



## Listing of EUR 100,000,000 Green Capital Securities

### The Capital Securities are represented by units in denomination of EUR 20,000

On 31 March 2021 YIT Corporation (the “**Issuer**” or the “**Company**,” and together with its consolidated subsidiaries “**YIT**” or the “**Group**”) issued capital securities with a principal amount of EUR 100 million (the “**Capital Securities**”) to eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended, “**MiFID II**”) based on an authorisation given by the Issuer’s Board of Directors on 8 March 2021. The Capital Securities are represented by units in denomination of EUR 20,000. The Capital Securities were offered for subscription through a book-building procedure in a minimum amount of EUR 100,000 that was carried out on 25 March 2021 (the “**Offering**”).

The Capital Securities constitute unsecured and subordinated obligations of the Issuer. Each Capital Security bears interest on its outstanding principal amount (i) from (and including) the Issue Date to (but excluding) 31 March 2026 (the “**Reset Date**”) at a fixed rate of 5.750 per cent per annum payable annually in arrears on 31 March in each year and commencing on 31 March 2022 and (ii) from (and including) the Reset Date to (but excluding) the final redemption of the Capital Securities, at the Floating Interest Rate (as defined in the “*Terms and Conditions of the Capital Securities*”) payable quarterly in arrears on 31 March, 30 June, 30 September and 31 December in each year commencing on 30 June 2026. **Payment of interest on the Capital Securities may be indefinitely deferred at the option of the Issuer, except under certain circumstances, as described in Clause 7 of the “Terms and Conditions of the Capital Securities”.** The Capital Securities have no maturity date, and the Issuer is not under an obligation to repay the Capital Securities at any specified date. The Issuer has the right to redeem the Capital Securities in whole, but not in part, on the Reset Date or on any Interest Payment Date (as defined in the “*Terms and Conditions of the Capital Securities*”) thereafter and may also, at its option, redeem the Capital Securities in whole, but not in part, upon the occurrence of certain events, including a Tax Event, Accounting Event, Replacing Capital Event, Corporate Restructuring Event and Withholding Tax Event, each as defined and further described in Clause 8 (*Redemption and purchase*) of the “*Terms and Conditions of the Capital Securities*”. The Issuer may, at its option, at any time, also elect to redeem the Capital Securities in whole, but not in part if at any time the Adjusted Nominal Amount (as defined in the “*Terms and Conditions of the Capital Securities*”) of the Capital Securities is twenty-five (25) per cent. or less of the aggregate nominal amount of the Capital Securities issued. In addition, the Issuer may at its option, upon the occurrence of a change of control, redeem all, but not some only, of the Capital Securities.

The prospectus for the Capital Securities consists of this securities note and summary (jointly referred to as the “**Securities Note**”) and the Issuer’s registration document dated 31 March 2021 (the “**Registration Document**”) (the Securities Note and the Registration Document, including the documents incorporated by reference, jointly referred to as the “**Prospectus**”). This Prospectus has been drawn up as a simplified prospectus in accordance with Article 14 of the Regulation (EU) 2017/1129 of the European Parliament and of the Council, as amended (the “**Prospectus Regulation**”). The Registration Document contains information on YIT, its business operations and its financial condition, and the Securities Note contains information on the Capital Securities and a summary thereof. The Prospectus has been prepared solely for the purpose of admission to listing of the Capital Securities to trading on Nasdaq Helsinki Ltd (“**Nasdaq Helsinki**”) and does not constitute any offering of the Capital Securities.

Application has been made for the Capital Securities to be admitted to trading on the official list of Nasdaq Helsinki (the “**Listing**”), and the Listing is expected to take place on or about 6 April 2021 under the trading code YITJ575026. The validity of the Prospectus expires when the Capital Securities have been admitted to trading on Nasdaq Helsinki. The obligation to supplement the Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when the Prospectus is no longer valid.

Besides filing the Prospectus with the Finnish Financial Supervisory Authority (the “**FIN-FSA**”) and the application to Nasdaq Helsinki, neither the Issuer nor the Joint Lead Managers (defined hereafter) nor the Joint Bookrunners (defined hereafter) have taken any action, nor will they take any action to render the offer of the Capital Securities in any jurisdiction or their possession, or the distribution of the Prospectus or any other documents relating to the Capital Securities admissible in any other jurisdiction than Finland requiring special measures to be taken for the purpose of offer.

The Capital Securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), or the securities laws of any state of the United States, and the Capital Securities may not be offered, sold, pledged or otherwise transferred directly or indirectly within the United States or to, or for the account or benefit of, any U.S. person (as such terms are defined in Regulation S under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

The Issuer or the Capital Securities have not been assigned any credit ratings at the request or with the co-operation of the Issuer in the rating process.

Investment in the Capital Securities involves risks. The Capital Securities may not be suitable for all investors. Prospective purchasers of the Capital Securities should ensure that they understand the nature of the Capital Securities and the extent of their exposure to risks and that they consider the suitability of the Capital Securities as an appropriate investment in light of their own circumstances, experience and financial condition. The principal risk factors that may affect the ability of the Issuer to fulfil its obligations under the Capital Securities are discussed under “*Risk Factors*” included in the Registration Document and herein. Among other things, the investor bears the risk that the Issuer will be unable to repay the Capital Securities and no separate collateral has been set for the Capital Securities. The Capital Securities rank *pari passu* with all other present and future unsecured and subordinated obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

### Joint Lead Managers and Joint Bookrunners



## IMPORTANT INFORMATION

This Securities Note has been drawn up in accordance with the Prospectus Regulation, the Commission Delegated Regulation (EU) 2019/979, the Commission Delegated Regulation (EU) 2019/980, in application of Annex 16 thereof, the Finnish Securities Markets Act (746/2012, as amended) (the “**Finnish Securities Markets Act**”) and the regulations and guidelines of the FIN-FSA. The FIN-FSA, which is the competent authority for the purposes of the Prospectus Regulation and relevant implementing measures in Finland, has approved this Securities Note (journal number FIVA 18/02.05.04/2021), but assumes no responsibility for the correctness of the information contained herein. The FIN-FSA has only approved this Securities Note as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation and such approval shall not be considered as an endorsement of the qualities of the Capital Securities nor the Issuer. Investors should make their own assessment as to the suitability of investing in the Capital Securities.

### **MiFID II product governance / Retail clients, professional clients and eligible counterparties target market**

Solely for the purposes of each manufacturer’s product governance requirements set forth in Directive 2014/65/EU (as amended, “**MiFID II**”), the manufacturers have made a target market assessment in respect of the Capital Securities, and have concluded that the target group for the Capital Securities is:

*Type of client:* Clients that are eligible counterparties, professional clients and retail clients, each as defined in MiFID II.

*Knowledge and experience:* Clients that are (i) informed investors, having one or more of the following characteristics: (a) average knowledge of the relevant financial products (an informed investor can make an informed investment decision based on the offering documentation, together with knowledge and understanding of the specific risk factors/risks highlighted with them only), or (b) some financial industry experience, or (ii) advanced investors, having one or more of the following characteristics: (x) good knowledge of the relevant financial products and transactions, or (y) financial industry experience or accompanied by professional investment advice or included in a discretionary portfolio service.

*Financial situation with a focus on the ability to bear losses:* Clients that have the ability bear losses of up to 100 per cent of the capital invested in the Capital Securities.

*Risk tolerance:* Financial ability and willingness to put the entire capital invested at risk. Clients investing in the Capital Securities are willing to take more risk than deposit savings and do not require a fully guaranteed income or return profile.

*Investment objective:* Clients whose investment objective is to generate growth of the invested capital and have a long-term investment horizon.

Furthermore, the manufacturers have made an assessment as to the negative target market and concluded that the negative target market for the Capital Securities is clients that seek full capital protection or full repayment of the amount invested, are fully risk averse/have no risk tolerance or need a fully guaranteed income or fully predictable return profile.

The manufacturers have made an assessment as to the distribution strategy for the Capital Securities, and have concluded that (i) all channels for distribution to eligible counterparties and professional clients are appropriate; and (ii) the following channels for distribution of the Capital Securities to retail clients are appropriate: investment advice, portfolio management, non-advised sales and pure execution services, subject to the distributor’s suitability and appropriateness obligations under MiFID II, as applicable. Any person subsequently offering, selling or recommending the Capital Securities (a “**distributor**”) should take into consideration the manufacturers’ target market assessment. However, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Capital Securities (by either adopting or refining the manufacturers’ target market assessment) and determining appropriate distribution channels, subject to the distributor’s suitability and appropriateness obligations under MiFID II, as applicable.

### **Important – EEA retail investors**

The Capital Securities are not PRIIPs for the purposes of Regulation ((EU) No 1286/2014) (the “**PRIIPs Regulation**”) and, accordingly, no key information document pursuant to the PRIIPs Regulation has been or will be made available in respect of the Capital Securities.

In this Securities Note, “YIT” and the “Group” refer to YIT Corporation and its consolidated subsidiaries, except where the context may otherwise require. All references to the “**Issuer**” and the “**Company**” refer to YIT Corporation.

Information presented on YIT’s website or any other website does not form a part of the Prospectus (except for the Prospectus itself and information which has been incorporated by reference into the Prospectus), and the information on such websites has not been scrutinised or approved by the FIN-FSA. Prospective investors should not rely on such information in making their decision to invest in the Capital Securities.

Danske Bank A/S (“**Danske Bank**”), Nordea Bank Abp (“**Nordea**”) and OP Corporate Bank plc (“**OP**”) (jointly the “**Joint Lead Managers and Joint Bookrunners**”) are acting exclusively for the Issuer as the joint lead managers and joint bookrunners in the Offering and issuance of the Capital Securities. The Joint Lead Managers and Joint Bookrunners are not acting for anyone else in connection with the Offering and will not be responsible to anyone other than the Issuer for providing the protection afforded to their respective clients nor for providing any advice in relation to the Offering and Listing or the contents of the Prospectus. Investors should rely only on the information contained in the Prospectus including information incorporated by reference into the Prospectus.

In making an investment decision, each investor must rely on its own independent examination, analysis and enquiry of YIT and the terms and conditions of the Capital Securities (as set out in Annex A: *Terms and conditions of the Capital Securities*), including the risks and merits involved. Neither the Issuer, nor the Joint Lead Managers and Joint Bookrunners, nor any of their respective affiliated parties or representatives, is making any representation to any offeree or subscriber of the Capital Securities regarding the legality of the investment by such person. Investors must make their independent assessment of the legal, tax, business, financial and other consequences of an investment in the Capital Securities. The contents of the Prospectus are not to be construed as legal, business, tax, financial or other advice.

No person has been authorised to give any information or to make any representation not contained in or not consistent with the Prospectus or any information supplied by YIT or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by YIT or the Joint Lead Managers and Joint Bookrunners. Neither the delivery of the Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs or no adverse change in the financial position of the Issuer and YIT since the date hereof or the date upon which the Prospectus has been most recently amended or supplemented or that the information contained in it or any other information supplied in connection with the Capital Securities is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The Joint Lead Managers and Joint Bookrunners have not separately verified the information contained in the Prospectus. Accordingly, no representation, warranty or undertaking, express or implied is made by the Joint Lead Managers and Joint Bookrunners as to the accuracy or completeness of the information contained or incorporated by reference into the Prospectus or any other information provided by the Issuer in connection with the Capital Securities or their distribution, and nothing contained in the Prospectus is, or may be relied upon as, a warranty or representation by the Joint Lead Managers and Joint Bookrunners in this respect, whether as to the past or the future. The Joint Lead Managers and Joint Bookrunners accept no responsibility or liability for the accuracy or completeness of such information and, accordingly, disclaim to the fullest extent permitted by applicable law, any and all liability whether arising in tort, contract or otherwise, which they might otherwise be found to have in respect of the Prospectus or any such statement. Nothing contained in the Prospectus is, or shall be relied upon as, a warranty or representation by the Joint Lead Managers and Joint Bookrunners as to the future. Investors are advised to inform themselves of any stock exchange releases published by YIT since the date of the Prospectus. Neither the Prospectus nor any other information supplied in connection with the offering of the Capital Securities is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer or the Joint Lead Managers and Joint Bookrunners that any recipient of the Prospectus or any other financial statements should purchase the Capital Securities.

The distribution of the Prospectus may, in certain jurisdictions, be restricted by law. The Prospectus has been prepared solely in connection with the Listing. It does not constitute an offer of securities for sale, or a solicitation of an offer to buy any securities, anywhere in the world. The Prospectus may not be used for the purpose of, or in connection with, any offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. No actions have been taken to register or qualify the Capital Securities, or otherwise to permit a public offering of the Capital Securities, in any jurisdiction. Persons into whose possession the Prospectus may come are required by the Issuer and the Joint Lead Managers and Joint Bookrunners to inform themselves of and observe all such restrictions. Neither YIT nor the Joint Lead Managers and Joint Bookrunners accept any responsibility or liability for any violation by any person, whether or not a prospective purchaser of Capital Securities is aware of such restrictions. In particular, the Capital Securities may not be offered, sold, resold, transferred or delivered, directly or indirectly, in or into Australia, Canada, Hong Kong, Japan, New Zealand, Singapore, South Africa or the United States or any other jurisdiction in which it would not be permissible to offer the Capital Securities; and the Prospectus may not be distributed in, or sent to any person in, the aforementioned jurisdictions.

This Securities Note has been prepared in English only. In accordance with Article 7 of the Prospectus Regulation, a summary has been prepared in English and translated into Finnish. Save for the Company’s audited consolidated financial statements as at and for the financial year ended 31 December 2020 incorporated by reference into the Prospectus, no part of this Securities Note has been audited. The Offering and the Capital Securities are governed by Finnish law and any dispute arising in relation to the Offering and the Capital Securities shall be settled exclusively by Finnish courts in accordance with Finnish law.

## TABLE OF CONTENTS

Summary.....	1
Tiivistelmä.....	6
Risk Factors.....	11
Overview of the Issue of the Capital Securities.....	19
General Information.....	23
Arrangement With the Joint Lead Managers and Joint Bookrunners.....	24
Annex A: Terms and Conditions of the Capital Securities.....	A-1

## SUMMARY

### Introduction

*This summary contains all the sections required by Regulation 2017/1129 of the European Parliament and of the Council (the “**Prospectus Regulation**”) to be included in a summary for this type of securities and issuer. This summary should be read as an introduction to the prospectus (the “**Prospectus**”). Any decision by an investor to invest in the securities should be based on consideration of the Prospectus as a whole. An investor could lose all or part of the invested capital. Where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the member states, have to bear the costs of translating the Prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate, or inconsistent when read together with the other parts of the Prospectus or where it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in the securities.*

The contact details of the Issuer are as follows:

Issuer:	YIT Corporation
Address:	Panuntie 11, FI-00620 Helsinki, Finland
Telephone:	+358 20 433 111
Business identity code:	0112650-2
Legal entity identifier (LEI):	529900M13GM4VSTE6W80

The details of the Securities are as follows:

ISIN:	FI4000496310
Name:	YITJ575026

This Prospectus has been approved by the FIN-FSA as the competent authority under the Prospectus Regulation on 31 March 2021.

The identity and contact details of the competent authority, the FIN-FSA, approving the Prospectus are as follows:

Authority:	Financial Supervisory Authority
Address:	P.O. Box 103, FI-00101 Helsinki, Finland
Telephone:	+358 9183 51
Email address:	kirjaamo@finanssivalvonta.fi

### Key Information on the Issuer

#### *Who is the Issuer of the Securities?*

The business name of the Issuer is YIT Corporation and it is domiciled in Helsinki, Finland. The Issuer is registered with the Finnish Trade Register under business identity code 0112650-2, and its legal entity identifier code (LEI) is 529900M13GM4VSTE6W80. The Issuer is a public limited liability company incorporated in Finland and operating under Finnish law.

#### *Principal Activities*

YIT is the largest Finnish<sup>1</sup> and a significant North European urban developer and construction company. YIT’s business is based on urban development and the entire life cycle of the built environment. YIT develops and builds housing and living services, business premises and entire areas, and is also specialised in demanding infrastructure construction. At the core of YIT’s business model is a continuous flow of development projects that covers design, construction, ownership and service delivery. YIT’s five reported business segments are Housing Finland and CEE, Housing Russia, Business premises, Infrastructure and Partnership properties. YIT operates in Finland, Sweden, Russia, the Baltic countries and central Eastern Europe. YIT still operates in Norway but it was announced in October 2020 that YIT would close down its infrastructure business in Norway. The close down is estimated to be completed in 2022.

---

<sup>1</sup> Measured by revenue and number of employees in 2019 based on the Rakennuslehti website, which contains the performance data of Finland’s largest construction and real estate companies. Available at <https://www.rakennuslehti.fi/suurimmat/>. Referred on 10 March 2021.

### Major Shareholders

The following table sets forth the five largest shareholders of YIT that appeared on the shareholder register maintained by Euroclear Finland Oy as at 31 December 2020:

	<b>Number of shares</b>	<b>Percent of shares and votes</b>
Tercero Invest AB .....	24,650,000	11.68
Varma Mutual Pension Insurance Company .....	15,945,975	7.55
PNT Group Oy .....	15,296,799	7.25
Conficap Oy .....	8,886,302	4.21
Pentti Heikki Oskari Estate .....	8,146,215	3.86
Other shareholders .....	138,174,562	65.45
Total .....	211,099,853	100.00

To the extent known to YIT, YIT is not, directly or indirectly, owned or controlled by any one person and YIT is not aware of any arrangement, relating to YIT's ownership the operation of which may result in a change of control of YIT.

### Key Managing Directors

The following table sets forth the members of the Board of Directors of the Issuer as at the date of this Prospectus:

<b>Name</b>	<b>Year of birth</b>	<b>Position</b>	<b>Board member since</b>
Harri-Pekka Kaukonen	1963	Chairman	2018
Eero Heliövaara	1956	Vice Chairman	2018
Alexander Ehrnrooth	1974	Member	2019
Frank Hyldmar	1961	Member	2019
Olli-Petteri Lehtinen	1960	Member	2018
Kristina Pentti-von Walzel	1978	Member	2018
Barbara Topolska	1966	Member	2019
Tiina Tuomela	1966	Member	2017

The following table sets forth the members of the Issuer's Group Management Team as at the date of this Prospectus:

<b>Name</b>	<b>Year of Birth</b>	<b>Position</b>	<b>Group Management Team member since</b>
Antti Inkilä	1969	Interim President and CEO, Chairman of the Group Management Team	2015 <sup>1</sup>
Ilkka Salonen	1965	CFO, Deputy to President and CEO	2018
Tom Ekman	1972	Executive Vice President, Business Premises segment	2020
Teemu Helppolainen	1962	Executive Vice President, Housing Russia segment	2013
Marko Oinas	1971	Interim Executive Vice President, Housing Finland and CEE segment	2020
Harri Kailasalo	1969	Executive Vice President, Infrastructure Projects segment	2018
Juha Kostiaainen	1965	Executive Vice President, Urban Development	2016
Timo Lehmus	1959	Interim Executive Vice President, Partnership Properties segment	2020
Juhani Nummi	1967	Executive Vice President, Operations development	2013
Pii Raulo	1967	Executive Vice President, Human Resources	2011

1) Interim President and CEO since 2020 and a member of YIT's Group Management Team since 2015. On 21 December 2020 the Board of Directors appointed Markku Moilanen Ph.D., (Tech), (born 1961) as the new President and CEO. Mr. Moilanen will commence in his position on 1 April 2021.

