

BASE PROSPECTUS



KOJAMO PLC

(incorporated with limited liability in Finland)

EUR 2,500,000,000

Euro Medium Term Note Programme

Under this EUR 2,500,000,000 Euro Medium Term Note Programme (the **Programme**), Kojamo plc (the **Issuer**) may from time to time issue notes (the **Notes**) denominated in any currency agreed between the Issuer and the relevant Dealer(s) (as defined below).

Notes may be issued in bearer or registered form (respectively **Bearer Notes** and **Registered Notes**). The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed EUR 2,500,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement (as defined under “*Subscription and Sale*”), subject to increase as described herein.

The Notes may be issued on a continuing basis to one or more of the Dealers specified under “*Overview of the Programme*” and any additional Dealer appointed under the Programme from time to time by the Issuer (each a **Dealer** and together the **Dealers**), which appointment may be for a specific issue or on an ongoing basis. References in this Base Prospectus to the **relevant Dealer** shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Notes.

An investment in Notes issued under the Programme involves certain risks. For a discussion of these risks see “*Risk Factors*”.

This Base Prospectus has been approved as a base prospectus by the Central Bank of Ireland, as competent authority under Regulation (EU) 2017/1129 (the **Prospectus Regulation**). The Central Bank of Ireland only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval by the Central Bank of Ireland should not be considered as an endorsement of the Issuer or of the quality of the Notes. Investors should make their own assessment as to the suitability of investing in the Notes. Such approval relates only to Notes that are to be admitted to trading on the regulated market (the **Euronext Dublin Regulated Market**) of the Irish Stock Exchange plc trading as Euronext Dublin (**Euronext Dublin**) or on another regulated market for the purposes of Directive 2014/65/EU (as amended, **MiFID II**) and/or that are to be offered to the public in any member state of the European Economic Area (**EEA**) in circumstances that require the publication of a prospectus.

Application has been made to Euronext Dublin for Notes issued under the Programme during the period of 12 months from the date of this Base Prospectus to be admitted to its official list (the **Official List**) and trading on the Euronext Dublin Regulated Market. References in this Base Prospectus to the Notes being **listed** (and all related references) shall mean that, unless otherwise specified in the applicable Final Terms (as defined under “*Terms and Conditions of the Notes*”), the Notes have been admitted to the Official List and trading on the Euronext Dublin Regulated Market.

This Base Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market in the European Economic Area (the EEA). The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.

The requirement to publish a prospectus under the Prospectus Regulation only applies to Notes which are to be admitted to trading on a regulated market in the EEA and/or offered to the public in the EEA other than in circumstances where an exemption is available under Article 1(4) and/or 3(2) of the Prospectus Regulation.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche (as defined under “*Terms and Conditions of the Notes*”) of Notes will be set out in a final terms document (the **Final Terms**) which will be delivered to the Central Bank of Ireland and, where

listed, Euronext Dublin. Copies of Final Terms in relation to Notes to be listed on Euronext Dublin will also be published on the website of Euronext Dublin.

The Programme provides that Notes may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the Issuer and the relevant Dealer. The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**) or any U.S. State securities laws and may not be offered or sold in the United States or to, or for the account or the benefit of, U.S. persons as defined in Regulation S under the Securities Act (**Regulation S**) unless an exemption from the registration requirements of the Securities Act is available and in accordance with all applicable securities laws of any state of the United States and any other jurisdiction.

The Issuer has been rated Baa2 by Moody's Investors Service (Nordics) AB (**Moody's**). The Programme has been rated Baa2 by Moody's. Moody's is established in the EEA and is registered under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). As such, Moody's is included in the list of credit rating agencies published by the European Securities and Markets Authority (**ESMA**) on its website (at <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation. Moody's is not established in the United Kingdom (**UK**) but the Programme rating issued by Moody's has been endorsed by Moody's Investors Service Limited which is established in the UK and registered in accordance with Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**) (the **UK CRA Regulation**).

Notes issued under the Programme may be rated or unrated by the rating agency referred to above. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Where a Tranche of Notes is rated, such rating will be disclosed in the Final Terms and will not necessarily be the same as the rating assigned to the Programme by Moody's.

Amounts payable on Floating Rate Notes will be calculated by reference to one of EURIBOR, CIBOR, STIBOR and NIBOR (each as defined below) as specified in the applicable Final Terms. As at the date of this Base Prospectus, the European Money Markets Institute (as the administrator of EURIBOR), the Danish Financial Benchmark Facility (as the administrator of CIBOR), the Swedish Financial Benchmark Facility AB (as the administrator of STIBOR) and the Norske Finansielle Referanser (NoRE) (as the administrator of NIBOR) are each included in ESMA's register of administrators under Article 36 of Regulation (EU) No. 2016/1011 (the **EU Benchmarks Regulation**).

Arranger

NORDEA

Dealers

**DANSKE BANK
GOLDMAN SACHS INTERNATIONAL
OP CORPORATE BANK**

**DEUTSCHE BANK
NORDEA
SEB**

SWEDBANK

The date of this Base Prospectus is 26 March 2024.

IMPORTANT INFORMATION

This Base Prospectus comprises a base prospectus in respect of all Notes issued under the Programme for the purposes of Article 8 of the Prospectus Regulation. When used in this Base Prospectus, Prospectus Regulation means Regulation (EU) 2017/1129.

The Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes issued under the Programme. To the best of the knowledge of the Issuer the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Base Prospectus is to be read in conjunction with all documents which are deemed to be incorporated in it by reference (see “*Documents Incorporated by Reference*”). This Base Prospectus shall be read and construed on the basis that those documents are incorporated and form part of this Base Prospectus.

Other than in relation to the documents which are deemed to be incorporated by reference (see “*Documents Incorporated by Reference*”), the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus.

Neither the Dealers nor the Trustee (as defined below) have independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers or the Trustee as to the accuracy or completeness of the information contained or incorporated in this Base Prospectus or any other information provided by the Issuer in connection with the Programme. No Dealer or the Trustee accepts any liability in relation to the information contained or incorporated by reference in this Base Prospectus or any other information provided by the Issuer in connection with the Programme.

No person is or has been authorised by the Issuer, any of the Dealers or the Trustee to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealers or the Trustee.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Notes (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer or any of the Dealers or the Trustee that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Base Prospectus nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of the Issuer or any of the Dealers or the Trustee to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained in it concerning the Issuer is correct at any time subsequent to its date or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers and the Trustee expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme or to advise any investor in Notes issued under the Programme of any information coming to their attention.

IMPORTANT – EEA RETAIL INVESTORS

If the Final Terms in respect of any Notes includes a legend entitled “Prohibition of Sales to EEA Retail Investors”, the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer

within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

IMPORTANT – UK RETAIL INVESTORS

If the Final Terms in respect of any Notes includes a legend entitled “Prohibition of Sales to UK Retail Investors”, the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the **FSMA**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

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

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

UK MiFIR product governance / target market – The Final Terms in respect of any Notes may include a legend entitled “UK MiFIR product governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

Product Classification Pursuant to Section 309B of the Securities and Futures Act 2001 of Singapore – The applicable Final Terms in respect of any Notes may include a legend entitled “Singapore Securities and Futures Act Product Classification” which will state the product classification of the Notes pursuant to section 309B(1) of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the **SFA**). The Issuer will make a determination in relation to each issue about the classification of the Notes being offered for the purposes of section 309B(1)(a) of the SFA. Any such legend included on the applicable Final Terms will constitute

notice to “relevant persons” (as defined in section 309A(1) of the SFA) for purposes of section 309B(1)(c) of the SFA.

Notes issued as Green Bonds: None of the Arranger, Dealers, the Trustee nor any of their respective affiliates accepts any responsibility for any environmental or sustainability assessment of any Notes issued as Green Bonds or makes any representation or warranty or assurance whether such Notes will meet any investor expectations or requirements regarding such “green” or similar labels. None of the Arrangers, Dealers, the Trustee nor any of their respective affiliates has undertaken, nor are they responsible for, any assessment of the Green Projects (as defined in the “*Use of Proceeds*” section of this Base Prospectus), any verification of whether the Green Projects meet any eligibility criteria set out in the Green Framework (as defined in the “*Use of Proceeds*” section of this Base Prospectus) nor are they responsible for the use of proceeds for any Notes issued as Green Bonds, nor the impact or monitoring of such use of proceeds or the allocation of the proceeds to particular Green Projects. No representation or assurance is given by the Issuer or any of the Dealers as to the suitability or reliability of any opinion, report or certification of any third party made available in connection with an issue of Notes issued as Green Bonds, nor is any such opinion, report or certification a recommendation by the Issuer or any Dealer to buy, sell or hold any such Notes. In the event any such Notes are, or are intended to be, listed, or admitted to trading on a dedicated “green” or other equivalently-labelled segment of a stock exchange or securities market, no representation or assurance is given by the Issuer or any of the Dealers that such listing or admission will be obtained or maintained for the lifetime of the Notes. Investors should refer to the Green Framework, the Second Party Opinion (as defined in the “*Use of Proceeds*” section of this Base Prospectus) and any public reporting by or on behalf of the Issuer in respect of the application of proceeds (each of which will be available on the Issuer’s website at <https://kojamo.fi/greenfinancing>) and which, for the avoidance of doubt, will not be incorporated by reference into this Base Prospectus. None of the Arranger, Dealers, the Trustee nor any of their respective affiliates makes any representation as to the suitability or content of such materials.

IMPORTANT INFORMATION RELATING TO THE USE OF THIS BASE PROSPECTUS AND OFFERS OF NOTES GENERALLY

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer, the Dealers and the Trustee do not represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Dealers or the Trustee which is intended to permit a public offering of any Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States, the EEA (including, for these purposes, Belgium and Finland), the UK, Singapore and Japan, see “*Subscription and Sale*”.

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

Presentation of Financial Information

Unless otherwise indicated, the financial information in this Base Prospectus relating to the Issuer has been derived from the audited consolidated financial statements of the Issuer for the financial years ended 31 December 2022 and 31 December 2023 (together, the **Financial Statements**).

The Issuer’s financial year ends on 31 December, and references in this Base Prospectus to any specific year are to the 12-month period ended on 31 December of such year. The Financial Statements have been prepared in accordance with International Financial Reporting Standards (**IFRS**) as adopted by the European Union (**EU**).

Certain figures and percentages included in this Base Prospectus have been subject to rounding adjustments; accordingly, figures shown in the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

Certain Defined Terms and Conventions

Capitalised terms which are used but not defined in any particular section of this Base Prospectus will have the meaning attributed to them in “*Terms and Conditions of the Notes*” or any other section of this Base Prospectus. In addition, the following terms as used in this Base Prospectus have the meanings defined below:

References to **EUR, euro** and **€** refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

References to a **billion** are to a thousand million.

References to the **Issuer** are to Kojamo plc. References to **Kojamo, Kojamo Group** or **Group** are to Kojamo plc and its Subsidiaries, except where it is clear from the context that the term means Kojamo plc, and except that references and matters relating to the shares and share capital of Kojamo plc or matters of corporate governance shall refer to shares, share capital and corporate governance of Kojamo plc.

In this Base Prospectus, unless a contrary intention appears, a reference to a law or a provision of a law is a reference to that law or provision as extended, amended or re-enacted.

SUITABILITY OF INVESTMENT

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

- (i) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes where the currency for principal or interest payments is different from the potential investor’s currency;
- (iv) understands thoroughly the terms of the Notes and is familiar with the behaviour of financial markets; and
- (v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

STABILISATION

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

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OVERVIEW OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. The Issuer and any relevant Dealer(s) may agree that Notes shall be issued in a form other than that contemplated in the Terms and Conditions, in which event, and if appropriate, a new Base Prospectus or a supplement to the Base Prospectus, will be published.

This Overview constitutes a general description of the Programme for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980.

Words and expressions defined in “*Form of the Notes*” and “*Terms and Conditions of the Notes*” shall have the same meanings in this Overview.

Issuer:	Kojamo plc
Issuer Legal Entity Identifier (LEI):	7437007YPUOQZ8OV1R42
Risk Factors:	There are certain factors that may affect the Issuer’s ability to fulfil its obligations under Notes issued under the Programme. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme and risks relating to the structure of a particular Series of Notes issued under the Programme. All of these are set out under “ <i>Risk Factors</i> ”.
Description:	Euro Medium Term Note Programme
Arranger:	Nordea Bank Abp
Dealers:	Danske Bank A/S Deutsche Bank Aktiengesellschaft Goldman Sachs International Nordea Bank Abp OP Corporate Bank plc Skandinaviska Enskilda Banken AB (publ) Swedbank AB (publ) and any other Dealers appointed in accordance with the Programme Agreement.
Certain Restrictions:	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see “ <i>Subscription and Sale</i> ”), including the following restrictions applicable at the date of this Base Prospectus:

Notes having a maturity of less than one year

Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the UK, constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the FSMA unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent, see “*Subscription and Sale*”.

Trustee:	Deutsche Trustee Company Limited
Principal Paying Agent:	Deutsche Bank AG, London Branch
Programme Size:	Up to EUR 2,500,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) outstanding at any time. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Distribution:	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Currencies:	Subject to any applicable legal or regulatory restrictions, Notes may be denominated in any currency agreed between the Issuer and the relevant Dealer.
Maturities:	The Notes will have such maturities as may be agreed between the Issuer and the relevant Dealer, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the relevant Specified Currency.
Issue Price:	Notes may be issued on a fully-paid basis and at an issue price which is at par or at a discount to, or premium over, par.
Form of Notes	The Notes will be issued in either bearer or registered form as described in “ <i>Form of the Notes</i> ”. Registered Notes will not be exchangeable for Bearer Notes and <i>vice versa</i> .
Fixed Rate Notes:	Fixed interest will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer.
Floating Rate Notes:	<p>Floating Rate Notes will bear interest at a rate determined on the basis of the reference rate set out in the applicable Final Terms.</p> <p>Interest on Floating Rate Notes in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the Issuer and the relevant Dealer.</p> <p>The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer for each Series of Floating Rate Notes.</p>

Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.

- Benchmark Event: If a Benchmark Event (as defined in the Conditions) occurs, such that any rate of interest (or any component part thereof) cannot be determined by reference to the original benchmark specified in the applicable Final Terms, then such rate of interest may be substituted (subject to certain conditions) with a successor or alternative rate (with consequent amendment to the terms of such Series of Notes and the application of an adjustment spread (which could be positive, negative or zero)) as described in the Terms and Conditions.
- Zero Coupon Notes: Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.
- Redemption: The applicable Final Terms will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the Issuer and/or the Noteholders and/or the Noteholders on a Change of Control, in each case upon giving notice to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the relevant Dealer.
- Notes having a maturity of less than one year may be subject to restrictions on their denomination and distribution, see "*Certain Restrictions - Notes having a maturity of less than one year*" above.
- Denomination of Notes: The Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency, see "*Certain Restrictions - Notes having a maturity of less than one year*" above, and save that the minimum denomination of each Note will be EUR100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).
- Taxation: All payments in respect of the Notes will be made without deduction for or on account of withholding taxes imposed by any Tax Jurisdiction as provided in Condition 8 (*Taxation*). In the event that any such deduction is made, the Issuer will, save in certain limited circumstances provided in Condition 8 (*Taxation*), be required to pay additional amounts to cover the amounts so deducted.
- Negative Pledge: The terms of the Notes will contain a negative pledge provision as further described in Condition 4.1 (*Negative Pledge*).
- Financial Covenants: The terms of the Notes will contain certain financial covenants as further described in Condition 4.2 (*Financial Covenants*).

Cross Default:	The terms of the Notes will contain a cross default provision as further described in Condition 10 (<i>Events of Default and Enforcement</i>).
Status of the Notes:	The Notes will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4.1 (<i>Negative Pledge</i>)) unsecured obligations of the Issuer and will rank <i>pari passu</i> among themselves and (save for any obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding.
Rating:	The Programme has been rated Baa2 by Moody's. Series of Notes issued under the Programme may be rated or unrated. Where a Series of Notes is rated, such rating will be disclosed in the applicable Final Terms and will not necessarily be the same as the rating assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
Listing:	<p>Application has been made for Notes issued under the Programme to be admitted to the Official List and to trading on the Euronext Dublin Regulated Market.</p> <p>Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Issuer and the relevant Dealer in relation to the Series. Notes which are neither listed nor admitted to trading on any market may also be issued.</p> <p>The applicable Final Terms will state whether or not the relevant Notes are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.</p>
Governing Law:	The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and shall be construed in accordance with, English law.
Selling Restrictions:	There are restrictions on the offer, sale and transfer of the Notes in the United States, the EEA (including Belgium and Finland), the UK, Singapore and Japan, and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes, see " <i>Subscription and Sale</i> ".
United States Selling Restrictions:	<p>Regulation S, Category 2. TEFRA C/TEFRA D/TEFRA not applicable, as specified in the applicable Final Terms.</p> <p>Bearer Notes will be issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986 (as amended the Code)) (TEFRA D) unless (i) the applicable Final Terms states that the Notes are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) (TEFRA C) or (ii) the Notes are issued other than in compliance with TEFRA D or TEFRA C but in circumstances in which the</p>

Notes will not constitute “registration required obligations” under the United States Tax Equity and Fiscal Responsibility Act of 1982 (**TEFRA**), which circumstances will be referred to in the applicable Final Terms as a transaction to which TEFRA is not applicable.

RISK FACTORS

Before making an investment decision, prospective investors should assume the risk that the Issuer may become insolvent or otherwise be unable to make all payments due in respect of the Notes and should carefully review the specific risk factors described below, in addition to the other information contained in this Base Prospectus. The Issuer believes that the following factors may affect the Issuer's business and ability to fulfil its obligations under the Notes. Most of these factors are contingencies which may or may not occur. The Issuer's business, financial condition and results of operations could be materially affected by each of these risks presented. Also, other risks and uncertainties not described herein could affect the Issuer's ability to fulfil its obligations under the Notes.

In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision.

The following is not an exhaustive list or explanation of all risks which investors may face when making an investment in the Notes and should be used as guidance only. Additional risks and uncertainties not presently known to the Issuer, or that the Issuer currently believes are immaterial, could impair the ability of the Issuer to fulfil its obligations under any Notes. Certain other matters regarding the operations of the Issuer that should be considered before making an investment in any Notes are set out, in the section "Information about the Issuer", amongst other places.

The capitalised words and expressions in this section shall have the meanings defined in the "Terms and Conditions of the Notes".

FACTORS THAT MAY AFFECT THE ISSUER'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER NOTES ISSUED UNDER THE PROGRAMME

Risks Relating to Macroeconomic Conditions

Kojamo's business, results of operations and profitability are subject to risks related to general economic conditions in Finland and indirectly in Europe more generally.

Changes in general economic conditions in Finland, which are usually reflected in changes in Finnish GDP, impact the overall demand for rental apartments in Finland, the ability of tenants to pay rent, the value of residential properties, rent levels and the broader housing market. As all of Kojamo's properties are located in Finland, these factors, in turn, affect vacancy rates, rental income and the valuation of its properties, and adverse changes in these factors may have an adverse effect on Kojamo's business, results of operations and financial condition. In addition, Finland's economy may be impacted by developments in Finland's neighbouring countries and the broader European and global economies. Global macroeconomic conditions may be adversely affected, for example, by political tensions, acts of war and/or expansion of sanctions, including Russia's invasion of Ukraine on 24 February 2022 and the wide-ranging sanctions subsequently imposed on Russia by the US, EU and UK, among others. The armed conflict between Israel and Hamas, which commenced in October 2023, and the ensuing instability in the Middle East may also increase oil and other commodity prices, inflation and adversely impact the global economy. The prolongation of geopolitical tensions, conflicts, sanctions and political uncertainty could result in lower or negative economic growth in Finland, which may have an adverse effect on the overall demand for rental apartments in Finland, ability of tenants to pay rent, the value of residential properties, rent levels, the broader housing and property market as well as the availability and prices of building materials. Geopolitical tensions and the economic development in neighbouring countries, Europe and the world more generally could also result in deterioration of the economic conditions in Finland and may have an adverse effect on Kojamo's business, results of operations and financial condition.

As Kojamo's current residential properties are located mostly in the Helsinki region¹, the Tampere, Turku, Kuopio and Lahti regions as well as the cities of Oulu and Jyväskylä (together, the **Finnish Growth Centres**), the general economic development in these particular regions has an impact on Kojamo's business. Kojamo's business could further be adversely influenced by social and demographic developments, which differ from one Finnish region to another. If, for example, the unemployment rate in any of Kojamo's target regions increases significantly due to local economic conditions or otherwise, demand for rental apartments and rent levels in that region could decrease. Kojamo aims to further focus its property ownership and rental business in its selected target regions in Finland, which will increase the geographical focus of Kojamo's property portfolio. Kojamo may not be able to react in a timely manner to adverse developments in one or more of these target regions. This could result in a situation where Kojamo has a large property portfolio in and significant investments tied to a region where the economic conditions are developing unfavourably, which in turn could have an adverse effect on Kojamo's profitability and financial condition.

Any decrease in demand for rental apartments or a reduction in the value of Kojamo's residential properties resulting from a decline of the economic conditions in Finland generally or locally in a region that is strategically important to Kojamo could have a material adverse effect on Kojamo's business operations, financial condition, results of operations and future prospects. Further, uncertainty and possible decline in the macroeconomic conditions in Finland may expose Kojamo to risks related to costs and availability of financing. See "*Risks Relating to Financing*" below.

Inflation may have an adverse effect on Kojamo's business operations and profitability.

Since spring 2022, as a result of, among other things, Russia's invasion of Ukraine, prices of goods and services in Finland, the EU and globally have increased, contributing to accelerated inflation. Although inflation has been slowing down in late 2023 and early 2024, increased costs and supply constraints may have an adverse effect on Kojamo's business and financial position, and it may not be able to pass on price increases to its tenants.

Increased costs, as well as reduced availability of raw materials and other elements of production, may also have an adverse effect on Kojamo's strategy, which focuses on new construction as well as the conversion of real estate into residential use (more information on Kojamo's strategy, please see "*Kojamo may not necessarily be able to identify or acquire properties suitable for its property portfolio or otherwise implement its business strategy as planned*"). Such increased costs may also have an adverse effect on, among other things, Kojamo's operating costs including maintenance costs, costs of repairs and administrative and marketing costs. Kojamo's operations may be diminished or hindered if raw materials or other elements of production cannot be purchased at reasonable prices or in a timely manner, or if, for example, administrative or maintenance costs increase significantly compared to current levels.

In recent years, real estate and construction sectors have been affected by increases in metal prices, among other things. Although metal prices are expected to fall due to softening demand and strengthening supply, prolongation or exacerbation of high price levels and reduced availability may increase the cost of maintaining, developing and building real estate. This could have a particular impact on Kojamo's cost levels for both new construction and the conversion of other real estate into residential use, but also for the repair and maintenance costs of existing properties. In addition, such rising costs in the real estate and construction sectors may reduce the demand for the construction of new buildings and renovations or postpone new projects to a later date.

Any of the consequences of inflation in particular a general increase in cost levels, may have an adverse effect on the fair value of Kojamo's apartments, which, if realised, may in turn have a material adverse effect on Kojamo's business, financial condition, results of operations, prospects and/or the price of its financial instruments.

¹ Helsinki region includes cities of Helsinki, Espoo, Vantaa, Kauniainen, Hyvinkää, Järvenpää, Kerava, Kirkkonummi, Mäntsälä, Nurmijärvi, Pornainen, Porvoo, Riihimäki, Sipoo, Tuusula and Vihti.

Increases in electricity and heating prices, potential electricity supply disruptions and outages, and failure to hedge against price fluctuations or not hedging at all may have an adverse effect on Kojamo's operations.

Increases in electricity and heating prices may have a material impact on Kojamo's cost levels and thus on its financial condition. In addition, possible energy supply difficulties or power outages resulting from insufficient energy production in relation to increased demand may significantly hamper Kojamo's operations by increasing production costs and posing challenges to timely deliveries and quality assurance.

To a certain extent Kojamo can hedge against risks associated with electricity price fluctuations and Kojamo's electricity price risk is currently hedged with electricity purchase agreements. However, there can be no certainty that Kojamo will succeed in hedging against fluctuations in electricity prices at all in the future. Increases in electricity prices resulting from, for example, changes in the regulation concerning energy production and sources, and possible blackouts or disruptions in electricity supply may increase Kojamo's operating expenses and reduce its profitability. Any of these factors, if realised, could have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

Interest rates remaining high or increasing further may lead to a decrease in the valuation of Kojamo's property portfolio, which could have an adverse effect on the fair value of Kojamo's investment properties, financial condition and results of operations.

In previous years, the long-standing low interest rate environment in Finland and the EU had a significant impact on the residential property market leading to higher valuations for residential properties in Finland and the EU. However, rapidly increasing inflation led the European Central Bank, alongside other central banks, to raise its interest rates during the second half of 2022. Although interest rate rises have levelled off since the final quarter of 2023, it is possible that interest rates will stay at their current, relatively high level for some time or that any decrease in interest rates will be gradual. Any increases in interest rates that have already occurred or may occur in the future may have a negative effect on the valuation of Kojamo's residential properties and may require Kojamo to record fair value adjustment losses (see also "*—Fluctuations in interest rates may decrease the value of Kojamo's properties and increase the cost of financing and thereby adversely affect Kojamo's business*"). Such losses would result in a corresponding decrease in the value of Kojamo's residential properties (as reported on its balance sheet) and in Kojamo's fair values and result in increases in Kojamo's Loan to Value ratio, solvency ratio and secured solvency ratio.

Further, increases in interest rates generally may cause demand for residential properties to decrease and could have an adverse effect on ability of potential buyers to finance purchase of properties. This in turn might negatively impact Kojamo's ability to dispose of properties due to lack of demand for apartments.

The materialisation of any of these risks could have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

Unfavourable changes in demographic trends in Finland, such as a decline in urbanisation or an increase in average household size, could have an adverse impact on Kojamo's business.

Kojamo has based its strategy on certain demographic trends in recent years, in particular urbanisation and decreasing average household size. Due to these continuing macro trends, the demand for rental housing has been strong in recent years, especially for small rental apartments in the major cities. However, general economic developments, the personal preferences and social circumstances of persons living in Finland may change over time, and such changes may be unpredictable. If such changes were to lead the trends in Finnish housing to a direction that is not favourable for Kojamo's strategy and property portfolio, and if Kojamo is not able to adjust its business operations accordingly and in a timely manner, this could have a material adverse effect on Kojamo's business operations, financial condition, results of operations and growth prospects.

Risks Relating to Kojamo's Business Operations

Decreases in Kojamo's rental income and financial occupancy rate and increases in tenant turnover may have an adverse effect on Kojamo's results of operations.

Kojamo's commercial success depends significantly on its ability to maintain and increase its rental income. Therefore, in addition to rental rates, the most notable risks in Kojamo's operations are related to financial occupancy rate² and tenant turnover and, by extension, the amount of rental income that Kojamo is able to generate. These depend on, among other things, general economic conditions, demographic trends (as described above in "*Risks Relating to Macroeconomic Conditions—Unfavourable changes in demographic trends in Finland, such as a decline in urbanisation or an increase in average household size, could have an adverse impact on Kojamo's business*") and the level of new apartment construction, which could increase the supply of rental apartments relative to demand. Further, if the condition, location or other characteristics of the rental apartments in Kojamo's property portfolio are not responsive to the demand, this may negatively affect Kojamo's ability to maintain and increase rent levels and total rental income.

The financial occupancy rate of Kojamo's residential properties has a significant impact on Kojamo's rental income and, therefore, on the profitability of Kojamo's operations. The financial occupancy rate of Kojamo's residential properties was 93.0 per cent. as at 31 December 2023 and 92.0 per cent. as at 31 December 2022. There can be no assurances that Kojamo will be able to maintain its financial occupancy rate at similar levels in the future. If Kojamo's financial occupancy rate were to decrease, Kojamo's total revenue would decrease while its maintenance and financing costs would remain relatively constant. For more information on this, see "*Kojamo's revenue and expenses are not directly correlated, and since a large percentage of Kojamo's expenses is fixed, Kojamo may not be able to adapt its cost structure or increase rents to offset any declines in its financial occupancy rate*". Similarly, in addition to the lack of rental income between tenancies, increases in tenant turnover result in costs for Kojamo, for example due to the expenses associated with arranging and signing new lease agreements and minor renovations and repairs typically made following a tenant's departure from an apartment.

