/or the Issuer immediately after being delivered or sent to the relevant Clearing System shall be null and void.</p> <p>If such Exercise Notice is subsequently corrected to the satisfaction of the Clearing Systems or in the case of Swiss W&amp;C Securities, of the Swiss Programme and Paying Agent, in consultation with the Issuing and Paying Agent (other than in the case of Swiss W&amp;C Securities) and the Issuer it shall be deemed to be a new Exercise Notice submitted at the time such correction was delivered to the relevant Clearing System with a copy to the Issuing and Paying Agent (other than in the case of Swiss W&amp;C Securities) and the Issuer.</p>	<p>Any determination as to whether an Exercise Notice is duly completed and in proper form shall be made by the relevant Clearing System, in consultation with the Issuer and the Issuing and Paying Agent or, in the case of <u>Finnish W&amp;C Securities</u> the <u>Finnish Issuing and Paying Agent</u> or in <u>the case of</u> Swiss W&amp;C Securities, the Swiss Programme and Paying Agent, and shall be conclusive and binding on the Issuer, the Issuing and Paying Agent, <u>the Finnish Issuing and Paying Agent</u> or the Swiss Programme and Paying Agent, as the case may be, and the relevant Holder. Subject as set out below, any Exercise Notice so determined to be incomplete or not in proper form, or which is not copied to the Issuing and Paying Agent and/or the Issuer immediately after being delivered or sent to the relevant Clearing System shall be null and void.</p> <p>If such Exercise Notice is subsequently corrected to the satisfaction of the Clearing Systems or in the case of <u>Finnish W&amp;C Securities that are not subject to Automatic Exercise</u> the <u>Finnish Issuing and Paying Agent</u> or in <u>the case of</u> Swiss W&amp;C Securities, of the Swiss Programme and Paying Agent, in consultation with the Issuing and Paying Agent (other than in the case of <u>Finnish W&amp;C Securities</u> or Swiss W&amp;C Securities) and the Issuer it shall be deemed to be a new Exercise Notice submitted at the time</p>

		such correction was delivered to the relevant Clearing System with a copy to the Issuing and Paying Agent (other than in the case of <u>Finnish W&amp;C Securities</u> or <u>Swiss W&amp;C Securities</u> ) and the Issuer.
<b>Automatic Exercise</b> <b>22.08</b> Page 380	This paragraph only applies to W&C Securities (i) (A) if Automatic Exercise is specified in the applicable Issue Terms and the W&C Securities are automatically exercised as provided in Condition 21.01 or, Condition 21.02 or (B) if the W&C Securities are Exempt W&C Securities and are automatically exercised pursuant to Condition 21.07 and (ii) in the case of Cash Settled W&C Securities, if Delivery of Exercise Notice is specified as applicable in the applicable Issue Terms.	This paragraph only applies to W&C Securities (i) (A) if Automatic Exercise is specified in the applicable Issue Terms and the W&C Securities are automatically exercised as provided in Condition 21.01 or, Condition 21.02 or (B) if the W&C Securities are Exempt W&C Securities and are automatically exercised pursuant to Condition 21.07 and (ii) in the case of Cash Settled W&C Securities, if Delivery of Exercise Notice is specified as applicable in the applicable Issue Terms.  <u>Delivery of Exercise Notice shall not apply to Automatic Exercise of Finnish W&amp;C Securities.</u>
<b>FORM OF FINAL TERMS FOR NON-EXEMPT W&amp;C SECURITIES</b>		
Sections and Pages	After the wording “[a Temporary Global W&C Security exchangeable for a Permanent Global W&C Security / a Permanent Global W&C Security]” the following wording is inserted:	
<b>GENERAL</b> 38. Form of W&C Securities: Page 484	[Dematerialized and registered uncertificated book-entry form settled in Euroclear Finland]	
Sections and Pages	The wording in the Base Prospectus:	Shall be amended to:
<b>PART B - OTHER INFORMATION</b> <b>10. OPERATIONAL INFORMATION</b> Page 492	[Not Applicable/give name(s), address(es) and number(s)] [SIX SIS AG]	[Not Applicable/give name(s), address(es) and number(s)] [SIX SIS AG] [ <u>Euroclear Finland</u> ]

<b>FORM OF PRICING SUPPLEMENT FOR EXEMPT W&amp;C SECURITIES</b>		
Section and Pages	After the wording “[a Temporary Global W&C Security exchangeable for a Permanent Global W&C Security / a Permanent Global W&C Security]” the following wording is inserted:	
<b>GENERAL</b>  47. Form of W&C Securities:  Page 525	[Dematerialized and registered uncertificated book-entry form settled in Euroclear Finland]	
Sections and Pages	The wording in the Base Prospectus:	Shall be amended to:
<b>PART B - OTHER INFORMATION</b>  <b>5. OPERATIONAL INFORMATION</b>  Page 528	[Not Applicable/give name(s), address(es) and number(s)] [SIX SIS AG]	[Not Applicable/give name(s), address(es) and number(s)] [SIX SIS AG] <u>[Euroclear Finland]</u>
<b>GENERAL INFORMATION</b>		
Sections and Pages	The wording in the Base Prospectus:	Shall be amended to:
4.  Page 595	(iv) the Deed of Covenant for the Notes, the Deed of Covenant for the W&C Securities, and the Swedish Deed of Covenant;	(iv) the Deed of Covenant for the Notes, the Deed of Covenant for the W&C Securities, the Swedish Deed of Covenant <u>and the Finnish Deed of Covenant;</u>
5.  Page 595	5. The Securities have been accepted for clearance through Euroclear and Clearstream, Luxembourg, SIX SIS or Euroclear Sweden, as the case may be, which are the entities in charge of keeping the records in respect of the Securities.  The address of SIX SIS is Baslerstrasse 100, CH-4601 Olten, Switzerland and the address of Euroclear Sweden is Regeringsgatan 65, P.O. Box 7822, 103 97 Stockholm, Sweden.	The Securities have been accepted for clearance through Euroclear and Clearstream, Luxembourg, SIX SIS, Euroclear Sweden <u>or Euroclear Finland</u> , as the case may be, which are the entities in charge of keeping the records in respect of the Securities.  The address of Euroclear Sweden is Regeringsgatan 65, P.O. Box 7822, 103 97 Stockholm, Sweden, <u>and the address of Euroclear Finland is Urho Kekkosen katu 5C, P.O. Box 1110, 00101 Helsinki, Finland.</u>

<b>Description of Parties involved</b>	
Sections and Pages	After the details of the SWEDISH NOTES ISSUING AND PAYING AGENT the following wording is inserted:
Page 598	<p><b>FINNISH ISSUING AND PAYING AGENT</b></p> <p><b>Nordea Bank Finland plc</b>  <b>Aleksis Kiven katu 3-5</b>  <b>Issuer Services / Vc210</b>  <b>FI-00020 NORDEA</b>  <b>FINLAND</b></p>