### Statutory Auditor

The Issuer's consolidated financial statements for the financial year ended 31 December 2020 have been audited by the Issuer's statutory auditor, Authorised Public Accountants, PricewaterhouseCoopers Oy, with Markku Katajisto, Authorised Public Accountant, as the auditor with principal responsibility. Markku Katajisto is registered in the register of auditors referred in Section 9 of Chapter 6 of the Auditing Act (1141/2015, as amended).

For the financial year 2021, YIT's Annual General Meeting held on 18 March 2021 elected PricewaterhouseCoopers Oy, Authorised Public Accountants, as the Company's auditor, with Samuli Perälä, Authorised Public Accountant, as the auditor with principal responsibility. Samuli Perälä is registered in the register of auditors referred in Section 9 of Chapter 6 of the Auditing Act (1141/2015, as amended).

### ***What Is the Key Financial Information Regarding the Issuer?***

The selected historical key financial information presented below has been derived from YIT's audited consolidated financial statements as at and for the financial year ended 31 December 2020, including the unaudited comparative consolidated financial information as at and for the financial year ended 31 December 2019.

The following table sets forth the key figures of YIT as at the dates and for the periods indicated:

<b>(EUR in millions, unless otherwise indicated)</b>	<b>As at and for the year ended 31 December</b>	
	<b>2020</b>	<b>2019</b>
	<b>(audited, unless otherwise indicated)</b>	<b>(unaudited)</b>
<b>KEY FIGURES</b>		
Operating profit	35	80
Net interest-bearing debt	628 <sup>1</sup>	862
Gearing ratio, %	68 <sup>1</sup>	81
Net cash generated from operating activities	54	88
Net cash used in financing activities	-35	-188
Net cash used in investing activities	282	-38

1) Unaudited

### ***What are the Key Risks that Are Specific to the Issuer?***

- The COVID-19 pandemic and other potential pandemics and epidemics may adversely affect the business operations of YIT through, among other things, overall economic situation and deterioration of availability of financing, delays and reduced economic activity of customers.
- Uncertainties and unfavourable developments in the economy, political environment and financial markets in YIT's operating countries could have a material adverse effect on YIT's business and customers, results of operations, financial position and liquidity, as well as the availability of financing.
- Changes in the Finnish economy and financial markets could affect YIT's business and customers.
- The operating environment in Russia may include risks relating to legislative uncertainty, adverse business environment, development of the real estate market and sanctions against certain Russian individuals and entities and counter-sanctions as well as sanction policy which could have a material adverse effect on YIT, should they materialise.
- YIT may not necessarily be able to maintain the profitability of its business due to failures in tendering processes, project management or preparation of project contracts.
- Projects could be delayed, their scope could change during the construction stage or they could be cancelled for reasons beyond YIT's control.
- The materialisation of risks related to regulation and legal proceedings as well as corporate governance could have a material adverse effect on YIT's business.
- YIT may not necessarily receive financing or guarantees on competitive terms or at all and may not necessarily be able to fulfil its obligations under financing arrangements.
- YIT is exposed to liquidity and financial risks.
- Fair value of Mall of Tripla or other assets subject to fair valuation may be subject to fluctuations which could have a material adverse effect on YIT's result or financial position.

### **Key Information on the Securities**

#### ***What Are the Main Features of the Securities?***

The Securities constitute unsecured, unguaranteed and deeply subordinated obligations of the Issuer. The Securities are dematerialised securities registered in the Infinity book-entry System maintained by Euroclear Finland Oy. The ISIN of the Securities is FI4000496310. The currency of the Securities is the euro. The Securities are represented by units in denomination of EUR 20,000 and the aggregate nominal amount of the issued Securities is EUR 100 million. The number of issued Securities is 5,000. The Issuer may later create and issue further capital securities having the same terms and conditions as the Securities, as set out in the Terms and Conditions of the Securities.

The Securities have no specified maturity date. The Issuer is not required to redeem the Securities at any time and they are not redeemable on demand of the Holders (as defined in the Terms and Conditions of the Securities) of the Securities. Interest accrues on the Securities and may only become payable in accordance with the Terms and Conditions of the Securities. The Issuer may, in its sole discretion, except under certain circumstances, as described in the Terms and Conditions of the Securities, elect to defer any interest payment which would otherwise be due. The Holders of the Securities exercise their right of decision by attending a noteholders' meeting or participating in a written decision-making

procedure. Resolutions passed at such meetings or in a written procedure can bind all Holders, including Holders who did not attend and vote at the relevant meeting or participate in the written procedure and Holders who voted in a manner contrary to the majority.

In the event of a voluntary or involuntary liquidation, a bankruptcy or a company reorganisation of the Issuer (unless previously redeemed), the rights of the Holders of the Securities to payments of the principal amount of the Securities, Accrued Interest (as defined in the Terms and Conditions of the Securities) and any other amounts due in respect of the Securities rank and will rank: (i) junior in right of payment to the payment of any present or future claims of all unsubordinated creditors of the Issuer; (ii) junior in right of payment to the payment of any present or future claims of all creditors of the Issuer in respect of all subordinated indebtedness of the Issuer which by their terms as at their original issue date are expressed to rank, or pursuant to applicable Finnish law rank, senior to the Securities; (iii) *pari passu* without any preference among themselves; (iv) at least *pari passu* with any other present capital securities or future outstanding capital securities of the Issuer; and (v) in priority to payments to holders of all classes of share capital of the Issuer in their capacity as such holders and any other obligation of the Issuer expressed by its terms to rank, or pursuant to applicable Finnish law rank, junior to the Securities.

The Securities are freely transferable after having been registered into the respective book-entry account.

#### ***Where Will the Securities Be Traded?***

Application has been made to have the Securities listed on the official list of Nasdaq Helsinki.

#### ***What Are the Key Risks that Are Specific to the Securities?***

- The Securities are deeply subordinated obligations of the Issuer which increases the Holders' credit risk in respect of the Issuer.
- The Securities are perpetual and there are no events of default or cross default under the Securities.
- The Issuer has the right to defer interest payments indefinitely unless certain events occur.
- The Securities contain no limitation on issuing additional debt or granting of security.
- The Securities do not contain covenants governing the Issuer's operations and do not limit its ability to effect asset sales or otherwise effect significant transactions that may have a material adverse effect on the Securities and the Holders.

#### **Key Information on the Admission to Trading on a Regulated Market**

##### ***Under which Conditions and Timetable can I Invest in this Security?***

The Securities were offered for subscription through a book-building procedure in a minimum amount of EUR 100,000 that was carried out on 25 March 2021. The Securities were not, and will not be, offered to the public. The Securities were issued on 31 March 2021. Application has been made for the Securities to be admitted to trading on the official list of Nasdaq Helsinki, and the Listing is expected to take place on or about 6 April 2021.

The Securities may be registered on behalf of the Holders on book-entry accounts and transfers of Securities may only be effected through, and title thereto will only pass upon, registration and transfer in such book-entry accounts.

In connection with the Offering, the Issuer expects to pay approximately a total of EUR 0.6 million in fees and expenses. No fees or other payments will be charged to the investor by the Issuer. Account operators may charge fees in accordance with their price lists for the subscription and opening and maintaining of the book-entry account or other custody system and for custody of the Securities.

##### ***Why Is the Prospectus Being Produced?***

The Prospectus has been prepared for the listing of the Securities. The Issuer shall use the proceeds from the issue of the Securities, less the costs and expenses incurred by the Issuer in connection with the issue of the Securities, for financing or refinancing eligible green projects or assets or otherwise in accordance with YIT's Green Finance Framework, dated March 2021.

The aggregate net proceeds to the Issuer from the Offering, after deduction of the fees and expenses payable by the Issuer, will be approximately EUR 99.4 million.

##### ***Material Interests***

The interests of the Joint Lead Managers and Joint Bookrunners are normal business interests in the financial markets. The Joint Lead Managers and Joint Bookrunners will be paid a fee by the Issuer in respect of the offering and issue of the Securities. Existing financial indebtedness to be refinanced with the proceeds from the issue of Securities may include



financial indebtedness provided by the Joint Lead Managers and Joint Bookrunners. In addition, Danske Bank also acted as the sole green structuring advisor in conjunction with the new issue, and OP also acted as the sole dealer manager in the tender offer.

In addition, the Joint Lead Managers and Joint Bookrunners and other entities within the same group and/or their affiliates have provided, and may provide in the future, the Issuer with investment, insurance, banking and/or other services in the ordinary course of business for which they may have received and may continue to receive customary fees and commissions. The Joint Lead Managers and Joint Bookrunners and other entities within the same group and/or their affiliates may also hold existing notes to be refinanced with the proceeds from the issuance of Securities. The Joint Lead Managers and Joint Bookrunners and other entities within the same group and/or their affiliates have also acted in the ordinary course of business as arrangers or lenders under certain loan agreements of the Issuer and its affiliates, and in various roles in share and unsecured notes issues for which it has received, and may continue to receive, customary interest, fees and commissions.

## TIIVISTELMÄ

### Johdanto

Tämä tiivistelmä sisältää kaikki ne osiot, jotka kyseessä olevasta arvopaperista ja sen liikkeeseenlaskijasta tulee esittää Euroopan parlamentin ja neuvoston asetuksen (EU) 2017/1129 (“**Esiteasetus**”) mukaisesti. Tätä tiivistelmää tulee lukea esitteen (“**Esite**”) johdantona. Sijoittajan tulee perustaa päätöksensä sijoittaa arvopapereihin Esitteeseen kokonaisuutena. Sijoittaja voi menettää sijoittamansa pääoman kokonaan tai osittain. Jos tuomioistuimessa pannaan vireille Esitteeseen sisältyviä tietoja koskeva kanne, kantajana toimiva sijoittaja voi jäsenvaltioiden kansallisen lainsäädännön mukaan joutua ennen oikeudenkäynnin vireillepanoa vastaamaan Esitteen käännökustannuksista. Siviilioikeudellista vastuuta sovelletaan henkilöihin, jotka ovat jättäneet tiivistelmän, sen käänнос mukaan luettuna, mutta vain jos tiivistelmä on harhaanjohtava, epätarkka tai epäjohdonmukainen suhteessa Esitteen muihin osiin tai jos siinä ei anneta yhdessä Esitteen muiden osien kanssa keskeisiä tietoja sijoittajien auttamiseksi, kun he harkitsevat arvopapereihin sijoittamista.

Liikkeeseenlaskijan yhteystiedot ovat seuraavat:

Liikkeeseenlaskijan nimi:	YIT Oyj
Osoite:	Panuntie 11, 00620 Helsinki, Suomi
Puhelinnumero:	+358 20 433 111
Yritys- ja yhteisötunnus:	0112650-2
Oikeushenkilötunnus (LEI-tunnus):	529900M13GM4VSTE6W80

Arvopaperia koskevat tiedot ovat seuraavat:

ISIN:	FI4000496310
Arvopaperin nimi:	YITJ575026

Finanssivalvonta on toimivaltaisena viranomaisena hyväksynyt Esitteen Esiteasetuksen mukaisesti 31.3.2021.

Toimivaltaisen viranomaisen eli Finanssivalvonnan, joka hyväksyy tämän Esitteen, yhteystiedot ovat seuraavat:

Viranomainen:	Finanssivalvonta
Osoite:	PL 103, 00101 Helsinki, Suomi
Puhelinnumero:	+358 9183 51
Sähköpostiosoite:	kirjaamo@finanssivalvonta.fi

### Keskeiset tiedot liikkeeseenlaskijasta

#### ***Kuka on arvopapereiden liikkeeseenlaskija?***

Liikkeeseenlaskijan rekisteröity toiminimi on YIT Oyj (“**Liikkeeseenlaskija**” tai “**YIT**”) ja sen kotipaikka on Helsinki. Liikkeeseenlaskija on rekisteröity Patentti- ja rekisterihallituksen ylläpitämään kaupparekisteriin y-tunnuksella 0112650-2 ja sen oikeushenkilötunnus (LEI-tunnus) on 529900M13GM4VSTE6W80. Liikkeeseenlaskija on julkinen osakeyhtiö, joka on perustettu Suomessa ja siihen sovelletaan Suomen lakia.

#### ***Pääasiallinen toiminta***

YIT on suurin suomalainen<sup>2</sup> ja merkittävä pohjoiseurooppalainen kaupunkikehittäjä ja rakennusyhtiö. YIT:n liiketoiminta perustuu kaupunkikehittämiseen ja rakennetun ympäristön koko elinkaareen. YIT kehittää ja rakentaa asuntoja ja asumisen palveluita, toimitiloja ja kokonaisia alueita, sekä on erikoistunut vaativaan infrarakentamiseen. YIT:n liiketoimintamallin keskiössä on jatkuva kehityshankkeiden virta, joka kattaa niiden suunnittelun, rakentamisen, omistamisen ja palveluiden tarjoamisen. YIT:n viisi raportoitavaa liiketoimintasegmenttiä ovat Asuminen Suomi ja CEE, Asuminen Venäjä, Toimitilat, Infra ja Kiinteistöt. YIT toimii Suomessa, Ruotsissa, Venäjällä, Baltiassa ja keskisessä Itä-Euroopassa. YIT toimii edelleen Norjassa, mutta lokakuussa 2020 ilmoitettiin, että YIT ajaa alas infraliiketoimintansa Norjassa. Alasajo arvioidaan saatavan päätökseen vuonna 2022.

<sup>2</sup> Mitattuna liikevaihdon ja henkilöstön määrällä perustuen Rakennuslehden internetsivuun, joka sisältää Suomen suurimpien rakennus- ja kiinteistöalan yhtiöiden tietoja. Saatavilla: <https://www.rakennuslehti.fi/suurimmat/>. Viitattu 10.3.2021.

## Suurimmat osakkeenomistajat

Seuraavassa taulukossa esitetään YIT:n viisi suurinta Euroclear Finland Oy:n ylläpitämään osakasluetteloon 31.12.2020 rekisteröityä osakkeenomistajaa:

	Osakkeita (kpl)	Osuus osakkeista ja äänistä (%)
Tercero Invest AB .....	24.650.000	11,68
Keskinäinen työeläkevakuutusyhtiö Varma .....	15.945.975	7,55
PNT Group Oy .....	15.296.799	7,25
Conficap Oy .....	8.886.302	4,21
Pentti Heikki Oskari Dbo .....	8.146.215	3,86
Muut osakkeenomistajat .....	138.174.562	65,45
Yhteensä .....	211.099.853	100,00

Siltä osin kuin YIT on tietoinen, YIT ei ole suoraan tai välillisesti kenenkään yhden henkilön omistuksessa tai määräysvallassa eikä YIT ole tietoinen järjestelyistä, jotka voisivat johtaa määräysvallan muuttumiseen YIT:ssä.

## Johdon avainhenkilöt

Seuraavassa taulukossa esitetään Liikkeeseenlaskijan hallituksen jäsenet tämän Esitteen päivämääränä:

Nimi	Syntymävuosi	Asema	Hallituksen jäsen vuodesta
Harri-Pekka Kaukonen	1963	puheenjohtaja	2018
Eero Heliövaara	1956	varapuheenjohtaja	2018
Alexander Ehrnrooth	1974	jäsen	2019
Frank Hyldmar	1961	jäsen	2019
Olli-Petteri Lehtinen	1960	jäsen	2018
Kristina Pentti-von Walzel	1978	jäsen	2018
Barbara Topolska	1966	jäsen	2019
Tiina Tuomela	1966	jäsen	2017

Seuraavassa taulukossa esitetään Liikkeeseenlaskijan johtoryhmän jäsenet tämän Esitteen päivämääränä:

Nimi	Syntymävuosi	Asema	Johtoryhmän jäsen vuodesta
Antti Inkilä	1969	väliaikainen toimitusjohtaja, johtoryhmän puheenjohtaja	2015 <sup>1</sup>
Ilkka Salonen	1965	talousjohtaja, toimitusjohtajan sijainen	2018
Tom Ekman	1972	Toimitilat -segmentin johtaja	2020
Teemu Helppolainen	1962	Asuminen Venäjä -segmentin johtaja	2013
Marko Oinas	1971	väliaikainen Asuminen Suomi ja CEE -segmentin johtaja	2020
Harri Kailasalo	1969	Infraprojektit -segmentin johtaja	2018
Juha Kostiainen	1965	johtaja, kaupunkikehitys	2016
Timo Lehmus	1959	väliaikainen Kiinteistöt -segmentin johtaja	2020
Juhani Nummi	1967	johtaja, liiketoiminnan kehitys	2013
Pii Raulo	1967	henkilöstöjohtaja	2011

1) Väliaikainen toimitusjohtaja vuodesta 2020 alkaen ja YIT:n johtoryhmän jäsen vuodesta 2015 alkaen. YIT:n hallitus nimitti 21.12.2020 YIT:n toimitusjohtajaksi tekniikan tohtori Markku Moilasen (s.1961). Moilanen aloittaa tehtävässä 1.4.2021.

## Lakisääteinen tilintarkastaja

Liikkeeseenlaskijan konsernitilinpäätöksen 31.12.2020 päätyneeltä tilikaudelta on tilintarkastanut Liikkeeseenlaskijan lakisääteinen tilintarkastaja tilintarkastusyhteisö PricewaterhouseCoopers Oy, KHT Markku Katajisto päävastuullisena tilintarkastajana. Markku Katajisto on rekisteröity tilintarkastuslain (1141/2015, muutoksineen) 6 luvun 9 §:n tarkoittamaan tilintarkastajarekisteriin.

YIT:n 18.3.2021 pidetty varsinainen yhtiökokous valitsi yhtiön tilintarkastajaksi tilikaudelle 2021 tilintarkastusyhteisö PricewaterhouseCoopers Oy:n päävastuullisena tilintarkastajana KHT Samuli Perälän. Samuli Perälä on rekisteröity tilintarkastuslain (1141/2015, muutoksineen) 6 luvun 9 §:n tarkoittamaan tilintarkastajarekisteriin.