The majority of Kojamo's lease agreements with its tenants are for a non-fixed term and valid subject to notice, and only a small number of Kojamo's lease agreements are for a fixed term. Tenants may generally terminate lease agreements with one month's notice. Therefore, a significant number of Kojamo's lease agreements may be terminated within a short time period. In such cases, Kojamo may encounter difficulties in finding a sufficient number of incoming tenants to replace outgoing tenants, which may result in decreased financial occupancy rate and increased turnover costs.

Kojamo aims to maintain and increase its rental income, secure a high financial occupancy rate and reduce tenant turnover and related costs by (i) enhancing the desirability of its housing through planned maintenance and renovations, (ii) improving the efficiency of the renting process through focusing on its digital service offering, (iii) actively developing its property portfolio to meet the demands of existing and prospective tenants and (iv) maintaining tenant satisfaction through well-functioning services that are easy to access during the tenancy. However, there can be no assurances that any measures that Kojamo takes will achieve the intended goals and provide a service level that meets the needs of existing and prospective tenants.

If Kojamo, despite the aforementioned measures, fails to maintain and, where possible, increase its rental income as anticipated, or fails to maintain a high financial occupancy rate, this could have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

Poor tenant selection and defaults by tenants may result in overdue or unpaid rents and affect Kojamo's results of operations and reputation.

Kojamo aims to choose its tenants with care but despite this intention, it may end up renting apartments to tenants that default on the lease agreements or otherwise fail to comply with the terms of their lease agreement, which may negatively impact Kojamo's financial performance as well as the quality of Kojamo's residential properties. Adverse changes to macro-economic conditions may have a significant adverse effect on the financial position of

² Financial occupancy rate = (Rental income) / (Potential rental income at full occupancy) x 100. Financial occupancy rate does not include apartments under renovation.

Kojamo's tenants and their ability to pay rent if, for example, the unemployment rate increases or consumers' purchase power decreases. Increasing numbers of tenants who do not pay their rents in a timely manner may result in increases of overdue or unpaid rents. In addition, tenants may make unreasonable and repeated demands for service or improvements, make unsupported or unjustified complaints, use Kojamo's rental apartments for illegal purposes, damage or make unauthorised structural changes to Kojamo's rental apartments, refuse to leave the rental apartment when the lease agreement is terminated, cause threatening situations and other disturbances, sublet the apartment in violation of their lease agreement or permit unauthorised persons to live with them resulting in an increased costs and reputational damage for Kojamo.

The process of evicting a defaulting tenant from a residence can be adversarial, protracted and costly. Furthermore, some tenants facing eviction may damage the apartment. Damage to Kojamo's rental apartment may significantly delay re-letting after eviction, require expensive repairs or reduce the rental income or value of the apartment, resulting in a lower than expected rate of return. While Kojamo collects security deposits for certain of its rental apartments, such deposits may be small, or the security deposit may have been returned to the tenant after the tenant has paid the rent on time for three years. In respect of the rental apartments rented through the Lumo webstore, no separate security deposit is required (online banking codes are required for the purpose of renting on the Lumo webstore and Kojamo automatically checks the Finnish credit data register for any registered payment defaults as well as the payment history from Kojamo's internal customer data), however, the first month's rent is paid in advance. Therefore, it is possible that the security deposits, if any, would not be sufficient to cover the repair costs from incidents caused by tenants. However, Kojamo considers the lack or small amount of security deposits to be a competitive advantage and the risks to be minor since Kojamo's property portfolio is very large and incidents caused by tenants requiring major repairs to rental apartments are rare in Kojamo's experience, but if such incidents were to increase significantly, it could have a negative impact on Kojamo's results of operations.

Materialisation of any of the above risks could have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

Kojamo may not necessarily be able to identify or acquire properties suitable for its property portfolio or otherwise implement its business strategy as planned.

Kojamo seeks opportunities to expand its property portfolio and, according to its strategy, aims to invest between EUR 200 – 400 million a year in its property portfolio. However, due to uncertainties in the financial and investment markets, Kojamo announced towards the end of 2022 that it would refrain from making further investments until visibility in the market improves. In August 2023, Kojamo launched a saving programme (the **Saving Programme**) in response to the continued uncertainties in relevant markets and high interest rates and confirmed that it will refrain from making new investments for the time being.

When implementing its strategy, Kojamo aims to concentrate its investments in its target markets, being the Finnish Growth Centres and the Helsinki region in particular. However, Kojamo's ability to find suitable properties with attractive locations may be limited, and the number of plots and building rights depend on the development of urban planning and zoning. In Helsinki, the City of Helsinki is a significant landowner. Therefore, the availability of plots is subject to the willingness of the city to sell plots, and sales procedures are typically subject to public tender processes, which may result in intensifying price competition and thereby affect Kojamo's ability to find and acquire plots and properties in Helsinki at a commercially attractive price. The number of opportunities to acquire residential properties that meet Kojamo's objectives may be materially restricted due to, among other things, availability of suitable properties, adverse zoning decisions and competition from other operators engaging in real estate investment activities. Such competition could also require Kojamo to pay higher prices in order to secure residential properties, which could result in lower than targeted returns. Furthermore, there can be no assurances that residential properties can be acquired within the expected timelines, in the planned regions, at commercially reasonable prices or at all. This may lead to higher costs for Kojamo to acquire residential properties and advance development projects, and future investments could have lower yield characteristics than Kojamo's current property portfolio.

Kojamo's revenue and expenses are not directly correlated, and since a large percentage of Kojamo's expenses is fixed, Kojamo may not be able to adapt its cost structure or increase rents to offset any declines in its financial occupancy rate.

Most of the expenses associated with Kojamo's business, such as maintenance and repair costs, employee wages and benefits and other general corporate expenses do not in general decrease proportionately with any decrease in rental income (whether as a result of lower financial occupancy rate, higher tenant turnover, increased rent delinquencies or otherwise) or at all. Kojamo's rental apartments are also prone to depreciation and may therefore require significant modernisation and repairs. Such modernisation and repairs cannot necessarily be deferred until the end of a tenancy, and as a result the completion of the required works may negatively affect the living comfort of the tenants, which could increase tenant turnover and reduce the financial occupancy rate. While Kojamo aspires to improve the efficiency of its operations and thereby decrease the expenses arising from its operations, there can be no assurances that Kojamo will be able to improve the efficiency of its operations sufficiently or at all so as to decrease operating expenses if there is a decrease in the financial occupancy rate and, by extension, a decrease in rental income. Kojamo's Saving Programme targets total savings of approximately EUR 43 million in costs and investments during 2024, of which the share of costs is estimated to be approximately EUR 18 million. If Kojamo does not achieve its savings target this may adversely affect its current cost structure and increase pressure for rent rises in a deteriorated market condition. Kojamo may also not be able to fully offset a decrease in financial occupancy rate or rising costs through higher rents, which could have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

Increased repair costs and modernisation investments may lead to adverse development of Kojamo's financial condition and results of operations and failure to carry out necessary repairs or modernisation projects could incur repair debt and affect the fair value of Kojamo's properties.

Kojamo's rental apartments have infrastructure and fittings of varying ages and conditions and nearly all of Kojamo's residential properties and rental apartments will require some level of repair and maintenance in the future, following expiration of current lease agreements or otherwise. Such regular property maintenance is necessary in order to maintain the fair value of the residential properties and in order to maintain the rent levels of the rental apartments. However, the amount of required maintenance and repair work may increase, for example, as a result of changes to energy-efficiency or other requirements set to residential properties or as a result of damage caused by tenants or other parties. If maintenance needs are not recognised in time and as a result the level of maintenance is left insufficient in one or more residential properties, this may lead to decreases in the value of such properties, and Kojamo may also need to set lower rent levels in such residential properties.

Further, consequences of climate change may also constitute a risk of property damage, caused by changed weather conditions, increased water levels and changes in other physical environments that can affect real estate. In the long run, this could imply increased investment requirements for properties located in exposed areas and there is a risk that unforeseen costs could arise. In case these costs cannot be covered by insurance, it may adversely impact on Kojamo's operations, earnings and financial position.

In addition to the regular repair costs arising from maintenance and repair work, Kojamo seeks to increase the value of its residential properties and increase rent levels in its rental apartments with modernisation investments. However, Kojamo may not correctly estimate in its modernisation plan the need and benefits of repairs and modernisation in one or more residential properties, which could result in Kojamo making modernisation investments that do not lead to the expected value and rent increases. This would have a negative effect on Kojamo's results of operations and financial condition.

Modernisation investments are often significant and relate mainly to plumbing, facade, roof, window and balcony repair and renovations. The expected average technical operating life of the plumbing, facades, roofs and balconies in residential properties affects the planning of modernisation investments. In the financial year ended 31 December 2023, Kojamo spent EUR 56.0 million on the modernisation and repair of its residential properties, representing 0.7 per cent. of the fair value of its property portfolio. Of the total modernisation investments and repair costs in the financial year ended 31 December 2023, modernisation investments accounted for EUR 26.7 million.

The Saving Programme also provides for the suspension of new modernisation projects for the time being and limiting repairs to those supporting the renting of apartments, subject to not incurring repair debt. Regardless, there

can be no assurances that Kojamo will not be required to make modernisation or repair work at more frequent intervals than the expected average technical operating life information would suggest, and a need for repair and renovation may arise unexpectedly. Any damage to a property or an apartment could require repairs of building structures or components or necessitate modernisation investments or the commencement of a real estate development project. For more information on typical risks relating to real estate development projects, see “—*Kojamo’s acquisitions and development projects involve risks such as delays, unexpected costs or hidden defects*”. Further, if for any reason Kojamo fails to carry out any necessary repair work or modernisation, this may have a negative effect on the fair value of Kojamo’s properties. Deferred repairs may result in repair debt that may require substantial financial and other resources at a later stage and may also prevent or postpone the renting of apartments that are being repaired.

Kojamo retains independent contractors and trade professionals to carry out routine repair and modernisation work and therefore, Kojamo is exposed to all of the risks relating to using partners and contractors, (for information, see “—*Counterparty risk, if it materialises, could have a material adverse effect on Kojamo’s business*”). Although renovation costs or delays on any individual property would not be expected to have a material impact on Kojamo’s overall results, there can be no assurances that Kojamo’s aggregate capital expenditures relating to renovations will not significantly increase or that Kojamo’s estimates regarding such capital expenditures or the underlying assumptions regarding the costs or timing of renovation will always be correct.

If any of the above risks materialise, this could have a material adverse effect on Kojamo’s business, financial condition, results of operations and future prospects.

Potential lack of liquidity in the housing market may limit Kojamo’s ability to dispose of investment properties and any defects in divested properties may cause liabilities to Kojamo.

Kojamo’s business model contemplates making selective divestments of investment properties that no longer meet Kojamo’s investment criteria for example due to the property being outside Kojamo’s strategical focus regions, due to otherwise undesirable micro-location from a business perspective or due to the technical condition. Such divestments may be affected by many factors beyond Kojamo’s control, such as interest rates, the supply of and demand for properties and the availability of bank financing to potential buyers. A possible lack of liquidity in the housing market may limit Kojamo’s ability to sell properties and modify its property portfolio in a timely manner in response to changes in economic or other conditions. Should Kojamo choose to divest its properties either for strategic repositioning or to increase liquidity, there can be no assurances that Kojamo will be able to carry out such divestments in a profitable manner or that such divestments will be possible at all, if the market functions inadequately or is illiquid. Moreover, some of Kojamo’s residential properties are subject to restrictions resulting from arava³ and/or interest subsidy legislation, regarding sales prices or to whom properties can be sold, which may restrict the profitability of any divestments of such properties. Further, hidden or other defects that are detected later on may cause liabilities to Kojamo.

While divestments do not represent a major part of Kojamo’s results of operations, any unsuccessful divestments of properties or liabilities caused to Kojamo from defects in disposed properties could have an adverse effect on Kojamo’s business, financial condition, results of operations and future prospects.

Many factors, such as variations in supply and demand, can lead to unfavourable development of the housing market, which could decrease Kojamo’s rental income and have a negative impact on the value of Kojamo’s property portfolio.

The success of Kojamo’s business model depends, in part, on favourable conditions in its target rental markets, being the Finnish Growth Centres. Kojamo’s rents have recently developed positively for Kojamo and its financial occupancy rate stood at 92.0 and 93.0 per cent. during the financial periods ended 31 December 2022 and 31 December 2023, respectively. Whilst the demand for rental housing is, in the long-term, expected to increase in

³ The Arava Restrictions Act (1190/1993, as amended) includes provisions on the use and assignment of arava rental apartments and buildings and the redemption of arava rental apartments. Arava rental apartments and buildings are financed with loans pursuant to the Arava Act (1189/1993, as amended) (the Arava Act) and certain preceding acts. Pursuant to the Arava Act, state-subsidised housing loans are granted out of the funds of the Housing Fund of Finland to build, purchase and renovate owner-occupied, rental and right-of-occupancy apartments. New arava loans have not been granted after 2007, however, the legislation regarding the arava loans granted prior to this is still in force.

the Finnish Growth Centres driven by the expected continued urbanisation trend, there has recently been an oversupply of rental housing in large cities in Finland due to the high levels of construction during the low interest rate period. Further, the strengthening of the economy and employment rates and conditions, as well as other factors such as an increase in the disposable income of existing or current tenants and popularity of owner-occupied housing, may contribute to rental housing becoming less popular. A softening of the rental market and difficulties in renting apartments in Kojamo's target regions could reduce Kojamo's rental income and profitability and have a downward pressure on rents.

The housing market is sensitive to fluctuations in supply and demand. The relative demand for owner-occupied housing, on the one hand, and rental apartments, on the other, is affected by a number of factors including events related to governmental and municipal policies, interest rates, economic growth, the rate of inflation, the availability of credit and taxation policies. Furthermore, the balance of the supply and demand of the apartments may develop differently in different regions, since new construction, supply and demand of the apartments and other factors may materially affect the values of owner-occupied housing and rental housing in different regions regardless of the overall development of the Finnish housing market. Regional development can even be contrary to the overall development in Finland.

If the supply does not meet, for example, the excess demand of apartments in a particular region, this could lead to higher property prices in that region and adversely affect Kojamo's ability to find suitable properties to acquire in accordance with its growth strategy with attractive terms. Alternatively, any decrease in the prices of properties due to excess supply and insufficient demand of apartments or other factors is likely to have a negative impact on the fair value of Kojamo's property portfolio and adversely affect the growth of Kojamo's business. This in turn could shift housing trends more from rental housing towards owner-occupied housing.

The materialisation of any of the above risks could have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

Counterparty risk, if it materialises, could have a material adverse effect on Kojamo's business.

Kojamo relies on long-term contracts with its key partners and suppliers to carry out certain services and tasks relating to, among other things, real estate development and construction, maintenance and cleaning as well as repair and modernisation work of residential properties. By relying on partners and suppliers, Kojamo is exposed to counterparty risks relating primarily to ability of its key partners and suppliers to meet their contractual obligations. For example, Kojamo may not be able to enter into agreements with its partners and suppliers on acceptable terms or the quality of the work carried out by the partners and suppliers may be inadequate and may result in defects despite Kojamo's efforts to ensure quality. Kojamo strives to mitigate risks related to external partners and suppliers by continuously monitoring the performance of its key partners and suppliers and by seeking to avoid dependence on individual service providers to secure the continuity of services provided by partners and suppliers by regularly identifying more than one eligible service provider for each outsourced task. These risks may affect Kojamo's ability to provide services to its tenants, conclude its projects on time and within budget and result in additional costs for Kojamo and thereby, have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

Further, macroeconomic conditions and many other factors could have an adverse effect, directly or indirectly, on the business, economic condition and prospects of Kojamo's counterparties and in particular prospective purchasers of its residential properties held for sale. Kojamo aims to mitigate the counterparty risk by continually monitoring the risks related to creditworthiness and non-performance. The insolvency of business partners, such as construction partners could result in disruptions to construction or renovation work to be performed on Kojamo's property or to services that are essential for Kojamo's operations. The insolvency or business failure of a construction partner, financial institution or other significant contractual party could have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

Property valuation is to a certain extent subjective and inaccurate.

Kojamo's residential properties are internally valued at the end of each financial quarter, based on methods which Kojamo's management believes to be generally accepted and generally used in the residential sector internationally. The value of Kojamo's residential properties in Kojamo's historical financial information

presented in this Base Prospectus for the financial years ended 31 December 2023 and 31 December 2022 are determined based on internal valuation.

Kojamo uses the yield value method (income method) and the balance sheet value method (acquisition cost method) in the valuation of its residential properties. However, the fair values of most of Kojamo's residential properties are based on yield value which requires significant management discretion and use of assumptions. Valuation assumptions used by Kojamo may prove to be inaccurate, and adverse market changes since the date when such assumptions were made may result in significant reductions in the value of Kojamo's residential properties. It is also possible that Kojamo will not be able to generate rental income from residential properties in amounts that correspond to any assumption underlying the valuation. Jones Lang LaSalle Finland Oy (JLL), as Kojamo's external valuer reviews Kojamo's yield method valuation and issues a statement on the applicability of Kojamo's valuation method and model for each financial quarter. Regardless of this, the valuation of Kojamo's residential properties is subjective and, thus, subject to uncertainty.

There can be no assurances that any historical or future valuations accurately reflect the market value of Kojamo's residential properties as at valuation date. Further, the valuations as at any specific valuation date are not meant to represent any future value of Kojamo's residential properties but instead only the value on the respective valuation date. Any property valuations may exceed the transaction prices that Kojamo will be able to generate from the sale of the residential properties. Incorrect assumptions or flawed assessments underlying the valuations, or materialisation of any of the above risks could result in incorrect or overestimated value of Kojamo's property portfolio, and as a result Kojamo would be required to recognise the negative change in value as a loss resulting from the fair value adjustment of investment properties for the relevant accounting period. If such losses are significant, this could have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects. Further, a negative change in value could lead to a situation where Kojamo's Loan to Value exceeds its target level of below 50 per cent., which could reflect negatively on Kojamo's financial condition and reputation among investors. The materialisation of any of these risks could have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

For more information on Kojamo's property portfolio valuation, see section "*Information about the Issuer—Kojamo's Property Portfolio—Property Portfolio Valuation*".

Failure of the Lumo housing concept and related complimentary services to gain strategic advantages and stay ahead of competition could weaken Kojamo's competitive position.

The Lumo brand and its housing services strive to differentiate themselves from other rental apartment offerings in the market, among other things, through the accessibility of its services, the quality of its online services and most importantly, the Lumo webstore. To achieve such recognition, Kojamo has adopted a wide range of service concepts, such as car sharing, parcel service and the My Lumo application, which are related to the rental business, but not necessarily an instrumental part of it. Kojamo believes that these supplementary services and the Lumo webstore are important strategic assets. However, some of these service concepts are novel and therefore Kojamo has not yet been able to monitor their functionality and ability to add value in the long term. Accordingly, there can be no assurances that such supplementary services and the Lumo concept or potential new innovations will at all times and in all Lumo apartments help increase rental income and brand recognition at all or enough to cover the costs of initiating, maintaining and developing such services. For more information on Kojamo's Lumo concept and related services, see section "*Information about the Issuer—Business Overview—Kojamo's Service Concepts*".

In addition, unexpected or gradual changes in technology, operating models and service concepts could enable rental apartment services to be provided in novel ways that Kojamo has not identified. If competitors react more quickly and efficiently than Kojamo to new or altered opportunities, technologies, standards and consumer preferences by, for example, adopting new, more efficient and positively received operating models and service concepts, this could adversely affect Kojamo's competitive position. In such circumstances there can be no assurances that Kojamo and its Lumo brand will be able to successfully compete with such new operating models and service concepts either in the short or long term. Difficulties in refining supplementary services and making them profitable as well as difficulties in adapting to changes in the industry may have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

Kojamo's business can be adversely affected by a weakening of the value, reputation and recognition of its Lumo brand.

The value of the Lumo brand may affect Kojamo's business as the Lumo brand holds a great significance in respect of Kojamo's business operations and the implementation of its strategies. The Lumo brand is also important in attracting new tenants.

The maintenance and positioning of the Lumo brand are highly dependent on the success of marketing and promotional activities and on Kojamo's ability to provide uniformly high-quality rental apartments. Failure to achieve success in this regard, and failure to implement measures and policies related to corporate social responsibility or the impairment of Kojamo's corporate image or reputation due to negative publicity or bad customer experience relating to for example health and safety problems caused by errors in Kojamo's property management or repair and construction work conducted by third-party construction companies, delays and other problems with Kojamo's properties or services could have an adverse effect on the Lumo brand and its development. Should the Lumo brand lose value, regaining any lost brand value might prove impossible or give rise to significant costs. This, in turn, could have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

The rental housing business is highly competitive and its competitive field fragmented.

Rental housing is a highly competitive business in Finland, and in addition its competitive field is fragmented. Kojamo's main competitors in this sector are private individuals, municipalities, parishes, foundations and real estate investors. Although the competitive field has historically been fragmented, Kojamo's competitors may consolidate, establish consortiums or aim to expand their operations in the future, which may increase competition in Finland.

The competition for attractive plots is typically intense, particularly in the Finnish Growth Centres. However, according to Kojamo's experience, the competition for attractive plots has decreased from the end of 2023 onwards due to current market conditions. The competition for tenants of good financial standing however remains intense, particularly in regions where the supply is wider and potential tenants have more options to choose from. Continued over-supply of rental housing could lead to intensifying competition for tenants and, therefore, put more pressure on attracting suitable tenants at lower rent levels than would otherwise be necessary.

Intensifying competition could have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

Kojamo's acquisitions and development projects involve risks such as delays, unexpected costs or hidden defects.

Kojamo's completed and potential future residential property acquisitions as well as investments in real estate development projects involve considerable risks relating to potential incorrect profitability assessments, delays, unexpected costs, hidden defects and unfavourable development of the locations of acquired or constructed properties.

Kojamo makes acquisitions and development project plans using business plans that are based on assumptions regarding various factors such as rental income, growth potential, maintenance and repair costs, integration costs, modernisation investments, value development, economies of scale and cost savings as well as transaction costs. However, these and other assumptions underlying Kojamo's strategy and related acquisitions and development projects may not be met, or they may be met only in part or later than expected. If Kojamo's assumptions prove to be too optimistic, Kojamo's acquisitions and development projects could become more expensive than planned and not be as profitable as Kojamo has expected, which could have a material adverse effect on Kojamo's cash flows and profitability.

In development projects, Kojamo also faces the risk of delays, additional costs and structural defects and other risks that may cause adverse consequences. Kojamo's land use and plot transfer agreements are subject to timing provisions for development project related construction, sanctioned with delay penalties. In the event that Kojamo's current or future development project related construction work is delayed for any reason from the

timing provisions set in the land use and plot transfer agreements, it is possible that Kojamo will be liable to pay delay penalties in accordance with the land use and plot transfer agreements. In addition, if delays become apparent only at the end of the development project at a time when lease agreements have already been concluded with future tenants, Kojamo may be liable to arrange or compensate the costs of temporary housing for affected tenants. In addition, actual or alleged hidden defects may result in complaints and repair costs after tenants have moved in, and such defects may cause reputational harm to Kojamo.

While considering property transactions, Kojamo seeks to conduct thorough due diligence with respect to the structural condition and, to the extent necessary, the existence of harmful environmental impacts of any residential properties before concluding transactions. However, damage or quality defects may remain undiscovered or the scope of such problems may not be fully apparent in the course of the due diligence investigation. Defects may also become apparent only at a later point in time. Further, Kojamo may in some cases only have the opportunity to conduct limited due diligence. While sellers typically give various warranties in acquisition agreements, it is possible that these warranties will not cover all risks sufficiently, for example relating to liability for hidden defects. Warranties given by sellers may also be unenforceable due to the sellers' insolvency or otherwise. Accordingly, Kojamo may not be able to recover costs arising from hidden and undetected defects from the sellers. Additionally, Kojamo may be exposed to unexpected problems or unrecognised risks that may not be covered in acquisition contracts, such as delays in the implementation of maintenance, repair or modernisation measures in connection with acquired residential properties, which may result in any problems getting bigger or the condition of rental apartments deteriorating more or faster than expected. As a result, the repair costs may increase and the repairs may take more time during which Kojamo may not be able to collect rents in full or at all.

Acquisitions and development projects may lead to higher leverage and interest costs for Kojamo. Anticipated economies of scale and cost savings may not be realised in whole or in part or may occur later than anticipated. This may result in higher administrative costs than planned. There can also be no assurances that the systems, operations or controls required to support the expansion of Kojamo's business are sufficient and they may require continued development.

Factors that may negatively impact the value of newly acquired residential properties include deterioration of the macroeconomic conditions in Kojamo's strategic growth regions or in the wider economy, an unfavourable market trend for the sale of residential units, higher than anticipated maintenance requirements and difficulties in increasing rents and maintaining a high financial occupancy rate. These or other factors may adversely impact the valuation of newly acquired residential properties and/or lead to a decrease in rental income or proceeds from disposals, which may adversely affect Kojamo's results of operations following the acquisition of newly acquired residential properties.

There can be no assurances that Kojamo's past or future residential property acquisitions and real estate development projects are successful. A failure of Kojamo's acquisitions or development projects to achieve the desired results could have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

Contamination and other environmental damage in Kojamo's properties can lead to costly environmental liabilities, reduce the value of such properties and delay development projects on such properties.

In respect of its properties, Kojamo must comply with regulations related to, for example, the environment, health and safety. For example, soil contamination can cause substantial delays and clean-up can result in significant costs. Kojamo aims to always have in place contractual protection regarding acquired or developed properties. The main principle of the allocation of environmental liability in Finland is that the entity having caused environmental damage, deterioration or other hazardous cause (and not the owner) is liable for such damage. However, if Kojamo's contractual protections in its acquisition or property development contracts prove to be inadequate in some situations, such inadequacy may expose Kojamo to direct or indirect environmental liability or increased acquisition or development costs. Any such event or material decrease in the value of the properties not known or not recognisable at the time of the purchase or occurring at a later date could have a material adverse effect on Kojamo.

In addition, the time for the removal or clean-up of any contamination may delay Kojamo's development projects and business operations. Further, there can be no assurances that the costs of clean-up can always be recovered from the entity that caused the contamination. Moreover, failure to comply with environmental regulations, or the

need to comply with new, stricter environmental regulations that may be introduced, could lead to higher costs or hinder the development of Kojamo's operations. While Kojamo has not faced any significant environmental liabilities in the past, there can be no assurances that Kojamo could not become liable for material environmental damage or other environmental liabilities in the future. The materialisation of any of the above risks could have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

Security breaches and other disruptions could compromise Kojamo's information and functions and expose it to liability, which would adversely affect its business and reputation.

In the ordinary course of business, Kojamo acquires and stores sensitive data, including Kojamo's proprietary business information and personally identifiable information of Kojamo's prospective, previous and current tenants, employees and third-party service providers. This information is acquired and stored in Kojamo's offices and information systems and on the third-party service provider's networks that Kojamo uses.

The secure processing and maintenance of the sensitive information and important information technology systems is critical to Kojamo's operations and business strategy. To mitigate risks relating to security breaches, Kojamo conducts regular privacy impact assessments for key applications and Kojamo has also implemented information security practices as well as technical, physical and administrative controls. Despite these security measures, Kojamo's as well as any third-party service providers' information technology and infrastructure may be vulnerable to attacks by hackers or breached due to employee error, malfeasance or other disruptions, and this may have been further heightened due to, for example, Russia's ongoing war of aggression in Ukraine and Finland's recent NATO membership. Any such breach could compromise Kojamo's networks and the information stored there could be accessed, publicly disclosed, lost or stolen. Any such access, disclosure or other loss of information could result in legal claims or proceedings, liability under laws that protect the privacy of personal information, regulatory penalties, disruption to Kojamo's operations and the services Kojamo provides to customers or damage Kojamo's reputation, which could have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

Kojamo may be subject to losses that are either uninsurable, not economically insurable or that are in excess of its insurance coverage.