## Mitä ovat liikkeeseenlaskijaa koskevat keskeiset taloudelliset tiedot?

Alla esitettävät valikoidut historialliset keskeiset taloudelliset tiedot ovat peräisin YIT:n tilintarkastetusta konsernitilinpäätöksestä 31.12.2020 päätyneeltä tilikaudelta, sisältäen tilintarkastamattomat konsernin vertailutiedot 31.12.2019 päätyneeltä tilikaudelta.

Seuraavassa taulukossa esitetään YIT:n keskeisiä tunnuslukuja ilmoitettuina päivinä ja ajanjaksoina:

(miljoonaa euroa, ellei toisin ilmoitettu)	31.12. päättynyt vuosi	
	2020 (tilintarkastettu, ellei toisin ilmoitettu)	2019 (tilintarkastamaton)
<b>KESKEISET TUNNUSLUVUT</b>		
Liikevoitto	35	80
Korollinen nettovelka	628 <sup>1</sup>	862
Velkaantumisaste, %	68 <sup>1</sup>	81
Liiketoiminnan nettorahavirta	54	88
Rahoituksen nettorahavirta	-35	-188
Investointien nettorahavirta	282	-38
1) Tilintarkastamaton		

#### **Mitkä ovat Liikkeeseenlaskijaan liittyvät olennaiset riskit?**

- COVID-19-pandemia sekä muut mahdolliset pandemiat ja epidemiat voivat vaikuttaa haitallisesti YIT:n liiketoimintaan muun muassa yleisen taloudellisen tilanteen ja rahoituksen saatavuuden heikkenemisen, viivästysten sekä asiakkaiden taloudellisen toiminnan vähenemisen vuoksi.
- YIT:n toimintamaiden talouden, poliittisen ympäristön ja rahoitusmarkkinoiden epävarmuudet ja epäsuotuisa kehitys voivat vaikuttaa olennaisen haitallisesti YIT:n liiketoimintaan ja asiakkaisiin, liiketoiminnan tulokseen, taloudelliseen asemaan, maksuvalmiuteen sekä pääoman saatavuuteen.
- Suomen talouden ja rahoitusmarkkinoiden muutokset voivat vaikuttaa YIT:n liiketoimintaan ja asiakkaisiin.
- Toimintaympäristö Venäjällä saattaa sisältää lainsäädännön epävarmuuteen, haitalliseen liiketoimintaympäristöön, kiinteistömarkkinan kehitykseen ja tiettyihin venäläisiin henkilöihin ja yhteisöihin kohdistettuihin sanktioihin ja vastasanktioihin sekä pakotepolitiikkaan liittyviä riskejä, jotka voivat toteutuessaan vaikuttaa YIT:hen olennaisen haitallisesti.
- YIT ei välttämättä kykene pitämään liiketoimintaansa kannattavana tarjousprosessien, projektinhallinnan tai hankesopimusten laadinnan epäonnistumisen vuoksi.
- Projektit voivat viivästyä, niiden laajuus saattaa muuttua rakennusvaiheessa tai projekteja saattaa peruuntua syistä, joihin YIT ei voi vaikuttaa.
- Sääntelyyn ja oikeudenkäynteihin sekä hallinnointiin liittyvien riskien toteutuminen saattaa vaikuttaa YIT:n liiketoimintaan olennaisen haitallisesti.
- YIT ei välttämättä saa rahoitusta tai takauksia kilpailukykyisin ehdoin tai lainkaan eikä välttämättä pysty noudattamaan rahoitusjärjestelyistä johtuvia velvoitteitaan.
- YIT altistuu maksuvalmius- ja rahoitusriskeille.
- Mall of Tripla -kauppakeskuksen tai muun käypään arvoon arvostettavan omaisuuserän käypä arvo voi vaihdella, mikä voi vaikuttaa olennaisen haitallisesti YIT:n tulokseen tai taloudelliseen asemaan.

#### **Keskeiset tiedot arvopapereista**

##### **Mitkä ovat arvopapereiden keskeiset ominaisuudet?**

Arvopaperit ovat Liikkeeseenlaskijan vakuudettomia, takaamattomia ja alisteisia sitoumuksia (“**Velkakirjat**” tai “**Velkakirjalaina**”). Velkakirjat rekisteröidään Euroclear Finland Oy:n ylläpitämään Infinity-järjestelmään eikä niistä anneta fyysisiä velkakirjoja. Velkakirjojen ISIN on FI4000496310. Velkakirjojen valuutta on euro. Velkakirjojen arvo-osuuden yksikkökoko on 20.000 euroa ja niiden yhteenlaskettu nimellisarvo on 100 miljoonaa euroa. Velkakirjoja lasketaan liikkeeseen yhteensä 5.000 kappaletta. Liikkeeseenlaskija voi Velkakirjalainan ehtojen mukaisesti myöhemmin laskea liikkeeseen uusia arvopapereita, joiden ehdot ovat vastaavat kuin Velkakirjojen.

Velkakirjalainalla ei ole määriteltyä eräpäivää. Liikkeeseenlaskija ei ole velvollinen lunastamaan Velkakirjalainaa missään vaiheessa eivätkä Velkakirjojen haltijat voi vaatia Liikkeeseenlaskijaa lunastamaan Velkakirjalainaa. Velkakirjojen haltijoille maksetaan korkoa vain Velkakirjalainan ehtojen mukaisesti. Liikkeeseenlaskijalla on yksinomainen oikeus lykätä koron maksua lukuun ottamatta tiettyjä tilanteita, kuten määritelty Velkakirjalainan ehdoissa. Velkakirjojen haltijat käyttävät Velkakirjalainaan liittyvää päätösvaltaansa velkakirjalainanhaltijoiden kokouksessa tai kirjallisessa päätöksentekomenettelyssä. Tällaisissa kokouksissa tai kirjallisessa menettelyssä tehdyt päätökset voivat sitoa kaikkia Velkakirjojen haltijoita mukaan lukien Velkakirjojen haltijoita, jotka eivät osallistuneet asianomaiseen kokoukseen ja äänestäneet asianomaisessa kokouksessa tai osallistuneet kirjalliseen menettelyyn, ja Velkakirjojen haltijoita, jotka äänestivät enemmistöä vastaan.

Jos Liikkeeseenlaskija asetetaan tai määrätään selvitystilaan, konkurssiin tai yrityssaneeraukseen (ellei Velkakirjoja ole aiemmin lunastettu), Velkakirjojen haltijoiden oikeudet Velkakirjojen pääomaan, kertyneeseen korkoon tai muihin Velkakirjoihin liittyviin maksuihin ovat etusijajärjestyksessä: (i) alisteisia suhteessa Liikkeeseenlaskijan kaikkiin muihin

nykyisiin tai tuleviin velkoihin, joiden etusijajärjestyksestä ei ole määrätty; (ii) alisteisia suhteessa muihin Liikkeeseenlaskijan nykyisiin tai tuleviin alisteisiin velkoihin nähden, joiden alkuperäisissä ehdossa on määrätty, tai ne ovat Suomen lain nojalla, etusijaisia suhteessa Velkakirjalainaan; (iii) samalla etusijalla Velkakirjojen keskinäisessä suhteessa; (iv) vähintään samalla etusijalla Liikkeeseenlaskijan nykyisten vastaavien velkakirjalainojen tai Liikkeeseenlaskijan tulevaisuudessa liikkeeseen laskettavien velkakirjalainojen kanssa; ja (v) paremmalla etusijalla suhteessa Liikkeeseenlaskijan kaikkien osakelajien osakkeenomistajille maksettaviin sitoumuksiin nähden ja kaikkiin niihin Liikkeeseenlaskijan sitoumuksiin nähden, joiden ehdossa on määrätty niiden olevan tai ne ovat Suomen lain nojalla alisteisia Velkakirjalainaan nähden.

Velkakirjat ovat vapaasti vaihdettavissa sen jälkeen, kun ne ovat rekisteröity arvo-osuustilille.

### ***Missä arvopapereilla tullaan käymään kauppaa?***

Velkakirjojen ottamisesta kaupankäynnin kohteeksi pörssilistalle on tehty hakemus Nasdaq Helsinki Oy:lle.

### ***Mitkä ovat arvopapereihin liittyvät keskeiset riskit?***

- Velkakirjat ovat Liikkeeseenlaskijan vahvasti alistettuja sitoumuksia, mikä lisää Liikkeeseenlaskijan luottoriskiä Velkakirjojen haltijoille.
- Velkakirjat ovat eräpäivättömiä ja Velkakirjoihin ei liity eräännyttämisperusteita tai ristiin eräännyttämistä.
- Liikkeeseenlaskijalla on oikeus lykätä Velkakirjojen koron maksamista rajattomasti paitsi tiettyjen tapahtumien tapahduttua.
- Liikkeeseenlaskijan velkaantuneisuutta tai vakuuden antamista ei ole rajoitettu.
- Velkakirjoille ei ole asetettu kovenantteja, jotka ohjaisivat Liikkeeseenlaskijan toimintaa ja jotka estäisivät sitä myymästä omaisuuseriä tai muuten sellaisen merkittävän järjestelyn toteuttamista, jolla voi olla olennainen haitallinen vaikutus Velkakirjoihin ja Velkakirjojen haltijoihin.

### **Keskeiset tiedot arvopapereiden ottamisesta kaupankäynnin kohteeksi säännellyllä markkinalla**

#### ***Mitkä ovat arvopaperiin sijoittamisen edellytykset ja aikataulu?***

Velkakirjat tarjottiin merkittäviksi book-building -menettelyssä 25.3.2021 ja vähimmäismerkintänä oli 100.000 euroa. Velkakirjoja ei ole tarjottu, eikä tulla tarjoamaan, yleisölle. Velkakirjat laskettiin liikkeeseen 31.3.2021. Velkakirjojen ottamisesta kaupankäynnin kohteeksi Nasdaq Helsinki Oy:n pörssilistalle on jätetty hakemus ja Velkakirjat odotetaan otettavan kaupankäynnin kohteeksi 6.4.2021 alkaen.

Velkakirjat voidaan rekisteröidä haltijan nimiin arvo-osuustilille ja Velkakirjat ja niiden omistusoikeus on siirrettävissä ja omistusoikeus merkittävässä vain arvo-osuustilin kautta.

Liikkeeseenlaskijan arvio sille Velkakirjojen liikkeeseenlaskusta ja listalleotosta aiheutuvista kustannuksista on yhteensä noin 0,6 miljoonaa euroa. Liikkeeseenlaskija ei veloita palkkioita tai muita maksuja sijoittajalta. Tilinhoitajayhteisöt voivat veloittaa oman hinnoittelunsa mukaisia palkkioita merkinnästä, tilien avaamisesta, tilien ylläpitämisestä tai muista Velkakirjojen hallintaan liittyvistä järjestelyistä.

#### ***Miksi tämä Esite on laadittu?***

Tämä Esite on laadittu Velkakirjojen listalleottoa varten. Liikkeeseenlaskija tulee käyttämään Velkakirjalainasta saamansa varat, liikkeeseenlaskusta aiheutuvien kulujen vähentämisen jälkeen, YIT:n maaliskuussa 2021 päivätyn vihreän rahoituksen viitekehyksen (Green Finance Framework) mukaisesti vihreiden hankkeiden tai omaisuuserien rahoittamiseen tai uudelleenrahoittamiseen tai muutoin kyseisen viitekehyksen mukaisesti.

Liikkeeseenlaskijan arvio liikkeeseenlaskusta kerättävien varojen nettomäärästä, kulujen ja palkkioiden vähennysten jälkeen, on noin 99,4 miljoonaa euroa.

#### ***Olennaiset intressit***

Pääjärjestäjien (Danske Bank A/S, Nordea Bank Oyj ja OP Yrityspankki Oyj) ("Pääjärjestäjät") intressit ovat tavanomaiset liiketaloudelliset intressit rahoitusmarkkinoilla. Liikkeeseenlaskija maksaa Pääjärjestäjille palkkion Velkakirjojen tarjoamisesta ja liikkeeseenlaskusta. Nykyinen velka, joka uudelleenrahoitetaan Velkakirjojen liikkeeseenlaskusta kerättävillä varoilla, voi sisältää Pääjärjestäjien antamaa velkaa. Lisäksi Danske Bank A/S toimi ainoana neuvonantajana vihreän rahoituksen viitekehyksen laatimisessa uuden liikkeeseenlaskun yhteydessä ja OP Yrityspankki Oyj toimi ainoana takaisinostotarjouksen järjestäjänä takaisinostotarjouksen yhteydessä.

Lisäksi Pääjärjestäjät ja niiden kanssa samaan konserniin kuuluvat yhtiöt ja/tai niiden lähipiiri-yhtiöt ovat tarjonneet ja saattavat tulevaisuudessa tarjota Liikkeeseenlaskijalle sijoitus-, vakuutus, pankki- ja/tai muita palveluita osana

tavanomaista liiketoimintaansa, joista ne ovat saaneet, tai tulevat saamaan, tavanomaiset palkkiot ja kulukorvaukset. Pääjärjestäjillä ja niiden kanssa samaan konserniin kuuluvilla yhtiöillä ja/tai niiden lähipiiriyhtiöillä voi myös olla hallussaan olemassa olevia velkakirjoja, jotka uudelleenrahoitetaan Velkakirjojen liikkeeseenlaskusta kerättävillä varoilla. Pääjärjestäjät ja niiden kanssa samaan konserniin kuuluvat yhtiöt ja/tai niiden lähipiiriyhtiöt ovat myös osana tavanomaista liiketoimintaansa toimineet järjestäjinä tai lainanantajina Liikkeeseenlaskijan ja sen lähipiiriyhtiöiden lainasopimuksissa sekä erilaisissa rooleissa osakkeiden ja vakuudettomien velkakirjojen liikkeeseenlaskuissa, joista ne ovat saaneet, tai tulevat saamaan, tavanomaisia korkoja, palkkioita ja kulukorvauksia.

## RISK FACTORS

*An investment in the Capital Securities involves a number of risks, many of which are inherent to YIT's business and could be significant. Investors considering investment in the Capital Securities should carefully review the specific risk factors described below, the specific risk factors described in section "Risk factors" in the Issuer's Registration Document as well as other information contained in the Prospectus. Factors possibly affecting an investment decision are also discussed elsewhere in the Prospectus. The following description is a summary of certain risk factors that may affect the Issuer's ability to fulfil its obligations under the Capital Securities or that are material in order to assess the market risk associated with the Capital Securities. This description is based on information known and assessed at the time of preparing the Prospectus, and, therefore, the description of the risk factors is not necessarily exhaustive.*

*Should one or more of the risk factors described herein materialise, it may have a material adverse effect on YIT's ability to fulfil its obligations under the Capital Securities as well as the market price and value of the Capital Securities. As a result, investors may lose part or all of their investment.*

*The risk factors are presented below in three categories. While the categories are not presented in any order of materiality, in each risk category the most material risks, in the assessment of the Issuer, taking into account the negative impact on the Issuer and the Capital Securities and the probability of their occurrence, are presented first. The description of the risk factors is based on the information and values available on the date of this Securities Note and is not necessarily exhaustive.*

*Words and expressions in this section shall have the meanings defined in Annex A: Terms and Conditions of the Capital Securities (the "Terms and Conditions").*

### **Risks relating to the Capital Securities as debt of the Issuer**

***The Capital Securities are deeply subordinated obligations of the Issuer which increases the Holders' credit risk in respect of the Issuer.***

The Capital Securities are unsecured, deeply subordinated obligations of the Issuer and are currently the most junior debt instruments of the Issuer, ranking behind all the claims of unsubordinated creditors of the Issuer and the claims of the creditors in respect of Issuer Subordinated Indebtedness, at least *pari passu* with any present or future outstanding capital securities of the Issuer, and in priority to payments to the holders of all classes of share capital of the Issuer in their capacity as such holders and any other obligation of the Issuer expressed by its terms to rank junior to the Capital Securities. The Holders are exposed to a credit risk in respect of the Issuer and would be unsecured and subordinated creditors in the event of the Issuer's voluntary or involuntary liquidation, bankruptcy or reorganisation and they would not be entitled to demand that any collateral or guarantee be given for the Capital Securities in connection with a Corporate Restructuring Event which increases the Holders' credit risk in respect of the Issuer. The investor's possibility to receive payment under the Capital Securities is thus dependent on the Issuer's ability to fulfil all its senior payment obligations, which, in turn, is to a large extent dependent on developments in the Issuer's business and financial performance. Accordingly, any adverse change in the financial condition and prospects of the Issuer may adversely affect the liquidity, values and market prices for the Capital Securities, and significantly reduce the probability that the Holder will receive prompt and full payment, when due, for principal, interest and/or any other amounts and items payable to the Holders pursuant to the Capital Securities from time to time. In addition to the Capital Securities being subordinated obligations of the Issuer themselves, the Capital Securities will effectively be subordinated to claims of all of the creditors of the Issuer's subsidiaries, including trade creditors, secured creditors and creditors holding indebtedness and guarantees issued by the subsidiaries.

Should the Issuer become insolvent during the term of the Capital Securities, an investor may forfeit interest payable on, and the principal amount of, the Capital Securities in whole or in part. An investor is always solely responsible for the economic consequences of its investment decisions which in this case involve substantial financial risk.

***The Capital Securities contain no limitation on issuing additional debt or granting of security.***

There is no restriction on the amount of debt that the Issuer may issue or guarantee that ranks senior or *pari passu* to the Capital Securities. Nor is there any restriction on granting of security by the Issuer on any existing or future debts. Such issuance of further debt or granting of security may significantly reduce the amount recoverable by the Holders upon the winding-up or insolvency of the Issuer or may increase the likelihood that the Issuer elects to defer interest payments under the Capital Securities or reduce the market value of the Capital Securities.

***The Capital Securities do not contain covenants governing the Issuer's operations and do not limit its ability to effect asset sales or otherwise effect significant transactions that may have a material adverse effect on the Capital Securities and the Holders.***

The Capital Securities do not contain provisions designed to protect Holders from a reduction in the creditworthiness of the Issuer. In particular, the Terms and Conditions of the Capital Securities do not restrict the Issuer's ability to enter into an asset sale or other significant transaction that could materially alter its existence, jurisdiction of organisation or regulatory regime and/or its composition and business. In the event the Issuer was to enter into such a transaction, Holders could be materially and adversely affected.