Kojamo's properties may be damaged by adverse weather conditions and natural disasters such as wind, floods, snow and fires. Damage caused to Kojamo's properties by such adverse weather conditions and natural disasters may require extensive unpredicted repair work that may be costly and time-consuming. In addition, Kojamo may be exposed to personal liability for accidents that occur on Kojamo's properties. All the properties owned by Kojamo are covered by full value insurance (including among other things coverage of lost rent for a maximum of one year). However, such insurance does not cover indirect damage and may not be adequate to cover all damages or losses from adverse events, or it may not be cost-effective to purchase insurance for certain types of losses. As a result, Kojamo may be required to incur significant costs in the event of adverse weather conditions and natural disasters or events which result in environmental or personal liability. Kojamo may not carry or may discontinue certain types of insurance coverage on some or all of Kojamo's properties in the future if the cost of premiums for any of these policies in Kojamo's judgment exceeds the value of the coverage discounted for the risk of loss. If Kojamo experiences losses that are uninsured or exceed policy limits, Kojamo could incur significant uninsured costs or liabilities, lose the capital invested in the properties and/or lose the anticipated future cash flows from those properties. In addition, Kojamo's environmental, personal or other liability may result in losses substantially in excess of the value of the related property. The materialisation of any of the above risks could have a material adverse effect on Kojamo's financial condition, results of operations and future prospects.

System malfunctions in Kojamo's operations may decrease the efficiency and/or profitability of its operations.

A large proportion of Kojamo's operations is dependent on information technology systems, ability to operate such information technology systems efficiently and to operate and introduce new technologies, systems as well as safety and back-up systems. Such information systems include the Lumo webstore, telecommunication systems as well as software applications which Kojamo uses to manage lease agreements, control business operations, manage its property portfolio, prepare operating and financial reports and execute treasury operations. Further, the increasing use of home and property automation (where certain functions, such as heating systems, can be automated or remote-controlled) relies on the proper and continuous operation of the information systems enabling the functionality, the failure of which could result in tenant complaints or dissatisfaction. To mitigate the risks in

relation to system malfunctions, Kojamo maintains guidelines and practices concerning, among other things, planning and management of key systems, information management, data centre operations and contingency planning measures. However, the operation of Kojamo's information systems may be interrupted because of, among other things, power cuts, computer or telecommunication malfunctions, computer viruses, defaults by IT suppliers, crime targeted at information systems or major disasters, such as fires, as well as user errors committed by Kojamo's own staff. Material interruptions or serious malfunctions in the operation of the information systems, including the Lumo webstore, may hinder the conclusion of new lease agreements and otherwise impair and weaken Kojamo's business, financial condition and results of operations.

Kojamo may also face difficulties when developing new systems and maintaining or updating current systems in order to maintain its competitiveness. In particular, severe malfunctions in its IT systems could delay Kojamo in issuing rental invoices to its customers and prevent Kojamo from renting available apartments.

The materialisation of any of the above risks could have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

Legal, Regulatory and Compliance risks

Changes in legislation and underlying political environment could adversely affect the value of Kojamo's residential property or revenue, increase costs and/or slow or halt real estate development.

Kojamo's operations are subject to various laws and regulations covering areas such as urban planning, construction and operating permits, residential leases, health, safety, environmental, competition and labour as well as corporate, accounting and tax laws.

In particular, urban planning and zoning matters may affect Kojamo's ability to acquire and use plots, and zoning decisions may affect the attractiveness of areas where Kojamo has residential properties. Zoning procedures relating to a location where Kojamo already has or may acquire or develop residential properties are largely outside of Kojamo's control and may create delays and uncertainty with respect to development projects. Further, Kojamo is subject to legislation on residential leases, and if such legislation were amended to introduce rent controls, change the landlord's ability to end tenancies or introduce other adverse amendments, this could make it more difficult for Kojamo to increase rents or end unprofitable or undesirable tenancies. Moreover, changes to the housing allowance and income support systems and related legislation may negatively affect the income levels of some of Kojamo's tenants, who may as a result seek rental apartments with lower rent levels.

Further, tax laws and regulations (including, for example, regulations impacting property values and tax deductibility of interest in connection with property acquisitions and developments) or their interpretation and application practices may be subject to change. Even though Kojamo believes that it complies with the applicable tax legislation and requirements in the payment, collection, settling and reporting of taxes, there can be no assurances that all tax risks can be recognised and avoided. As Kojamo's tax burden is dependent on tax laws and regulation and their interpretation and application, any changes in Kojamo's taxation treatment could have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

Changes in the laws and regulations applicable to or affecting Kojamo or their interpretations could require Kojamo to adapt its business operations or strategy, which could potentially have a negative impact on the value of its investment properties or revenue, increase its expenses, and/or slow or halt the development of certain of its properties. In particular, requirements for energy-efficiency have become more stringent in recent years, which has resulted in, among other things, increased costs relating to maintenance and repair costs and construction prices generally. Changes in laws and regulations are often ultimately related to the political environment, and therefore changes in the political environment may initiate or accelerate changes in laws and regulations. The materialisation of any of these risks could have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

Kojamo may fail to comply with data protection and privacy laws.

Kojamo handles a large amount of personal data of its current and prospective tenants including, inter alia, detailed information on individuals' finances. Therefore, Kojamo's operations are subject to a number of laws relating to

data protection and privacy, including the EU General Data Protection Regulation ((EU) 679/2016, the **GDPR**), as well as other Finnish data protection laws (for example, related to processing of credit information). The requirements of these laws affect Kojamo's ability to collect and process personal data in a way that is of commercial use to Kojamo in its tenant selection.

While Kojamo strives to comply with all applicable laws and regulations relating to privacy and data protection, it is possible that such requirements may be interpreted and applied by Kojamo in a manner that is inconsistent or may conflict with the interpretations of the EU or the Finnish authorities. In addition, non-compliance or data breaches may result in fines, damages, orders to stop processing information as well as damage to Kojamo's reputation, and otherwise have a negative impact on Kojamo's business. Any failure to comply with the data protection laws could have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

Legal or regulatory proceedings or claims could have a material adverse effect on Kojamo.

In the normal course of its business operations, Kojamo could be involved in legal proceedings relating, for example, to alleged breaches of contracts by Kojamo and employer's liabilities and be subject to tax and administrative audits. Real estate transactions involve a customary risk that one of the parties to the transaction is dissatisfied with the final outcome of the deal, for example, as regards the transaction price or the condition of the premises and initiates a legal proceeding against the other party.

During the 12 months preceding the date of this Base Prospectus, Kojamo has not been involved in any administrative proceedings, lawsuits or arbitration proceedings (including any such proceedings which are pending or threatened of which Kojamo is aware), which may have, or which in the recent past have had, a significant impact on the Group's financial position or profitability. However, there can be no assurances that Kojamo will not become involved in the future in any legal, administrative or arbitration proceedings that could have a significant effect on the Group's financial position or profitability. At the date of this Base Prospectus, Kojamo has a limited number of individual disputes pending which Kojamo considers to be of negligible value.

Legal, administrative or arbitration proceedings may become expensive and time-consuming and create negative publicity for Kojamo. Any legal or regulatory proceedings or claims against Kojamo could have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

Risks Relating to Financing

Kojamo may not be able to obtain new financing or refinance its existing debt at competitive terms or at all and its costs of financing may increase.

There can be no assurances that Kojamo will be able to secure sufficient financing in a timely manner and with favourable terms (or at all) in order to maintain its liquidity and finance its operations and investments. Any uncertainty in the financial markets, increases in interest rates or tightening bank regulation could mean that the price of financing needed to carry out Kojamo's business will increase and that such financing may be less readily available. Uncertainty in the financial markets and increases in interest rates could also lead to the downgrading of Kojamo's credit rating, which could further complicate access to required financing and significantly increase the cost of such financing, as well as weaken Kojamo's key financial figures.

Kojamo's management continuously assesses and monitors Kojamo's funding position and has taken various measures, such as diversifying Kojamo's funding base and actively managing its interest rate risk, to minimise the uncertainty which changes in financial markets cause to its financial performance. However, adverse pricing or any failure to arrange sufficient financing either on the basis of cash flow from operations or debt or equity financing may result in poor liquidity and prevent the implementation of Kojamo's growth strategy. For more information on Kojamo's strategy, see the risk factor "*—Risks Related to Kojamo's Business Operations—Kojamo may not necessarily be able to identify or acquire properties suitable for its property portfolio or otherwise implement its business strategy as planned*".

Further, Kojamo has five outstanding bonds issued between 2017 and 2024⁴. All the bonds are unsecured and include certain customary covenants that may, in some cases, limit Kojamo's ability to incur additional debt. For more information on the issued bonds, see section "*Information about the Issuer—Financing and Capital Structure—Bonds*".

The level of Kojamo's leverage may also affect its ability to refinance its existing debt, which in turn could also affect the competitiveness of Kojamo and limit its ability to obtain new financing and to react to market conditions and to take advantage of opportunities to acquire properties at favourable terms. Kojamo's target equity ratio is over 40 per cent. calculated on the basis of the fair value of its properties. As at 31 December 2023, Kojamo's equity ratio was 44.5 per cent. Kojamo's management considers Kojamo's financial situation to be good and that Kojamo currently satisfies its target equity ratio referred to above. Despite this, Kojamo may yet have difficulties in securing new debt financing, refinancing existing debt and fulfilling its target for equity ratio in the future. The inability to refinance the existing debt or raise new debt at corresponding, or more favourable, terms could have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

Kojamo's substantial debt could limit its flexibility and adversely affect its business.

Kojamo has a substantial amount of debt and significant debt service obligations. As at 31 December 2023, the total amount of Kojamo's interest-bearing liabilities was EUR 3,600.4 million. In addition to potentially limiting Kojamo's ability to access new financing or increasing the costs of such financing, Kojamo's substantial debt could have other adverse consequences on its business and operations, including:

- making it difficult for Kojamo to satisfy its obligations with respect to debt and liabilities;
- requiring Kojamo to dedicate a substantial portion of its cash flow from operations to making payments on debt, thereby limiting the availability of funds for investment capital expenditures, business opportunities and other general corporate purposes;
- increasing Kojamo's vulnerability to a downturn in its business or adverse general economic or industry conditions;
- limiting Kojamo's flexibility to react to changes in its business or industry; and
- placing Kojamo at a competitive disadvantage compared to those of its competitors that have less debt.

Furthermore, if Kojamo's future cash flows from operations as well as new debt or new equity financing are insufficient to pay its debt obligations as they mature or to fund its liquidity needs, Kojamo may be forced to reduce or delay its capital expenditure plans, sell assets, obtain additional debt or equity capital, or restructure or refinance all or a portion of its debt on or before maturity. There can be no assurances that Kojamo would be able to accomplish any of these alternatives on a timely manner or on satisfactory terms, if at all. In such an event, Kojamo may not have sufficient assets to repay all of its debt, which could result in acceleration of outstanding indebtedness and insolvency and in turn have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

Fluctuations in interest rates may decrease the value of Kojamo's properties and increase the cost of financing and thereby adversely affect Kojamo's business.

As at 31 December 2023, Kojamo's interest-bearing debt⁵ was EUR 3,521.8 million, of which EUR 1,450.3 million was floating-rate loans. Interest rate fluctuations affect Kojamo's profit through changes in interest expenses and through the market values of interest rate hedging. Kojamo hedges its interest rate risk with interest rate derivatives and fixed-rate loans in accordance with Kojamo's treasury policy. According to the treasury policy, the targeted hedging ratio is between 50 to 100 per cent. and, as at 31 December 2023, the hedging ratio was 93 per cent.

⁴ In January 2024, Kojamo issued EUR 200 million unsecured green notes under the Programme in a private placement transaction that have been consolidated and form a single series with the Notes issued by Kojamo on 2 March 2024 and maturing on 28 May 2029.

⁵ Interest-bearing debt = Interest-bearing liabilities - Lease liabilities.

Despite the high hedging level, Kojamo's positions may not be completely hedged at all times. Further, fluctuations in interest rates may affect the rental apartment business and the valuation of properties (see "*Risks Relating to Macroeconomic Conditions — Interest rates remaining high or increasing further may lead to a decrease in the valuation of Kojamo's property portfolio, which could have an adverse effect on the fair value of Kojamo's investment properties, financial condition and results of operations*") as well as Kojamo's profitability if it is unable to increase its rents to balance out the effects of increases in interest rates. In addition, an increase in the interest rates could have a material adverse effect on the cost of financing and Kojamo's current financing expenses. Although Kojamo seeks to carefully monitor the development of interest rates and seeks to actively manage its interest rate risk, there can be no assurances that Kojamo will manage its interest rate risk properly. Materialisation of any of the above risks could have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

Kojamo's historical financial data is not necessarily predictive of Kojamo's future financial performance.

The financial information provided for and discussed in this Base Prospectus and the financial statements of Kojamo incorporated by reference into this Base Prospectus relate to the past performance of Kojamo. In addition, Kojamo's revenues and earnings may fluctuate in the future owing to, among other things, changes in general economic conditions in Finland, changes in interest rates, changes in demographic trends, tenant selection, the success of property acquisitions and the level of repair and modernisation investments at Kojamo. As a result, the historical earnings, historical dividends and other historical financial data of Kojamo are not necessarily predictive of Kojamo's future earnings or other key financial figures.

The Issuer is a holding company and thereby dependent on the profitability and cash flows of its subsidiaries as well as distribution of dividends and other payments from them.

The Issuer is a holding company. Its material assets are its shareholdings in its subsidiaries and material amounts of Kojamo's debt are the obligations of the Issuer's subsidiaries. Other than the receivables under intercompany loans and any other proceeds from loans made in connection with other financing transactions, the Issuer largely depends on distribution of dividends and other payments from its subsidiaries and is dependent on the profitability and cash flows of its subsidiaries. As such, a weakening of the subsidiaries' results of operations and financial position may have a material adverse effect on the Issuer's business, financial condition, results of operations and future prospects.

Kojamo is dependent on its current long-term credit rating to pursue its financing strategy.

Kojamo intends to raise additional debt from the capital markets in the future. Currently, Kojamo has a long-term issuer credit rating of "Baa2". As of 23 March 2023, Moody's changed Kojamo's outlook from stable to negative. On 14 December 2023, Moody's affirmed Kojamo's Baa2 rating and maintained the negative outlook.

If Kojamo's long-term credit rating were to be downgraded or withdrawn, future issuances of unsecured bonds and notes may become significantly more expensive or may not be possible in the targeted amounts and it could also increase the cost of current financing. Moody's could downgrade Kojamo's long-term issuer credit rating if, for example, Kojamo's effective leverage (adjusted total debt divided by total assets) or fixed charge cover ratios were to exceed certain levels, both on a sustainable basis. If any of the risks described above were to materialise, it would be more difficult for Kojamo to pursue its current financing strategy, which could have a material adverse effect on Kojamo's business, financial condition, results of operations and future prospects.

FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH NOTES ISSUED UNDER THE PROGRAMME

Risks Relating to the Structure of a Particular Issue of Notes

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

If the Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return.

An optional redemption feature is likely to limit the market value of Notes. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

If the Notes include a feature to convert the interest basis from a fixed rate to a floating rate, or vice versa, this may affect the secondary market and the market value of the Notes concerned.

Fixed/Floating Rate Notes are Notes which bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature to convert the interest basis, and any conversion of the interest basis may affect the secondary market in, and the market value of, such Notes as the change of interest basis may result in a lower interest return for Noteholders. Where the Notes convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on those Notes and could affect the market value of an investment in the relevant Notes.

Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates.

The market value of any specific Series of Notes issued at a substantial discount (such as Zero Coupon Notes) or premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for more conventional interest-bearing securities. Usually, the longer the remaining term of such securities, the greater the price volatility as compared to more conventional interest-bearing securities with comparable maturities. Any such price volatility may have an adverse effect on the market value of any specific Series of Notes issued at a substantial discount or premium to their nominal amount.

The regulation and reform of “benchmarks” may adversely affect the value of Notes linked to or referencing such “benchmarks”.

Interest rates and indices which are deemed to be “benchmarks” (including the Euro Interbank Offered Rate (**EURIBOR**), the Copenhagen Interbank Offered Rate (**CIBOR**), the Stockholm Interbank Offered Rate (**STIBOR**) and the Norwegian Interbank Offered Rate (**NIBOR**)) are the subject of 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 any Notes referencing such a benchmark.

The EU Benchmarks Regulation applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. Among other things, it (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). Regulation (EU) 2016/1011 as it forms part of domestic law by virtue of the EUWA (the **UK Benchmarks Regulation**) among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the Financial Conduct Authority (the **FCA**) or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, could have a material impact on any Notes linked to or referencing a benchmark in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable. 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.

The euro risk free-rate working group for the euro area has published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, amongst other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system. On 11 May 2021, the euro risk-free rate working group published its recommendations on EURIBOR fallback trigger events and fallback rates.

It is not possible to predict with certainty whether, and to what extent, other benchmarks (including CIBOR, STIBOR and NIBOR) will continue to be supported going forwards. This may cause such benchmarks to perform differently than they have done in the past and may have other consequences which cannot be predicted.

Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark. See also “*Benchmark discontinuation fallbacks*” below.

Benchmark discontinuation fallbacks

Condition 5.2(f) provides for certain fallback arrangements in the event that a Benchmark Event (as defined in the Terms and Conditions) occurs in respect of an Original Reference Rate or other relevant reference rate and/or any page on which an Original Reference Rate may be published, (or any successor service) becomes unavailable or the Issuer (in consultation with the party responsible for determining the Rate of Interest) determines that a Benchmark Event (as defined in the Terms and Conditions of the Notes) otherwise occurs. Such fallback arrangements include the possibility that the Rate of Interest could be set by reference to a Successor Rate or an Alternative Rate (each as defined in the Terms and Conditions) with the application of an Adjustment Spread (which could be positive, negative or zero), and may include amendments to the Terms and Conditions of the Notes to ensure the proper operation of the successor or alternative benchmark, all as determined by the Issuer (acting in good faith and in consultation with an Independent Adviser) and as more fully described at Condition 5.2(f). The use of a Successor Rate or Alternative Rate (with the application of an Adjustment Spread) will still result in any Notes linked to or referencing an Original Reference Rate (as defined in the Terms and Conditions of the Notes) performing differently (which may include payment of a lower Rate of Interest) than they would if the Original Reference Rate were to continue to apply in its current form.

There is also a risk that the relevant fallback provisions may not operate as expected or intended at the relevant time. No consent or approval of the Noteholders or Couponholders shall be required in connection with effecting any relevant adjustments and/or amendments to the Terms and Conditions of the Notes, the Agency Agreement and the Trust Deed.

If, following the occurrence of a Benchmark Event, the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser is unable to or does not determine a Successor Rate or Alternative Rate or (in either case) an applicable Adjustment Spread (each as defined in the Terms and Conditions of the Notes), the ultimate fallback for the purposes of calculation of the Rate of Interest for a particular Interest Period may result in the Rate of Interest for the last preceding Interest Period being used (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applies to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period). This

may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page. Due to the uncertainty concerning the availability of Successor Rates and Alternative Rates, the involvement of an Independent Adviser and the potential for further regulatory developments, there is a risk that the relevant fallback provisions may not operate as intended at the relevant time.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, or any of the international or national reforms and the possible application of the benchmark replacement provisions of Notes in making any investment decision with respect to any Notes referencing a benchmark.

Risks Relating to the Notes Generally

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

Notes issued as Green Bonds with a specific use of proceeds may not meet investor expectations or requirements

The Final Terms relating to any specific Tranche of Notes may provide that it will be the Issuer's intention to apply an amount equal to the net proceeds from an offer of those Notes specifically for Green Projects (as more specifically defined under "Use of Proceeds"). Prospective investors should have regard to the information in the relevant Final Terms regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Notes together with any other investigation such investor deems necessary.

In particular no assurance is given by the Issuer, the Trustee, the Arranger or any Dealer or any other person that the use of such proceeds for any Green Projects 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 or sustainability impact of any projects or uses, the subject of or related to, any green, social or sustainability framework prepared by the Issuer. Neither the Trustee, the Arranger nor any Dealer shall be responsible for the ongoing monitoring of the use of proceeds in respect of any such Notes.

Furthermore, it should be noted that the definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes or may be classified as, a "green" or "sustainable" or an equivalently-labelled project or investment that may finance such project is evolving. On 10 May 2023, the Council of the European Union formally adopted the consolidated text of the Regulation of the European Parliament and of the Council on European Green Bonds (the **EU Green Bond Regulation**) which, among other things, established a voluntary label for European green bonds and lays down uniform requirements for issuers that wish to use the designation European green bond or 'EuGB' label and the conditions for external review of bonds using such label. It also creates an alternative voluntary approach to sustainability disclosures for bonds not using the label but marketed as environmentally sustainable or sustainability-linked bonds. The EU Green Bond Regulation is expected to become applicable in mid-2024 at the earliest. Thus, whilst progress is being made towards the development of a clear definition, consensus or label as to what constitutes "green", "sustainable" or other equivalently-labelled bond, there can be no assurance that any Green Bonds or any Green Projects will comply with such definition, market consensus or label.

In addition, no assurance can be given by the Issuer, the Trustee, the Arranger, any Dealer or any other person to investors that any Green Bonds will comply with any future standards or requirements regarding any "green", "sustainable", "social", "environmental", or similar performance objectives (including Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the so called EU Taxonomy) including the supplemental delegated regulations related thereto, or the EU Green Bond Regulation, Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector and any implementing legislation and guidelines, or any similar legislation in the UK and, accordingly, the status of any Notes as being "green", "social", "environmental", "sustainable" (or equivalent) could be withdrawn at any time. It is not clear if the establishment of the 'EuGB' label and the optional disclosures regime for bonds issued as "environmentally sustainable" under the EU Green Bond Regulation could have an impact on investor demand for, and pricing of, green use of proceeds bonds that do not comply with the requirements of the 'EuGB' label or the optional disclosures regime, such as the Green Bonds issued under this Programme. It could result in reduced liquidity or

lower demand or could otherwise affect the market price of any Green Bonds issued under this Programme that do not comply with those standards proposed under the EU Green Bond Regulation.

Any event or failure to apply an amount equal to the net proceeds of any issue of Notes for any Green Projects as aforesaid and/or withdrawal of any such opinion, report or certification (as discussed in the Risk Factor “—*No assurance of suitability or reliability of any Second Party Opinion or any other opinion, report or certification of any third party relating to any Green Bonds*” below) or any such opinion, report or certification attesting that the Issuer is not complying in whole or in part with any matters for which such opinion, report or certification is opining, reporting or certifying on and/or any such Notes no longer being listed or admitted to trading on any stock exchange or securities market as aforesaid may have a material adverse effect on the value of such Notes and also potentially the value of any other Notes which are intended to finance Green Projects and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

The Issuer does not undertake to ensure that there are at any time sufficient Green Projects to allow for allocation of a sum equal to the net proceeds of the issue of such Green Bonds in full.

Each prospective investor should have regard to the factors described in the Green Framework and the relevant information contained in this Base Prospectus and seek advice from their independent financial adviser or other professional adviser regarding its purchase of any Green Bonds before deciding to invest. The Green Framework may be subject to review and change and may be amended, updated, supplemented, replaced and/or withdrawn from time to time and any subsequent version(s) may differ from any description given in this Base Prospectus. The Green Framework does not form part of, nor is incorporated by reference in, this Base Prospectus.

No assurance of suitability or reliability of any Second Party Opinion or any other opinion, report or certification of any third party relating to any Green Bonds

The Second Party Opinion provides an opinion on certain environmental and related considerations is a statement of opinion, not a statement of fact. No assurance or representation is given by the Issuer, the Trustee, the Arranger, any Dealer or any other person as to the suitability or reliability for any purpose whatsoever of any opinion, report or certification of any third party (whether or not solicited by the Issuer) which may be made available in connection with the issue of any Notes and in particular with any Green Projects to fulfil any environmental, sustainability, social and/or other criteria.

For the avoidance of doubt, any such opinion, report or certification is not, nor shall be deemed to be, incorporated in and/or form part of this Base Prospectus. Any such opinion, report or certification is not intended to address any credit, market or other aspects of any investment in any Notes, including without limitation market price, marketability, investor preference or suitability of any security or any other factors that may affect the value of the Notes and is not, nor should be deemed to be, a recommendation by the Issuer, the Arranger or any of the Dealers or any other person to buy, sell or hold any such Notes. Any such opinion, report or certification is only current as of the date that such opinion, report or certification was initially issued. Prospective investors must determine for themselves the relevance of any such opinion, report or certification and/or the information contained therein and/or the provider of such opinion, report or certification for the purpose of any investment in such Notes. The criteria and/or considerations that formed the basis of the Second Party Opinion and any other such opinion, report or certification may change at any time and the Second Party Opinion may be amended, updated, supplemented, replaced and/or withdrawn. Any withdrawal of any such opinion, report or certification may have a material adverse effect on the value of any Green Bonds in respect of which such opinion, report or certification is given and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose. Currently, the providers of such opinions, reports and certifications are not subject to any specific regulatory or other regime or oversight. Investors in such Notes shall have no recourse against the Issuer, the Arranger or the Dealers or the provider of any such opinion, report or certification for its contents.

No assurance that Green Bonds will be admitted to trading on any dedicated “green”, “sustainable”, “social” (or similar) segment of any stock exchange or market, or that any admission obtained will be maintained

In the event that any such Notes are listed or admitted to trading on any dedicated “green”, “environmental”, “sustainable” or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer, the Trustee, the Arranger, any Dealer or any other

person that such listing or admission satisfies, 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 or uses, the subject of or related to, any Green Projects. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Issuer, the Arranger or any of the Dealers or any other person that any such listing or admission to trading will be obtained in respect of any such Notes or, if obtained, that any such listing or admission to trading will be maintained during the life of the Notes.

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

Green Bonds are not linked to the performance of the Green Projects, do not benefit from any arrangements to enhance the performance of the Notes or any contractual rights derived solely from the intended use of proceeds of such Notes

Whilst it is the intention of the Issuer to apply the proceeds of any Notes so specified for Green Projects in, or substantially in, the manner described in the relevant Final Terms, there can be no assurance that the relevant intended project(s) or use(s) the subject of, or related to, any Green Projects will be capable of being implemented in or substantially in such manner and/or in accordance with any timing schedule and that accordingly such proceeds will be totally disbursed for the specified Green Projects. Nor can there be any assurance that such Green Projects will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer. Any such event or failure by the Issuer will not constitute an Event of Default under the Notes or otherwise result in the Notes being redeemed prior to their maturity date.

The performance of any Green Bonds is not linked to the performance of the relevant Green Projects or the performance of the Issuer in respect of any environmental or similar targets. There will be no segregation of assets and liabilities in respect of any Green Bonds and the Green Projects. Consequently, neither payments of principal and/or interest on the Green Bonds nor any rights of Noteholders shall depend on the performance of the relevant Green Projects or the performance of the Issuer in respect of any such environmental or similar targets. Holders of any Green Bonds shall have no preferential rights or priority against the assets of any Green Projects nor benefit from any arrangements to enhance the performance of the Green Bonds.

The claims of holders of the Notes are structurally subordinated

As is usual for property companies, the Issuer's operations are principally conducted through subsidiaries. Accordingly, the Issuer is, and will be, dependent on its subsidiaries' operations to service its payment obligations in respect of the Notes. The Notes are structurally subordinated to the claims of all holders of debt securities and other creditors, including trade creditors, of the Issuer's subsidiaries, and structurally and/or effectively subordinated to the extent of the value of collateral to all the Issuer's and its subsidiaries' secured creditors. The Notes will not be guaranteed by any of the Issuer's subsidiaries or any other company or person. In the event of an insolvency, bankruptcy, liquidation, reorganisation, dissolution or winding up of the business of any of the Issuer's subsidiaries, unsecured creditors of such subsidiaries, secured creditors and obligations that may be preferred by provisions of law that are mandatory and of general application will generally have the right to be paid in full before any distribution is made to the Issuer. Should the Issuer fail to receive dividends or other payments from other members of the Group, it may affect the ability of the Issuer to fulfil its obligations under Notes issued under the Programme. As at 31 December 2023, the book value of interest-bearing liabilities of the Group was EUR 3,600.4 million of which EUR 720.9 million represents interest-bearing liabilities of the Issuer's subsidiaries which corresponds to 20.0 per cent. of the Group's total interest-bearing liabilities.

The Notes will be effectively subordinated to any of the Issuer's existing secured and future secured indebtedness

The Notes are unsecured obligations of the Issuer. The Trust Deed governing the Notes permits the Issuer and its subsidiaries to secure certain indebtedness and other obligations without rateably securing the Notes. The Notes are, therefore, effectively subordinated to the Issuer's existing secured indebtedness and future secured indebtedness. Accordingly, holders of the Issuer's secured indebtedness will have claims that are superior to the claims of Noteholders to the extent of the value of the assets securing such other indebtedness.

As at 31 December 2023, the outstanding secured interest-bearing indebtedness of the Issuer was EUR 435.8 million. For more information about the collateral granted by the Issuer in respect of the Issuer's indebtedness, see section "*Information about the Issuer – Financing and Capital Structure*".

In the event of a bankruptcy, liquidation or dissolution of the Issuer, the assets that serve as collateral for any secured indebtedness of the Issuer would be available to satisfy the obligations under the secured indebtedness before any payments are made on the Notes. Other than as set out in Condition 4.1 (*Negative Pledge*) and Condition 4.2 (*Financial Covenants*), the Terms and Conditions of the Notes do not prohibit the Issuer from incurring and securing future indebtedness. To the extent that the Issuer were to secure any of its future indebtedness, to the extent not required to secure the Notes, the Issuer's obligations, in respect of the Notes, would be effectively subordinated to such secured indebtedness to the extent of the value of the security securing such indebtedness.

Interests of the Issuer's shareholders may be inconsistent with those of the Noteholders

The interests of the Issuer's shareholders, in certain circumstances, may conflict with the interests of the Noteholders, particularly if the Issuer encounters financial difficulties or is unable to pay its debts when due. In addition, the Issuer's shareholders' interests may differ from the interests of the Noteholders, i.e., in pursuing acquisitions, divestitures, financings or other transactions that, in their judgment, could enhance their equity investments, even though such transactions might involve risks to the Noteholders.

The Terms and Conditions of the Notes contain provisions which may permit their modification without the consent of all investors and confer significant discretions on the Trustee which may be exercised without the consent of the Noteholders and without regard to the individual interests of particular Noteholders.

The Terms and Conditions of the Notes contain provisions for calling meetings of Noteholders to consider and vote upon matters affecting their interests generally, or to pass resolutions in writing or through the use of electronic consents. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting or, as the case may be, did not sign the written resolution or give their consent electronically, and including those Noteholders who voted in a manner contrary to the majority.

The Terms and Conditions of the Notes also provide that the Trustee may, without the consent of Noteholders and without regard to the interests of particular Noteholders, agree to (i) any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes or (ii) determine without the consent of the Noteholders that any Event of Default or Potential Event of Default shall not be treated as such or (iii) the substitution of another company as principal debtor under any Notes in place of the Issuer, in the circumstances described in Condition 15 (Substitution).

The value of the Notes could be adversely affected by a change in English law or administrative practice.

The Terms and Conditions of the Notes and any non-contractual obligations arising out of or in connection with such Notes are based on English law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Base Prospectus and any such change could materially adversely impact the value of any Notes affected by it.

Investors who hold less than the minimum Specified Denomination may be unable to sell their Notes and may be adversely affected if definitive Notes are subsequently required to be issued.

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in their account with the relevant clearing system would not be able to sell the remainder of such holding without first purchasing a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination. Further, a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in their account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination.

If such Notes in definitive form are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

A Judgment entered against the Issuer in English court may not be recognised or enforceable in Finland due to the United Kingdom leaving the European Union.

The UK left the EU on 31 January 2020 (**Brexit**) and the transitional period agreed in the withdrawal agreement during which EU law continued to apply in the UK, expired on 31 December 2020.

There is uncertainty concerning the enforcement of English court judgments in Finland following Brexit. The Brussels I Regulation Recast (Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters), i.e. the main EU legal instrument governing jurisdiction and the enforcement of judgments within the European Union, is no longer applicable to legal proceedings commenced in the United Kingdom after 31 December 2020 or to judgments issued in such proceedings. As no new reciprocal agreement on jurisdiction and enforcement of judgments has been agreed between the United Kingdom and the European Union, a judgment entered against the Issuer in an English court would not be recognised or enforceable in Finland without a re-trial on its merits (but will be of persuasive authority as a matter of evidence before the courts of law, arbitral tribunals or executive or other public authorities in Finland).

Both Finland and the United Kingdom are bound by the Hague Convention of 30 June 2005 on Choice of Court Agreements (the **Hague Convention**). However, the Hague Convention has a limited scope of application as it only applies to exclusive jurisdiction clauses. In addition, the legal state as to the applicability of the Hague Convention to legal proceedings commenced in the UK after 31 December 2020 and to judgments issued in such proceedings, which are based on exclusive jurisdiction clauses entered prior to 1 January 2021, remains unclear in Finland. The European Commission and the UK have different opinions as to whether there was an interruption between the end of the transitional period following the UK's withdrawal from the European Union (31 December 2020) and before the UK became a party to the Hague Convention in its own name on 1 January 2021. The issue is untested in Finland.

As such, a judgment entered against the Issuer based on an asymmetric jurisdiction clause (i.e. a jurisdiction clause which is non-exclusive), as is the case in relation to the Terms and Conditions of the Notes, would fall outside the application of the Hague Convention. Consequently, there is currently no legal basis in Finland for the recognition and enforcement of a judgment rendered by an English court if the proceedings were commenced after 31 December 2020 under a non-exclusive jurisdiction clause. However, if a Noteholder brings a new action in a competent court of Finland, the final judgment rendered in an English court may be submitted to the Finnish court, but will only be regarded as evidence of the outcome of the dispute to which it relates, and the Finnish court has full discretion to rehear the dispute from the beginning. Any retrial on a judgment's merits could therefore significantly delay or prevent the enforcement by Noteholders of the relevant Issuer's obligations under the Notes.

Risks Relating to the Market Generally

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

An active secondary market in respect of the Notes may never be established or may be illiquid and this would adversely affect the value at which investors could sell their Notes.

Notes may have no established trading market when issued, and one may never develop. If a market for the Notes does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities.

If an investor holds Notes which are not denominated in the investor's home currency, they will be exposed to movements in exchange rates adversely affecting the value of their holding. In addition, the imposition of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes.

The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency equivalent value of the principal payable on the Notes and (3) the Investor's Currency equivalent market value of the Notes.

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

The value of Fixed Rate Notes may be adversely affected by movements in market interest rates.

Investment in Fixed Rate Notes involves the risk that if market interest rates subsequently increase above the rate paid on the Fixed Rate Notes, this will adversely affect the value of the Fixed Rate Notes, as an equivalent investment issued at the current market interest rate may be more attractive to investors.

Credit ratings assigned to the Issuer or any Notes may not reflect all the risks associated with an investment in those Notes.

One or more independent credit rating agencies may assign credit ratings to the Issuer or the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency established in the EEA and registered under the CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction will also apply in the case of credit ratings issued by third country non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third-country rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). The list of registered and certified rating agencies published by ESMA on its website in accordance with the CRA Regulation

is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

Investors regulated in the UK are subject to similar restrictions under the UK CRA Regulation. As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances.

If the status of the rating agency rating the Notes changes for the purposes of the CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the Notes may have a different regulatory treatment, which may impact the value of the Notes and their liquidity in the secondary market.

Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Base Prospectus.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published and have been filed with the Central Bank of Ireland shall be incorporated in, and form part of, this Base Prospectus:

- (a) The auditors' report and audited consolidated annual financial statements (including the notes thereto) of the Issuer for the financial year ended 31 December 2023, available for viewing at: <https://kojamo.fi/wp-content/uploads/2024/02/board-of-directors-report-and-financial-statements-2023.pdf>.
- (b) The auditors' report and audited consolidated annual financial statements (including the notes thereto) of the Issuer for the financial year ended 31 December 2022, available for viewing at: <https://kojamo.fi/wp-content/uploads/2023/02/kojamo-board-of-directors-report-and-financial-statements-2022.pdf>.
- (c) The Terms and Conditions of the Notes contained in the Base Prospectus dated 29 March 2023 pages 52 – 88 prepared by the Issuer in connection with the Programme available for viewing at: <https://kojamo.fi/wp-content/uploads/2023/03/kojamo-base-prospectus-update-29-march-2023-1.pdf>.
- (d) The Terms and Conditions of the Notes contained in the Base Prospectus dated 16 March 2022 pages 50 – 86 prepared by the Issuer in connection with the Programme available for viewing at: <https://kojamo.fi/wp-content/uploads/2022/03/Kojamo-EMTN-Base-Prospectus-Update-16-March-2022.pdf>.
- (e) The Terms and Conditions of the Notes contained in the Base Prospectus dated 23 March 2021 pages 50 – 86 prepared by the Issuer in connection with the Programme available for viewing at: <https://kojamo.fi/wp-content/uploads/2021/03/Kojamo-EMTN-Base-Prospectus-Update-23-March-2021-1.pdf>.
- (f) The Terms and Conditions of the Notes contained in the Base Prospectus dated 20 March 2020 pages 47 – 83 prepared by the Issuer in connection with the Programme available for viewing at: <https://kojamo.fi/wp-content/uploads/2020/03/Kojamo-EMTN-Base-Prospectus-20-March-2020.pdf>.

Following the publication of this Base Prospectus a supplement may be prepared by the Issuer and approved by the Central Bank of Ireland in accordance with Article 23 of the Prospectus Regulation. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in any document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus.

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

The Issuer will, in the event of any significant new factor, material mistake or material inaccuracy relating to information included in this Base Prospectus which may affect the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Notes.

FORM OF THE NOTES

The Notes of each Series will be in either bearer form, with or without interest coupons attached, or registered form, without interest coupons attached. Notes will be issued outside the United States in reliance on Regulation S.

Bearer Notes

Each Tranche of Bearer Notes will be in bearer form and will initially be issued in the form of a temporary global note (a **Temporary Bearer Global Note**) or, if so specified in the applicable Final Terms, a permanent global note (a **Permanent Bearer Global Note**) and, together with a Temporary Bearer Global Note, each a **Bearer Global Note** which, in either case, will:

- (a) if the Bearer Global Notes are intended to be issued in new global note (NGN) form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the **Common Safekeeper**) for Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking S.A. (**Clearstream, Luxembourg**); and
- (b) if the Bearer Global Notes are not intended to be issued in NGN form, be delivered on or prior to the original issue date of the Tranche to a common depositary (the **Common Depositary**) for Euroclear and Clearstream, Luxembourg.

Where the Bearer Global Notes issued in respect of any Tranche are in NGN form, the applicable Final Terms will also indicate whether such Bearer Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Bearer Global Notes are to be so held does not necessarily mean that the Bearer Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The Common Safekeeper for NGNs will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

Whilst any Bearer Note is represented by a Temporary Bearer Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Bearer Global Note if the Temporary Bearer Global Note is not intended to be issued in NGN form) only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in the Temporary Bearer Global Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Principal Paying Agent.

On and after the date (the **Exchange Date**) which is 40 days after a Temporary Bearer Global Note is issued, interests in such Temporary Bearer Global Note will be exchangeable (free of charge) upon a request as described therein either for (i) interests in a Permanent Bearer Global Note of the same Series or (ii) for definitive Bearer Notes of the same Series with, where applicable, interest coupons and talons attached (as indicated in the applicable Final Terms), in each case against certification of beneficial ownership as described above unless such certification has already been given, provided that purchasers in the United States and certain U.S. persons will not be able to receive definitive Bearer Notes. The holder of a Temporary Bearer Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Bearer Global Note for an interest in a Permanent Bearer Global Note or for definitive Bearer Notes is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Bearer Global Note will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the Permanent Bearer Global Note if the Permanent Bearer Global Note is not intended to be issued in NGN form) without any requirement for certification.

The applicable Final Terms will specify that a Permanent Bearer Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Notes with, where applicable, interest coupons and talons

attached upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that (i) an Event of Default (as defined in Condition 10 (*Events of Default and Enforcement*)) has occurred and is continuing, (ii) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system satisfactory to the Trustee is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Permanent Bearer Global Note in definitive form and a certificate to such effect signed by two Directors of the Issuer is given to the Trustee. The Issuer will promptly give notice to Noteholders in accordance with Condition 14 (*Notices*) if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) or the Trustee may give notice to the Principal Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

The following legend will appear on all Bearer Notes (other than Temporary Bearer Global Notes) and interest coupons and talons relating to such Notes where TEFRA D is specified in the applicable Final Terms:

“ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.”

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Bearer Notes or interest coupons or talons and will not be entitled to capital gains treatment in respect of any gain on any sale, disposition, redemption or payment of principal in respect of Bearer Notes or interest coupons or talons.

Notes which are represented by a Bearer Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

Registered Notes

The Registered Notes of each Tranche will initially be represented by a global note in registered form (a **Registered Global Note**).

Registered Global Notes will be deposited with a common depositary or, if the Registered Global Notes are to be held under the new safe-keeping structure (the **NSS**), a common safekeeper, as the case may be for Euroclear and Clearstream, Luxembourg, and registered in the name of the nominee for the Common Depositary of, Euroclear and Clearstream, Luxembourg or in the name of a nominee of the common safekeeper, as specified in the applicable Final Terms. Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form. Where the Registered Global Notes issued in respect of any Tranche is intended to be held under the NSS, the applicable Final Terms will indicate whether or not such Registered Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Registered Global Notes are to be so held does not necessarily mean that the Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any time during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The common safekeeper for a Registered Global Note held under the NSS will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 6.4 (*Payments - Payments in respect of Registered Notes*)) as the registered holder of the Registered Global Notes. None of the Issuer, any Paying Agent, the Trustee or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 6.4 (*Payments - Payments in respect of Registered Notes*)) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that (i) an Event of Default has occurred and is continuing, (ii) in the case of Notes registered in the name of a nominee for a Common Depositary or a Common Safekeeper for Euroclear and Clearstream, Luxembourg, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system satisfactory to the Trustee is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Registered Global Note in definitive form and a certificate to that effect signed by two Directors of the Issuer is given to the Trustee. The Issuer will promptly give notice to Noteholders in accordance with Condition 14 (*Notices*) if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg or any person acting on their behalf (acting on the instructions of any holder of an interest in such Registered Global Note) or the Trustee may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of Euroclear and Clearstream, Luxembourg, in each case to the extent applicable.

General

Pursuant to the Agency Agreement (as defined under "*Terms and Conditions of the Notes*"), the Principal Paying Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes at a point after the Issue Date of the further Tranche, the Notes of such further Tranche shall be assigned a common code and ISIN which are different from the common code and ISIN assigned to Notes of any other Tranche of the same Series until such time as the Tranches are consolidated and form a single Series, which shall not be prior to the expiry of the distribution compliance period (as defined in Regulation S under the Securities Act) applicable to the Notes of such Tranche.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms.

No Noteholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, (i) fails so to do within a reasonable period, or (ii) is unable for any reason so to do, and the failure or inability shall be continuing.

The Issuer may agree with any Dealer and the Trustee that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes, in which event, a new Base Prospectus will be made available which will describe the effect of the agreement reached in relation to such Notes.

APPLICABLE FINAL TERMS

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the **EEA**). For these purposes, a **retail investor** means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the **Prospectus Regulation**). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

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

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

[UK MiFIR product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA (**UK MiFIR**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

[Singapore Securities and Futures Act Product Classification – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the **SFA**) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the **CMP Regulations 2018**), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA) that the Notes are [prescribed capital markets products]/[capital markets products other than prescribed capital markets products] (as defined in the CMP Regulations 2018) and

[are] [Excluded]/[Specified] Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]⁶

⁶ Delete where the Notes are not offered to Singapore investors. Relevant Dealer(s) to consider whether it / they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

[Date]

Kojamo plc

Legal Entity Identifier (LEI): 7437007YPUOQZ8OV1R42

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes] [Green Bonds]
under the EUR 2,500,000,000
Euro Medium Term Note Programme**

PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the **Conditions**) set forth in the Base Prospectus dated 26 March 2024 [and the supplement[s] to it dated [date] [and [date]]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the **Base Prospectus**). This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus in order to obtain all the relevant information. The Base Prospectus has been published on the website of the Irish Stock Exchange plc trading as Euronext Dublin (**Euronext Dublin**) at <http://www.euronext.com/en/markets/dublin>.]

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

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the Base Prospectus dated [20 March 2020 / 23 March 2021 / 16 March 2022 / 29 March 2023] [and the supplement[s] to it dated [date] [and [date]]] which are incorporated by reference in the Base Prospectus dated 26 March 2024. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 26 March 2024 [and the supplement[s] to it dated [date] [and [date]]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the **Base Prospectus**) including the Terms and Conditions incorporated by reference in the Base Prospectus, in order to obtain all the relevant information. The Base Prospectus has been published on the website of the Irish Stock Exchange plc trading as Euronext Dublin at <http://www.euronext.com/en/markets/dublin>.]

[Include whichever of the following apply or specify as “Not Applicable”. Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or subparagraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote directions for completing the Final Terms.]

[If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination may need to be £100,000 or its equivalent in any other currency.]

- | | |
|--|--|
| 1. Issuer: | Kojamo plc |
| 2. (a) Series Number: | [] |
| (b) Tranche Number: | [] |
| (c) Date on which the Notes will be consolidated and form a single Series: | The Notes will be consolidated and form a single Series with [identify earlier Tranches] on [the Issue Date/the date that is 40 days after the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 25 below, which is expected to occur on or about [date]][Not Applicable] |

3. Specified Currency or Currencies: []
4. Aggregate Nominal Amount:
 (a) Series: []
 (b) Tranche: []
5. Issue Price: [] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (if applicable)]
6. (a) Specified Denominations: []
(N.B. Notes must have a minimum denomination of EUR 100,000 (or equivalent))
(Note – where Bearer multiple denominations above EUR 100,000 or equivalent are being used the following sample wording should be followed:
“[EUR 100,000] and integral multiples of [EUR 1,000] in excess thereof up to and including [EUR 199,000]. No Notes in definitive form will be issued with a denomination above [EUR 199,000].”)
- (b) Calculation Amount (in relation to calculation of interest on Notes in global form see Conditions): []
(If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)
7. (a) Issue Date: []
 (b) Interest Commencement Date: [specify/Issue Date/Not Applicable]
(N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)
8. Maturity Date: [Specify date or for Floating Rate Notes – Interest Payment Date falling in or nearest to [specify month and year]]
9. Interest Basis: [[] per cent. Fixed Rate]
 [[[] month [EURIBOR/CIBOR /STIBOR/NIBOR]] +/- [] per cent. Floating Rate]
 [Zero coupon]
 (see paragraph [14]/[15]/[16] below)
10. Redemption Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [[]/100] per cent. of their nominal amount
11. Change of Interest Basis: [Specify the date when any fixed to floating rate change occurs or cross refer to paragraphs 14 and 15 below and identify there][Not Applicable]
12. Put/Call Options: [Issuer Call]
 [Issuer Par Call]

- [Investor Put]
 [Change of Control Put]
 [Clean-up Call]
 [(see paragraph[s] [18]/[19]/[20]/[21]/[22] below)]
13. (a) Status of the Notes: Senior
- (b) Date Board approval for issuance of Notes obtained: []
(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. Fixed Rate Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Rate(s) of Interest: [] per cent. per annum payable in arrear on each Interest Payment Date
- (b) Interest Payment Date(s): [] in each year up to and including the Maturity Date
- (c) Fixed Coupon Amount(s) for Notes in definitive form (and in relation to Notes in global form see Conditions): [[] per Calculation Amount]
- (d) Broken Amount(s) for Notes in definitive form (and in relation to Notes in global form see Conditions): [[] per Calculation Amount, payable on the Interest Payment Date falling [in/on] []][Not Applicable]
- (e) Day Count Fraction: [30/360] [Actual/Actual (ICMA)]
- (f) Determination Date(s): [[] in each year][Not Applicable]
(Only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)
15. Floating Rate Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Specified Period(s)/Specified Interest Payment Dates: [] [, subject to adjustment in accordance with the Business Day Convention set out in (b) below/, not subject to adjustment, as the Business Day Convention in (b) below is specified to be Not Applicable]
- (b) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
 [Not Applicable]
- (c) Additional Business Centre(s): []
- (d) Party responsible for calculating the Rate of Interest and Interest Amount: [] (the **Calculation Agent**)
- (e) Screen Rate Determination:

- Reference Rate: [] month [EURIBOR/CIBOR/STIBOR/NIBOR]
 - Interest Determination Date(s): []
(Second day on which the TARGET System is open prior to the start of each Interest Period if EURIBOR, second Copenhagen business day prior to the start of each Interest Period if CIBOR, second Stockholm business day prior to the start of each Interest Period if STIBOR and second Oslo business day prior to the start of each Interest Period if NIBOR)
 - Relevant Screen Page: []
(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)
- (f) Linear Interpolation: [Not Applicable/Applicable - the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
- (g) Margin(s): [+/-] [] per cent. per annum
- (h) Minimum Rate of Interest: [] per cent. per annum
- (i) Maximum Rate of Interest: [] per cent. per annum
- (j) Day Count Fraction: [Actual/Actual (ISDA)][Actual/Actual]
 [Actual/365 (Fixed)]
 [Actual/365 (Sterling)]
 [Actual/360]
 [30/360][360/360][Bond Basis]
 [30E/360][Eurobond Basis]
 [30E/360 (ISDA)]
16. Zero Coupon Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraph of this paragraph)
- (a) Accrual Yield: [] per cent. per annum
- (b) Reference Price: []
- (c) Day Count Fraction in relation to Early Redemption Amounts: [30/360]
 [Actual/360]
 [Actual/365]
- PROVISIONS RELATING TO REDEMPTION**
17. Notice periods for Condition 7.2: Minimum period: [30] days
 Maximum period: [60] days
18. Issuer Call: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Optional Redemption Date(s): []

- (b) Optional Redemption Amount: per Calculation Amount][Spens Amount][Make-whole Amount]
- (A) Reference Bond /[Not Applicable]
- (B) Redemption Margin
- (C) Quotation Time
- (c) If redeemable in part: [Not Applicable]
- i. Minimum Redemption Amount:
- ii. Maximum Redemption Amount: [Not Applicable]
- (d) Notice periods: Minimum period: days
Maximum period: days
- (N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent or Trustee.)*
19. Issuer Par Call: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Par Call Period: From (and including) (the **Par Call Period Commencement Date**) to (but excluding) the Maturity Date
- (b) Notice Periods: Minimum period: days
Maximum period: days
- (N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent or Trustee.)*
20. Investor Put: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Optional Redemption Date(s):
- (b) Optional Redemption Amount: per Calculation Amount
- (c) Notice Periods: Minimum period: days
Maximum period: days
- (N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice for a put) and*

custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent or Trustee.)

21. Change of Control Put:

[Applicable/Not Applicable]

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

(a) Change of Control Redemption Amount:

[] per Calculation Amount

22. Clean-up Call:

[Applicable/Not Applicable]

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

(a) Notice Periods:

Minimum period: [] days

Maximum period: [] days

(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent or Trustee.)

23. Final Redemption Amount:

[] per Calculation Amount

24. Early Redemption Amount payable on redemption for taxation reasons or on event of default:

[] per Calculation Amount /Condition 7.8 applies]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

25. Form of Notes:

(a) Form:

[Bearer Notes: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes upon an Exchange Event]

[Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date]

[Permanent Global Note exchangeable for Definitive Notes upon an Exchange Event]

[Notes shall not be physically delivered in Belgium, except to a clearing system, a depository or other institution for the purpose of their immobilisation in accordance with article 4 of the Belgian Law of 14 December 2005⁷]

(N.B. The option for an issue of Notes to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6 includes language substantially to the following effect: "[EUR

⁷ Include for Notes that are to be offered in Belgium.

100,000] and integral multiples of [EUR 1,000] in excess thereof up to and including [EUR 199,000].”.)]

[Registered Notes:

[Global Note registered in the name of a nominee for [a common depositary for Euroclear and Clearstream, Luxembourg] [a common safekeeper for Euroclear and Clearstream, Luxembourg]]

(b) New Global Note: [Yes][No]

(c) New Safekeeping Structure: [Yes][No]

26. Additional Financial Centre(s): [Not Applicable/give details]

(Note that this paragraph relates to the date of payment and not the end dates of Interest Periods for the purposes of calculating the amount of interest, to which sub-paragraph 15(c) relates)

27. Talons for future Coupons to be attached to Definitive Notes: [Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]

THIRD PARTY INFORMATION

[[*Relevant third party information*] has been extracted from [*specify source*]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of **Kojamo plc**:

By:

Duly authorised

By:

Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Listing and Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the Regulated Market of Euronext Dublin and listing on the Official List with effect from [].]
- [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the Regulated Market of Euronext Dublin and listing on the Official List with effect from [].]
- (Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)*
- [Not Applicable]
- (ii) Estimate of total expenses related to admission to trading: []

2. RATINGS

- Ratings: [The Notes to be issued [[have been]/[have not been]/[are expected to be]] rated:
- [insert details] by [insert the legal name of the relevant credit rating agency entity(ies) and associated defined terms].*
- Each of *[defined terms]* is established in the [European Union]/[United Kingdom] [and is registered under Regulation (EC) No. 1060/2009 [(as amended)/ as it forms part of domestic law by virtue of the EUWA] (the [UK] **CRA Regulation**)] *(Amend / include further information as appropriate)*
- [Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]*
- (The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

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

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

[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)]

4. REASONS FOR THE OFFER and ESTIMATED NET PROCEEDS

- (i) Reasons for the offer: [See “*Use of Proceeds*” in the Base Prospectus] [The Notes are intended to be applied by the Issuer for its General Corporate Purposes] [The Notes are intended

to be issued as Green Bonds, [further particulars to be provided].]

(ii) Estimated net proceeds []

5. YIELD (Fixed Rate Notes Only)

Indication of yield: []

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

6. OPERATIONAL INFORMATION

(i) ISIN: []

(ii) Common Code: []

(iii) CFI: [See/[include code]⁸, as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

(iv) FISN: [See/[include code]⁹, as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

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

(vi) Delivery: Delivery [against/free of] payment

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

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

[No. Whilst the designation is specified as “no” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper[, and registered in the name of a nominee

⁸ The actual code should only be included where the issuer is comfortable that it is correct.

⁹ The actual code should only be included where the issuer is comfortable that it is correct.

of one of the ICSDs acting as common safekeeper][include this text for Registered Notes]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

7. DISTRIBUTION

- | | |
|--|--|
| (i) Method of distribution: | [Syndicated/Non-syndicated] |
| (ii) If syndicated, names of Managers: | [Not Applicable/give names] |
| (iii) Stabilisation Manager(s) (if any): | [Not Applicable/give name] |
| (iv) If non-syndicated, name of relevant Dealer: | [Not Applicable/give name] |
| (v) U.S. Selling Restrictions: | Reg. S Compliance Category 2; [TEFRA D/TEFRA C/TEFRA not applicable] |
| (vi) Prohibition of Sales to EEA Retail Investors: | [Applicable/Not Applicable]
<i>(If the Notes clearly do not constitute “packaged” products or the Notes do constitute “packaged” products and a key information document will be prepared in the EEA, “Not Applicable” should be specified. If the Notes may constitute “packaged” products and no key information document will be prepared in the EEA, “Applicable” should be specified.)</i> |
| (vii) Prohibition of Sales to UK Retail Investors: | [Applicable/Not Applicable]
<i>(If the Notes clearly do not constitute “packaged” products or the Notes do constitute “packaged” products and a key information document will be prepared in the UK, “Not Applicable” should be specified. If the Notes may constitute “packaged” products and no key information document will be prepared in the UK, “Applicable” should be specified.)</i> |
| (viii) Singapore Sales to Institutional Investors and Accredited Investors only: | [Applicable/Not Applicable]
<i>(Include this line item where Notes are offered into Singapore. Indicate “Applicable” if Notes are offered to Institutional Investors and Accredited Investors in Singapore only. Indicate “Not Applicable” if Notes are also offered to investors other than Institutional Investors and Accredited Investors in Singapore)</i> |

8. PROVISIONS RELATING TO GREEN BONDS

- | | |
|---------------------|---|
| (i) Green Bonds: | [Yes/No] |
| (ii) [Reviewer(s):] | [Name of sustainability rating agency(ies) [and name of third party assurance agent] and [give details of compliance opinion(s) and availability] |

(iii) [Date of third party opinion(s):]

[Not Applicable/give details]

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note (as defined below) and each definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note. Reference should be made to “Applicable Final Terms” for a description of the content of Final Terms which will specify which of such terms are to apply in relation to the relevant Notes.

This Note is one of a Series (as defined below) of Notes issued by Kojamo plc (the **Issuer**) constituted by a trust deed (such trust deed as modified and/or supplemented and/or restated from time to time, the **Trust Deed**) dated 29 March 2023 made between the Issuer and Deutsche Trustee Company Limited (the **Trustee**, which expression shall include any successor as Trustee).