***The Holders of the Capital Securities have no voting rights.***

The Holders have no voting rights with respect to the general meetings of shareholders of the Issuer. Consequently, in the Issuer's general meetings of shareholders, the Holders cannot influence any decisions by the Issuer to redeem the Capital Securities, defer interest payments or any decisions by the Issuer's shareholders concerning, for instance, the capital structure of the Issuer or any other matters relating to the Issuer.

***The Capital Securities are not rated.***

The Capital Securities or any other long-term indebtedness of the Issuer are not currently rated by any rating agency nor is it the current intention of the Issuer to request any such rating. One or more independent credit rating agencies may independently assign credit ratings to the Capital Securities. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Capital Securities. A rating or the absence of a rating is not recommendation to buy, sell or hold securities.

#### **Risks relating to the marketability of the Capital Securities**

***The market value of the Capital Securities may fluctuate.***

The market value of the Capital Securities will be affected by the creditworthiness of the Issuer and a number of additional factors, including, but not limited to, market interest and yield rates and the perpetual nature of the Capital Securities. The value of the Capital Securities depends on a number of interrelated factors, including economic, financial and political events in Finland or elsewhere, including factors affecting capital markets generally and the stock exchanges on which the Capital Securities are traded. Any such changes could have a more volatile effect on, and lead to a greater deterioration in, the value of the Capital Securities than that of a senior bond. The price at which a Holder may be able to sell the Capital Securities from time to time may be at a discount, which could be substantial, from the issue price or the purchase price paid by such Holder.

***The Capital Securities may not be a suitable investment for all investors.***

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

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Capital Securities, the merits and risks of investing in the Capital Securities and the information contained in or referred to in this Securities Note;
- (ii) understand thoroughly the Terms and Conditions of the Capital Securities which are more complex than other debt instruments;
- (iii) each an investment decision only after careful consideration of the information contained in or referred to in this Securities Note;
- (iv) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Capital Securities and the impact the Capital Securities will have on its overall investment portfolio;
- (v) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Capital Securities which may include complete loss of principal and/or interest; and
- (vi) be able to evaluate (either alone or with the help of a financial and/or other professional adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.



***An active trading market for the Capital Securities may not develop.***

There can be no assurance that an active trading market for the Capital Securities will develop. If an active trading market does develop, there can be no assurance that it will be maintained. If an active trading market for the Capital Securities does not develop or is not maintained, the market or trading price and liquidity of the Capital Securities may be adversely affected. The Issuer is entitled to buy and sell the Capital Securities for its own account or for the account of others, and to issue further securities. Such transactions may favourably or adversely affect the price development of the Capital Securities. If additional and competing products are introduced in the markets, this may adversely affect the value of the Capital Securities.

***Risk of early redemption at the option of the Issuer or following the occurrence of a Tax Event, Accounting Event, Change of Control, Withholding Tax Event, Corporate Restructuring Event, Clean-up Call Option Event or Replacing Capital Event.***

The Issuer may, at its option, redeem all, but not some only, of the Capital Securities on the Reset Date and on any Interest Payment Date after the Reset Date, and at any time following the occurrence of a Tax Event, an Accounting Event, a Change of Control, a Withholding Tax Event, a Corporate Restructuring Event or a Replacing Capital Event, as described in Clause 8 (*Redemption and Purchase*) of the Terms and Conditions of the Capital Securities. The Issuer may, at its option, at any time, also elect to redeem the Capital Securities in whole, but not in part if at any time the Adjusted Nominal Amount (as defined in the Terms and Conditions of the Capital Securities) of the Capital Securities is twenty-five (25) per cent. or less of the aggregate nominal amount of the Capital Securities issued (a “**Clean-up Call Option Event**”).

In the event of a redemption of the Capital Securities following the occurrence of a Withholding Tax Event, a Clean-up Call Option Event or a Change of Control, such redemption of the Capital Securities will be made at the principal amount of the Capital Securities together with any Accrued Interest and arrears of interest (including any Deferred Interest), as described in such Clause 8. In the event of a redemption at the option of the Issuer following the occurrence of a Tax Event, Corporate Restructuring Event, Accounting Event or Replacing Capital Event such redemption of the Capital Securities will be made (i) in the case of a Tax Event, a Corporate Restructuring Event or an Accounting Event before the Reset Date, at 101 per cent of the principal amount of the Capital Securities, (ii) in the case of a Replacing Capital Event before the Reset Date, at 103 per cent of the principal amount of the Capital Securities and (iii) in all such cases, at their principal amount together with any Accrued Interest and any arrears of interest (including any Deferred Interest) where such redemption occurs on or after the Reset Date or in case of a redemption of the Capital Securities in respect of a Holder who opposes a Corporate Restructuring Event, as described in such Clause 8.

The circumstances upon which a Tax Event, an Accounting Event, a Change of Control, a Withholding Tax Event, Corporate Restructuring Event, a Clean-up Call Option Event or a Replacing Capital Event could occur may be uncertain and unforeseeable to the Holders and the Issuer. However, the Holders should note that a Corporate Restructuring Event in certain scenarios may be within the Issuer’s control. Corporate Restructuring Events include any reduction of share capital pursuant to Chapter 14 of the Finnish Companies Act, an amendment of the Issuer’s Articles of Association pursuant to Chapter 14, Section 7 of the Finnish Companies Act or a merger or demerger pursuant to Chapters 16 and 17 of the Finnish Companies Act or similar creditor protection mechanisms that may become applicable on the Issuer.

As a result of any circumstances (at the option of the Issuer or otherwise) resulting in a Corporate Restructuring Event, a Holder may exercise its statutory right to oppose such Corporate Restructuring Event. In the event of a Holder opposing such Corporate Restructuring Event, the Issuer may redeem the Capital Securities held by the opposing Holder (such Holder, a “**Redeemed Holder**”) at the Nominal Amount of the redeemed Capital Securities, together with any Accrued Interest. The Redeemed Holder is obliged to withdraw its notice of opposing the relevant Corporate Restructuring Event no later than seven (7) days prior to the intended date of the consummation of the Corporate Restructuring Event and the Issuer shall pay the Redeemed Holder the relevant redemption amount no later than on the date that the Corporate Restructuring Event is consummated. Further, without prejudice to the Redeemed Holder’s primary obligation to withdraw its notice opposing the relevant Corporate Restructuring Event, the Issuer may, at any time after the relevant Redemption Date, withdraw such notice to oppose the relevant Corporate Restructuring Event following the payment of the relevant redemption amount.

The likelihood of redemption at the option of the Issuer might adversely affect the market value of such Capital Securities. During any period when the Issuer may elect to redeem the Capital Securities, the market value of the Capital Securities generally will not rise substantially above the price at which they can be redeemed. The Issuer may also be expected to redeem the Capital Securities when its cost of borrowing is lower than the interest rate on the Capital Securities. There can be no assurance that, at the relevant time, the Holders will be able to reinvest the redemption proceeds at an effective interest rate as high as the return that would have been received on such Capital Securities had they not been redeemed. Potential investors should consider reinvestment risk in light of other investments available at that time.

### ***Interest rate risk.***

Interest on the Capital Securities, which is until the Reset Date calculated at a fixed rate, involves the risk that subsequent changes in market interest rates may adversely affect the value of the Capital Securities. While the nominal interest rate of a fixed interest rate security is fixed, in this case, during a certain period of time, the current interest rate on the capital markets (market interest rate) typically changes on a daily basis. As the market interest rate changes, the price of such security changes in the opposite direction. If the market interest rate increases, the price of such security typically falls, until the yield of such security is approximately equal to the market interest rate. If the market interest rate decreases, the price of a fixed rate security typically increases, until the yield of such security is approximately equal to the market interest rate. Holders should be aware that movements of the market interest rate can adversely affect the price of the Capital Securities and can lead to losses for the Holders if they sell Capital Securities during the period in which the market interest rate exceeds the fixed rate of the Capital Securities.

Following the Reset Date, interest on the Capital Securities shall be calculated on the basis of 3-month EURIBOR plus a margin in the aggregate of the re-offer spread and 5 per cent per annum. Consequently, the interest rate of the Capital Securities may vary during the investment period. If the interest rate develops in an unfavorable manner, the yield of the Holder may be less than expected. A holder of a security with a floating interest rate is exposed to the risk that the market value of the security may fall as a result of changes in the market interest rates. Market interest rates follow the changes in general economic conditions, and are affected by, among other things, demand and supply for money, liquidity, inflation rate, economic growth, benchmark rates of central banks, implied future rates, and changes and expectations related thereto. Consequently, the Holders should be aware that movements of market interest rates may result in a material decline in the market price of the Capital Securities and can lead to losses for the Holders if they sell the Capital Securities.

### ***The regulation and reform of “benchmarks” may adversely affect the value of Capital Securities linked to or referencing such “benchmarks”.***

Interest rates and indices which are deemed to be “benchmarks” (such as, in the case of the Capital Securities, EURIBOR), are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on the Capital Securities linked to or referencing such a “benchmark”. The Benchmarks Regulation (Regulation (EU) 2016/1011) has applied since 1 January 2018. The Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. It, among other things, (i) requires benchmark administrators to be authorised or registered (or, if non-EU based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of “benchmarks” of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The Benchmarks Regulation could have a material impact on any Capital Securities, in particular, if the methodology or other terms of the “benchmark” are changed in order to comply with the requirements of the Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant “benchmark”. More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of “benchmarks”, could increase the costs and risks of administering or otherwise participating in the setting of a “benchmark” and complying with any such regulations or requirements. Such factors may have the following effects on certain “benchmarks”: (i) discourage market participants from continuing to administer or contribute to the “benchmark”, (ii) trigger changes in the rules or methodologies used in the “benchmark” or (iii) lead to the disappearance of the “benchmark”. Any of the above changes or any other consequential changes as a result of national or international reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Capital Securities.

### **Risks relating to the status and form of the Capital Securities**

#### ***The Capital Securities are perpetual and there are no events of default or cross default under the Capital Securities.***

The Capital Securities are perpetual securities with no specified final maturity date. The Issuer is under no obligation to redeem the Capital Securities at any time. The Holders have no right to call for their redemption and, therefore, the Holders should be aware that they may be required to bear the financial risks of an investment in the Capital Securities for an indefinite period of time and may not recover their investment in the foreseeable future, or at all.

The terms and conditions of the Capital Securities do not provide for any events of default, including cross default allowing acceleration of the Capital Securities, if certain events occur. Accordingly, if the Issuer fails to meet any obligations under the Capital Securities, including the payment of any interest, investors will not have the right of acceleration of principal. Upon a payment default, the sole remedy available to the Holders for recovery of amounts owing

in respect of any payment of principal or interest on the Capital Securities will be the institution of proceedings to enforce such payment. Notwithstanding the foregoing, the Issuer will not, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

***The Issuer has the right to defer interest payments indefinitely unless certain events occur.***

The Issuer has the right to defer any payment of interest on the Capital Securities if the requirements for deferral set out in the Terms and Conditions of the Capital Securities are satisfied. As a result, the sequence of future payments to the Holders is uncertain.

Interest, which accrues during an Interest Period ending on, but excluding, an Interest Payment Date, will be due on that Interest Payment Date, unless the Issuer elects to defer such payment in whole or part, and the Issuer shall not have any obligation to make such payment and any failure to so pay shall not constitute a default by the Issuer under the Capital Securities or for any other purpose.

Any interest in respect of the Capital Securities, which has been deferred on an Interest Payment Date, shall constitute arrears of interest and bear interest, and shall be payable, as described in Clause 7 (*Interest Payment and Deferral*) of the Terms and Conditions of the Capital Securities. The Issuer shall not be entitled to further defer any such deferred payment of interest that has become payable in accordance with the above.

Any deferral of interest payments or expectation of deferral will be likely to have an adverse effect on the market price of the Capital Securities. In addition, as a result of the above provisions of the Capital Securities, the market price of the Capital Securities may be more volatile than the market prices of other debt securities on which interest accrues that are not subject to the above provisions and may be more sensitive generally to adverse changes in the Issuer's financial condition.

***Amendments to the Capital Securities bind all Holders.***

The Terms and Conditions may be amended in certain circumstances, with the required consent of a defined majority of the Holders. The Terms and Conditions contain provisions for calling meetings or written procedure of the Holders to consider matters affecting the interests of the Holders generally. These provisions permit defined majorities to bind all Holders including Holders who did not attend and vote at the relevant meeting or the written procedure and Holders who voted in a manner contrary to the majority.

***Risk of adverse tax implications.***

Potential purchasers and sellers of the Capital Securities should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Capital Securities are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for financial instruments such as the Capital Securities. Potential investors are advised to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, sale and redemption of the Capital Securities. Only these advisors are in a position to duly consider the specific situation of the potential investor. Each prospective investor should consult his or her own advisers as to legal, tax and related aspects of an investment in the Capital Securities. A Holder's effective yield on the Capital Securities may be diminished by the tax impact on that Holder of his or her investment in the Capital Securities.

***There can be no assurance as to the impact of a change in laws or practices.***

The Capital Securities are governed by the laws of Finland and their Terms and Conditions are based on Finnish law in effect on the date of this Securities Note. Finnish laws (including but not limited to tax laws) and regulations governing the Capital Securities may change during the life of the Capital Securities, and new judicial decisions may be given and new administrative practices may develop. No assurance can be given as to the impact of any such possible change of laws or regulations, or new judicial decision or administrative practice occurring after the date of this Securities Note. Hence, if any such event arises, it may have a material adverse effect on Issuer's financial condition as well as the market price and value of the Capital Securities. Such event may also cause material financial losses or damage to the Holders.

***The accounting treatment of the Capital Securities under the International Financial Reporting Standards may change.***

Under the IFRS as currently in force, the Capital Securities will be treated as equity in the Issuer's consolidated financial statements. However, there can be no assurance that this treatment will not change during the life of the Capital Securities. In June 2018, the International Accounting Standards Board ("IASB") published the discussion paper DP/2018/1 on "Financial Instruments with Characteristics of Equity" (the "DP/2018/1 Paper"). If the proposals set out in the DP/2018/1 Paper are implemented in their current form, the IFRS accounting classification currently in force may change and this may result in the occurrence of an Accounting Event (as defined in the Terms and Conditions of the Capital Securities).

However, the implementation of any of the proposals set out in the DP/2018/1 Paper or any other similar such proposals, including the extent and timing of any such implementation, if at all, is still uncertain. Upon the occurrence of an Accounting Event, the Issuer is entitled to redeem the Capital Securities without the prior approval of the Holders (see “Risk of early redemption at the option of the Issuer or following the occurrence of a Tax Event, Accounting Event, Change of Control, Withholding Tax Event, Corporate Restructuring Event, Clean-up Call Option Event or Replacing Capital Event” above and Clause 8 (*Redemption and Purchase*) of the Terms and Conditions of the Capital Securities). Any amendments affecting the accounting treatment of the Capital Securities could have a material adverse effect on the Holders. The redemption of the Capital Securities by the Issuer, or the perception that the Issuer will exercise its redemption right, might negatively affect the market value of the Capital Securities.

***The completion of transactions relating to the Capital Securities is dependent on Euroclear Finland Oy’s operations and systems.***

The Capital Securities are issued in the book-entry securities system of Euroclear Finland Oy (see Clause 4 (*Registration and Issuance of Capital Securities*) of the Terms and Conditions of the Capital Securities). Pursuant to the Act on the Book-Entry System and Clearing Operations (348/2017, as amended), the Capital Securities will not be evidenced by any physical note or document of title other than statements of account made by Euroclear Finland Oy or its account operator. The Capital Securities are dematerialised securities, and title to the Capital Securities is recorded and transfers of the Capital Securities are effected only through the relevant entries in the book-entry system and registers maintained by Euroclear Finland Oy and its account operators. Therefore, timely and successful completion of transactions relating to the Capital Securities, including but not limited to transfers of, and payments made under, the Capital Securities, depend on the book-entry securities system being operational and that the relevant parties, including but not limited to the payment transfer bank and the account operators of the Holders, are functioning when transactions are executed. Any malfunction or delay in the book-entry securities system or any failure by any relevant party may result in the transaction involving the Capital Securities not taking place as expected or being delayed, which may cause financial losses or damage to the Holders whose rights depended on the timely and successful completion of the transaction.

The Issuer or any third party will not assume any responsibility for the timely and full functionality of the book-entry securities system. Payments under the Capital Securities will be made in accordance with the laws governing the book-entry securities system, the rules of Euroclear Finland Oy and the Terms and Conditions of the Capital Securities. For purposes of payments under the Capital Securities, it is the responsibility of each Holder to maintain with its respective book-entry account operator up to date information on applicable bank accounts.

***The use of proceeds from the Offering may not be suitable investment criteria for all investors seeking exposure to green assets.***

Pursuant to the Terms and Conditions of the Capital Securities, the proceeds from the issue of the Capital Securities are intended to be applied for the purposes of financing or refinancing eligible green projects or assets or otherwise in accordance with YIT’s Green Finance Framework, dated March 2021 (the “**Green Finance Framework**”)(see section “*Green Finance Framework*” in the Registration Document). Prospective investors should have regard to the information set out in the Terms and Conditions of the Capital Securities and the Green Finance Framework regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Capital Securities together with any other investigation such investor deems necessary. In particular no assurance is given by the Issuer that the use of proceeds for financing or refinancing eligible green projects or assets or otherwise in accordance with the Green Finance Framework will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, 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 of any projects, assets or uses, the subject of or related to, any eligible green projects or assets according to the Green Finance Framework.

In addition, no market consensus exists as to what constitutes a “green” labelled project or asset, nor is there any clearly defined legal, regulatory or other similar standardised definition for a “green” labelled project or asset. It is also possible that no such clear definition or market consensus will develop in the future. Consequently, there is a risk that any eligible projects or assets described in the Green Finance Framework will not meet any or all present or future investor expectations as regards such “green” performance objectives, nor can any assurance be given that there will be no adverse environmental or other impacts during the implementation of, or otherwise attributable to, any eligible projects or assets described in the Green Finance Framework.

Further, there can be no assurance that the eligible projects or assets described in the Green Finance Framework will be capable of being implemented in or substantially in the manner set out in the Green Finance Framework and that the proceeds from the issue of the Capital Securities will be totally or partially disbursed for such eligible projects or assets or otherwise in accordance with the Green Finance Framework. Nor can there be any assurance that any eligible projects or assets described in the Green Finance Framework will be completed within any specified period or at all or with the

results or outcome as originally expected or anticipated by the Issuer, and there is a risk that the Holders will not have appropriate or timely remedies, or any remedies at all, available in any such event or failure. Any such event or failure by the Issuer will not constitute an event of default under the Capital Securities.