References herein to the **Notes** shall be references to the Notes of this Series and shall mean:

- (a) in relation to any Notes represented by a global Note (a **Global Note**), units of each Specified Denomination in the Specified Currency;
- (b) any Global Note;
- (c) any definitive Notes in bearer form (**Bearer Notes**) issued in exchange for a Global Note in bearer form; and
- (d) any definitive Notes in registered form (**Registered Notes**) (whether or not issued in exchange for a Global Note in registered form).

The Notes and the Coupons (as defined below) have the benefit of an agency agreement (such agency agreement as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) dated 29 March 2023 and made between the Issuer, the Trustee, Deutsche Bank AG, London Branch as issuing and principal paying agent (the **Principal Paying Agent**, which expression shall include any successor principal paying agent) and the other paying agents named therein (together with the Principal Paying Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents), Deutsche Bank Luxembourg S.A. as registrar (the **Registrar**, which expression shall include any successor registrar) and transfer agent (the **Transfer Agent**, which expression shall include any additional or successor transfer agent). The Principal Paying Agent, the Calculation Agent (if any is specified in the applicable Final Terms), the Registrar, the Paying Agents and the Transfer Agent are together referred to as the **Agents**.

The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to or endorsed on this Note which supplement these terms and conditions (the **Conditions**). References to the **applicable Final Terms** are, unless otherwise stated, to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note.

Interest bearing definitive Bearer Notes have interest coupons (**Coupons**) and, in the case of Bearer Notes which, when issued in definitive form, have more than 27 interest payments remaining, talons for further Coupons (**Talons**) attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Registered Notes and Global Notes do not have Coupons or Talons attached on issue.

The Trustee acts for the benefit of the Noteholders (which expression shall mean (in the case of Bearer Notes) the holders of the Notes and (in the case of Registered Notes) the persons in whose name the Notes are registered and shall, in relation to any Notes represented by a Global Note, be construed as provided below) and the holders of the Coupons (the **Couponholders**, which expression shall, unless the context otherwise requires, include the holders of the Talons), in accordance with the provisions of the Trust Deed.

As used herein, **Tranche** means Notes which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which (i)

are expressed to be consolidated and form a single series and (ii) have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue.

Copies of the Trust Deed and the Agency Agreement are available for inspection during normal business hours at the specified office for the time being of the Principal Paying Agent being at Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom. If the Notes are to be admitted to trading on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin (**Euronext Dublin**) the applicable Final Terms will be published on the website of Euronext Dublin. The Noteholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Trust Deed, the Agency Agreement and the applicable Final Terms which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed and the Agency Agreement.

Words and expressions defined in the Trust Deed, the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in the Conditions unless the context otherwise requires or unless otherwise stated and **provided that**, in the event of inconsistency between (i) the Trust Deed and the Agency Agreement, the Trust Deed will prevail and (ii) the Trust Deed or the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

In the Conditions, **euro** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

1. FORM, DENOMINATION AND TITLE

The Notes are in bearer form or in registered form as specified in the applicable Final Terms and, in the case of definitive Notes, serially numbered, in the currency (the **Specified Currency**) and the denominations (the **Specified Denomination(s)**) specified in the applicable Final Terms. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination. Bearer Notes may not be exchanged for Registered Notes and vice versa.

This Note may be a Fixed Rate Note, a Floating Rate Note or a Zero Coupon Note, or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

Definitive Bearer Notes are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in the Conditions are not applicable.

Subject as set out below, title to the Bearer Notes and Coupons will pass by delivery and title to the Registered Notes will pass upon registration of transfers in accordance with the provisions of the Agency Agreement. The Issuer, the Trustee and any Agent will (except as otherwise required by law) deem and treat the bearer of any Bearer Note or Coupon and the registered holder of any Registered Note as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear Bank SA/NV (**Euroclear**) and/or Clearstream Banking S.A. (**Clearstream, Luxembourg**), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Trustee and the Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Bearer Global Note or the registered holder of the relevant Registered Global Note shall be treated by the Issuer, the Trustee and any Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions **Noteholder** and **holder of Notes** and related expressions shall be construed accordingly.

In determining whether a particular person is entitled to a particular nominal amount of Notes as aforesaid, the Trustee and each of the Agents may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear and/or Clearstream, Luxembourg, as the case may be. References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in Part B of the applicable Final Terms.

2. TRANSFERS OF REGISTERED NOTES

2.1 Transfers of interests in Registered Global Notes

Transfers of beneficial interests in Registered Global Notes will be effected by Euroclear or Clearstream, Luxembourg, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of transferors and transferees of such interests. A beneficial interest in a Registered Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Notes in definitive form or for a beneficial interest in another Registered Global Note of the same series only in the authorised denominations set out in the applicable Final Terms and only in accordance with the rules and operating procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Trust Deed and the Agency Agreement.

2.2 Transfers of Registered Notes in definitive form

Subject as provided in Condition 2.3 (Registration of transfer upon partial redemption) below, upon the terms and subject to the conditions set forth in the Trust Deed and the Agency Agreement, a Registered Note in definitive form may be transferred in whole or in part (in the authorised denominations set out in the applicable Final Terms). In order to effect any such transfer (a) the holder or holders must (i) surrender the Registered Note for registration of the transfer of the Registered Note (or the relevant part of the Registered Note) at the specified office of any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or their attorney or attorneys duly authorised in writing and (ii) complete and deposit such other certifications as may be required by the relevant Transfer Agent and (b) the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer, the Trustee and the Registrar may from time to time prescribe (the initial such regulations being set out in Schedule 2 to the Agency Agreement). Subject as provided above, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new Registered Note in definitive form of a like aggregate nominal amount to the Registered Note (or the relevant part of the Registered Note) transferred. In the case of the transfer of part only of a Registered Note in definitive form, a new Registered Note in definitive form in respect of the balance of the Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

2.3 Registration of transfer upon partial redemption

In the event of a partial redemption of Notes under Condition 7 (Redemption and Purchase), the Issuer shall not be required to register the transfer of any Registered Note, or part of a Registered Note, called for partial redemption.

2.4 Costs of registration

Noteholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

3. STATUS OF THE NOTES

The Notes and any relative Coupons are direct, unconditional, unsubordinated and (subject to the provisions of Condition 4.1 (Negative Pledge)) unsecured obligations of the Issuer and rank *pari passu* among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding.

4. COVENANTS

4.1 Negative Pledge

So long as any of the Notes remains outstanding (as defined in the Trust Deed) the Issuer will not, and will procure that none of its Subsidiaries (as defined below) will, create or have outstanding any mortgage, charge, lien, pledge or other security interest (each a **Security Interest**) (in each case other than a Permitted Security Interest), upon, or with respect to, any of the present or future business, undertaking, assets or revenues (including any uncalled capital) of the Issuer and/or any of its Subsidiaries to secure any Relevant Indebtedness (as defined below), unless the Issuer, in the case of the creation of the Security Interest, before or at the same time and, in any other case, promptly, takes any and all action necessary to ensure that:

- (a) all amounts payable by it under the Notes, the Coupons and the Trust Deed are secured by the Security Interest equally and rateably with the Relevant Indebtedness to the satisfaction of the Trustee; or
- (b) such other Security Interest or other arrangement (whether or not it includes the giving of a Security Interest) is provided either (i) as the Trustee in its absolute discretion deems not materially less beneficial to the interests of the Noteholders or (ii) as is approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders;

4.2 Financial Covenants

(a) Limitations on the Incurrence of Indebtedness

So long as any Note remains outstanding the Issuer will not, and will not permit any Subsidiary to, incur directly or indirectly any Indebtedness (excluding for the purposes of this Condition 4.2 (a) any Permitted Refinancing Indebtedness) if, on the date of such incurrence and after giving pro forma effect thereto (including pro forma application of the proceeds), the Solvency Ratio would exceed 0.65;

(b) Maintenance of Coverage Ratio

So long as any Note remains outstanding the Issuer undertakes that on each Measurement Date the Coverage Ratio is not less than 1.8:1; and

(c) Limitations on the Incurrence of Secured Indebtedness

So long as any Note remains outstanding the Issuer will not, and will not permit any Subsidiary to incur directly or indirectly, any Secured Indebtedness (excluding for the purposes of this Condition 4.2 (c) any Permitted Refinancing Indebtedness) if, on the date of such incurrence and after giving

pro forma effect thereto (including pro forma application of the proceeds) the Secured Solvency Ratio would exceed 0.45.

The Issuer will promptly notify the Trustee in accordance with the Trust Deed in the event that any of the undertakings in this Condition 4.2 is breached at any time.

For so long as the Notes remain outstanding, the Issuer will deliver a certificate to the Trustee on each Reporting Date signed by any two Authorised Signatories (as defined in the Trust Deed) of the Issuer, certifying that the Issuer is in compliance with, and there has been no breach of, the undertakings set out in this Condition 4.2.

A certificate by any two Authorised Signatories of the Issuer as to any of the amounts referred to in this Condition 4.2, or any of the terms defined for the purposes of this Condition 4.2, shall be conclusive and binding on all parties and the Trustee may rely absolutely upon and shall be entitled to accept such certificate without any liability to any person for so doing and without any inquiry thereof.

4.3 Interpretation

For the purposes of these Conditions:

Additional Collateral means any additional collateral provided by the Issuer in order to meet its obligation to maintain the minimum collateralisation level under the Secured Notes and includes any replacement of such Additional Collateral in accordance with the terms and conditions of the Secured Notes.

Consolidated Adjusted EBITDA means, in respect of any Measurement Date, the number set out under the heading “Operating Profit” (or any equivalent line item) in the consolidated financial statements of the Issuer, deducted by items (i), (ii), (iii) and (iv) below:

- (i) the number set out under the heading “Profit/loss on fair value of investment properties” (or any equivalent line item) in the consolidated financial statements of the Issuer;
- (ii) the number set out under the heading “Depreciation, amortisation and impairment losses” (or any equivalent line item) in the consolidated financial statements of the Issuer;
- (iii) the number set out under the heading “Profit/loss on sales of investment properties” (or any equivalent line item) in the consolidated financial statements of the Issuer; and
- (iv) the number set out under the heading “Profit/loss on sales of trading properties” (or any equivalent line item) in the consolidated financial statements of the Issuer.

Consolidated Total Assets means the value of the consolidated total assets of the Group as shown in the most recent audited annual or unaudited quarterly, as the case may be, consolidated financial statements of the Issuer;

Consolidated Total Indebtedness means the total Indebtedness (on a consolidated basis) of the Group as determined by reference to the most recent audited annual or unaudited quarterly, as the case may be, consolidated financial statements of the Issuer;

Coverage Ratio means, in respect of any Measurement Date, the ratio of (a) the aggregate amount of Consolidated Adjusted EBITDA for the period of the most recent four consecutive financial quarters ending on such Testing Date, to (b) the aggregate amount of Net Interest Charges, for the period of the most recent four consecutive financial quarters ending on such Testing Date;

Group means the Issuer and its consolidated Subsidiaries;

IFRS means International Financial Reporting Standards, including International Accounting Standards and Interpretations, issued by the International Accounting Standards Board (as amended, supplemented or re-issued from time to time) as adopted by the European Union;

Indebtedness means, with respect to any Person at any date of determination (without duplication) any debt of such Person, including:

- (a) all indebtedness of such Person for borrowed money in whatever form;
- (b) any amounts raised by such Person evidenced by bonds, debentures, notes, loan stock or other similar instruments;
- (c) all obligations of such Person in respect of letters of credit or other similar instruments (including reimbursement obligations with respect thereto, except to the extent any such reimbursement obligations relate to trade payables or other liabilities to trade creditors);
- (d) all obligations of such Person to pay the deferred and unpaid purchase price of property, assets or services which purchase price is due more than 90 days after the earlier of the date of placing such property in service or taking delivery and title thereof or the completion of such services excluding:
 - (A) any trade payables or other liability to trade creditors; and
 - (B) any post-closing payment adjustments in connection with the purchase by the Issuer or any Subsidiary of any business to which the seller may become entitled, to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing and provided that (x) the amount of any such payment is not determinable at the time of closing and, (y) to the extent such payment thereafter becomes fixed and determined, the amount is paid within 90 days thereafter;
- (e) all capitalised lease obligations of such Person, to the extent treated as indebtedness in the financial statements of such Person under IFRS;
- (f) any guarantee and/or indemnity (up to the maximum amount of such guarantee or indemnity) in respect of indebtedness of the type referred to in the above items (a) to (e); and
- (g) all obligations of the type referred to in paragraphs (a) to (f) of other Persons secured by any Security Interest over any asset of such Person (the amount of such obligation being deemed to be the lesser of (A) the book value of such asset as shown in the most recent audited annual or unaudited quarterly financial statements of such Person and (B) the amount of the obligation so secured), whether or not such indebtedness is assumed by such Person.

For the purpose of determining the euro-equivalent of Indebtedness denominated in a foreign currency, the euro-equivalent principal amount of such Indebtedness pursuant thereto shall be calculated based on the relevant official central bank currency exchange rate in effect on the date of determination thereof.

The amount of Indebtedness of any Person at any date shall be the outstanding balance at such date of all unconditional obligations as described above provided that (i) with respect to contingent obligations as described above, will be the value of the contingency, if any, giving rise to the obligation as reported in that Person's financial statements and (ii) in the case of Indebtedness sold at a discount, the amount of such Indebtedness at any time will be the accreted value thereof at such time.

For the avoidance of doubt, neither (A) completion guarantees, performance bonds or similar commitments provided to cities, municipalities or financial institutions in connection with the Issuer's or its Subsidiaries' ordinary course property construction, development or maintenance activities, nor (B) any indebtedness in

respect of any non-speculative derivative transactions entered into in connection with protection against fluctuations in any rate or price shall be deemed to be Indebtedness for the purpose of these Conditions;

Measurement Date means each day which is (i) the last day of the Issuer's financial year in any year in respect of which audited annual consolidated financial statements of the Issuer have been produced (the **Annual Measurement Date**) or (ii) the last day of each of the first three quarters of the Issuer's financial year in any year in respect of which unaudited quarterly consolidated financial statements of the Issuer have been produced (the **Quarterly Measurement Date**);

Net Interest Charges means the number set out under the heading "Total amount of financial income and expenses" (or any equivalent line item or net amount of the separate line items "Financial income" and "Financial expenses" or any equivalent line items) in the consolidated financial statements of the Issuer deducted by the sum of (i) the number set out under the heading "Valuation changes on financial assets recognised at fair value through profit or loss (financial income)" (or any equivalent line item) and (ii) the number set out under the heading "Valuation changes on financial assets recognised at fair value through profit or loss (financial expenses)" (or any equivalent line item), (i) and (ii) each in Note 4.2 (*Financial income and expenses*) (or any equivalent Note) to the consolidated financial statements of the Issuer;

Permitted Refinancing Indebtedness means any Indebtedness of the Issuer or any of its Subsidiaries raised or issued in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, exchange or discharge other Indebtedness of the Issuer or any of its Subsidiaries (other than intra-group Indebtedness); *provided that*:

- (a) the aggregate principal amount (or accretable value) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness renewed, refunded, refinanced, replaced, exchanged or discharged (plus all accrued interest on the Indebtedness and the amount of all fees and expenses, including premiums, incurred in connection therewith);
- (b) such Permitted Refinancing Indebtedness has a final maturity date, or may only be redeemed or repaid at the option of the Issuer or the relevant Subsidiary, as applicable, either (i) no earlier than the final maturity date of the Indebtedness being renewed, refunded, refinanced, replaced, exchanged or discharged or (ii) after the final maturity date of the Notes;
- (c) if the Indebtedness being renewed, refunded, refinanced, replaced, exchanged or discharged is expressly, contractually subordinated in right of payment to the Notes, such Permitted Refinancing Indebtedness is subordinated in right of payment to the Notes; and
- (d) if the Issuer was the obligor on the Indebtedness being renewed, refunded, refinanced, replaced, exchanged or discharged, such Indebtedness is incurred by the Issuer;

Permitted Security Interest means:

- (i) any Security Interest securing any Relevant Indebtedness of any Subsidiary of the Issuer acquired, so long as such Security Interest was outstanding on the date on which the relevant entity became a Subsidiary of the Issuer, was not created in contemplation of such entity becoming a Subsidiary of the Issuer and the principal amount of Relevant Indebtedness so secured was not increased in contemplation of such entity becoming a Subsidiary of the Issuer or since such entity became a Subsidiary of the Issuer; and
- (ii) the Security Interest existing as at the date of the applicable Final Terms in respect of the EUR 200,000,000 1.625 per cent. senior secured notes due 2023 issued by the Issuer (ISIN FI4000223532) (the Secured Notes) provided that (A) the principal amount of the Secured Notes outstanding as at the date of the applicable Final Terms is not increased; and (B) the Secured Notes are not secured by any additional property or assets on or after the date of the applicable Final Terms other than any Additional Collateral;

Person means any individual, company, corporation, firm, unincorporated association or body, partnership, trust, fund, joint venture or consortium, association, organisation, government, state or agency of a state or other entity, whether or not having separate legal personality;

Rate of Interest means the rate of interest payable from time to time in respect of Floating Rate Notes as determined in the manner specified in the applicable Final Terms;

Relevant Indebtedness means (a) any present or future indebtedness (whether being principal, premium, interest or other amounts) for or in respect of any notes, bonds, debentures, debenture stock, loan stock or other securities which are for the time being, or are capable of being, quoted, listed or ordinarily dealt in on any stock exchange, over-the-counter or other securities market, and (b) any guarantee or indemnity in respect of any such indebtedness;

Reporting Date means a date falling no later than 30 days after (a) the publication of the Issuer's annual consolidated financial statements, with respect to an Annual Measurement Date, or (b) the publication of the Issuer's unaudited quarterly consolidated financial statements, with respect to a Quarterly Measurement Date;

Secured Consolidated Total Indebtedness means any such amount of Consolidated Total Indebtedness that is secured in whole or in part by a Security Interest granted by the Issuer or a Subsidiary of the Issuer;

Secured Indebtedness means any Indebtedness that is secured in whole or in part by a Security Interest granted by the Issuer or a Subsidiary of the Issuer;

Secured Solvency Ratio means (i) the Secured Consolidated Total Indebtedness divided by (ii) Consolidated Total Assets;

Solvency Ratio means (i) the Consolidated Total Indebtedness (less cash and cash equivalents (as set out in the most recent audited annual or unaudited quarterly, as the case may be, consolidated financial statements of the Issuer)) divided by (ii) Consolidated Total Assets;

Subsidiary means in relation to the Issuer, any company (i) in which the Issuer holds a majority of the voting rights or (ii) of which the Issuer is a member and has the right to appoint or remove a majority of the board of directors or (iii) of which the Issuer is a member and controls a majority of the voting rights, and includes any company which is a Subsidiary of a Subsidiary of the Issuer; and

Testing Date means each day which is: (i) the last day of the Issuer's financial year in any year; or (ii) the last day of each of the first three quarters of the Issuer's financial year in any year.

5. INTEREST

5.1 Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

If the Notes are in definitive form, except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

As used in the Conditions, **Fixed Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (a) in the case of Fixed Rate Notes which are (i) represented by a Global Note or (ii) Registered Notes in definitive form, the aggregate outstanding nominal amount of (A) the Fixed Rate Notes represented by such Global Note or (B) such Registered Notes; or
 - (b) in the case of Fixed Rate Notes which are Bearer Notes in definitive form, the Calculation Amount,
- and, in each case, multiplying such sum by the applicable Day Count Fraction.

The resultant figure (including after application of any Fixed Coupon Amount or Broken Amount, as applicable, to the aggregate outstanding nominal amount of Fixed Rate Notes which are Registered Notes in definitive form or to the Calculation Amount in the case of Fixed Rate Notes which are Bearer Notes in definitive form) shall be rounded to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Where the Specified Denomination of a Fixed Rate Note which is a Bearer Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

In these Conditions:

Calculation Amount has the meaning given in the applicable Final Terms;

Day Count Fraction means, in respect of the calculation of an amount of interest, in accordance with this Condition 5.1:

- (a) if **Actual/Actual (ICMA)** is specified in the applicable Final Terms:
 - (i) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (A) the number of days in such Determination Period and (B) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
 - (ii) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
 - (A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
 - (B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
- (b) if **30/360** is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

Determination Period means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

sub-unit means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

5.2 Interest on Floating Rate Notes

(a) Interest Payment Dates

Each Floating Rate Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (A) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or
- (B) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an Interest Payment Date) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period. In these Conditions, **Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date or the relevant payment date if the Notes become payable on a date other than an Interest Payment Date.

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (A) in any case where Specified Periods are specified in accordance with Condition 5.2(a)(B), the Floating Rate Convention, such Interest Payment Date (I) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply mutatis mutandis or (II) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (a) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (b) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (B) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (C) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (D) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In these Conditions, **Business Day** means:

- I. a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and each Additional Business Centre (other than TARGET System) specified in the applicable Final Terms;
- II. if TARGET System is specified as an Additional Business Centre in the applicable Final Terms, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System (TARGET or T2) or any successor or replacement for that system (the **TARGET System**) is open; and
- III. either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which the TARGET System is open.

(b) **Rate of Interest**

The Rate of Interest payable in respect of Floating Rate Notes for each Interest Period will, subject as provided below, be either:

(A) the offered quotation; or

(B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate (being either EURIBOR, CIBOR, STIBOR or NIBOR, as specified in the applicable Final Terms) which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at 11.00 a.m. (Brussels time, in the case of EURIBOR, Copenhagen time, in the case of CIBOR or Stockholm time, in the case of STIBOR) or 12.00 noon (Oslo time, in the case of NIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Principal Paying Agent or the Calculation Agent, as applicable. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Principal Paying Agent or the Calculation Agent, as applicable, for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or if, in the case of Condition 5.2(b)(A), no offered quotation appears or, in the case of Condition 5.2(b)(B), fewer than three offered quotations appear, in each case as at the Specified Time, the Issuer shall request each of the Reference Banks to provide the Principal Paying Agent or the Calculation Agent, as applicable, with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Issuer with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Principal Paying Agent or the Calculation Agent, as applicable.

If on any Interest Determination Date one only or none of the Reference Banks provides the Issuer with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Principal Paying Agent or the Calculation Agent, as applicable, determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to the Principal Paying Agent or the Calculation Agent, as applicable, by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination

Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR), the Copenhagen inter-bank market (if the Reference Rate is CIBOR), the Stockholm inter-bank market (if the Reference Rate is STIBOR) or the Oslo inter-bank market (if the Reference Rate is NIBOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Principal Paying Agent or the Calculation Agent, as applicable, with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Principal Paying Agent or the Calculation Agent, as applicable, it is quoting to leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR), the Copenhagen inter-bank market (if the Reference Rate is CIBOR), the Stockholm inter-bank market (if the Reference Rate is STIBOR) or the Oslo inter-bank market (if the Reference Rate is NIBOR) plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

(c) **Minimum Rate of Interest and/or Maximum Rate of Interest**

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Condition 5.2(b) is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Condition 5.2(b) is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(d) **Determination of Rate of Interest and calculation of Interest Amounts**

The Principal Paying Agent or the Calculation Agent, as applicable, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Principal Paying Agent or the Calculation Agent, as applicable, will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to:

(A) in the case of Floating Rate Notes which are (i) represented by a Global Note or (ii) Registered Notes in definitive form, the aggregate outstanding nominal amount of (A) the Notes represented by such Global Note or (B) such Registered Notes; or

(B) in the case of Floating Rate Notes which are Bearer Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note which is a Bearer Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.

Day Count Fraction means, in respect of the calculation of an amount of interest in accordance with this Condition 5.2:

- (1) if **Actual/Actual (ISDA)** or **Actual/Actual** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (I) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (II) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (2) if **Actual/365 (Fixed)** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (3) if **Actual/365 (Sterling)** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (4) if **Actual/360** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (5) if **30/360, 360/360** or **Bond Basis** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

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

Y₂ is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

M₂ is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

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

- (6) if **30E/360** or **Eurobond Basis** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

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

Y₂ is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

M₂ is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

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

- (7) if 30E/360 (ISDA) is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

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

Y₂ is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

M₂ is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

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

(e) **Linear Interpolation**

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Principal Paying Agent or the Calculation Agent, as applicable, by straight line linear interpolation by reference to two rates based on the relevant Reference Rate, one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period **provided however that** if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Principal Paying Agent or the Calculation Agent, as applicable, shall determine such rate at such time and by reference to such sources as it determines appropriate.

Designated Maturity means the period of time designated in the Reference Rate.

(f) **Benchmark Event**

Notwithstanding the provisions above in this Condition 5.2, if the Issuer, in consultation with the party responsible for determining the Rate of Interest (being the Principal Paying Agent, the Calculation Agent or such other party specified in the applicable Final Terms, as applicable), determines that a Benchmark Event has occurred in relation to an Original Reference Rate at any time when the Conditions provide for any Rate of Interest (or any component part thereof) to be determined by reference to such Original Reference Rate, then the following provisions shall apply:

(A) *Independent Adviser*

The Issuer shall use reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine (acting in good faith and in a commercially reasonable manner) a Successor Rate, failing which an Alternative Rate and in either case, an Adjustment Spread and any Benchmark Amendments (each as defined and as further described below) no later than five Business Days prior to the Interest Determination Date relating to the next succeeding Interest Period (the **IA Determination Cut-off Date**) for the purposes of determining the Rate of Interest applicable to the Notes for such next succeeding Interest Period and for all future Interest Periods (subject to the subsequent operation of this Condition 5.2(f) during any other future Interest Period(s));

(B) *Successor Rate or Alternative Rate*

If the Independent Adviser (acting in good faith and in a commercially reasonable manner) determines that:

- (1) there is a Successor Rate, then such Successor Rate (as adjusted by the applicable Adjustment Spread as provided in Condition 5.2(f)(C)) shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the subsequent further operation of this Condition 5.2(f)); or
- (2) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate (as adjusted by the applicable Adjustment Spread as provided in Condition 5.2(f)(C)) shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the further operation of this Condition 5.2(f));

(C) *Adjustment Spread*

If a Successor Rate or Alternative Rate is determined in accordance with Condition 5.2(f)(B), the Independent Adviser acting in good faith and in a commercially reasonable manner shall determine an Adjustment Spread (which may be expressed as a specified quantum or a formula or methodology for determining the applicable Adjustment Spread (and, for the avoidance of doubt, an Adjustment Spread may be positive, negative or zero)), which Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant Rate of Interest (or a relevant component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable), subject to the subsequent further operation and adjustment as provided in this Condition 5.2(f).

(D) *Benchmark Amendments*

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 5.2(f) and the Independent Adviser (acting in good faith) determines (i) that amendments to these Conditions, the Trust Deed and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the **Benchmark Amendments**) and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5.2(f), without any requirement for the consent or approval of Noteholders or Couponholders, vary these Conditions, the Trust Deed and/or the Agency Agreement (as applicable) to give effect to such Benchmark Amendments with effect from the date specified in such notice.

For the avoidance of doubt, the Trustee and Principal Paying Agent shall, at the request and expense of the Issuer, agree to use their reasonable endeavours to effect such Benchmark Amendments, including, *inter alia*, by execution of a deed or agreement supplemental to the Trust Deed or the Agency Agreement (as applicable), as the Issuer determines and certifies to the Trustee and the Principal Paying Agent may be required in order to give effect to this Condition 5.2(f) and neither the Trustee nor the Principal Paying Agent shall be liable to any party for any consequence thereof; notwithstanding any other provision of this Condition 5.2(f), neither the Trustee nor the Principal Paying Agent (as applicable) shall be obliged to agree to any such Benchmark Amendments if the same would, in the sole opinion of the Trustee or the Principal Paying Agent (as applicable), expose it to any additional liabilities (in the case of the Trustee only against which it has not been indemnified, secured and/or pre-funded to its satisfaction) or increase the obligations, responsibilities or duties or reduce or amend its rights and/or the protective provisions afforded to it in the Trust Deed and/or these Conditions and/or the Agency Agreement (as applicable).

In connection with any such variation in accordance with this Condition 5.2(f), the Issuer shall comply with the rules of any stock exchange or other relevant authority on or by which the Notes are for the time being listed or admitted to trading.

(E) *Notices*

The Issuer shall no later than the IA Determination Cut-off Date notify the party responsible for determining the Rate of Interest (being the Principal Paying Agent, the Calculation Agent or such other party specified in the applicable Final Terms, as applicable), the Trustee, the Principal Paying Agent, the Paying Agents and, in accordance with Condition 14 (Notices), the Noteholders of any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 5.2(f). Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any. No later than notifying the Trustee and the Principal Paying Agent of the same, the Issuer shall deliver to the Trustee and the Principal Paying Agent a certificate signed by any two Authorised Signatories of the Issuer confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or Alternative Rate (as applicable), (iii) the Adjustment Spread and (iv) where applicable, the terms of any changes pursuant to Condition 5.2(f)(D) above and certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread. The Trustee and the Principal Paying Agent shall be entitled to rely on such certificate (without enquiry or liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) and without prejudice to the Trustee's and the Principal Paying Agent's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Principal Paying Agent, the Calculation Agent, the Paying Agents and the Noteholders.

(F) *Survival of Original Reference Rate*

Without prejudice to the obligations of the Issuer under this Condition 5.2(f), the Original Reference Rate and the fallback provisions provided for in Condition 5.2(f) will continue to apply unless and until the party responsible for determining the Rate of Interest (being the Principal Paying Agent, the Calculation Agent or such other party specified in the applicable Final Terms, as applicable) has been notified of the Successor Rate or the Alternative Rate (as the case may be), or, the applicable Adjustment Spread and Benchmark Amendments (if applicable), in accordance with Condition 5.2(f)(E).

(G) *Fallbacks*

If, following the occurrence of a Benchmark Event and in relation to the determination of the Rate of Interest on the immediately following Interest Determination Date, the Issuer is

unable to appoint an Independent Adviser or no Successor Rate or Alternative Rate (as applicable) is determined pursuant to this Condition 5.2(f) prior to the IA Determination Cut-off Date and the Relevant Screen Page is no longer available for use, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period).

For the avoidance of doubt, this Condition 5.2(f) shall apply to the determination of the Rate of Interest on the relevant Interest Determination Date only, and the Rate of Interest applicable to any subsequent Interest Period(s) is subject to the subsequent operation of, and to adjustment as provided in, this Condition 5.2(f).

For the purposes of this Condition 5.2(f):

Adjustment Spread means either a spread (which may be positive, negative or zero), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser acting in good faith and a commercially reasonable manner determines is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (A) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body;
- (B) (if no such recommendation or option has been made (or made available), or in the case of an Alternative Rate) the Independent Adviser (acting in good faith) determines is recognised or acknowledged as being in customary usage in international debt capital markets transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be);
- (C) (if the Independent Adviser determines that neither (A) nor (B) above applies) the Independent Adviser (acting in good faith) determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or
- (D) (if the Independent Adviser determines that none of (A), (B) or (C) applies) the Independent Adviser (acting in good faith) determines to be appropriate to reduce or eliminate, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be);

Alternative Rate means an alternative to the Original Reference Rate which the Independent Adviser (acting in good faith) determines in accordance with Condition 5.2(f)(B) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same Specified Currency as the Notes or, if the Independent Adviser determines there is no such rate, such other rate as the Independent Adviser (acting in good faith) determines is most comparable to the Original Reference Rate;

Benchmark Amendments has the meaning given to it in Condition 5.2(f)(D);

Benchmark Event means:

- (A) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing permanently to be calculated, administered and published;
- (B) the later of (i) the making of a public statement by the administrator or an insolvency official with jurisdiction over the administrator of the Original Reference Rate that it will, on or before a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (ii) the date falling six months prior to the date specified in (B)(i);
- (C) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued;
- (D) the later of (i) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (ii) the date falling six months prior to the date specified in (D)(i) above;
- (E) the later of (i) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case on or before a specified date and (ii) the date falling six months prior to the specified date referred to in (E)(i) above;
- (F) it has or will prior to the next Interest Determination Date become unlawful for any Paying Agent, the Principal Paying Agent, the Calculation Agent, the Issuer or any other party to calculate any payments due to be made to any Noteholder or Couponholder using the Original Reference Rate (including, without limitation, under the Benchmarks Regulation (EU) 2016/1011, if applicable); or
- (G) the later of (i) the making of a public statement by the supervisor of the administrator of such Original Reference Rate announcing that such Original Reference Rate is or will, on or before a specified date, be no longer representative and (ii) the date falling six months prior to the specified date referred to in (G)(i) above;

Independent Adviser means an independent financial institution of international repute or other independent financial adviser experienced in the international capital markets, in each case appointed by the Issuer at its own expense and notified in writing to the Trustee. For the avoidance of doubt, an Independent Adviser appointed pursuant to this Condition 5.2(f) shall act in good faith as an expert and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Issuer, the Trustee, the Paying Agents, the Noteholders or the Couponholders for any determination made by it pursuant to this Condition 5.2(f);

Original Reference Rate means the originally-specified Reference Rate used to determine the relevant Rate of Interest (or any component part thereof) in respect of any Interest Period(s) (provided that if, following one or more Benchmark Events, such originally-specified Reference Rate (or any Successor Rate or Alternative Rate which has replaced it) has been replaced by a (or a further) Successor Rate or Alternative Rate and a Benchmark Event subsequently occurs in respect of such Successor Rate or Alternative Rate, the term “Original Reference Rate” shall include any such Successor Rate or Alternative Rate);

Relevant Nominating Body means, in respect of an Original Reference Rate:

- (A) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the Original Reference Rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the Original Reference Rate; or

- (B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the Original Reference Rate relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the Original Reference Rate, (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof; and

Successor Rate means a successor to or replacement of the Original Reference Rate or, where a Successor Rate or an Alternative Rate has been determined pursuant to Condition 5.2(f)(B), such Successor Rate or Alternative Rate, as applicable, which is formally recommended, or formally provided as an option for parties to adopt, by any Relevant Nominating Body.

(g) Notification of Rate of Interest and Interest Amounts

The Principal Paying Agent or the Calculation Agent, as applicable, will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Trustee and any stock exchange on which the relevant Floating Rate Notes are for the time being listed and notice thereof to be published in accordance with Condition 14 (Notices) as soon as possible after their **determination** but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will promptly be notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 14 (Notices). For the purposes of this Condition 5.2(g), the expression **London Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

(h) Certificates to be final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5.2 by the Principal Paying Agent or, if applicable, the Calculation Agent, shall (in the absence of manifest error) be binding on the Issuer, the Principal Paying Agent, the Calculation Agent (if applicable), the other Agents and all Noteholders and Couponholders and (in the absence of wilful default or gross negligence) no liability to the Issuer, the Noteholders or the Couponholders shall attach to the Principal Paying Agent or, if applicable, the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

5.3 Accrual of interest

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (a) the date on which all amounts due in respect of such Note have been paid; and
- (b) as provided in the Trust Deed.

5.4 Calculation Agent

The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them in respect of any Notes and for so long as such Note is outstanding. Where more than one Calculation Agent is appointed in respect of any Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest payable from time to time or to calculate any Interest Amount, Final Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer, shall (with prior notification to the Trustee) appoint a leading bank or investment

banking firm engaged in the inter-bank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

6. PAYMENTS

6.1 Method of payment

Subject as provided below:

- (a) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively); and
- (b) payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee.

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 Condition 8 (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, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 8 (Taxation)) any law implementing an intergovernmental approach thereto.

6.2 Presentation of definitive Bearer Notes and Coupons

Payments of principal in respect of definitive Bearer Notes will (subject as provided below) be made in the manner provided in Condition 6.1 (Method of payment) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of definitive Bearer Notes, and payments of interest in respect of definitive Bearer Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)).

Fixed Rate Notes in definitive bearer form (other than Long Maturity Notes (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of ten years after the Relevant Date (as defined in Condition 8 (Taxation)) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 9 (Prescription)) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive bearer form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note or Long Maturity Note in definitive bearer form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A **Long Maturity Note** is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a

Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon **provided that** such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.

If the due date for redemption of any definitive Bearer Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Bearer Note.

6.3 Payments in respect of Bearer Global Notes

Payments of principal and interest (if any) in respect of Notes represented by any Global Note in bearer form will (subject as provided below) be made in the manner specified above in relation to definitive Bearer Notes or otherwise in the manner specified in the relevant Global Note, where applicable against presentation or surrender, as the case may be, of such Global Note at the specified office of any Paying Agent outside the United States. A record of each payment made, distinguishing between any payment of principal and any payment of interest, will be made either on such Global Note by the Paying Agent to which it was presented or in the records of Euroclear and Clearstream, Luxembourg, as applicable.

6.4 Payments in respect of Registered Notes

Payments of principal in respect of each Registered Note (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Note at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Note appearing in the register of holders of the Registered Notes maintained by the Registrar (the **Register**) (a) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date, and (b) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date. For these purposes, **Designated Account** means the account (which, in the case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) maintained by a holder with a Designated Bank and identified as such in the Register and **Designated Bank** means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) and (in the case of a payment in euro) any bank which processes payments in euro.

Payments of interest in respect of each Registered Note (whether or not in global form) will be made by transfer on the due date to the Designated Account of the holder (or the first named of joint holders) of the Registered Note appearing in the Register (a) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date, and (b) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the relevant due date (the **Record Date**). Payment of the interest due in respect of each Registered Note on redemption will be made in the same manner as payment of the nominal amount of such Registered Note.

No commissions or expenses shall be charged to the holders by the Registrar in respect of any payments of principal or interest in respect of Registered Notes.

None of the Issuer, the Trustee or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

6.5 General provisions applicable to payments

The holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Notes represented by such Global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for their share of each payment so made by the Issuer to, or to the order of, the holder of such Global Note.

Notwithstanding the foregoing provisions of this Condition 6.5, if any amount of principal and/or interest in respect of Bearer Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Notes will be made at the specified office of a Paying Agent in the United States if:

- (a) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Bearer Notes in the manner provided above when due;
- (b) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (c) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

6.6 Payment Day

If the date for payment of any amount in respect of any Note or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, **Payment Day** means any day which (subject to Condition 9 (Prescription)) is:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits):
 - (i) in the case of Notes in definitive form only, in the relevant place of presentation; and
 - (ii) in each Additional Financial Centre (other than TARGET System) specified in the applicable Final Terms;
- (b) if TARGET System is specified as an Additional Financial Centre in the applicable Final Terms, a day on which the TARGET System is open; and
- (c) either (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (ii) in relation to any sum payable in euro, a day on which the TARGET System is open.

6.7 Interpretation of principal and interest

Any reference in the Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (a) any additional amounts which may be payable with respect to principal under Condition 8 (Taxation) or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed;
- (b) the Final Redemption Amount of the Notes;
- (c) the Early Redemption Amount of the Notes;
- (d) the Optional Redemption Amount(s) (if any) of the Notes;
- (e) the Change of Control Redemption Amount (if any) of the Notes; and
- (f) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in the Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8 (Taxation) or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed.

7. REDEMPTION AND PURCHASE

7.1 Redemption at maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer at its Final Redemption Amount specified in the applicable Final Terms in the relevant Specified Currency on the Maturity Date specified in the applicable Final Terms.

7.2 Redemption for tax reasons

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note), on giving not less than the minimum period nor more than the maximum period of notice each as specified in the applicable Final Terms to the Trustee and the Principal Paying Agent and, in accordance with Condition 14 (Notices), the Noteholders (which notice shall be irrevocable), if the Issuer satisfies the Trustee immediately before the giving of such notice that:

- (a) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 (Taxation) as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 8 (Taxation)) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes; and
- (b) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Prior to the publication of any notice of redemption pursuant to this Condition 7.2, the Issuer shall deliver to the Trustee to make available at their specified office to the Noteholders (i) a certificate signed by any two Authorised Signatories of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and (ii) an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment. The Trustee shall be entitled to accept the certificate (without liability or inquiry to any person) as sufficient

evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Noteholders and the Couponholders.

Notes redeemed pursuant to this Condition 7.2 will be redeemed at their Early Redemption Amount referred to in Condition 7.8 (Early Redemption Amounts) below together with any interest accrued to (but excluding) the date of redemption.

7.3 Redemption at the option of the Issuer (Issuer Call)

If Issuer Call is specified as being applicable in the applicable Final Terms, the Issuer may, having given not less than the minimum period nor more than the maximum period of notice each as specified in applicable Final Terms to the Noteholders in accordance with Condition 14 (Notices) (which notice shall be irrevocable (other than in the circumstances set out in the next sentence) and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) each as specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date.

Where the Optional Redemption Amount is Spens Amount or Make-whole Amount, any such notice of redemption may, at the Issuer's discretion, be subject to one or more conditions precedent, in which case such notice shall state that, in the Issuer's discretion, the Optional Redemption Date may be delayed until such time as any or all such conditions shall be satisfied (or waived by the Issuer in its sole discretion), or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied (or waived by the Issuer in its sole discretion) by the Optional Redemption Date, or by the Optional Redemption Date so delayed. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms.

The Optional Redemption Amount will either be the specified percentage of the nominal amount of the Notes stated in the applicable Final Terms or, if either Spens Amount or Make-whole Amount is specified in the applicable Final Terms, will be:

- (a) if Spens Amount is specified as being applicable in the applicable Final Terms, the higher of (i) 100 per cent. of the nominal amount outstanding of the Notes to be redeemed and (ii) the nominal amount outstanding of the Notes to be redeemed multiplied by the price, as reported to the Issuer, the Trustee and the Principal Paying Agent by the Determination Agent, at which the Gross Redemption Yield on such Notes on the Reference Date is equal to the Gross Redemption Yield (determined by reference to the middle market price) at the Quotation Time on the Reference Date of the Reference Bond, plus the Redemption Margin; or
- (b) if Make-whole Amount is specified as applicable in the applicable Final Terms, the higher of (i) 100 per cent. of the nominal amount outstanding of the Notes to be redeemed and (ii) the sum of the present values of the nominal amount outstanding of the Notes to be redeemed and the Remaining Term Interest on such Notes (exclusive of interest accrued to the date of redemption) and such present values shall be calculated by discounting such amounts to the date of redemption on an annual basis (based on the Day Count Fraction specified in the applicable Final Terms) at the Reference Bond Rate, plus the Redemption Margin, all as determined by the Determination Agent.

In this Condition 7.3:

DA Selected Bond means a government security or securities (which if the Specified Currency is euro, will be a German *Bundesobligationen*) selected by the Determination Agent as having an actual or interpolated maturity comparable with the remaining term of the Notes, that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the Specified Currency and of a comparable maturity to the remaining term of the Notes;

Determination Agent means a leading investment bank or financial institution of international standing selected by the Issuer and notified in writing to the Trustee;

Gross Redemption Yield means, with respect to a security, the gross redemption yield on such security, expressed as a percentage and calculated by the Determination Agent on the basis set out by the United Kingdom Debt Management Office in the paper “Formulae for Calculating Gilt Prices from Yields”, page 4, Section One: Price/Yield Formulae “Conventional Gilts”; “Double dated and Undated Gilts with Assumed (or Actual) Redemption on a Quasi-Coupon Date” (published 8 June 1998, as amended or updated from time to time) on a semi-annual compounding basis (converted to an annualised yield and rounded up (if necessary) to four decimal places) or, if such formula does not reflect generally accepted market practice at the time of redemption, a gross redemption yield calculated in accordance with generally accepted market practice at such time as determined by the Determination Agent;

Quotation Time shall be as set out in the applicable Final Terms;

Redemption Margin shall be as set out in the applicable Final Terms;

Reference Bond shall be as set out in the applicable Final Terms or the DA Selected Bond;

Reference Bond Price means, with respect to any date of redemption, (a) the arithmetic average of the Reference Government Bond Dealer Quotations for such date of redemption, after excluding the highest and lowest such Reference Government Bond Dealer Quotations, or (b) if the Determination Agent obtains fewer than four such Reference Government Bond Dealer Quotations, the arithmetic average of all such quotations, or (c) if the Determination Agent obtains only one such Reference Government Bond Dealer Quotation, such quotation so obtained, or (d) if no Reference Government Bond Dealer Quotations are provided, the price determined by the Determination Agent (or failing which the Issuer, in consultation with the Determination Agent), acting in a commercially reasonable manner, at such time and by reference to such sources as it deems appropriate;

Reference Bond Rate means, with respect to any date of redemption, the rate per annum equal to the annual or semi-annual yield (as the case may be) to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reference Bond, assuming a price for the Reference Bond (expressed as a percentage of its nominal amount) equal to the Reference Bond Price for such date of redemption;

Reference Date will be set out in the relevant notice of redemption;

Reference Government Bond Dealer means each of five banks selected by the Issuer, or their affiliates, which are (a) primary government securities dealers, and their respective successors, or (b) market makers in pricing corporate bond issues;

Reference Government Bond Dealer Quotations means, with respect to each Reference Government Bond Dealer and any date of redemption, the arithmetic average, as determined by the Determination Agent, of the bid and offered prices for the Reference Bond (expressed in each case as a percentage of its nominal amount) at the Quotation Time on the Reference Date quoted in writing to the Determination Agent by such Reference Government Bond Dealer; and

Remaining Term Interest means, with respect to any Note, the aggregate amount of scheduled payment(s) of interest on such Note for the remaining term to maturity of such Note (or, if Issuer Par Call is specified as being applicable in the applicable Final Terms, the remaining term up to the Par Call Period Commencement Date as specified in the applicable Final Terms) determined on the basis of the rate of interest applicable to such Note from and including the date on which such Note is to be redeemed by the Issuer pursuant to this Condition 7.3.

In the case of a partial redemption of Notes, the Notes to be redeemed (**Redeemed Notes**) will (a) in the case of Redeemed Notes represented by definitive Notes, be selected individually by lot, not more than 30 days prior to the date fixed for redemption and (b) in the case of Redeemed Notes represented by a Global Note, be selected in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion). In the case of Redeemed Notes represented by definitive Notes, a list

of the serial numbers of such Redeemed Notes will be published in accordance with Condition 14 (Notices) not less than 15 days prior to the date fixed for redemption.

7.4 Redemption at the option of the Issuer (Issuer Par Call)

If Issuer Par Call is specified as being applicable in the applicable Final Terms, the Issuer may, having given not less than the minimum period nor more than the maximum period of notice specified in applicable Final Terms to the Noteholders in accordance with Condition 14 (Notices) (which notice shall be irrevocable and specify the date fixed for redemption), redeem the Notes then outstanding in whole, but not in part, at any time during the Par Call Period specified as being applicable in the applicable Final Terms, at the Final Redemption Amount specified in the applicable Final Terms, together (if appropriate) with interest accrued but unpaid to (but excluding) the date fixed for redemption.

7.5 Redemption at the option of the Noteholders (Investor Put)

If Investor Put is specified as being applicable in the applicable Final Terms, upon the holder of any Note giving to the Issuer in accordance with Condition 14 (Notices) not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms, the Issuer will, upon the expiry of such notice, redeem such Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date.

To exercise the right to require redemption of this Note the holder of this Note must, if this Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (a **Put Notice**) and in which the holder must specify a bank account to which payment is to be made under this Condition 7.5 and, in the case of Registered Notes, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 2.2 (Transfers of Registered Notes in definitive form). If this Note is in definitive bearer form, the Put Notice must be accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control.

If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on their instruction by Euroclear, Clearstream, Luxembourg, or any common depositary or common safekeeper, as the case may be for them to the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time.

Any Put Notice or other notice given in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg by a holder of any Note pursuant to this Condition 7.5 shall be irrevocable except where, prior to the due date of redemption, an Event of Default has occurred and the Trustee has declared the Notes to be due and payable pursuant to Condition 10 (Events of Default and Enforcement), in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 7.5 and instead to declare such Note forthwith due and payable pursuant to Condition 10 (Events of Default and Enforcement).

7.6 Redemption at the option of the Noteholders upon a Change of Control (Change of Control Put)

If a Change of Control Put is specified in the applicable Final Terms, upon the occurrence of a Change of Control Put Event (as defined below), each Noteholder will have the option (the **Change of Control Put Option**) to require the Issuer to redeem or, at the Issuer's option, purchase (or procure the purchase of) that

Noteholder's Notes on the Change of Control Put Date (as defined below) at the Change of Control Redemption Amount together with interest accrued to but excluding the date of redemption or purchase.

Promptly upon the Issuer becoming aware that a Change of Control Put Event has occurred and, in any event, within five days of the Issuer becoming aware that such Change of Control Put Event has occurred, the Issuer shall, and at any time upon the Trustee becoming so aware (the Issuer having failed to do so) the Trustee may, and, if so requested by the holders of at least one-quarter in nominal amount of the Notes then outstanding, shall, (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction) give notice (a **Change of Control Put Event Notice**) to the Noteholders in accordance with Condition 14 (Notices) specifying the nature of the Change of Control Put Event and the procedure for exercising the Change of Control Put Option.

To exercise the Change of Control Put Option, the holder of this Note must, if this Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar, on any Payment Day (as defined in Condition 6.6 (Payment Day)) at the place of such specified office falling within the Change of Control Put Period (as defined below), a duly signed and completed notice of exercise in the form (for the time being current obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (a **Change of Control Put Exercise Notice**)) and in which the holder must specify a bank account (or, if payment is to be made by cheque, an address) to which payment is to be made under this Condition 7.6 and, in the case of Registered Notes, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 2.2 (Transfers of Registered Notes in definitive form). If this Note is in definitive bearer form, the Change of Control Put Exercise Notice must be accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following the delivery of the Change of Control Put Exercise Notice, be held to its order or under its control.

If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption or, as the case may be, purchase of this Note under this Condition 7.6 the holder of this Note must, within the Change of Control Put Period, give notice to the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) of such exercise in accordance with the standard procedures of Euroclear and/or Clearstream, Luxembourg (which may include notice being given on their instruction by Euroclear and/or Clearstream, Luxembourg or any common depositary or common safekeeper, as the case may be, for them to the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) by electronic means) in a form acceptable to Euroclear and/or Clearstream, Luxembourg from time to time.

A Change of Control Put Exercise Notice given by a holder of any Note shall be irrevocable except where, prior to the due date of redemption or purchase, an Event of Default has occurred and the Trustee has declared the Notes to be due and payable pursuant to Condition 10 (Events of Default and Enforcement), in which event such holder, at its option, may elect by notice to the Issuer to withdraw the Change of Control Put Exercise Notice given pursuant to this Condition 7.6 and instead treat its Notes as being forthwith due and payable pursuant to Condition 10 (Events of Default and Enforcement).

Any Note which is the subject of a Change of Control Put Exercise Notice which has been delivered as described above prior to the expiry of the Change of Control Put Period shall be redeemed or, as the case may be, purchased by (or on behalf of) the Issuer on the date which is the seventh Business Day as defined in Condition 5.2(a) (Interest Payment Dates) immediately following the last day of the Change of Control Put Period (the **Change of Control Put Date**).

The Trustee shall not be required to take any steps to ascertain whether a Change of Control Put Event or Change of Control or any event which could lead to the occurrence of, or could constitute, a Change of Control Put Event or Change of Control has occurred and, until it shall have received notice thereof pursuant to the Trust Deed to the contrary, the Trustee may assume that no Change of Control Put Event or Change of Control or other such event has occurred.

In these Conditions:

a **Change of Control Put Event** will be deemed to occur if:

- (a) a person or persons, acting together, acquire:
 - (i) the beneficial ownership (directly or indirectly) of more than 50 per cent. of the total voting rights represented by Shares of the Issuer; or
 - (ii) the power to appoint or remove the majority of the members of the board of directors of the Issuer (each such event being, a **Change of Control**); and
- (b) on the date (the **Relevant Announcement Date**) that is the earlier of (i) the date of the earliest Potential Change of Control Announcement (as defined below) (if any) and (ii) the date of the first public announcement of the relevant Change of Control:
 - (i) the Issuer has been assigned an investment grade credit rating (*Baa3/BBB-/BBB-, or equivalent, or better*) (an **Investment Grade Rating**) from one or more Rating Agencies and, within the Change of Control Period, such Rating Agency downgrades its rating of the Issuer to a non-investment grade credit rating (*Ba1/BB+/BB+ or equivalent, or worse*) or withdraws its rating of the Issuer and such rating is not within the Change of Control Period restored to an Investment Grade Rating by one or more such Rating Agency or replaced by an Investment Grade Rating of another Rating Agency; or
 - (ii) the Issuer is not assigned an Investment Grade Rating from at least one Rating Agency and the Issuer is not able to acquire and maintain thereafter an Investment Grade Rating during the Change of Control Period from at least one Rating Agency; and
- (c) in making the relevant decision to downgrade or withdraw a credit rating pursuant to paragraph (ii) above or to decline to confer an Investment Grade Rating, the relevant Rating Agency announces publicly or confirms in writing to the Issuer or the Trustee that such decision(s) resulted, in whole or in part, from the occurrence of the Change of Control or the Potential Change of Control Announcement. Upon receipt by the Issuer or the Trustee of any such written confirmation, the Issuer shall forthwith give notice of such written confirmation to the Noteholders in accordance with Condition 14 (Notices).

If the rating designations employed by S&P, Moody's or Fitch are changed from those which are described in paragraph (b) of the definition of **Change of Control Put Event** above, or if a rating is procured from a Substitute Rating Agency, the Issuer shall determine the rating designations of S&P, Moody's or Fitch or such Substitute Rating Agency (as appropriate) as are most equivalent to the prior rating designations of S&P, Moody's or Fitch and this Condition 7.6 shall be construed accordingly.

Change of Control Period means the period commencing on the Relevant Announcement Date and ending 180 days after the Change of Control (or such longer period for which the Issuer is under consideration (such consideration having been announced publicly within the period ending 180 days after the Change of Control)) for rating review or, as the case may be, rating by a Rating Agency, such period not to exceed 180 days after the public announcement of such consideration;

Change of Control Put Period means the period from, and including, the date of a Change of Control Put Event Notice to, but excluding, the 30th day following the date of the Change of Control Put Event Notice or, if earlier, the eighth day immediately preceding the Maturity Date;

Fitch means Fitch Ratings Limited;

Moody's means Moody's Investors Services Limited;

Potential Change of Control Announcement means any public announcement or statement by or on behalf of the Issuer, any actual or potential bidder or any adviser acting on behalf of any actual or potential bidder relating to any potential Change of Control where within 180 days following the date of such announcement or statement, a Change of Control occurs; and

Rating Agency means S&P, Moody's or Fitch or any of their respective successors or any other rating agency (a **Substitute Rating Agency**) of equivalent international standing specified by the Issuer from time to time and approved by the Trustee in writing; and

S&P means S&P Global Ratings Europe Limited.

7.7 Clean-Up Call

If Clean-up Call is specified as being applicable in the applicable Final Terms, in the event that 80 per cent. or more in principal amount of the Notes then outstanding (which shall include, for these purposes, any further Notes issued pursuant to Condition 18 (Further Issues)) have been redeemed pursuant to Conditions 7.5 (Redemption at the option of the Noteholders (Investor Put)) and/or 7.6 (Redemption at the option of the Noteholders upon a Change of Control (Change of Control Put)) or purchased and cancelled, the Issuer may, having given not less than the minimum period nor more than the maximum period of notice specified in applicable Final Terms to the Trustee, the Principal Paying Agent and the Noteholders in accordance with Condition 14 (Notices), redeem or, at the Issuer's option, purchase (or procure the purchase of) all but not some only of, the Notes then outstanding at their principal amount together with interest accrued to but excluding the date of such redemption. The notice referred to in the preceding sentence shall be irrevocable and shall specify the date fixed for redemption.

7.8 Early Redemption Amounts

For the purpose of Condition 7.2 (Redemption for tax reasons) and Condition 10 (Events of Default and Enforcement):

- (a) each Note (other than a Zero Coupon Note) will be redeemed at its Early Redemption Amount as specified in the applicable Final Terms; or
- (b) each Zero Coupon Note will be redeemed at its Early Redemption Amount being an amount calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times (1 + \text{AY})^y$$

where:

RP means the Reference Price;

AY means the Accrual Yield (as specified in the applicable Final Terms) expressed as a decimal; and

y is the Day Count Fraction specified in the applicable Final Terms which will be either (i) 30/360 (in which case the numerator will be equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (ii) Actual/360 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (iii) Actual/365 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 365).

7.9 Purchases

The Issuer, or any Subsidiary of the Issuer may at any time purchase Notes (**provided that**, in the case of definitive Bearer Notes, all unmatured Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. Such Notes may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent and/or the Registrar for cancellation.

7.10 Cancellation

All Notes which are redeemed will forthwith be cancelled (together with all unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and any Notes purchased and cancelled pursuant to Condition 7.9 (Purchases) above (together with all unmatured Coupons and Talons cancelled therewith) shall be forwarded to the Principal Paying Agent and cannot be reissued or resold.