Any such event or failure to apply the proceeds from the issue of Capital Securities for financing or refinancing eligible green projects or assets or otherwise in accordance with the Green Finance Framework as aforesaid may have a material adverse effect on the value of the Capital Securities and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

***The third-party opinion on the Green Finance Framework may not be deemed reliable on an ongoing basis.***

CICERO Shades of Green AS (“CICERO”) has provided the Issuer with a third-party second opinion on the Green Finance Framework. Based on its review, CICERO rated the Issuer’s Green Finance Framework with its Light Green shading (see section “*Green Finance Framework*” in the Registration Document). In addition, YIT is expected to publish annually a Green Finance Framework Impact Report, which is expected to be reviewed annually by the Issuer’s external auditor. Neither the external auditor nor CICERO are responsible for the implementation of the Green Finance Framework. Furthermore, CICERO is not following up on the investments made under the Green Finance Framework and also the external auditor is conducting its follow-up only on the limited assurance basis and, therefore, the opinion and the reviews may be misleading on an ongoing basis. Further, the opinion and reviews will only be current on the date such opinion or review is issued and could be deemed irrelevant at a later stage. The providers of such reviews and opinions might not be subject to any specific supervision or regulatory regime and there is a risk that they will be deemed as not being reliable or objective in the future. No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of such opinion (whether or not solicited by the Issuer) in connection with the issue of the Capital Securities and in particular with any financing or refinancing of eligible green projects or assets or otherwise in accordance with the Green Finance Framework to fulfil any environmental, sustainability, social and/or other criteria. Such opinion is not, nor should be deemed to be, a recommendation by the Issuer or any other person to buy, sell or hold any Capital Securities. There is a risk that the Green Finance Framework or the use of proceeds from the issue of the Capital Securities will not satisfy any and all present or future investors as regards any investment criteria or guidelines which such investor or its investments are required to comply with. Prospective investors must determine for themselves the relevance of any such opinion for the purpose of any investment in the Capital Securities.

Any such event or failure to apply the proceeds from the issue of the Capital Securities for financing or refinancing eligible green projects or assets or otherwise in accordance with the Green Finance Framework and/or withdrawal of any such opinion attesting that the Issuer is not complying in whole or in part with any matters for which such opinion is opining on will not constitute an event of default under the Capital Securities and may have a material adverse effect on the value of the Capital Securities and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

***Risks related to Finnish Insolvency Law.***

Under Finnish law, there are two corporate insolvency regimes for companies facing financial difficulties: bankruptcy (Fin: *konkurssi*) and corporate restructuring (Fin: *yrityssaneeraus*). Bankruptcy is a form of insolvency proceedings covering all the liabilities of the debtor, where the assets of the debtor are used in payment of the claims in bankruptcy pursuant to the Bankruptcy Act (120/2004, as amended) (Fin: *Konkurssilaki*). Corporate restructuring is a restructuring arrangement which aims to rehabilitate a distressed debtor’s viable business, makes debt arrangements and provides for the debtor’s continued operation as set forth in the Restructuring of Enterprises Act (47/1993, as amended) (Fin: *Laki yrityksen saneerauksesta*).

In bankruptcy proceedings, all of the debtor’s available assets and legal competence related thereto are transferred to the bankruptcy estate. The debtor loses its authority over its assets and decision-making of the company is vested in the creditors. However, in practice, this power is largely transferred to the bankruptcy administrator. The statutory obligations of the bankruptcy administrator are to represent the estate, and handle its routine administration, draw-up the estate inventory and debtor description, scrutinise and sell the assets of the estate and determine whether it is possible to reverse transactions and recover assets, receive documents lodging claims, and draft a proposed distribution list. The administrator takes care of the sale of the assets belonging to the estate. The creditors have the authority to decide on matters pertaining to the bankruptcy estate, such as, e.g., the sale of the bankruptcy estate’s assets, the continuation of its business and establishment of a creditors’ committee. In bankruptcy proceedings each creditor has a general right to vote in the proceedings with a voting strength equal to the creditor’s claim in the bankruptcy estate. Most decisions in a bankruptcy estate are made by a majority vote of creditors in accordance with their receivables. Usually, subordinated creditors, such as the Holders, would not have a right to vote in any creditor meeting since the assets of the bankruptcy estate are often insufficient to repay all senior ranking claims in full.

As a part of a corporate restructuring proceedings, creditors are divided into classes pursuant to the Restructuring of Enterprises Act. In a corporate restructuring, subordinated creditors, such as the Holders, form their own creditor group.

Provisions regarding voting, the voting procedure and its timeline, as well as the majority requirements are set forth in detail in the Restructuring of Enterprises Act. Creditors with the lowest priority will not be able to vote if, according to the restructuring programme, creditors with a higher-priority claim do not receive their full payment or their legal position will otherwise worsen.

As a result of the limitations on subordinated creditors' rights to vote, Holders, in most cases, would be unable to influence decisions made at any creditors' meeting in a bankruptcy proceeding. The same restriction may restrict the Holder's ability to vote on the restructuring programme in respect of a corporate restructuring.

***Rights to payments that have not been claimed within three (3) years are prescribed.***

In case any payment under the Capital Securities has not been claimed within three (3) years from the original due date thereof, the right to such payment shall be prescribed. Such prescription may incur financial losses to such Holders who have not claimed payment under the Capital Securities within three (3) years.

## OVERVIEW OF THE ISSUE OF THE CAPITAL SECURITIES

Issuer	YIT Corporation, a public limited liability company incorporated in Finland.
Issuer's LEI code	529900M13GM4VSTE6W80.
Risk Factors	Investing in the Capital Securities involves risks. The principal risk factors relating to the Issuer are discussed in the section “ <i>Risk Factors</i> ” of the Registration Document and the principal risk factors relating to the Capital Securities are discussed in the section “ <i>Risk Factors</i> ” of this Securities Note.
Joint Lead Managers and Joint Bookrunners	Danske Bank A/S, Nordea Bank Abp and OP Corporate Bank plc.
Issuer Agent and Calculation Agent	OP Custody Ltd
Decisions and authorisations	Authorisation of the Board of Directors of the Issuer dated 8 March 2021.
Type and class of the Capital Securities	Unsecured and subordinated perpetual capital securities of the Issuer
Type of issue	Individual issue of Capital Securities offered to eligible counterparties, professional clients and retail clients, each as defined in MiFID II (as further described in this Securities Note). The aggregate principal amount of the Capital Securities (EUR 100 million) was issued on 31 March 2021.
Interest of the Joint Lead Managers and Joint Bookrunners	<p>Business interest customary in the financial markets. The Joint Lead Managers and Joint Bookrunners will be paid a fee by the Issuer in respect of the offering and issue of the Capital Securities. Existing financial indebtedness to be refinanced with the proceeds from the issue of Capital Securities may include financial indebtedness provided by the Joint Lead Managers and Joint Bookrunners. In addition, Danske Bank also acted as the sole green structuring advisor in conjunction with the new issue, and OP also as the sole dealer manager in the tender offer.</p> <p>In addition, the Joint Lead Managers and Joint Bookrunners and other entities within the same group and/or their affiliates have provided, and may provide in the future, the Issuer with investment, insurance, banking and/or other services in the ordinary course of business for which they may have received and may continue to receive customary fees and commissions. The Joint Lead Managers and Joint Bookrunners and other entities within the same group and/or their affiliates may also hold existing notes to be refinanced with the proceeds from the issuance of Capital Securities. The Joint Lead Managers and Joint Bookrunners and other entities within the same group and/or their affiliates have also acted in the ordinary course of business as arrangers or lenders under certain loan agreements of the Issuer and its affiliates, and in various roles in share and unsecured notes issues for which it has received, and may continue to receive, customary interest, fees and commissions.</p>
Ranking of the Capital Securities	The Capital Securities constitute unsecured, unguaranteed and deeply subordinated obligations of the Issuer ranking behind all claims of unsubordinated creditors of the Issuer and the claims of the creditors in respect of the Issuer Subordinated Indebtedness, ranking <i>pari passu</i> among each other and at least <i>pari passu</i> with any other present capital securities or future outstanding capital securities of the Issuer, and in priority to payments to the holders of all classes of share capital of the Issuer in their capacity as such holders and any other obligation of the Issuer expressed by its terms to rank, or pursuant to applicable Finnish law rank, junior to the Capital Securities.

Form of the Capital Securities	Dematerialised securities issued in book-entry form in the Infinity book-entry System maintained by Euroclear Finland Oy, Urho Kekkosen katu 5C, FI-00100 Helsinki, Finland.
Listing	Application has been made to have the Capital Securities listed on the official list of Nasdaq Helsinki.
Depository and settlement system	Euroclear Finland Oy, Urho Kekkosen katu 5C, FI-00100 Helsinki, Finland, Infinity book-entry system of Euroclear Finland Oy.
ISIN Code of the Capital Securities	FI4000496310
Issue Price and Effective yield of the Capital Securities	At the issue price of 100 per cent, the effective yield of the Capital Securities is 5.750 per cent per annum.
Minimum subscription amount	EUR 100,000.
Denomination of a book-entry unit	EUR 20,000.
Issue Date	31 March 2021
Reset Date	31 March 2026
Redemption	The Issuer may, by giving not less than thirty (30) nor more than sixty (60) days' notice to the Calculation Agent and the Holders (which notice shall be irrevocable and shall specify the date fixed for redemption), elect to redeem all but not some only, of the Capital Securities on the Reset Date or on any Interest Payment Date thereafter at their Nominal Amount, together with any Accrued Interest to, but excluding the date of redemption, or following a Tax Event, Accounting Event, Replacing Capital Event, Corporate Restructuring Event, Withholding Tax Event, and Change of Control, as further described in the Clause 8 ( <i>Redemption and Purchase</i> ) of the Terms and Conditions of the Capital Securities. Additionally, the Issuer may, by giving not less than fifteen (15) nor more than forty-five (45) days' notice to the Calculation Agent and the Holders (which notice shall be irrevocable and shall specify the date fixed for redemption), elect to redeem all but not some only, of the Capital Securities at their Nominal Amount together with any Accrued Interest to, but excluding, the date of redemption if at any time the Adjusted Nominal Amount of the Capital Securities is twenty-five (25) per cent. or less of the aggregate nominal amount of the Capital Securities issued.
Purchases	The Issuer or any Group Company may at any time purchase Capital Securities in any manner and at any price. If purchases are made by tender, tenders must be available to all Holders alike. The repurchased Capital Securities may be resold or nullified.
Interest on the Capital Securities	Each Capital Security bears interest on its outstanding principal amount (i) from (and including) the Issue Date to (but excluding) the Reset Date at a fixed rate of 5.750 per cent per annum payable annually in arrears on 31 March in each year and commencing on 31 March 2022 and (ii) from (and including) the Reset Date to (but excluding) the final redemption of the Capital Securities, at the Floating Interest Rate (as defined in the " <i>Terms and Conditions of the Capital Securities</i> ") payable quarterly in arrears on 31 March, 30 June, 30 September and 31 December in each year commencing on 30 June 2026. The interest rate of the Capital Securities shall be increased in the case of a Minority Dividend or, in certain circumstances, following a Change of Control. Payment of interest on the Capital Securities may be indefinitely deferred at the option of the Issuer, except under certain circumstances, as described in Clause 7.1.2, 7.1.3 and 7.1.4 of the " <i>Terms and Conditions of the Capital Securities</i> ".  As at the date of this Securities Note, the Screen Rate under the Terms and Conditions of the Capital Securities is EURIBOR. EURIBOR constitutes a benchmark according to the regulation (EU) 2016/1011 (the " <b>Benchmark</b> ").



**Regulation**”). As at the date of this Securities Note, the administrator of EURIBOR, the European Money Markets Institute, appears on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmark Regulation.

Maturity	The Capital Securities are undated securities with no specified maturity date.
Guarantee	None.
Rating	None.
Publication date	The result of the Offering was announced on 25 March 2021.
Applicable law	Finnish law.
Description of restrictions on free transferability of the Capital Securities	Each Capital Security will be freely transferable after it has been registered into the respective book-entry account.
Estimated net amount of the proceeds	The aggregate net proceeds to the Issuer from the Offering, after deduction of the fees and expenses payable by the Issuer, will be approximately EUR 99.4 million.
Estimated cost of issue	Approximately EUR 0.6 million.
Taxation	<p>If the recipient of interest paid on the Capital Securities is an individual (natural person) residing in Finland for tax purposes or an undistributed estate of a deceased Finnish resident individual, such interest is subject to a tax prepayment in accordance with the Finnish Prepayment Act (in Finnish: <i>ennakkoperintälaki</i>) (1118/1996, as amended) and final taxation as capital income in accordance with the Finnish Income Tax Act (in Finnish: <i>tuloverolaki</i>) (1535/1992, as amended). The current tax prepayment rate and capital income tax rate is 30 per cent. Should the amount of capital income received by a resident natural person exceed EUR 30,000 in a calendar year, the capital income tax rate is 34 per cent on the amount that exceeds the EUR 30,000 threshold. The Finnish Act on Source Tax on Interest Income (in Finnish: <i>laki korkotulon lähdeverosta</i>) (1341/1990, as amended) is not applicable to the Capital Securities.</p> <p>If the recipient of the interest paid on the Capital Securities is a corporation further defined in the Finnish Income Tax Act residing in Finland for tax purposes, such interest is subject to final taxation of the recipient corporation generally in accordance with the Finnish Business Income Tax Act (in Finnish: <i>laki elinkeinotulon verottamisesta</i>) (360/1968, as amended). The current corporate income tax rate is 20 per cent.</p> <p>Payment of interest to a Holder, who is neither a resident in Finland for tax purposes nor engaged in trade or business in Finland through a permanent establishment for income tax purposes, is not subject to Finnish withholding tax. Such Holder is obliged to disclose their non-resident investor status to the payer. If such Holder fails to provide such information, the payment of interest to such Holder may, however, be subject to a Finnish withholding tax.</p> <p>The Holders are advised to consult their own tax advisers concerning the overall tax consequences of their ownership of the Capital Securities.</p> <p>Potential investors should be aware that the tax legislation of a potential investor’s member state and of the Issuer’s country of incorporation may have an impact on the income received from the Capital Securities.</p>
Reasons for the issue and use of proceeds	The proceeds from the issue of the Capital Securities, less the costs and expenses incurred by the Issuer in connection with the issue of the Capital Securities, are intended to be used for financing or refinancing eligible green

projects or assets or otherwise in accordance with YIT's Green Finance Framework, dated March 2021.

Date of entry of the Capital Securities to the book-entry system

Capital Securities subscribed and paid for have been entered by the Issuer Agent to the respective book-entry accounts of the subscribers on 31 March 2021 in accordance with the Finnish legislation governing the book-entry system and clearing accounts as well as regulations and decisions of Euroclear Finland Oy.

## GENERAL INFORMATION

### *Issuer*

YIT Corporation  
Panuntie 11  
FI-00620 Helsinki  
Finland

### *Joint Lead Managers and Joint Bookrunners for the Issue of the Capital Securities*

Danske Bank A/S  
2-12 Holmens Kanal  
DK-1092 Copenhagen K  
Denmark

Nordea Bank Abp  
Satamaradankatu 5  
FI-00020 Nordea  
Finland

OP Corporate Bank plc  
Gebhardinaukio 1  
FI-00510 Helsinki  
Finland

### *Legal Adviser*

Hannes Snellman Attorneys Ltd  
Eteläesplanadi 20  
FI-00130 Helsinki  
Finland

### *Auditor*

PricewaterhouseCoopers Oy  
Itämerentori 2  
FI-00180 Helsinki  
Finland

### **Responsibility Statement**

The Issuer is responsible for the information included in this Securities Note and declares that the information presented in this Securities Note is, to the best knowledge of the Issuer, in accordance with the facts and contains no omission likely to affect its import.

## **ARRANGEMENT WITH THE JOINT LEAD MANAGERS AND JOINT BOOKRUNNERS**

Danske Bank A/S, Nordea Bank Abp and OP Corporate Bank plc are acting as the Joint Lead Managers and Joint Bookrunners of the Offering and issuance of the Capital Securities. The Company has entered into agreements with the Joint Lead Managers and Joint Bookrunners with respect to certain services to be provided by the Joint Lead Managers and Joint Bookrunners in connection with the Offering and issuance of the Capital Securities that are customary in the financial markets. The Joint Lead Managers and Joint Bookrunners will be paid a fee by the Issuer in respect of the Offering and issuance of the Capital Securities. Existing financial indebtedness to be refinanced with the proceeds from the issuance of Capital Securities may include financial indebtedness provided by the Joint Lead Managers and Joint Bookrunners. In addition, Danske Bank also acted as the sole green structuring advisor in conjunction with the new issue, and OP also as the sole dealer manager in the tender offer.

In addition, the Joint Lead Managers and Joint Bookrunners and other entities within the same group and/or their affiliates have provided, and may provide in the future, the Issuer with investment, insurance, banking and/or other services in the ordinary course of business for which they may have received and may continue to receive customary fees and commissions. The Joint Lead Managers and Joint Bookrunners and other entities within the same group and/or their affiliates may also hold existing notes to be refinanced with the proceeds from the issuance of Capital Securities. The Joint Lead Managers and Joint Bookrunners and other entities within the same group and/or their affiliates have also acted in the ordinary course of business as arrangers or lenders under certain loan agreements of the Issuer and its affiliates, and in various roles in share and unsecured notes issues for which it has received, and may continue to receive, customary interest, fees and commissions.

## ANNEX A: TERMS AND CONDITIONS OF THE CAPITAL SECURITIES

### YIT CORPORATION EUR 100,000,000 GREEN CAPITAL SECURITIES

ISIN FI4000496310

#### **MiFID II product governance / Retail clients, professional clients and eligible counterparties target market**

Solely for the purposes of each manufacturer's product governance requirements set forth in Directive 2014/65/EU (as amended, “**MiFID II**”), the manufacturers have made a target market assessment in respect of the Capital Securities, and have concluded that the target group for the Capital Securities is:

*Type of client:* Clients that are eligible counterparties, professional clients and retail clients, each as defined in MiFID II.

*Knowledge and experience:* Clients that are (i) informed investors, having one or more of the following characteristics: (a) average knowledge of the relevant financial products (an informed investor can make an informed investment decision based on the offering documentation, together with knowledge and understanding of the specific risk factors/risks highlighted with them only), or (b) some financial industry experience, or (ii) advanced investors, having one or more of the following characteristics: (x) good knowledge of the relevant financial products and transactions, or (y) financial industry experience or accompanied by professional investment advice or included in a discretionary portfolio service.

*Financial situation with a focus on the ability to bear losses:* Clients that have the ability bear losses of up to 100 per cent of the capital invested in the Capital Securities.

*Risk tolerance:* Financial ability and willingness to put the entire capital invested at risk. Clients investing in the Capital Securities are willing to take more risk than deposit savings and do not require a fully guaranteed income or return profile.

*Investment objective:* Clients whose investment objective is to generate growth of the invested capital and have a long-term investment horizon.

Furthermore, the manufacturers have made an assessment as to the negative target market and concluded that the negative target market for the Capital Securities is clients that seek full capital protection or full repayment of the amount invested, are fully risk averse/have no risk tolerance or need a fully guaranteed income or fully predictable return profile.

The manufacturers have made an assessment as to the distribution strategy for the Capital Securities, and have concluded that (i) all channels for distribution to eligible counterparties and professional clients are appropriate; and (ii) the following channels for distribution of the Capital Securities to retail clients are appropriate: investment advice, portfolio management, non-advised sales and pure execution services, subject to the distributor’s suitability and appropriateness obligations under MiFID II, as applicable. Any person subsequently offering, selling or recommending the Capital Securities (a “**distributor**”) should take into consideration the manufacturers’ target market assessment. However, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Capital Securities (by either adopting or refining the manufacturers’ target market assessment) and determining appropriate distribution channels, subject to the distributor’s suitability and appropriateness obligations under MiFID II, as applicable.

**Important – EEA retail investors** – The Capital Securities are not PRIIPs for the purposes of Regulation ((EU) No 1286/2014) (the “**PRIIPs Regulation**”) and, accordingly, no key information document pursuant to the PRIIPs Regulation has been or will be made available in respect of the Capital Securities.

## **1. DEFINITIONS AND INTERPRETATIONS**

### **1.1 Definitions**

“**Accounting Event**” means the receipt by the Issuer of an opinion of an Authorised Public Accountant in Finland (reputable and experienced in such matters) to the effect that, as a result of a change in the applicable accounting standards or interpretation thereof after the Issue Date, the equity treatment of the Capital Securities as “equity” in full in the Issuer’s consolidated financial statements has ceased or will cease.

“**Accrued Interest**” means interest (including Deferred Interest) accrued from the immediately preceding Interest Payment Date on which interest (including Deferred Interest) was paid or, if none, the Issue Date, to the Redemption Date.

“**Additional Amounts**” shall have the meaning ascribed to it in Clause 9 (*Taxation*).

“**Adjusted Nominal Amount**” means the total outstanding Nominal Amounts of the Capital Securities not held by the Issuer or any Group Company from time to time.

“**Adjustment Spread**” means a spread (which may be positive or negative) or formula or methodology for calculating a spread, which (i) the Relevant Nominating Body recommends in connection with the Screen Rate Replacement Event or (ii) as determined by the Issuer in consultation with the Calculation Agent, provided that such spread is generally accepted in the international or any relevant domestic debt capital markets, or (iii) as determined by the Independent Adviser, in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Holders as a result of the replacement of the Screen Rate with the Replacement Benchmark.

“**Authorised Public Accountant**” means an authorised public accountant (Fin: *KHT-tilintarkastaja*) certified by the Auditor Oversight Unit within the Finnish Patent and Registration Office being a partner or an employee of a recognised accountancy firm of international standing.

“**Book-Entry Account**” means a securities account (Fin: *arvo-osuustili*) according to the Act on the Book-Entry System and Clearing Operations (348/2017 as amended from time to time, Fin: *laki arvo-osuusjärjestelmästä ja selvitystoiminnasta*) and the Act on Book-Entry Accounts (827/1991 as amended from time to time, Fin: *laki arvo-osuustileistä*).

“**Business Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are generally open to settle payments in Helsinki and a day on which (i) EFi’s Infinity system and (ii) TARGET2 System or any successor to it are open.

“**Calculation Agent**” means OP Custody Ltd or any successor or assign, acting also as the issuer agent (Fin: *liikkeeseenlaskijan asiamies*) of the Capital Securities referred to in the rules of EFi.

“**Capital Security**” means a debt instrument which has been issued by the Issuer subject to these Terms and Conditions.

“**Change of Control**” means the occurrence of an event or series of events whereby any person or a group of persons acting in concert, directly or indirectly acquires control over the Issuer and where “control” means (a) acquiring ownership of more than 50 per cent of the voting share capital of the Issuer or (b) becoming capable of appointing the majority of the board of directors of the Issuer, and “acting in concert” means that a person or a group of persons pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition by any of them, either directly or indirectly, of shares in the Issuer or attempting otherwise to obtain or consolidate control of the Issuer.

“**Corporate Restructuring Event**” means any reduction of the share capital pursuant to Chapter 14 of the Finnish Companies Act (including share premium fund and reserve fund pursuant to the Act on the Implementation of the Finnish Companies Act (625/2006, as amended, Fin: *laki osakeyhtiölain voimaannpanosta*)), amendment of the Issuer’s Articles of the Association pursuant to Chapter 14, Section 7 of the Finnish Companies Act, merger or demerger, pursuant to Chapter 16 or Chapter 17 of the Finnish Companies Act, as applicable or similar creditor protection mechanisms that may become applicable on the Issuer.

“**Deferred Interest**” shall have the meaning ascribed to it in Clause 7.1 (*Cumulative Optional Interest Deferral and Optional Payment*).

“**Deferred Interest Payment Date**” means the earlier of:

- (a) the Interest Payment Date on which the Issuer elects to pay interest (other than Deferred Interest), in whole or in part, in respect of the Capital Securities;
- (b) the date on which any payment is made in respect of (i) the New Capital Securities (unless such payment is a compulsory interest payment or otherwise non-discretionary under the terms of the New Capital Securities) or (ii) other obligations of the Issuer ranking *pari passu* with or junior to the Capital Securities (in bankruptcy, liquidation and company reorganisation of the Issuer), if any, or any guarantee thereof (with same ranking) but senior to the share capital and other classes of common equity of the Issuer (unless such payment is compulsory or non-discretionary under the applicable terms);
- (c) the Business Day falling on (or, if not, immediately after) the date on which any General Meeting of the Issuer approves a proposal of the Board of Directors regarding a distribution of dividend in any form and amount (excluding Minority Dividend whether proposed by the Board of Directors or not), or the Issuer makes payment of any nature on any share capital or securities ranking junior to the Capital Securities (such payment to be at the sole discretion of the Issuer); or
- (d) the Business Day falling on (or, if not immediately after) the date on which any of the Issuer or any Group Company redeems, purchases or otherwise acquires any share capital or securities issued by it or other obligations owed by it (other than the Capital Securities), in each case ranking junior to or *pari*

*passu* with the Capital Securities (in bankruptcy, liquidation and company reorganisation of the Issuer or such other Group Company), if any (unless such redemption, purchase or acquisition is compulsory or non-discretionary for the Issuer or such Group Company under the applicable terms or unless the shares or securities are acquired for the purpose of allocating such shares or securities in accordance with the terms and conditions of any share based incentive scheme of the Issuer aimed at its employees, or management, or unless the relevant securities are redeemed, purchased or acquired from another Group Company or, if the acquirer is not the Issuer, from the Issuer).

“**EFI**” means Euroclear Finland Oy, the Finnish central securities depository in respect of the Capital Securities.

“**EUR**”, “**euro**” and “**€**” means (i) the single currency of the participating member states of the European Economic and Monetary Union or (ii) in the event the Republic of Finland having ceased for whatever reason to adopt the euro as its currency, such currency the Republic of Finland has adopted as its currency instead of the euro. Any amount in euro in this Agreement shall be converted into the currency the Republic of Finland has adopted as its currency in accordance with the applicable legislation in Finland.

“**EURIBOR**” means:

- (a) the interest rate which, as of approximately 11.00 a.m. (Brussels time) on the applicable Interest Determination Date, is displayed on Thomson Reuter’s page EURIBOR01 (or any other system or other page which replaces such system or page); or
- (b) if the relevant rate does not temporarily appear (but no Screen Rate Replacement Event has occurred), in each case as determined by the Calculation Agent, the average of four major European commercial banks’ (as determined by the Calculation Agent) quoted lending rates in the relevant interbank market or, if only one or no such quote exists, such interest rate which, according to the Calculation Agent’s opinion, corresponds to the interest rates offered by leading European commercial banks, in each case for the lending of EUR for the applicable period in the relevant interbank market.

“**Extraordinary Resolution**” shall have the meaning ascribed to it in Clause 14 (*Holders’ Meeting and Written Procedure*).

“**Finnish Companies Act**” means the Finnish Companies Act (624/2006, as amended from time to time, Fin: *osakeyhtiölaki*).

“**Fixed Day Count Fraction**” means (a) the actual number of days in the period from (and including) the date from which the interest began to accrue for the relevant period of calculation (the “**accrual date**”) to (but excluding) the date on which it falls due divided by (b) the actual number of days from and including the accrual date to (but excluding) the next following Interest Payment Date.

“**Fixed Interest Rate**” means, in relation to each Interest Period from and including the Issue Date to, but excluding, the Reset Date, 5.750 per cent per annum.

“**Floating Day Count Fraction**” means, in relation to a specific interest period, the actual number of days in that interest period divided by 360.

“**Floating Interest Amount**” shall have the meaning ascribed to it in Clause 6.3 (*Determination of Floating Interest Rate and the Floating Interest Amount*).

“**Floating Interest Rate**” means, in relation to each Interest Period commencing on or after the Reset Date, a percentage rate per annum which is the aggregate of 3-month Screen Rate plus a margin in the aggregate of the Re-Offer Spread and 5 per cent per annum.

If any applicable Floating Interest Rate is below zero, Floating Interest Rate will be deemed to be zero.

“**Green Finance Framework**” means the Issuer’s Green Finance Framework dated March 2021 (which is published on the website of the Issuer).

“**Group Company**” means, in relation to the Issuer, any Finnish or foreign legal entity which at any time is a subsidiary (Fin: *tytäryritys*) within the meaning of Chapter 1, Sections 5 and 6 of the Finnish Accounting Act (1997/1336, as amended, Fin: *kirjanpitolaki*) to the Issuer, directly or indirectly.

“**Holder**” means a person that is either a direct owner or nominee registered on a Book-Entry Account as holder of any Capital Securities.

“**Holdings’ Meeting**” means a meeting of Holders held in accordance with Clause 14 (*Holdings’ Meeting and Written Procedure*).

**“Independent Adviser”** means an independent financial institution of international repute or other independent financial adviser of recognised standing with relevant experience in the international capital markets, in each case appointed by the Issuer at its own expense.

**“Interest Determination Date”** means the second TARGET Settlement Day before the commencement of the Interest Period for which the rate will apply.

**“Interest Payment Date”** means, until the Reset Date, 31 March in each year with the first Interest Payment Date being 31 March 2022 and, after the Reset Date, 31 March, 30 June, 30 September and 31 December in each year with the first such Interest Payment Date being 30 June 2026.

**“Interest Period”** means each period beginning on (and including) the Issue Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date or, in respect of the last Interest Period, the Redemption Date (whether or not an Interest Payment Date).

**“Interest Rate”** means the Fixed Interest Rate and/or the Floating Interest Rate (as applicable).

**“Investment Grade Credit Rating”** means the rating assigned to the senior unsecured debt of the Issuer by any Rating Agency that is Baa3, BBB- or its equivalent for the time being or better.

**“Issue Date”** means 31 March 2021.

**“Issue Price”** means 100.00 per cent.

**“Issuer”** means YIT Corporation, business identity code 0112650-2.

**“Issuer Subordinated Indebtedness”** means any obligation of the Issuer (including any guarantee or indemnity), whether or not having a fixed maturity, which by its terms is, or is expressed to be, subordinated in the event of voluntary or involuntary liquidation, bankruptcy or company reorganisation of the Issuer to the claims of all other subordinated creditors of the Issuer, but which by their terms as at their original issue date are expressed to rank, or pursuant to applicable Finnish law rank, senior to all capital securities, including the Capital Securities issued or guaranteed by the Issuer.

**“Minority Dividend”** means the distribution of a dividend pursuant to a resolution by the Issuer (i) in accordance with the Finnish Companies Act and based on a demand made by shareholders attending in an Annual General Meeting of the shareholders and representing at least 10 per cent of all shares of the Issuer or (ii) in accordance with a proposal made by the Board of Directors which proposal is based on a claim for minimum dividend pursuant to the Finnish Companies Act made by shareholders representing at least 10 per cent of all shares of the Issuer. Such claim shall be made before the Annual General Meeting makes a decision on the use of the profit funds.

**“New Capital Securities”** means any capital securities of, or guaranteed by, the Issuer which securities and/or guarantee are expressed to rank (in bankruptcy, liquidation and company reorganisation of the Issuer) junior to Issuer Subordinated Indebtedness and *pari passu* with or junior to the Capital Securities.

**“Nominal Amount”** means the nominal amount of each Capital Security, being EUR 20,000.

**“Rating Agency”** means any of Moody’s Investors Service Limited (or any of its subsidiaries or any successor in business thereto from time to time), S&P Global Ratings Europe Limited (or any of its subsidiaries or any successor in business thereto from time to time), or Fitch Ratings Limited (or any of its subsidiaries or any successor in business thereto from time to time).

**“Redemption Date”** means the date on which the Capital Securities will be redeemed pursuant to these Terms and Conditions.

**“Relevant Nominating Body”** means:

- (a) the European Central Bank or other supervisory authority which is responsible for supervising the administrator of the benchmark; or
- (b) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (i) the European Central Bank, (ii) any central other supervisory authority which is responsible for supervising the administrator of the benchmark, (iii) a group of the aforementioned central banks or other supervisory authorities or (iv) the Financial Stability Board.

**“Re-Offer Spread”** means 6.122 per cent per annum.



**“Replacement Benchmark”** means a benchmark rate which is (in the following order):

- (a) formally designated, nominated or recommended as the replacement for a Screen Rate by:
  - (i) the administrator of the Screen Rate in respect of which the Screen Rate Replacement Event has occurred; or
  - (ii) any Relevant Nominating Body,and if replacements have, at the relevant time, been formally designated, nominated or recommended under both sub-sections (i) and (ii), the “Replacement Benchmark” will be the replacement under sub-section (ii) above;
- (b) in the opinion of the Issuer in consultation with the Calculation Agent, generally accepted in the international or any relevant domestic bond markets as the appropriate successor to a Screen Rate; or
- (c) in the opinion of an Independent Advisor appointed by the Issuer in consultation with the Calculation Agent, an appropriate successor to a Screen Rate.

**“Replacing Capital Event”** means one or more issuances of equity by the Issuer the aggregate proceeds of which (net of commissions) is equal to or greater than the outstanding aggregate amount of the Capital Securities provided that such proceeds have not been used, directly or indirectly, to repurchase or redeem, or make any payments in respect of, any shares or securities of the Issuer which rank (in bankruptcy, liquidation and company reorganisation of the Issuer) *pari passu* with, or junior to, the Capital Securities.

**“Reset Date”** means 31 March 2026.

**“Screen Rate”** means initially EURIBOR, and on, or after Screen Rate Replacement Date, if any, the Replacement Benchmark plus Adjustment Spread, if applicable.

**“Screen Rate Replacement Date”** means the next Interest Determination Date appearing after:

- (a) the occurrence of a Screen Rate Replacement Event: and
- (b)
  - (i) in case of the change in the methodology, formula or other means of determining the Screen Rate, the publishing of the first quotation of the reformed Screen Rate by the administrator;
  - (ii) in case of discontinuation of publication, or impossibility of use of the Screen Rate, the date on which the quotes in the Screen Rate have ceased to be published by the administrator, or it has become impossible to use the Screen Rate; or
  - (iii) in case of absence of approval, authorisation or other decision or in respect of the Screen Rate or the administrator of that Screen Rate, the date on which authorisation, registration, recognition, endorsement, equivalent decision, approval or inclusion in any official register is (i) required under any applicable law or regulation or (ii) rejected, refused, suspended or withdrawn, if the applicable law or regulation provides that that Screen Rate is not permitted to be used following rejection, refusal, suspension or withdrawal.

**“Screen Rate Replacement Event”** means, in relation to a Screen Rate:

- (a) the methodology, formula or other means of determining that Screen Rate has materially changed; or
- (b)
  - (i)
    - (A) the administrator of that Screen Rate or its supervisor publicly announces that such administrator is insolvent; or
    - (B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Screen Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide that Screen Rate;

- (ii) the administrator of that Screen Rate publicly announces that it has ceased or will cease, to provide that Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Screen Rate;
- (iii) the supervisor of the administrator of that Screen Rate publicly announces that such Screen Rate has been or will be permanently or indefinitely discontinued;
- (iv) the administrator of that Screen Rate or its supervisor announces that that Screen Rate may no longer be used or use of that Screen Rate will be subject to restrictions or adverse consequences to Holders; or
- (v) the Issuer determines (in consultation with the Calculation Agent) that any authorisation, registration, recognition, endorsement, equivalent decision, approval or inclusion in any official register in respect of that Screen Rate or the administrator of that Screen Rate has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, with the effect that the Issuer or the Calculation Agent is not, or will not be, permitted under any applicable law or regulation to use that Screen Rate as a benchmark rate.

“**TARGET Settlement Day**” means any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the “**TARGET2 System**”) is open.

“**Taxes**” shall have the meaning ascribed to it in Clause 9 (*Taxation*).

“**Tax Event**” means the receipt by the Issuer of an opinion of counsel in Finland (reputable and experienced in such matters) to the effect that, as a result of (a) any amendment to, clarification of, or change (including any announced prospective change) in, the laws or treaties (or any regulations thereunder) of Finland affecting taxation, (b) any governmental action or (c) any amendment to, clarification of, or change in the official position or the interpretation of such governmental action or any interpretation or pronouncement that provides for a position with respect to such governmental action that differs from the theretofore generally accepted position, in each case, by any legislative body, court, governmental authority or regulator body, irrespective of the manner in which such amendment, clarification or change is made known, which amendment, clarification or change is effective or such pronouncement or decision is announced on or after the Issue Date, there is a sufficiently certain risk that (i) the Issuer is, or will be, subject to more than a *de minimis* amount of other taxes, duties or other governmental charges or civil liabilities with respect to the Capital Securities (other than, for the avoidance of doubt, a Withholding Tax Event) or (ii) the treatment of any of the Issuer’s items of income or expense with respect to the Capital Securities as reflected in the tax returns (including estimated returns) filed (or to be filed) by the Issuer will not be accepted by a taxing authority, which subjects the Issuer to more than a *de minimis* amount of additional taxes, duties or other governmental charges, which in either such case cannot be avoided by the Issuer taking measures reasonably available to it.