7.11 Late payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 7.1 (Redemption at maturity), 7.2 (Redemption for tax reasons), 7.3 (Redemption at the option of the Issuer (Issuer Call)), 7.4 (Redemption at the option of the Issuer (Issuer Par Call)), 7.5 (Redemption at the option of the Noteholders (Investor Put)), 7.6 (Redemption at the option of the Noteholders upon a Change of Control (Change of Control Put)) or 7.7 (Clean-up Call) above or upon its becoming due and repayable as provided in Condition 10 (Events of Default and Enforcement) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 7.8(b) as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- (a) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (b) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Trustee or the Principal Paying Agent or the Registrar and notice to that effect has been given to the Noteholders in accordance with Condition 14 (Notices).

8. TAXATION

All payments of principal and interest in respect of the Notes and Coupons by or on behalf of the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note or Coupon:

- (a) presented for payment in the Republic of Finland; or
- (b) the holder of which is liable for such taxes or duties in respect of such Note or Coupon by reason of the holder having some connection with a Tax Jurisdiction other than the mere holding of such Note or Coupon; or
- (c) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 6.6 (Payment Day)).

As used in these Conditions:

- (d) **Tax Jurisdiction** means the Republic of Finland (or any political subdivision or any authority thereof or therein having power to tax) or any other jurisdiction (or any political subdivision or any authority thereof or therein having power to tax) to which payments made by the Issuer of principal and interest on the Notes become generally subject; and
- (e) the **Relevant Date** means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Trustee or the Principal Paying Agent or the Registrar, as the case may be, on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 14 (Notices).

9. PRESCRIPTION

The Notes (whether in bearer or registered form) and Coupons will become void unless claims in respect of principal and/or interest are made within a period of ten years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 8 (Taxation)) therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 9 or Condition 6.2 (Presentation of definitive Bearer Notes and Coupons) or any Talon which would be void pursuant to Condition 6.2 (Presentation of definitive Bearer Notes and Coupons).

10. EVENTS OF DEFAULT AND ENFORCEMENT

10.1 Events of Default

The Trustee at its discretion may, and if so requested in writing by the holders of at least one-fifth in nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall (subject in each case to being indemnified and/or secured and/or pre-funded to its satisfaction), (but in the case of the happening of any of the events described in paragraphs 10.1(b) to 10.1(d) (other than the winding up or dissolution of the Issuer) and 10.1(f) to (h) inclusive below, only if the Trustee shall have certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Noteholders), give notice in writing to the Issuer that each Note is, and each Note shall thereupon immediately become, due and repayable at its Early Redemption Amount together with accrued interest as provided in the Trust Deed if any of the following events (each an **Event of Default**) occurs and is continuing:

- (a) if default is made in the payment in the Specified Currency of any principal or interest due in respect of the Notes or any of them and the default continues for a period of seven days in the case of principal and 14 days in the case of interest; or
- (b) if the Issuer fails to perform or observe any of its other obligations under these Conditions or the Trust Deed and (except in any case where, in the opinion of the Trustee, the failure is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues unremedied for the period of 30 days after the service by the Trustee on the Issuer of written notice requiring the same to be remedied; or
- (c) if (i) any Indebtedness for Borrowed Money (as defined below) of the Issuer or any of its Subsidiaries becomes capable of being declared due and repayable prematurely by reason of an event of default (however described); (ii) the Issuer or any of its Subsidiaries fails to make any payment in respect of any Indebtedness for Borrowed Money on the due date for payment (as extended by any originally applicable grace period); (iii) any security given by the Issuer or any of its Subsidiaries for any Indebtedness for Borrowed Money becomes enforceable; or (iv) default is made by the Issuer or any of its Subsidiaries in making any payment due under any guarantee and/or indemnity given by it in relation to any Indebtedness for Borrowed Money of any other person; **provided that** no event described in this subparagraph 10.1(c) shall constitute an Event of Default unless the relevant amount of Indebtedness for Borrowed Money or other relative liability due and unpaid, either alone or when aggregated (without duplication) with other amounts of Indebtedness for Borrowed Money and/or

other liabilities due and unpaid relative to all (if any) other events specified in (i) to (iv) above, amounts to at least 1 per cent. of the Consolidated Total Assets; or

- (d) if any order is made by any competent court or resolution passed for the winding up or dissolution of the Issuer or any of its Material Subsidiaries, save for the purposes of reorganisation on terms approved in writing by the Trustee or by an Extraordinary Resolution; or
- (e) if the Issuer ceases or threatens to cease to carry on the whole or a substantial part of its business or any of its Material Subsidiaries ceases or threatens to cease to carry on the whole or a substantial part of its business, save for the purposes of any reorganisation on terms previously approved in writing by the Trustee or by an Extraordinary Resolution, or the Issuer or any of its Material Subsidiaries stops or threatens to stop payment of, or is unable to, or admits inability to, pay, its debts (or any class of its debts) as they fall due, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent; or
- (f) if (i) proceedings are initiated against the Issuer or any of its Material Subsidiaries under any applicable liquidation (*selvitystila*), bankruptcy (*konkurssi*), composition, reorganisation (*yriytyssaneeraus*) or other similar laws, or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer or any of its Material Subsidiaries or, as the case may be, in relation to the whole or any part of the undertaking or assets of any of them, or an encumbrancer takes possession of the whole or any part of the undertaking or assets of any of them, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or any part of the undertaking or assets of any of them and (ii) in any case (other than the appointment of an administrator or an administrative receiver appointed following presentation of a petition for an administration order) unless initiated by the relevant company, is not discharged within 30 days; or
- (g) if the Issuer or any of its Material Subsidiaries (or their respective directors or shareholders) initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including the obtaining of a moratorium) or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors); or
- (h) if any event occurs which, under the laws of any relevant jurisdiction, has or may have, in the Trustee's opinion, an analogous effect to any of the events referred to in paragraphs (d) to (g) above.

10.2 Enforcement

The Trustee may at any time, at its discretion and without notice, take such proceedings against the Issuer as it may think fit to enforce the provisions of the Trust Deed, the Notes and/or the Coupons, but it shall not be bound to take any such proceedings or any other action in relation to the Trust Deed, the Notes or the Coupons unless (a) it shall have been so directed by an Extraordinary Resolution or so requested in writing by the holders of at least one-fifth in nominal amount of the Notes then outstanding and (b) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction.

No Noteholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed (i) fails so to do within 60 days, or (ii) is unable for any reason to do so and the failure or inability shall be continuing.

10.3 Definitions

For the purposes of the Conditions:

Material Subsidiary means, at any particular time, a Subsidiary of the Issuer:

- (a) whose total assets or total revenues (where the Subsidiary in question prepares consolidated accounts, whose total consolidated assets or total consolidated revenues) attributable to the Issuer represent not less than 5 per cent. of the total consolidated assets or total consolidated revenues of the Issuer, all as calculated by reference to the then latest audited accounts (or consolidated accounts, as the case may be) of such Subsidiary and the then latest audited consolidated accounts of the Issuer and its consolidated Subsidiaries; or
- (b) to which is transferred all or substantially all of the assets and undertaking of a Subsidiary which immediately prior to such transfer is a Material Subsidiary; all as more particularly defined in the Trust Deed; and

Indebtedness for Borrowed Money means any indebtedness (whether being principal, premium, interest or other amounts) for or in respect of any borrowed money or any liability under or in respect of any acceptance or acceptance credit or any notes, bonds, debentures, debenture stock, loan stock or other securities.

11. REPLACEMENT OF NOTES, COUPONS AND TALONS

Should any Note, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Principal Paying Agent (in the case of Bearer Notes or Coupons) or the Registrar (in the case of Registered Notes) upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes, Coupons or Talons must be surrendered before replacements will be issued.

12. AGENTS

The initial Agents are set out above. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Final Terms.

The Issuer is entitled, with the prior written approval of the Trustee, to vary or terminate the appointment of any Agent and/or appoint additional or other Agents and/or approve any change in the specified office through which any Agent acts, **provided that:**

- (a) there will at all times be a Principal Paying Agent and a Registrar;
- (b) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent (in the case of Bearer Notes) and a Transfer Agent (in the case of Registered Notes) with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority; and
- (c) there will at all times be a Paying Agent in a jurisdiction within Europe, other than the jurisdiction in which the Issuer is incorporated.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 6.5 (General provisions applicable to payments). Notice of any variation, termination, appointment or change in Paying Agents will be given to the Noteholders promptly by the Issuer in accordance with Condition 14 (Notices).

In acting under the Agency Agreement, the Agents act solely as agents of the Issuer and, in certain circumstances specified therein, of the Trustee and do not assume any obligation to, or relationship of

agency or trust with, any Noteholder or Couponholder. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

13. EXCHANGE OF TALONS

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of any Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 9 (Prescription).

14. NOTICES

All notices regarding the Bearer Notes will be deemed to be validly given if published in a leading English language daily newspaper of general circulation in London. It is expected that any such publication in a newspaper will be made in the *Financial Times* in London. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Bearer Notes are for the time being listed or by which they have been admitted to trading including publication on the website of the relevant stock exchange or relevant authority if required by those rules. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

All notices regarding the Registered Notes will be deemed to be validly given if sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Registered Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules.

Until such time as any definitive Notes are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such publication in such newspaper(s) or such mailing the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Notes and, in addition, for so long as any Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules. Any such notice shall be deemed to have been given to the holders of the Notes on the day after the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg.

Notices to be given by any holder of Notes shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes). Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Principal Paying Agent or the Registrar through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Principal Paying Agent, the Registrar and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

15. SUBSTITUTION

The Trustee may, without the consent of the Noteholders or Couponholders, agree with the Issuer to the substitution in place of the Issuer (or of any previous substitute under this Condition 15) as the principal debtor under the Notes, the Coupons and the Trust Deed of any company being a Subsidiary of the Issuer, subject to:

- (i) the Notes being unconditionally and irrevocably guaranteed by the Issuer;
- (ii) the Trustee being satisfied that the substitution is not materially prejudicial to the interests of the Noteholders; and
- (iii) certain other conditions set out in the Trust Deed being complied with.

16. MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER, AUTHORISATION AND DETERMINATION

16.1 Meetings of Noteholders

The Trust Deed contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Coupons or any of the provisions of the Trust Deed. Such a meeting may be convened by the Issuer or the Trustee and shall be convened by the Issuer if required in writing by Noteholders holding not less than ten per cent. in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes or the Coupons or the Trust Deed (including modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes or the Coupons in certain respects), the quorum shall be one or more persons holding or representing not less than two-thirds in nominal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one-third in nominal amount of the Notes for the time being outstanding. The Trust Deed provides that (a) a resolution passed at a meeting duly convened and held in accordance with the Trust Deed by a majority consisting of not less than three-fourths of the votes cast on such resolution, (b) a resolution in writing signed by or on behalf of the holders of not less than three-fourths in nominal amount of the Notes for the time being outstanding or (c) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the holders of not less than three-fourths in nominal amount of the Notes for the time being outstanding, shall, in each case, be effective as an Extraordinary Resolution of the Noteholders. An Extraordinary Resolution passed by the Noteholders will be binding on all Noteholders, whether or not they are present at any meeting and whether or not they voted on the resolution, and on all Couponholders.

16.2 Modification, Waiver, Authorisation and Determination

The Trustee may agree, without the consent of the Noteholders or Couponholders, to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of these Conditions or any of the provisions of the Trust Deed or the Agency Agreement, or determine, without any such consent as aforesaid, that any Event of Default or Potential Event of Default (as defined in the Trust Deed) shall not be treated as such (**provided that**, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders) or may agree, without any such consent as aforesaid, to any modification which, in its opinion, is of a formal, minor or technical nature or to correct a manifest error or an error which, in the opinion of the Trustee, is proven.

In addition, the Trustee shall be obliged to use its reasonable endeavours to effect any Benchmark Amendments in the circumstances otherwise set out in Condition 5.2(f) without any requirement for consent or approval of the Noteholders or Couponholders.

16.3 Trustee to have Regard to Interests of Noteholders as a Class

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation, determination or substitution), the Trustee shall have regard to the general interests of the Noteholders as a class but shall not have regard to any interests

arising from circumstances particular to individual Noteholders or Couponholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Noteholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Noteholders or Couponholders except to the extent already provided for in Condition 8 (Taxation) and/or any undertaking or covenant given in addition to, or in substitution for, Condition 8 (Taxation) pursuant to the Trust Deed.

16.4 Notification to the Noteholders

Any modification, abrogation, waiver, authorisation, determination or substitution shall be binding on the Noteholders and the Couponholders and, unless the Trustee agrees otherwise, any modification or substitution shall be notified by the Issuer to the Noteholders as soon as practicable thereafter in accordance with Condition 14 (Notices).

17. INDEMNIFICATION AND PROTECTION OF THE TRUSTEE AND ITS CONTRACTING WITH THE ISSUER

17.1 Indemnification and protection of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility and liability towards the Issuer, the Noteholders and the Couponholders, including (a) provisions relieving it from taking action unless indemnified and/or secured and/or pre-funded to its satisfaction and (b) provisions limiting or excluding its liability in certain circumstances. The Trust Deed provides that, when determining whether an indemnity or any security or pre-funding is satisfactory to it, the Trustee shall be entitled (i) to evaluate its risk in any given circumstance by considering the worst-case scenario and (ii) to require that any indemnity or security given to it by the Noteholders or any of them be given on a joint and several basis and be supported by evidence satisfactory to it as to the financial standing and creditworthiness of each counterparty and/or as to the value of the security and an opinion as to the capacity, power and authority of each counterparty and/or the validity and effectiveness of the security. The Trustee may rely without liability to the Noteholders or Couponholders on a report, confirmation or certificate or opinion or any advice of any accountants, financial advisers, financial institution or other expert, whether or not addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or in any other manner) by reference to a monetary cap, methodology or otherwise. The Trustee may accept and shall be entitled to rely on any such report, opinion, confirmation or certificate or advice and such report, opinion, confirmation, or certificate or advice shall be binding on the Issuer, the Trustee, the Noteholders and the Couponholders.

17.2 Trustee Contracting with the Issuer

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, inter alia, (a) to enter into business transactions with the Issuer, and/or any of its Subsidiaries and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer or any of its Subsidiaries, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders or Couponholders and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

17.3 Trustee Actions

The Trustee may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would, in its opinion based upon legal advice in the relevant jurisdiction, be contrary to any law of that jurisdiction. Furthermore, the Trustee may also refrain from taking such action if it would otherwise render it liable to any person in that jurisdiction or if, in its opinion based upon such legal advice, it would not have the power to do the relevant thing in that jurisdiction by virtue of any applicable law in

that jurisdiction or if it is determined by any court or other competent authority in that jurisdiction that it does not have such power.

18. FURTHER ISSUES

The Issuer shall be at liberty from time to time without the consent of the Noteholders or the Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue and so that the same shall be consolidated and form a single Series with the outstanding Notes.

19. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

20. GOVERNING LAW AND SUBMISSION TO JURISDICTION

20.1 Governing law

The Trust Deed, the Agency Agreement, the Notes and the Coupons and any non-contractual obligations arising out of or in connection with the Trust Deed, the Agency Agreement, the Notes and the Coupons are governed by, and construed in accordance with, English law.

20.2 Submission to jurisdiction

- (a) Subject to Condition 20.2(c) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Trust Deed, the Notes and/or the Coupons, including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes and/or the Coupons (a **Dispute**) and accordingly each of the Issuer and the Trustee and any Noteholders or Couponholders in relation to any Dispute submits to the exclusive jurisdiction of the English courts.
- (b) For the purposes of this Condition 20.2, the Issuer waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.
- (c) To the extent allowed by law, the Trustee, the Noteholders and the Couponholders may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions.

20.3 Appointment of Process Agent

The Issuer irrevocably appoints Law Debenture Corporate Services Limited at 8th Floor, 100 Bishopsgate, London, EC2N 4AG as its agent for service of process in any proceedings before the English courts in relation to any Dispute and agrees that, in the event of such agent being unable or unwilling for any reason so to act, it will immediately appoint another person approved by the Trustee as its agent for service of process in England in respect of any Dispute. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate service. Nothing herein shall affect the right to serve process in any other manner permitted by law.

20.4 Other documents

The Issuer has in the Trust Deed and Agency Agreement submitted to the jurisdiction of the English courts and appointed an agent for service of process in terms substantially similar to those set out above.

USE OF PROCEEDS

The net proceeds from each issue of Notes will, unless otherwise specified in the applicable Final Terms, be applied by the Issuer as follows:

- (a) where “General Corporate Purposes” is specified in the applicable Final Terms, for its general corporate purposes (which may include refinancing of existing indebtedness); or
- (b) where “Green Bonds” is specified in the applicable Final Terms, the Issuer intends to apply an amount equal to the net proceeds to finance or refinance, in whole or in part, investments undertaken by the Issuer or its subsidiaries that promote the transition towards a low-carbon and environmentally sustainable economy (the **Green Projects**), in each case as determined by the Issuer in accordance with the Green Project categories defined in section 4 of its green finance framework (the **Green Framework**), as available from time to time on the Issuer’s website at <https://kojamo.fi/greenfinancing>. Such Notes may be referred to as **Green Bonds**.

Under the Green Framework, net proceeds are allocated between the following categories: (i) green and energy efficient buildings, (ii) renewable energy, (iii) clean transportation and (iv) waste management. Net proceeds of Green Bonds will not be allocated to projects involving the production of fossil or nuclear energy, weapons and defence, potentially environmentally harmful resource extraction (such as rare-earth elements or fossil fuels), gambling or tobacco.

The Issuer has established a Green Finance Committee to monitor the Issuer’s compliance with the Green Framework and to oversee the evaluation and selection of eligible Green Projects. The Issuer monitors that an amount equal to the net proceeds of Green Bonds is allocated to Green Projects. The purpose is to ensure that the net proceeds of Green Bonds only support the financing of Green Projects or to repay green debt instruments issued by Kojamo. Unallocated net proceeds of Green Bonds may temporarily be placed in the liquidity reserve and managed accordingly by the Issuer. The Green Finance Committee is also responsible for preparing an annual report for investors, the Green Impact Report, describing the allocation of proceeds and the environmental impact of the Green Projects. Additionally, an independent assurance provider will verify the Issuer’s selection process for the financing of Green Projects annually until the proceeds have been fully allocated and confirm whether such processes are in accordance with the Green Framework. The Green Impact Reports and the auditor’s verification reports will be published on the Issuer’s website at the address above.

Sustainalytics (an independent provider of research-based evaluations of green financing frameworks to determine their environmental robustness) has evaluated the Green Framework and issued a second-party opinion (the **Second Party Opinion**) on the Green Framework verifying its credibility, impact and alignment with the ICMA Green Bond Principles 2021 and the Green Loan Principles 2023 published by the European Loan Market Association (LMA). The second-party opinion is available on the Issuer’s website at the address above.

The Green Framework was last updated in February 2024. The Green Framework may be updated from time to time to reflect current market practices. The amended Green Framework would be subject to the relevant internal and external review processes, as described above, and a new second-party opinion on the Green Framework would be obtained in connection with any such amendment. Noteholders would not be entitled to vote on such cases. Any amendments to the Green Framework will be published and will be available on the Issuer’s website at the address above.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion, report or certification of any third party (whether or not solicited by the Issuer) which may be made available in connection with the issue of any Green Bonds and in particular with any Green Projects to fulfil any environmental, sustainability, social and/or other criteria. For the avoidance of doubt, neither any such opinion, report or certification nor the Green Framework are, nor shall be deemed to be, incorporated in and/or form part of this Base Prospectus. Neither such opinion, report or certification nor the Green Framework are, nor should be deemed to be, a recommendation by the Issuer, the Arranger or any of the Dealers or any other person to buy, sell or hold any such Green Bonds. Any such opinion, report or certification is only current as at the date that opinion, report or certification was initially issued. Prospective investors must determine for themselves the relevance of any such opinion, report or certification and/or the information contained therein and/or the provider of such opinion, report or certification for the purpose of any investment in such Green Bonds. Currently, the providers of such opinions, reports and certifications are not subject to any specific regulatory or other regime or oversight. Prospective

investors in any Green Bonds should also see “*Risk Factors – Risk Relating to the Notes Generally – “Notes issued as Green Bonds with a specific use of proceeds may not meet investor expectations or requirements”, “No assurance of suitability or reliability of any Second Party Opinion or any other opinion, report or certification of any third party relating to any Green Bonds”, “No assurance that Green Bonds will be admitted to trading on any dedicated “green”, “sustainable”, “social” (or similar) segment of any stock exchange or market, or that any admission obtained will be maintained” and “Green Bonds are not linked to the performance of the Green Projects, do not benefit from any arrangements to enhance the performance of the Notes or any contractual rights derived solely from the intended use of proceeds of such Notes”.*

INFORMATION ABOUT THE ISSUER

General

Kojamo is the largest private residential real estate company in Finland measured by fair value of investment properties.¹⁰ It offers rental apartments and housing services for tenants primarily in the Finnish Growth Centres. As at 31 December 2023, Kojamo's portfolio comprised 40,619 rental apartments offering a wide range of rental housing alternatives. The fair value of Kojamo's investment properties¹¹ was EUR 8.0 billion as at 31 December 2023.

During the financial years 2022 and 2023, Kojamo's gross investments in new developments, acquisitions of properties and modernisation investments were EUR 501.6 million and EUR 190.7 million, respectively. In line with its strategy, Kojamo has concentrated its portfolio focus on the Finnish Growth Centres, as illustrated by its property acquisitions and divestments. During the financial year 2022, Kojamo acquired 985 apartments in the Finnish Growth Centres. In 2023, Kojamo did not acquire any apartments following the announcement by Kojamo near the end of 2022 that it will refrain from making further investments until visibility in the market improves. During the financial year 2022, no rental apartments were sold and during the financial year 2023, Kojamo sold 73 rental apartments. Measured by fair value, 97.5 per cent. of Kojamo's rental apartments are situated in the Finnish Growth Centres, 86.8 per cent. in the Helsinki, Tampere and Turku regions and 73.8 per cent. in the Helsinki region¹².

Kojamo's aim is to create a superior customer-service experience for its customers. Its Lumo apartments offer a variety of services such as free broadband connection, car sharing services, parcel services, Lumo Caretakers and Lumo-lounges. Kojamo's resident co-operation model gives residents an opportunity to influence the development of housing and the Lumo services. Kojamo has invested significantly in digitalisation and the servitisation of urban living. The Lumo webstore enables customers to rent a suitable apartment online by paying the first month's rent and then move into the new apartment as soon as the following day, and the My Lumo mobile application enables Kojamo's customers to use and purchase various services and pay their rent using a mobile device.

Market Overview

As Kojamo operates in the residential real estate sector, Kojamo is particularly affected by the situation in the residential property market and developments in Finnish Growth Centres. Kojamo's operations are also affected by macroeconomic factors, such as economic growth, employment, disposable income, inflation, regional population growth and household sizes.

According to the economic survey of the Finnish Ministry of Finance¹³, the outlook of the global economy is uncertain. High interest rates, weak consumer confidence as well as geopolitical tensions cast a shadow over the outlook. However, inflation has slowed down quickly, and employment has remained high in many economies which supports growth prospects.

Despite the uncertainties in the global economy, the economic outlook for the United States is quite favourable and strong growth continued in the third quarter of 2023, driven by private consumption. Economic growth is expected to slow down in the United States during 2024, but the decline is believed to be short-lived. Economic growth in the euro area on the other hand stalled at the end of 2023 as Germany's growth, in particular, has been weak, and the leading indicators for industry and services in the euro area remain low.

In light of the slowdown in inflation, the Finnish Ministry of Finance predicts that the United States and the European central banks' rate hike cycle is over. Whilst the Finnish economy contracted slightly in 2023, the fall

¹⁰ KTI Property Information Ltd: The Finnish property market 2023. Investment properties include apartments, ongoing projects, land plots owned by Kojamo and ownership of certain assets through shares such as parking spaces. Fair value represents the fair value of investment properties and includes investment properties classified as non-current assets held for sale.

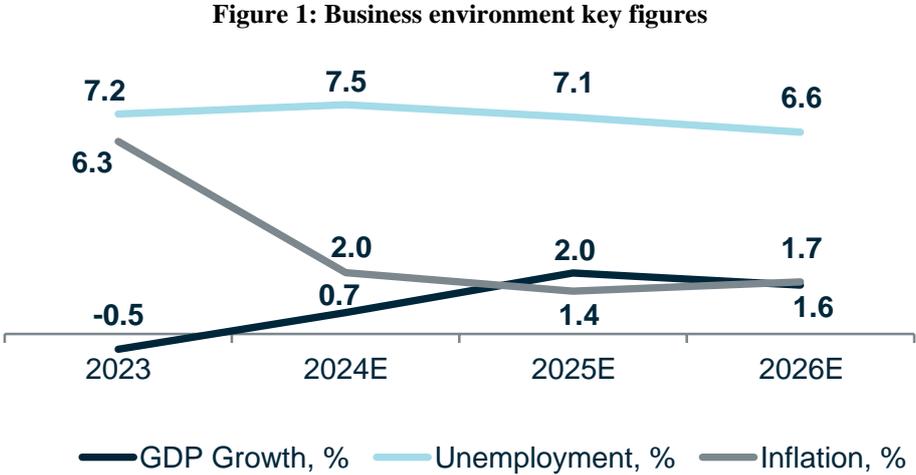
¹¹ Includes investment properties classified as non-current assets held for sale.

¹² By fair value of rental apartments as at 31 December 2023.

¹³ Finnish Ministry of Finance. Economic Survey, Winter 2023. Publications of the Ministry of Finance 2023:96. 19 December 2023.

in interest rates and slowing inflation is expected to increase consumers' purchasing power and investments, and the Finnish economy is expected to reflect a small growth in 2024. Employment levels are estimated to decrease temporarily, but to remain at a high level.

The following chart sets out certain key figures regarding Kojamo's macroeconomic business environment in Finland, as forecasted for 2024–2026:



All figures are estimates.

Source: Ministry of Finance. Economic Survey, Winter 2023. Publications of the Ministry of Finance 2023:96, 19 December 2023.

The Bank of Finland has also announced a new forecast¹⁴ according to which the Finnish economy is expected to be in recession in 2024 with the Finnish GDP expected to contract by 0.2 per cent. in 2024. Growth is expected to strengthen in 2025, and towards the end of the forecast period in 2026, the economy is set to be in a more balanced position, with the output gap near zero and GDP growth close to its potential. Inflation has slowed in line with the Bank of Finland's expectations in 2023 and is expected to remain moderate throughout the forecast years 2024 – 2026.

Kojamo's business operations are affected by the situation in the residential property market. Housing construction in Finland experienced a boom until 2022 and a significant number of dwellings were built, even in excess of the needs of the population. In 2023, housing construction started to decrease substantially, and the trend is expected to continue in 2024. The number of residential building permits that have been granted has also declined sharply, predicting a prolonged downturn in residential construction investments. Rising costs and the tightening of financing has postponed renovations and repair construction projects, though the volume of renovation construction is expected to recover slightly in 2024¹⁵. Housing construction is expected to pick up in the latter half of 2024 with an estimated 19,500¹⁶ housing starts in 2024, influenced by financial market expectations that interest rates will gradually start declining which in turn will stimulate the housing market. There are a number of start-ups concentrated in the growth triangle area (Helsinki, Tampere, Turku) and demand for housing, not least due to immigration and domestic internal migration, is also expected to strengthen.¹⁷

According to Nordea's publicly available macroeconomic research on the housing market¹⁸, the strong contraction in residential construction is due to weak demand and high plot and construction prices. Nordea estimates that plot prices and construction costs should fall by approximately 15 per cent. from the current level in order for

¹⁴ The Bank of Finland bulletin 9 January 2024: Finland's economy is in recession and the recovery will be slow.
¹⁵ Finnish Construction Industries (RT): Economic Survey 9/2023.
¹⁶ Finnish Construction Industries (RT): Economic Survey 9/2023.
¹⁷ The Bank of Finland bulletin 9 January 2024: Finland's economy is in recession and the recovery will be slow; Finnish Construction Industries (RT): Housing production survey, Fall 2023. 26 September 2023. (Available only in Finnish).
¹⁸ Nordea's publicly available macroeconomic research: Housing market review Q4/2023 – Interest rates easing. 19 December 2023.

construction to become profitable again. Despite the expectation that there will be lower interest rates in 2024, construction has not yet started on a large scale and may remain at a continued standstill reducing the supply of new housing.