“**Withholding Tax Event**” shall have the meaning ascribed to it in Clause 8.4 (*Redemption due to a Withholding Tax Event*).

“**Written Procedure**” means the written or electronic procedure for decision making among the Holders in accordance with Clause 14 (*Holdings’ Meeting and Written Procedure*).

## 1.2 **Interpretations**

1.2.1 Any reference in these Terms and Conditions to principal or principal amount in respect of the Capital Securities shall be deemed to include:

- (a) any Additional Amounts which may be payable with respect to principal; and
- (b) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Capital Securities.

- 1.2.2 Any reference in these Terms and Conditions to interest in respect of Capital Securities shall be deemed to include:
- (a) any Deferred Interest (including any interest on Deferred Interest as calculated in accordance with Clause 7.1 (*Cumulative Optional Interest Deferral and Optional Payment*)); and
  - (b) any Additional Amounts which may be payable with respect to interest.
- 1.2.3 Any reference in these Terms and Conditions to bankruptcy, liquidation and company reorganisation shall mean the Finnish law concepts *konkurssi*, *purkaminen* and *yrittysaneeraus* as such concepts are applied from time to time pursuant to Finnish law.

## **2. THE CAPITAL SECURITIES AND OBLIGATION TO PAY**

- 2.1 The aggregate amount of the Capital Securities (subject to the issue of any further capital securities pursuant to Clause 17 (*Further Issues*)) is EUR 100,000,000 and is represented by the Capital Securities, each in the Nominal Amount. The Capital Securities were offered for subscription in a minimum amount of EUR 100,000. Each Capital Security is freely transferable after it has been registered into the respective book-entry account.
- 2.2 The Issuer undertakes, pursuant to these Terms and Conditions, to redeem the Capital Securities, to pay interest on the Capital Securities and to otherwise comply with these Terms and Conditions.

## **3. STATUS AND SUBORDINATION**

- 3.1 The Capital Securities (including the obligation to pay interest thereon) constitute unsecured and subordinated obligations of the Issuer. In the event of a voluntary or involuntary liquidation, a bankruptcy or a company reorganisation of the Issuer, the rights of the Holders to payments of the principal amount of the Capital Securities, Accrued Interest and any other amounts due in respect of the Capital Securities rank and will rank:
- (a) *pari passu* without any preference among themselves;
  - (b) at least *pari passu* with any other present capital securities or future outstanding New Capital Securities of the Issuer;
  - (c) in priority to payments to holders of all classes of share capital of the Issuer in their capacity as such holders and any other obligation of the Issuer (including New Capital Securities) expressed by its terms as at its original issue date to rank, or pursuant to applicable Finnish law rank, junior to the Capital Securities; and
  - (d) junior in right of payment to the payment of any present or future claims (i) of all unsubordinated creditors of the Issuer, and (ii) of all creditors of the Issuer in respect of Issuer Subordinated Indebtedness, if any.
- 3.2 Subject to applicable law, no Holder may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer in respect of or arising under or in connection with the Capital Securities and each Holder shall, by virtue of its holding of any Capital Security, be deemed to have waived all such rights of set-off, compensation or retention.
- 3.3 A Holder shall not be entitled to demand that any collateral or guarantee be given for the Capital Securities in connection with a Corporate Restructuring Event.

## **4. REGISTRATION AND ISSUANCE OF CAPITAL SECURITIES**

The Capital Securities will be registered on behalf of the Holders on Book-Entry Accounts by the Issue Date in accordance with the Act on the Book-Entry System and Clearing Operations and the Act on Book-Entry Accounts and the rules and regulations of EFi and title to the Capital Securities will be evidenced by such registration. The Capital Securities are not freely transferable until they have been registered in a Book-Entry Account and transfers of Capital Securities may only be effected through, and title thereto will only pass upon, registration and transfer in such Book-Entry Accounts. No physical certificates or other documents of title will be issued in respect of the Capital Securities.

## 5. USE OF PROCEEDS

The Issuer shall use the proceeds from the issue of the Capital Securities, less the costs and expenses incurred by the Issuer in connection with issue of the Capital Securities, for financing or refinancing eligible green projects or assets or otherwise in accordance with the Issuer's Green Finance Framework.

## 6. INTEREST

### 6.1 *Fixed Interest Rate*

From and including the Issue Date to but excluding the Reset Date, the Capital Securities bear interest on their outstanding Nominal Amount at the Fixed Interest Rate, subject to Clauses 7.3 (*Minority Dividend*) and 8.8 (*Change of Control*). Such interest will be payable (subject to the provisions contained in Clause 7.1 (*Cumulative Optional Interest Deferral and Optional Payment*)) annually in arrears on each Interest Payment Date. The interest payable shall be determined by the Calculation Agent by applying the Fixed Interest Rate to the Nominal Amount of such Capital Security, multiplying the product by the Fixed Day Count Fraction and rounding the resulting figure to the nearest euro cent (half a cent being rounded upwards).

For the Fixed Interest Rate, if a payment is due on a day which is not a Business Day, the due date for that payment shall be instead the following Business Day and the relevant Holder shall not be entitled to any interest or other sums in respect of such postponed payment.

### 6.2 *Floating Interest Rate*

From and including the Reset Date to but excluding the Redemption Date, the Capital Securities bear interest on their outstanding Nominal Amount at the Floating Interest Rate, subject to Clauses 7.3 (*Minority Dividend*) and 8.8 (*Change of Control*). Such interest will be payable (subject to the provisions contained in Clause 7.1 (*Cumulative Optional Interest Deferral and Optional Payment*)) quarterly in arrears on each Interest Payment Date.

If an Interest Period falling after the Reset Date would otherwise end on a day which is not a Business Day, that Interest Period shall instead end on the following Business Day. The postponement of the Interest Payment Date shall have an impact on the amount payable.

After the Reset Date, whenever it is necessary to compute an amount of interest in respect of any Capital Security for a period other than an Interest Period, such interest shall be calculated on the basis of the Floating Day Count Fraction and otherwise in accordance with Clause 6.3 (*Determination of Floating Interest Rate and Floating Interest Amount*).

### 6.3 *Determination of Floating Interest Rate and Floating Interest Amount*

The Calculation Agent shall, as soon as practicable after 11.00 a.m. (Brussels time) on each Interest Determination Date, but in no event later than the tenth (10th) Business Day thereafter, determine the euro amount (the "**Floating Interest Amount**") payable in respect of interest of each Capital Security for the relevant Interest Period. The Floating Interest Amount shall be determined by applying the Floating Interest Rate to the Nominal Amount of such Capital Security, multiplying the product by the Floating Day Count Fraction and rounding the resulting figure to the nearest euro cent (half a cent being rounded upwards).

If the Calculation Agent, due to the existence of an obstacle referred to in Clause 19 (*Limitation of Liability*), is unable to determine the Floating Interest Rate and the Floating Interest Amount for an Interest Period, the Floating Interest Rate for the preceding Interest Period shall apply. The Calculation Agent shall, as soon as the obstacle has been removed, determine the Floating Interest Rate and the Floating Interest Rate Amount for the current Interest Period, which shall apply from the second (2nd) Business Day of such determination until the end of the current Interest Period.

### 6.4 *Calculation Agent*

The calculations and determinations made by the Calculation Agent shall (save for any manifest error) be final and binding upon all parties. The Calculation Agent shall have no responsibility for good faith errors or omissions in any calculation made by it as provided herein.

## **7. INTEREST PAYMENT AND DEFERRAL**

### **7.1 *Cumulative Optional Interest Deferral and Optional Payment***

7.1.1 The Issuer may, in its sole discretion but subject to Clauses 7.1.2, 7.1.3 and 7.1.4, elect to defer any interest payment which would otherwise be due on any Interest Payment Date (in whole or in part). Any interest in respect of any Capital Security due but not paid on an Interest Payment Date shall constitute “**Deferred Interest**”. If there are several amounts of Deferred Interest they shall accumulate until paid in full on the first Deferred Interest Payment Date following such Interest Payment Date.

If the Issuer makes only a partial payment of interest on any Interest Payment Date, such amount shall be applied equally to each Capital Security.

7.1.2 If any of the events referred to in sub-clauses (b), (c) or (d) of the definition of Deferred Interest Payment Date has occurred during the twelve (12) months immediately preceding an Interest Payment Date, the Issuer may not defer an interest payment due on such Interest Payment Date in accordance with Clause 7.1.1.

7.1.3 Each amount of Deferred Interest shall bear interest (as if it constitutes a principal amount) at an Interest Rate which equals the current Interest Rate on the Capital Securities. Deferred Interest shall not be capitalised to the principal amount of the Capital Securities.

7.1.4 The Issuer shall:

- (a) if it wishes to elect to defer any interest payment, as soon as practicable and in any event not less than twenty (20) Business Days prior to the relevant Interest Payment Date; or
- (b) in respect of any payment of Deferred Interest on a Deferred Interest Payment Date, as soon as practicable,

in the case of (a), give notice of such election (which shall be irrevocable) or, in the case of (b), give notice of such Deferred Interest Payment Date (which, save as provided above, shall be irrevocable) to the Calculation Agent and the Holders.

7.1.5 Deferred Interest may be paid, in whole or in part, at any time at the option of the Issuer following delivery of a notice given by the Issuer to the Calculation Agent and the Holders not less than seven (7) Business Days prior to the date (to be specified in such notice) on which the Issuer will pay such Deferred Interest.

### **7.2 *Compulsory Interest Payment***

The Issuer shall pay the Deferred Interest (including interest accrued thereon) in whole on the next following Deferred Interest Payment Date. If a Deferred Interest Payment Date is a result of an event referred to in sub-clauses (c) or (d) of the definition of Deferred Interest Payment Date, Deferred Interest shall be deemed to have become due on the Business Day immediately preceding the date of such event.

### **7.3 *Minority Dividend***

If there is any unpaid Deferred Interest at the time when the Issuer declares a dividend which constitutes a Minority Dividend, the Interest Rate applicable to the Capital Securities shall be increased by an additional margin of five (5.00) per cent per annum applicable as from the date on which such dividend is declared. The increased Interest Rate shall apply also to the current amount of Deferred Interest and any further Deferred Interest to the extent that the Issuer defers any interest payment after the declaration of a dividend which constitutes a Minority Dividend. The increased Interest Rate shall apply until the next following Deferred Interest Payment Date provided the payment of any and all unpaid Deferred Interest is made on such date.

## **8. REDEMPTION AND PURCHASE**

### **8.1 *No maturity***

The Capital Securities do not have any specified maturity date and may not be called for repayment, repaid or redeemed otherwise than in accordance with these Terms and Conditions.

### **8.2 *Redemption due to a Tax Event, Corporate Restructuring Event or an Accounting Event***

Upon the occurrence of a Tax Event, a Corporate Restructuring Event or an Accounting Event, the Issuer may, if it gives not less than thirty (30) nor more than sixty (60) days' notice to the Calculation Agent and the Holders (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem the Capital Securities

in whole, but not in part, at any time after the occurrence of the relevant event, at (i) where such redemption occurs before the Reset Date, an amount equal to 101 per cent of their Nominal Amount and (ii) where such redemption occurs on or after the Reset Date, an amount equal to 100 per cent of their Nominal Amount, in each case, together with any Accrued Interest to but excluding the date of redemption.

### 8.3 ***Redemption due to a Replacing Capital Event***

Upon the occurrence of a Replacing Capital Event, the Issuer may, if it gives not less than thirty (30) nor more than sixty (60) days' notice to the Calculation Agent and the Holders (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem the Capital Securities in whole, but not in part, at any time after the occurrence of such event, at (i) where such redemption occurs before the Reset Date, an amount equal to 103 per cent of their Nominal Amount and (ii) where such redemption occurs on or after the Reset Date, an amount equal to 100 per cent of their Nominal Amount, in each case, together with any Accrued Interest to but excluding the date of redemption.

### 8.4 ***Redemption due to a Withholding Tax Event***

8.4.1 Unless notice of redemption has been given pursuant to Clause 8.2 (*Redemption due to a Tax Event, Corporate Restructuring Event or an Accounting Event*) above, the Issuer may, if it gives not less than thirty (30) nor more than sixty (60) days' notice to the Calculation Agent and the Holders (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem the Capital Securities in whole, but not in part, at any time, if:

(a) on the occasion of the next or any following payment due under the Capital Securities, the Issuer has or (as evidenced by an opinion of a tax counsel in Finland (reputable and experienced in such matters) will become obliged to pay Additional Amounts as a result of any change in, or amendment to, the laws or regulations of Finland or any political subdivision thereof or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date; and

(b) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

(a "Withholding Tax Event") provided that no such notice of redemption shall be given earlier than ninety (90) days prior to the earliest date on which the Issuer would be obliged to pay such Additional Amounts in relation to a payment in respect of the Capital Securities then due.

8.4.2 Capital Securities redeemed pursuant to this Clause 8.4 will be redeemed at their Nominal Amount, together with any Accrued Interest to, but excluding the date of redemption.

### 8.5 ***Redemption at the Option of the Issuer***

The Issuer may, by giving not less than thirty (30) nor more than sixty (60) days' notice to the Calculation Agent and the Holders (which notice shall be irrevocable and specify the date fixed for redemption), elect to redeem all outstanding Capital Securities in whole, but not in part on the Reset Date or on any Interest Payment Date thereafter at their Nominal Amount, together with any Accrued Interest to, but excluding the date of redemption.

### 8.6 ***Clean-up call option***

If at any time the Adjusted Nominal Amount of the Capital Securities is twenty-five (25) per cent or less of the aggregate nominal amount of the Capital Securities issued, the Issuer may, at its option, at any time, by giving not less than fifteen (15) nor more than forty-five (45) days' notice to the Calculation Agent and the Holders (which notice shall be irrevocable and specify the date fixed for redemption), elect to redeem all of the outstanding Capital Securities in whole, but not in part at their Nominal Amount together with any Accrued Interest to, but excluding, the date of redemption.

### 8.7 ***Purchases***

The Issuer or any Group Company may at any time purchase Capital Securities in any manner and at any price. If purchases are made by tender, tenders must be available to all Holders alike. The repurchased Capital Securities may be resold or nullified.

### 8.8 ***Change of Control***

Upon the occurrence of a Change of Control, the Issuer may, if it gives not less than thirty (30) nor more than sixty (60) days' notice as from the date of such Change of Control to the Calculation Agent and the Holders (which notice shall be irrevocable and shall specify the date fixed for redemption which shall be no later than the date which is six (6) months after the date of the Change of Control), redeem the Capital Securities in whole,

but not in part, at their Nominal Amount, together with any Accrued Interest. Such notice shall also specify the nature of the Change of Control, the circumstances giving rise to it and the date on which it became effective.

If such notice is not published within such sixty (60) days of the Change of Control occurring, the Issuer will notify the Calculation Agent and the Holders, no later than sixty (60) calendar days following the effective Change of Control specifying the nature of the Change of Control, the circumstances giving rise to it and the date on which it became effective.

If, after the occurrence of a Change of Control, the Issuer has not redeemed the Capital Securities within six (6) months after the date of the Change of Control, the Interest Rate applicable to the Capital Securities (including any amount of current or future Deferred Interest) shall, subject to the following paragraph, be increased by an additional margin of 5.00 per cent per annum. This increase shall become effective on the date which is six (6) months after the date of the Change of Control.

The increase in Interest Rate set out in the preceding paragraph shall not be applied if, prior to the date which is six (6) months after the date of the Change of Control, the Issuer has obtained an Investment Grade Credit Rating. The Issuer will notify the Calculation Agent and the Holders not later than ten (10) calendar days after the date which is six (6) months after the date of the Change of Control whether or not it has obtained such an Investment Grade Credit Rating.

#### 8.9 ***Redemption at the Option of the Issuer due to a Holder's Opposition of a Corporate Restructuring Event***

In the event that any Holder exercises its statutory right to oppose a Corporate Restructuring Event, the Issuer may, by giving not less than seven (7) days nor more than twenty-one (21) days prior to intended date of the consummation of the Corporate Restructuring Event, a written notice (which notice shall be irrevocable and specify the intended date of the consummation of the Corporate Restructuring Event) to the Calculation Agent and the Holder who has opposed the relevant Corporate Restructuring Event (the "**Redeemed Holder**"), redeem the Capital Securities held by the Redeemed Holder. In such case, the redemption shall take place at the Nominal Amount of the redeemed Capital Securities, together with any Accrued Interest. The Redeemed Holder is obliged to withdraw its notice of opposing the relevant Corporate Restructuring Event no later than seven (7) days prior to the intended date of the consummation of the Corporate Restructuring Event at the latest, as specified in the Issuer's notice and the Issuer shall pay the Redeemed Holder the relevant redemption amount in accordance with Clause 10 (*Payments of Principal and Interest*) below no later than on the date that the Corporate Restructuring Event is consummated. Further, without prejudice to the Redeemed Holder's primary obligation to withdraw its notices opposing the relevant Corporate Restructuring Event, the Redeemed Holder has by these Terms and Conditions irrevocably authorised the Issuer to represent it with respect to the Trade Register maintained by the Finnish Patent and Registration Office at any time after the relevant Redemption Date in order to withdraw such notices opposing the relevant Corporate Restructuring Event following the payment of the relevant redemption amount.

#### 8.10 ***Irrevocable Notices and Redemption Process***

Upon the expiry of any notice as referred to in Clauses 8.2 (*Redemption due to a Tax Event, Corporate Restructuring Event or an Accounting Event*), 8.3 (*Redemption due to a Replacing Capital Event*), 8.4 (*Redemption due to a Withholding Tax Event*), 8.5 (*Redemption at the Option of the Issuer*), 8.6 (*Clean-up call option*) 8.8 (*Change of Control*) and 8.9 (*Redemption at the Option of the Issuer due to a Holder's Opposition of a Corporate Restructuring Event*) above, the Issuer shall be bound to redeem the Capital Securities in accordance with the terms of such Clause.

Upon the redemption of the Capital Securities the Issuer is entitled to have the Capital Securities debited from the relevant Book-Entry Accounts without any further consent from the Holders. The Issuer shall be entitled to carry out the redemption in the manner chosen by the Issuer at its sole discretion under the Act on the Book-Entry System and Clearing Operations and the Act on Book-Entry Accounts and the rules and regulations of EFi.

#### 8.11 ***Additional Process Terms***

The Capital Securities will be redeemed pursuant to Clauses 8.2 (*Redemption due to a Tax Event, Corporate Restructuring Event or an Accounting Event*), 8.3 (*Redemption due to a Replacing Capital Event*) and 8.4 (*Redemption due to a Withholding Tax Event*) above, as the case may be, by the Issuer delivering a certificate signed by two of its authorised signatories to the Calculation Agent (and copies thereof will be available at the Calculation Agent's specified office during its normal business hours) not less than five (5) Business Days prior to the date set for redemption that the Tax Event, Accounting Event, Corporate Restructuring Event, Withholding Tax Event, Replacing Capital Event, as the case may be, has occurred or (other than in the case of the Replacing

Capital Event) will occur no more than ninety (90) days following the date fixed for redemption, as the case may be.

## 9. TAXATION

All payments in respect of the Capital Securities by or on behalf of the Issuer shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (“**Taxes**”) imposed or levied by or on behalf of Finland or any political subdivision of, or any authority in, or of, Finland having power to tax, unless the withholding or deduction of the Taxes is required by Finnish law. In that event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the Holders after the withholding or deduction shall equal the respective amounts which would have been receivable in respect of the Capital Securities in the absence of the withholding or deduction (such amounts being “**Additional Amounts**”), except that no Additional Amounts shall be payable in relation to any payment in respect of any Capital Security:

- (a) to, or to a third party on behalf of, a Holder who is liable to Taxes in respect of the Capital Security by reason of it having some connection with Finland other than the mere holding of the Capital Security; or
- (b) to, or to a third party on behalf of, a Holder who would not be liable or subject to the withholding or deduction by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority.

## 10. PAYMENTS OF PRINCIPAL AND INTEREST

- 10.1 Payment of principal and interest shall be made to the Holders who in accordance with the Act on the Book-Entry System and Clearing Operations and the Act on Book-Entry Accounts and the rules and regulations of EFi are entitled to receive such payments and the payments shall be carried out in the manner provided in such Acts and regulations.
- 10.2 If both the principal amount and interest are due and payable and the available funds are insufficient to discharge all the amounts due and payable, the available funds shall first be applied towards payment of interest and secondly, towards payment of the principal amount and shall be applied pro rata among the Holders.
- 10.3 Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Clause 9 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “**Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations or agreements thereunder or official interpretations thereof), or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law implementing such an intergovernmental agreement) (collectively, “**FATCA**”).

## 11. DEFAULT INTEREST

- 11.1 If the Issuer fails to pay any amount due in accordance with these Terms and Conditions, the Issuer shall, for the period commencing on the date such payment was due and ending on the date of actual payment, pay default interest on the overdue amount at a rate corresponding to the average of one (1) week Screen Rate during the delay plus two (2) percentage units. The Screen Rate shall be determined on the first Business Day of each week during the delay. Default interest shall however, subject to Clause 11.2 below, never be less than the Interest Rate plus two (2) percentage units or if Clause 7.3 (*Minority Dividend*) or Clause 8.8 (*Change of Control*) applies not less than the Interest Rate plus seven (7) percentage units. Accrued default interest shall not be capitalised.
- 11.2 If the delay is due to an existence of an obstacle for any one of the Calculation Agent or EFi, respectively, referred to in Clause 19 (*Limitation of Liability*), the default interest shall not accrue nor become payable.

## 12. PRESCRIPTION

The right to receive payment in respect of principal and interest on the Capital Securities will become void, unless claimed by the relevant Holder, in respect of principal, three (3) years from the relevant Redemption Date and, in respect of interest, three (3) years from the relevant Interest Payment Date or the relevant Deferred Interest Payment Date on which interest became due.



### **13. ENFORCEMENT EVENTS**

- 13.1 There are no events of default in respect of the Capital Securities.
- 13.2 However, if proceedings are commenced for the dissolution, bankruptcy or liquidation of the Issuer, or a court or agency or supervisory authority in Finland (having jurisdiction in respect of the same) shall have instituted a proceeding or entered a decree of order for the appointment of a bankruptcy administrator or liquidator in any bankruptcy or liquidation of the Issuer, and such proceedings, decree or order shall not have been vacated or shall have remained in force, undischarged or unstayed for a period of thirty (30) days, each Holder may (i) give notice to the Issuer that the Capital Securities of such Holder are, and they shall accordingly forthwith become, immediately due and repayable at their principal amount, together with Accrued Interest and (ii) institute steps in order to obtain a judgement against the Issuer for any amounts due in respect of the Capital Securities of such Holder if the Issuer is declared bankrupt or put into liquidation by a competent court.
- 13.3 For the avoidance of doubt, the above shall not apply to (i) the institution of, or petition for, a company reorganisation (Fin: *yrittysaneeraus*) or (ii) a dissolution resulting from a Corporate Restructuring Event.
- 13.4 If the Issuer fails to pay any principal or interest (as referred to in Clause 7.2 (*Compulsory Interest Payment*)) which has become due and payable in respect of the Capital Securities, each Holder may institute such steps as it considers desirable with a view to obtaining a judgement against the Issuer for any amounts due to such Holder or having the Issuer declared bankrupt, put into liquidation or subjected to a company reorganisation, if such steps are available under applicable law. The Holder shall not be able to declare the principal amount of the Capital Securities due and repayable by reason of any such failure to pay interest.
- 13.5 No remedy against the Issuer, other than as provided above or proving or claiming in the bankruptcy, liquidation or company reorganisation of the Issuer in Finland or elsewhere, shall be available to the Holders, whether for the recovery of amounts owing in respect of the Capital Securities or in respect of any breach by the Issuer of any of its obligations or undertakings with respect to the Capital Securities.

### **14. HOLDERS' MEETING AND WRITTEN PROCEDURE**

- 14.1 The Issuer may, and shall upon the written request of Holders holding not less than one-tenth (1/10th) of the Adjusted Nominal Amount at the time of the request, convene a Holders' Meeting or arrange a Written Procedure. The person requesting the decision may suggest the method for decision-making (being either Holders' Meeting or Written Procedure), but if it is in the Issuer's opinion more appropriate that a matter is dealt with at a Holders' Meeting or by way of a Written Procedure, the Issuer shall have the right to decide the method of decision-making. The Holders' Meeting shall be held at a venue determined by the Issuer provided that the venue shall be in Helsinki, Finland. At the Issuer's discretion, a Holders' Meeting may also be held (or participation to a physical meeting enabled) by telecommunications or other electronic or technical means.
- 14.2 The Issuer, the Holders, EFi and the Calculation Agent shall be given notice to attend a Holders' Meeting at least ten (10) Business Days before such meeting. The notice to attend shall be given in accordance with Clause 15 (*Notices*) and it shall contain (i) the time and venue for the meeting and (ii) an agenda of the matters to be addressed and, as the case may be, resolved, at the meeting as well as (iii) any action required on the part of a Holder to attend the Holders' Meeting. No other matters than those referred to in the notice to attend may be resolved upon. The notice to attend shall specifically address that in the case of Capital Securities registered with a nominee, the underlying beneficiaries shall register their right to vote separately in order to be capable of casting votes at the meeting, in which case the nominee shall hold no voting rights in respect of such Capital Securities.
- 14.3 The Issuer shall instigate a Written Procedure no later than ten (10) Business Days after receipt of a valid request from the Holder(s) (or such later date as may be necessary for technical or administrative reasons). The Issuer shall instigate a Written Procedure requested to be arranged by the Issuer pursuant to Clause 14.1 above or by the Holders pursuant to this Clause 14.3 by sending a communication to those who, according to the register kept by EFi in respect of the Capital Securities, were Holders at the end of the fifth (5th) Business Day prior to the date on which the communication is sent. The notice to attend shall be given in accordance with Clause 15 (*Notices*) and it shall contain (i) each request for a decision by the Holders or the Issuer, (ii) a description of the reasons for each request, (iii) a specification of the Business Day at the end of which a person must be registered as a Holder in order to be entitled to exercise voting rights, (iv) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney, and (v) the stipulated time period within which the Holder must reply to the request (such time period to last at least fifteen (15) Business Days from the communication pursuant to this Clause 14.3). If the voting is to be made electronically, instructions for such voting shall be included in the communication.

- 14.4 Representatives of the Holders, the Calculation Agent and the Issuer and their respective proxies and advisers, and, in the case of the Issuer, directors, the chief executive officer and other senior officers and external auditors of the Issuer, may attend a Holders' Meeting.
- 14.5 The Issuer shall appoint the chairman of the meeting, unless otherwise decided by the Holders' Meeting. The chairman shall prepare a list of present Holders setting out the proportion of the Adjusted Nominal Amount each Holder represents ("**Voting Register**"). The Voting Register shall be approved by the Holders' Meeting. Only those who, according to the register kept by EFi in respect of the Capital Securities, were Holders on the fifth (5th) Business Day prior to the Holders' Meeting, or proxies authorised by such Holders, shall, if holding any Adjusted Nominal Amount at the time of the meeting, be entitled to vote at the meeting and shall be registered in the Voting Register.
- 14.6 The chairman shall ensure that minutes are kept at the Holders' Meeting. The chairman shall record the date and place of the Holders' Meeting as well as resolutions adopted by the Holders' Meeting and results of voting. The Voting Register shall be incorporated in, or be attached to, the minutes. The minutes shall be signed by the keeper of the minutes. The minutes shall be attested by the chairman of the meeting, where the chairman has not kept the minutes, and by at least one Holder appointed by the meeting to attest the minutes. The minutes shall thereafter be provided to the Holders no later than seven (7) Business Days after the meeting. Should the Holders' Meeting resolve to amend these Terms and Conditions, the Terms and Conditions as so amended shall be attached to the minutes and be provided by the Issuer to EFi. The minutes shall be safely kept by the Issuer.
- 14.7 The Holders' Meeting or the Written Procedure is quorate if Holders representing not less than one fifth (1/5th) of the Adjusted Nominal Amount are present or reply to the request (as applicable). However, in relation to resolutions in the following matters (an "**Extraordinary Resolution**"), the Holders' Meeting or Written Procedure is quorate only if Holders representing not less than one half (1/2) of the Adjusted Nominal Amount for which Holders are voting at a Holders' Meeting or for which Holders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 14.3:
- (a) approving a change of a Reset Date, Interest Payment Date, Redemption Date or any term triggering the right of such redemption or any other terms relating to interest, reduction or cancellation of the amount payable and change of the currency in which payments under the Capital Securities are to be made;
  - (b) approving a substitution of the Issuer; and
  - (c) amendment to this Clause 14.

However, any amendment to these Terms and Conditions (including substitution of the Issuer) shall be made in accordance with the Clause 16 (*Amendments*). For the sake of clarity, any resolution at a Holders' Meeting or in the Written Procedure, which extends or increases the obligations of the Issuer, or limits, reduces or extinguishes the rights or benefits of the Issuer (other than in accordance with these Terms and Conditions), shall be subject to the consent of the Issuer.

- 14.8 If quorum does not exist at the Holders' Meeting or in respect of a Written Procedure, the Issuer shall convene a second Holders' Meeting (in accordance with Clause 14.2) or initiate a second Written Procedure (in accordance with Clause 14.3), as the case may be, provided that the relevant proposal has not been withdrawn by the person(s) who initiated the procedure for Holders' consent. When an adjourned Holders' Meeting or Written Procedure resumes, the Holders' Meeting or the Written Procedure shall, if Holders representing not less than one tenth (1/10th) of the Adjusted Nominal Amount are voting at a Holders' Meeting or for which Holders reply in a Written Procedure (in accordance with the instructions given pursuant to Clause 14.3), be deemed quorate and resolutions may, also in respect of Extraordinary Resolutions, be adopted by a simple majority of the votes cast.
- 14.9 Resolutions at Holders' Meetings or in a Written Procedure shall be adopted by way of voting. Each Holder entitled to vote shall have one (1) vote for each Nominal Amount of the Capital Security held by it. The Issuer and any Group Company shall not hold voting rights at the Holders' Meeting nor in the Written Procedure. In the event of a tied vote, the chairman shall have the casting vote. An Extraordinary Resolution shall, subject to Clause 14.7, be valid only where supported by Holders representing not less than three-fourths (3/4th) of the votes cast at the Holders' Meeting or in the Written Procedure. In all other matters (including but not limited to actions to be taken upon an enforcement event), resolutions by the Holders' Meeting or Written Procedure shall be adopted by a simple majority of the votes cast.
- 14.10 Resolutions adopted at a duly convened and held Holders' Meeting or by way of a Written Procedure shall be binding on all Holders, whether or not present at the Holders' Meeting or replying to the Written Procedure and

whether or not supporting the resolutions. No Holder shall be held responsible for any damage any resolution of a Holders' Meeting or by way of a Written Procedure may cause to another Holder.

- 14.11 If a Holders' Meeting is convened or a Written Procedure arranged for the approval of a Corporate Restructuring Event and a resolution to approve that Corporate Restructuring Event is adopted in accordance with this Clause 14, such resolution shall be binding on all Holders in accordance with Clause 14.10 and as a result of the adoption of such resolution each individual Holder shall be deemed to have waived its statutory right to oppose the Corporate Restructuring Event in question.
- 14.12 The Issuer shall reimburse all actual out-of-pocket costs and expenses incurred by the Calculation Agent and EFi in connection with a Holders' Meeting or a Written Procedure, regardless of who requested the meeting or procedure.

## 15. NOTICES

- 15.1 Notices concerning the Capital Securities (including calling Holders' Meetings and Written Procedure) shall be published (i) on the official website of the Issuer and (ii) by a press release or a stock exchange release, as appropriate under applicable law.
- 15.2 In addition to, or alternatively to, the procedure described in Clause 15.1 above, the Issuer may deliver notices concerning the Capital Securities in writing directly to Holders (*e.g.*, through EFi's book-entry system or account operators of the book-entry system).
- 15.3 Notices (including requests for Holders' Meetings and Written Procedures) shall be given to the Issuer at the following address, or any substitute address notified to the Holders:

### **YIT Corporation**

Attention: Group Treasury and Group Legal  
Panuntie 11  
FI-00620 Helsinki  
Finland

- 15.4 Notices (including requests for Holders' Meetings and Written Procedures) shall be given to the Calculation Agent at the following address, or any substitute address notified to the Holders:

### **OP Custody Ltd**

Gebhardinaukio 1  
FI-00510 HELSINKI  
Finland

## 16. AMENDMENTS

- 16.1 All amendments to these Terms and Conditions (including without limitation to those set forth in Clause 14 (*Holders' Meeting and Written Procedure*)) with binding effect for all Holders, the Calculation Agent and the Issuer are possible only provided that such amendment has been duly approved by the Issuer and a Holders' Meeting or a Written Procedure in accordance with Clause 14 (*Holders' Meeting and Written Procedure*) or all Holders and the Issuer otherwise agree to such amendment.
- 16.2 Notwithstanding the foregoing, the Calculation Agent and the Issuer may, however, without the consent of the Holders, agree on (i) the replacement of the Calculation Agent or (ii) any amendment of these Terms and Conditions which is of a formal, minor or technical nature or which is made to correct a clear and manifest error.
- 16.3 The Issuer shall promptly notify the Holders of any amendments or waivers made in accordance with Clause 14 (*Holders' Meeting and Written Procedure*), setting out the date from which the amendment or waiver will be effective. The Issuer shall ensure that any amendments to these Terms and Conditions are duly registered with the EFi and each other relevant organisation or authority.
- 16.4 An amendment to these Terms and Conditions shall, in the case of amendments resolved upon by a Holders' Meeting or by way of a Written Procedure, take effect on the date determined by the Holders Meeting or in the Written Procedure, or, in the case of amendments made by the Calculation Agent and the Issuer pursuant to Clause 16.2, on the date determined by the Calculation Agent and the Issuer.

## 17. FURTHER ISSUES

The Issuer shall, from time to time and without the consent of the Holders, have the right to create and issue further capital securities ranking *pari passu* in all respects and having the same terms and conditions as the Capital Securities, other than the amount and date of the first payment of interest thereon, and so that the same shall be consolidated and form a single series with the outstanding Capital Securities. For the avoidance of doubt, this Clause 17 shall not limit the Issuer's right to issue any other capital securities.

## 18. NOMINEE REGISTRATION AND RIGHT TO INFORMATION

In respect of Capital Securities registered in the name of a nominee, the Act on the Book-Entry System and the Act on Book-Entry Accounts and the rules and regulations of EFi shall apply to the extent not validly otherwise provided in these Terms and Conditions. Notwithstanding any secrecy obligations, the Issuer shall, subject to the rules and regulations of EFi and applicable laws, be entitled to obtain information on the Holders from EFi and EFi shall be entitled to provide such information to the Issuer. Furthermore, the Issuer and the Calculation Agent shall, subject to the rules and regulations of EFi and applicable laws, be entitled to obtain from EFi a list of the Holders, provided that it is technically possible for EFi to maintain such list. Each Holder shall be considered to have given its consent to actions described above by subscribing or purchasing a Capital Security.

## 19. LIMITATION OF LIABILITY

- 19.1 None of the Issuer, the Calculation Agent and EFi (each a "**Protected Party**") shall be held responsible for any damage arising out of any Finnish or foreign legal enactment, or any measure undertaken by a Finnish or foreign public authority, or war, strike, lockout, boycott, blockade or any other similar circumstance. The reservation in respect of strikes, lockouts, boycotts and blockades applies even if a Protected Party takes such measures, or is subject to such measures.
- 19.2 Any damage that may arise in other cases shall not be compensated by any Protected Party if it has observed customary care. No Protected Party shall in any case be held responsible for any indirect damage, consequential damage and/or loss of profit.
- 19.3 Should there be an obstacle as described above for a Protected Party to take any action in compliance with these Terms and Conditions, such action may be postponed until the obstacle has been removed.
- 19.4 The provisions in this Clause 19 apply unless they are inconsistent with the provisions of the Act on the Book-Entry System and Clearing Operations, the Act on Book-Entry Accounts and the rules and regulations of EFi, which provisions shall prevail.

## 20. LISTING AND SECONDARY MARKET

An application will be made to, with the aim of having the Capital Securities to be admitted to trading on a regulated market on the Helsinki Stock Exchange maintained by Nasdaq Helsinki Ltd.

## 21. GOVERNING LAW AND JURISDICTION

- 21.1 The Capital Securities and these Terms and Conditions shall be governed by and construed in accordance with Finnish law.
- 21.2 The courts of Finland, with the District Court of Helsinki (*Helsingin käräjäoikeus*) as the court of first instance, shall have non-exclusive jurisdiction in relation to any dispute arising out of or in connection with these Terms and Conditions or the Capital Securities (including a dispute regarding the existence, validity or termination of these Terms and Conditions or the Capital Securities).

## 22. ISIN

The ISIN code of the Capital Securities is FI4000496310.