The following table sets forth information regarding industry operating environment 2023-2024:

INDUSTRY KEY FIGURES	2024e	2023
Residential start-ups, units	<19,500	<16,000(e)
Construction costs, change, %	n/a	1.1
Prices of old apartments (block of flats) in the whole country, change %	0.5	-7.0
Prices of old apartments (block of flats) in the capital region, change %	-1.1 – -1.7	-7.9 – 8.8
Rents of non-subsidised apartments in the whole country, change %	2.0	1.4
Rents of non-subsidised apartments in the capital region, change %	1.2 – 1.6	0.4 – 1.0

Sources: Finnish Construction Industries (RT): Economic Survey 9/2023; Statistics of Finland: Building cost index, December 2023; Pellervo Economic Research PTT, Regional housing market forecast 2023 (available only in Finnish).

According to Pellervo Economic Research (PTT)¹⁹, house prices are forecast to increase in 2024. The anticipated fall in interest rates accommodates households' home purchase plans together with an increase in nominal household income. House sales are expected to pick up towards the summer and gradually, the housing market is expected to gain positive momentum and see an increase in transaction volumes. House prices are also expected to start to increase as a result, but the supply of new housing remains strong which curbs price increases. Additionally, in the capital region, the exit of housing investors from the market has delayed the recovery of prices. Investment demand is expected to recover as interest rates fall, but not to the levels seen in the past.

Rental levels of non-subsidised apartments have been weak in recent years due to excessive supply. In 2023, increased uncertainty in the housing market slightly boosted demand for rental housing and accelerated the rise in rent levels, but in the capital region in particular, rent growth has been slow. For existing leases, rent increases are usually linked to the consumer price index (CPI) and thus the cost of living can to some extent predict increases in rents for non-subsidised housing. In 2023 and 2022, the CPI rose by 6.2 per cent. and 7.1 per cent., respectively, and thus there is a significant upward pressure accumulating on non-subsidised rents. In 2024, landlords are still expected to refrain from full rent increases in order to retain good tenants and avoid leasehold properties being empty for any period of time. Instead, the rent level of new leases is determined by market supply and demand and thus the uncertainty of the rental market is reflected in the rent level of new leases.

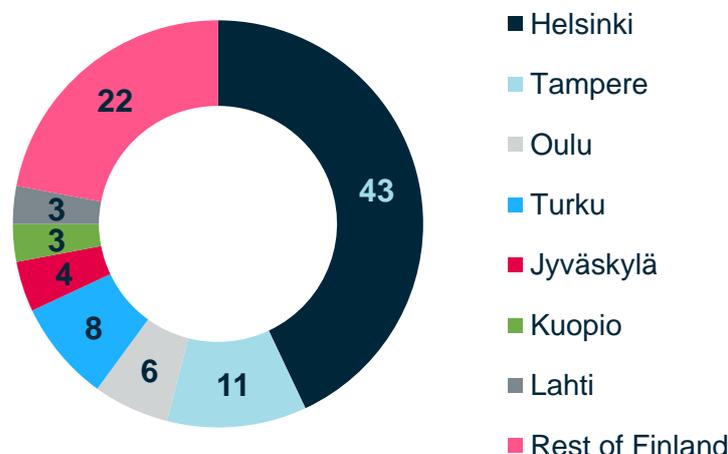
The number of apartment completions and vacancies is expected to moderate the rise in rents during the first half of 2024, but towards the end of 2024, rental demand is expected to strengthen. Consequently, increases in non-subsidised rents are expected to start to accelerate in 2024. The continuous population growth in the larger cities in Finland, largely due to immigration, also create demand for rental housing, which is also expected to drive rent increases.

The number of building permits granted for the construction of blocks of flats started to decline significantly in the first half of 2023. Building permits issued have not yet shown any sign of a turnaround in growth and there are long delays in housing production from the building decision through permit applications to completion. Therefore, it is expected that the number of housing completions will not turn into a significant increase until 2025 at the earliest.

¹⁹ Pellervo Economic Research PTT, Regional housing market forecast 2023 (available only in Finnish).

The following chart sets forth information regarding estimated housing production need in Finland 2020–2040:

Figure 2: Housing production need 2020 – 2040, %



Source: VTT, Need for housing 2020-2040.

Rents of non-subsidised dwellings increased by 0.1 per cent. in Greater Helsinki and by 2.0 per cent. in the rest of Finland in October to December 2023. The rents of non-subsidised rental dwellings rose the most in Oulu (2.8 per cent.), Hämeenlinna (2.5 per cent.) and Kokkola (2.4 per cent.), and the least in Vantaa (0.2 per cent.), Helsinki (0.1 per cent.) and Espoo (0.0 per cent.).²⁰

The following chart illustrates the effects of urbanisation in Finland:

Area	Population growth forecast		Share of rental household-dwelling units	
	2021-2040	2010	2010	2022
Helsinki	22.4%	47.1%	47.1%	50.4%
Capital region ¹	25.9%	41.9%	41.9%	46.6%
Helsinki region ²	n/a	37.7%	37.7%	42.6%
Jyväskylä	8.0%	40.2%	40.2%	46.0%
Kuopio	3.5%	36.5%	36.5%	42.1%
Lahti	-0.2%	37.3%	37.3%	42.0%
Oulu	9.6%	36.7%	36.7%	43.3%
Tampere	17.6%	42.2%	42.2%	51.5%
Turku	18.1%	43.0%	43.0%	51.8%
Other areas	n/a	23.8%	23.8%	26.8%

¹ Helsinki, Espoo, Kauniainen, Vantaa.

² Capital region, Hyvinkää, Järvenpää, Kerava, Kirkkonummi, Mäntsälä, Nurmijärvi, Pornainen, Porvoo, Riihimäki, Sipoo, Tuusula, Vihti.

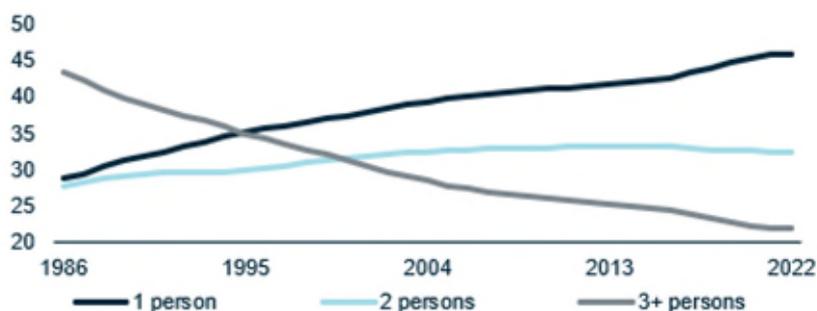
Sources: Statistics Finland, Dwellings and Housing Conditions 2022; MDI population forecast 2040 (urbanisation scenario), September 2023.

In addition to urbanisation, Kojamo's management believes that Kojamo can benefit from the increasing popularity of rental living and decreasing household sizes.

The following chart sets forth information regarding development of household sizes in Finland 1986-2022:

²⁰ Statistics of Finland: Rents of dwellings 2023, 4th Quarter.

Figure 3: Development of household sizes



Source: Development of household sizes and rental household-dwelling units: Statistics Finland, Dwellings and housing conditions 2022.

History

Kojamo was established as a co-operative under the name of Valtakunnallinen vuokratulo-osuuskunta, VVO and registered in the Finnish Trade Register on 9 May 1969 to provide safe rental housing and alleviate the shortage of housing for people in Finland who were migrating to the cities.

The Group's first three rental properties in Malminiitty, Vantaa, were completed in 1970. By the end of the 1970s, Kojamo operated in 28 municipalities and the number of rental apartments exceeded 5,000. By the end of the 1980s, Kojamo had increased its property portfolio of rental apartments to almost 9,700 rental apartments in 30 municipalities.

During the 1990s, Kojamo's property portfolio grew from 10,000 to more than 35,000 apartments in 60 municipalities. Kojamo was converted from a co-operative into a limited liability company in 1997. The first VVO Home Centres (currently Lumo Home centres) were launched in 1995. These centres focus on serving Kojamo's customers in all matters relating to renting an apartment and housing management. Kojamo also started constructing and offering owner-occupied apartments during the 1990s. However, this part of the business was eventually discontinued in 2009.

During the 2000s, Kojamo achieved its position as one of Finland's largest nation-wide owners of residential properties.²¹ In 2001, the Issuer was converted into a public limited company.

In 2012, Kojamo renewed its strategy, focusing on commercial operations. In September 2014, Kojamo launched a new brand which was built around commercial housing services: Lumo, "rental housing at its best", with the aim to facilitate apartment rental by offering a range of auxiliary services to the renting and housing process, such as an easy rental process through the Lumo webstore, an in-house contact centre, an online service portal and broadband connection included in the rent.

During the first half of 2016, Kojamo sold 8,571 state-subsidised ARA rental apartments to Kiinteistö Oy M2-Kodit. In July 2016, Lumo Kodit Oy acquired ICECAPITAL Housing Fund II which then owned 2,274 market-based rental apartments, primarily located in Helsinki, Espoo, Vantaa and Tampere. Kojamo focused on the Finnish Growth Centres; the Helsinki region, the Tampere, Turku, Kuopio and Lahti regions as well as cities of Oulu and Jyväskylä. This strategic focus has resulted in a decreasing number of municipalities where Kojamo is present.

During 2016, Kojamo underwent a strategic transformation including revision of its strategic policies identifying changes in Kojamo's operating environment. As a result of this strategic transformation, the 2017 Annual General Meeting of Kojamo decided to change the name of the group from VVO Group plc to Kojamo plc in March 2017.

²¹ KTI Property Information Ltd: The Finnish property market 2017.

During the last few years, Kojamo has focused on diversifying its funding sources. In 2017, Kojamo received a Baa2 rating with a stable outlook from Moody's. As of 23 March 2023, the outlook was changed to negative. Kojamo has financed its growth, among other things, by operative cash flow and by using debt, with increasing focus on issuing bonds. Kojamo issued secured and unsecured notes in 2013, 2016, 2017, 2018, 2020, 2021, 2022 and 2024.

In 2018, Kojamo was listed on the official list of Nasdaq Helsinki Ltd. The trading in Kojamo plc's shares commenced on the official list of Nasdaq Helsinki on 19 June 2018.

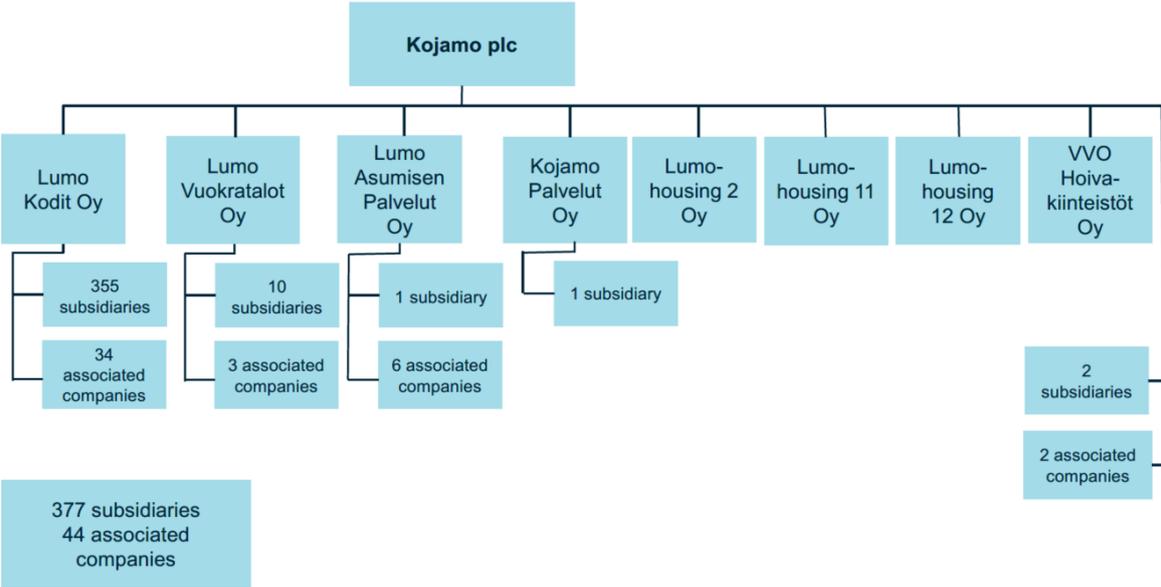
General Corporate Information

The business name of the Issuer is Kojamo plc (formerly known as VVO Group plc, until 30 March 2017) and it is domiciled in Helsinki, Finland. The Issuer is a public limited liability company organised under the Finnish Limited Liability Companies Act, and registered under business identity code 0116336-2. The Issuer's legal entity identifier code (LEI) is 7437007YPUOQZ8OV1R42. Its registered address is Mannerheimintie 168, FI-00300 Helsinki, Finland, and its telephone number is +358 20 508 3300. The Issuer's website is <http://www.kojamo.fi/en/>. Unless specifically incorporated by reference into this Base Prospectus, the information contained on the website does not form part of this Base Prospectus.

According to the Articles of Association of the Issuer, the Issuer's line of business is providing housing services and other related business operations. The Issuer engages, either by itself or through its subsidiaries or affiliates, in renting apartments and business premises, partial ownership apartments, as well as transferring tenures of right-of-occupancy apartments. The Issuer, its subsidiary or affiliate may also engage in building management and other building management related services, provide construction services and pursue development of owner-occupied dwellings. For its operations, the Issuer, its subsidiary or affiliate acquires through ownership or lease land areas suitable for construction and constructs residential buildings on them, as well owns and manages them. The Issuer acts as a parent company of the group by supervising and directing its subsidiaries and providing them with financial and other services. The Issuer may own securities and real estates as well as trade in securities. In addition, the Issuer acts as a housing policy influencer.

Group Legal Structure

As at 31 December 2023, Kojamo Group consisted of Kojamo plc, the parent company, and 377 subsidiaries. 361 subsidiaries were wholly-owned and 16 subsidiaries were majority-owned. In addition, there were 44 associated companies of which Kojamo directly or indirectly owned between 20 and 50 per cent. All of Kojamo's subsidiaries are incorporated in Finland. The following chart sets out a simplified legal structure of Kojamo Group as at the date of this Base Prospectus:



Kojamo is a holding company and its material assets are its shareholdings in its subsidiaries. Other than the receivables under intercompany loans and any other proceeds from loans made in connection with other financing transactions, Kojamo largely depends on distribution of dividends, group contribution and other payments from its subsidiaries which generate operating cash flow from rental apartments and housing services, and from the profitability and cash flow of its subsidiaries.

Mission, Vision and Values

Kojamo's vision is to be the property market frontrunner and the number one choice for customers who value better urban housing. Kojamo's mission is to create better urban housing through a modern property portfolio and through offering best customer experience with its service offering, aiming to respond to changing customer expectations. Kojamo's operations are guided by the following values: happy to serve, strive for success and courage to change.

Strategy

The Board of Directors of Kojamo completed its strategy process in 2019. No significant changes were made to the strategy but Kojamo's strategic focal points and targets were specified further. Kojamo aims to invest in increasing its housing supply by developing new properties, buying existing properties and converting existing properties, such as office buildings, to residential use. Kojamo's management believes that urbanisation and migration to Finnish Growth Centres provides the Group with good growth opportunities in the Finnish rental housing market.

The following table sets forth the strategic goals of Kojamo:

Strategic goals	Target
Annual growth of total revenue, %	4-5
Annual investments, M€	200-400
Funds from Operations (FFO) / total revenue, %	> 36
Loan to Value (LTV), %	< 50
Equity ratio, %	> 40
Net Promoter Score (NPS)	40

The strategic focal points of Kojamo are the following:

Delivering the Best Customer Experience

Kojamo's vision is to be a pioneer in housing and the number one choice for its customers. Kojamo's aim is to offer the best customer experience in Finland by offering a range of different housing solutions and services. Kojamo wants to be a forerunner in the digital transformation of the housing industry in Finland and foster a sense of community among its residents. Kojamo believes that digital solutions offer unique opportunities to improve customer experience. Kojamo made a significant leap forward in its service development by making the My Lumo mobile application available to all of its residents at the end of March 2019. The application allows users to, for example, pay rent, send fault reports and monitor the progress of resolving the issues in real time or reserve common club or working spaces. In addition, depending on where they live, Lumo tenants have access to many services that make everyday life easier, such as services related to moving, shared cars and the parcel service.

Strong Growth

Kojamo is seeking profitable growth with multichannel approach and optimised financing structure. Kojamo is focused on developing rental living and housing services in the Finnish Growth Centres, and develops the value and number of investment properties by developing new properties as well as by modernising, buying and selling existing properties.

Operational Excellence

Kojamo aims to create competitiveness and profitability through industry-leading operating models. Kojamo aims to innovate and continuously improve its operations.

Responsibility and Sustainable Development

Corporate responsibility and sustainable development represent one of Kojamo's strategic focus areas, with corporate responsibility being reflected in Kojamo's mission to create better urban housing and sustainability being integral to Kojamo's operations and corporate culture. Sustainability is part of Kojamo's DNA and it plays an important role in the work of everyone at Kojamo. This is reflected on various levels of Kojamo's operations, including business operations, working conditions and customer interfacing. Kojamo emphasises responsibility towards customers and its obligations as a contractor, as well as clear communication to Kojamo's shareholders about corporate and social responsibility efforts and their progress. Kojamo is committed to developing new and modern construction solutions, housing services and ecological innovations related to energy-efficient housing solutions. Kojamo operates openly and responsibly and requires its suppliers and partners to do the same.

The Most Competent Personnel and a Dynamic Place to Work

Kojamo develops its corporate culture and the skills and competences of its personnel to support the implementation of its strategy. In addition, Kojamo strives to commit its entire personnel to its objectives with the help of its remuneration and incentive plan. As Kojamo's strategy changes, the way of working must also change. It is a priority for Kojamo to ensure future competitiveness through competence development and to deliver an employee experience that attracts the best talent in the industry. At Kojamo, the concept of well-being at work consists of five areas that are subject to continuous development: meaningful work, work ability, the workplace community, competence and leadership.

Renewal through Digital Solutions

Kojamo aims to improve the business and create added value to the customers by taking advantage of solutions enabled by digitalisation. The digital transformation presents Kojamo with opportunities to enhance and develop its operations, which is reflected in its ability to provide better service for its customers. Kojamo's aim is to create user-friendly and convenient services for its customers along with new value-added services, utilise technology in housing and property maintenance and implement solutions that make Kojamo's operations more efficient. In addition, Kojamo has launched a service and innovation platform for co-creation with its partners and customers. The platform enables opening interfaces to different operators' data and piloting and developing versatile housing services.

Digital roadmap

In the early summer of 2020, Kojamo completed its Digital Roadmap, which sets out development actions that support the execution of Kojamo's strategy. Kojamo is recognised as a pioneer in the use of a webstore in the rental housing market. Going forward, Kojamo will aim to strengthen its position through the digital transformation of the urban housing experience and the provision of services throughout each customer's path with Kojamo. Kojamo will support these efforts by using NPS as an indicator of the customer experience and will take advantage of technology in order to revise its operating models to achieve operational excellence. The employee experience will be included in Kojamo's performance indicators in this area.

Competitive Strengths

Focused Business and Differentiated Business Model in the Highly Attractive Finnish Market

Kojamo's management believes that Kojamo is well positioned to benefit from the growing demand for apartments, generated by urbanisation. In addition, Kojamo's management believes that Kojamo can benefit from the increasing popularity of rental living and decreasing household sizes. Measured at fair value, 97.5 per cent. of Kojamo's housing stock is located in the Finnish Growth Centres. As a result of Kojamo's focused strategy, high-quality housing stock and Lumo brand, Kojamo's management believes that Kojamo can benefit from the current trends and the development of rent levels.

High Quality Portfolio

Kojamo's strategy is to focus on the Finnish Growth Centres and high-quality rental apartments, marketed under the Lumo brand. As at 31 December 2023, Kojamo's property portfolio comprised 40,619 rental apartments. As at 31 December 2023, the average age of Kojamo's apartment buildings was 32.8 years. For the financial year ended 31 December 2023, the financial occupancy rate of Kojamo's apartments was 93.0 per cent. and the net rental income was 67.2 per cent. of revenue.

Strong Track Record of Organic Growth and Acquisitions along with a Robust Development Pipeline

Kojamo has successfully made investments in line with its strategy in spite of the competitive market. Kojamo has developed its property portfolio in accordance with its strategy by building new Lumo apartments, converting buildings that have been used for other purposes into apartments, renovating older housing stock and acquiring properties. Kojamo's management believes that Kojamo's strategy is supported by the trend of urbanisation, which creates demand for new apartments and provides a foundation for Kojamo's profitable growth. One of the objectives of Kojamo's strategy is to grow the portfolio by investing EUR 200–400 million a year through a combination of new construction and acquisitions. Kojamo announced near the end of 2022 that it will refrain from making further investments until visibility in the market improves. In August 2023, Kojamo launched the Saving Programme in response to the continued uncertainties in relevant markets as well as high interest rates and confirmed that it will refrain from making new investments for the time being. As at 31 December 2023, the number of apartments owned by Kojamo totalled 40,619 and 354 apartments were under construction.

Experienced and Skilful Management Team and Competent and Committed Personnel

Kojamo's Management Team has a significant background in rental and real estate business and a strong track record of shifting portfolio focus towards the Finnish Growth Centres, changing Kojamo's financing structure and developing the corporate culture to be more agile and customer oriented. The members of Kojamo's Management Team are experts in their respective fields of expertise and have over 120 years of combined relevant work experience.

In addition, Kojamo has a team of experienced property professionals. Work satisfaction has been high at Kojamo and Kojamo strives to continue to be an attractive employer and maintain its high employee satisfaction also in the future.

Innovative, Value-add Operating Platform

Kojamo focuses on creating excellent customer experience, which comes from versatile living solutions, easy contacting and fluent digital services. Kojamo's apartments are located close to good transport connections and services. Kojamo develops new living services and solutions together with its tenants and partners. By offering its capabilities to a service and innovation platform Kojamo promotes the servitisation of urban living.

Attractive Yield with Sustainable Growth Backed by a Strong and Well-Run Balance Sheet

Kojamo's management believes that the combination of Kojamo's property portfolio's growth target and yield potential makes Kojamo an attractive investment target. Yield potential is created by net asset growth and stable cash flow. Kojamo strives to further increase total yield by carefully selecting its development projects and by acquiring apartments that fit its strategy and by selling the apartments that do not. Kojamo offers access to Finland's attractive residential real estate market that historically has produced stable cash flow from rents linked to the consumer price index. A strong and well-run balance sheet helps to secure diversified financing to support growth.

Business Overview

Kojamo is the largest private residential real estate company in Finland measured by fair value of investment properties.²² Kojamo's Lumo brand accounts for the commercial housing services of Kojamo, representing more than 99 per cent. of Kojamo's apartments. VVO apartments (formerly VVO State-subsidised), which are subject to restrictions on rent levels under arava²³ and/or interest subsidy legislation, represents the non-commercial housing services, with less than 1 per cent. of Kojamo's apartments.

Kojamo had total revenue of EUR 442.2 million for the financial year ended 31 December 2023 (EUR 413.3 million for the financial year ended 31 December 2022). Total revenue is generated entirely by income from rental operations. The increase in total revenue can be attributed in particular to the completion of rental apartments in 2022 and 2023 (increase of EUR 17.0 million), the development of rents and the financial occupancy rate (increase of EUR 6.1 million) and the properties acquired in the summer of 2022 (increase of EUR 4.8 million). Kojamo's Like-for-Like rental income growth rate percentage was 1.9 for the financial year ended 31 December 2023 (0.3 for the financial year ended 31 December 2022)²⁴.

Kojamo Group's net rental income increased to EUR 297.2 million in 2023 (EUR 280.1 million in 2022), representing 67.2 per cent. of revenue in 2023 (67.8 per cent. in 2022). The growth of total revenue and the decrease of repair costs by EUR 0.9 million had a positive impact and higher property maintenance costs EUR 12.6 million had a negative impact on the net rental income. Heating costs, credit losses and property taxes, in particular, increased year-on-year.

Kojamo Group's result before taxes amounted to EUR -112.3 million in 2023 (EUR -499.8 million in 2022). The result includes the loss on fair value measurement of investment properties which was EUR 295.4 million in 2023 (EUR 682 million in 2022) and an aggregate of EUR 0.2 million in profit from the sale of investment properties in 2023 (EUR 0.2 million in 2022). The negative impact on the valuation of the investment properties at fair value was mainly attributable to changes in the yield requirement of EUR -815.5 million and positively affected by the growth in net rental income by EUR 305.9 million, changes in inflation, rents and expense growth assumptions by EUR 181.7 million and other items by EUR 32.5 million. The yield requirements and other input data are based on market observations and the best available market information. This information includes the opinion of an external independent valuer. Result before taxes and excluding net result on the valuation of the investment properties at the fair value increased by EUR 0.9 million.

In general, factors affecting Kojamo Group's profitability include changes in the fair value of investment properties, low financial expenses compared to market levels in general and the successful management of maintenance costs. The aggregate amount of financial income and expenses totalled EUR -71.3 million in 2023 (EUR -57.4 million in 2022). Financial income and expenses increased EUR 13.9 million year-on-year due to the higher amount of interest-bearing liabilities.

Funds from Operations (FFO) amounted to EUR 167.2 million in 2023 (EUR 160.7 million in 2022). The increase in FFO was attributable to the improvement in net rental income and the profit from the repurchase of bonds during the financial year.

²² KTI Property Information Ltd: The Finnish property market 2023. Investment properties include apartments, ongoing projects, land plots owned by Kojamo and ownership of certain assets through shares like parking spaces. Fair value represents the fair value of investment properties and includes investment properties classified as non-current assets held for sale.

²³ The Arava Restrictions Act (1190/1993, as amended) includes provisions on the use and assignment of arava rental apartments and buildings and the redemption of arava rental apartments. Arava rental apartments and buildings are financed with loans pursuant to the Arava Act (1189/1993, as amended) (the Arava Act) and certain preceding acts. Pursuant to the Arava Act, state-subsidized housing loans are granted out of the funds of the Housing Fund of Finland to build, purchase and renovate owner-occupied, rental and right-of-occupancy apartments. New arava loans have not been granted after 2007, however, the legislation regarding the arava loans granted prior to this is still in force.

²⁴ Like-for-Like growth rate is calculated as change of rental income for properties owned for two consecutive years in the past 12 months compared to the previous 12-month period.

Lumo Brand

The Lumo brand was first introduced in 2014. All property investments in recent years have been made under the Lumo brand.

Kojamo develops better urban housing and turns housing into easy and effortless living experience with Lumo services, making use of technology and digitalisation. The Lumo service concepts are designed to be distinguishable from general rental market practices, in particular by utilising the sharing economy and communality trends in services such as car sharing, electric car charging service and common spaces for the tenants. Kojamo believes that constant development of services connected to housing and digitalisation and the potential offered by smart homes has the potential to improve the comfort of living and customer experience. In 2015, Kojamo launched the Lumo webstore which enables customers to rent an available apartment from Kojamo's property portfolio directly from the online service without the need to fill an application or to be subjected to a tenant selection process. With its service concepts and digital platform, Lumo represents a modern way of operating urban rental living. At the end of 2018, Kojamo expanded its existing digital services offering by introducing the My Lumo application that enables residents to order services and pay their rent using a mobile device.

Kojamo aims to provide with its Lumo brand the best comprehensive housing customer experience. The realisation of this target is measured with brand and customer satisfaction studies. In management's view, Kojamo's housing customer experience and especially the Lumo webstore and the ease of renting through it form a customer experience that is differentiated from the other housing brands for consumers.

Kojamo's Service Concepts

General

Striving for the best customer experience and easy and effortless service drives Kojamo's operations. Kojamo aims to offer well-located attractive, tranquil apartments with useful housing-related services and open dialogue between the landlord and the tenant. Kojamo aims to act in a safe, reliable and responsible way as landlord. Kojamo believes that by focusing in improving tenant satisfaction Kojamo is also able to create shareholder value and optimise its financial occupancy rate. Kojamo continually seeks feedback from its customers to develop sustainable housing services according to their needs.

Lumo Service Concepts

Kojamo develops and offers a variety of services to its customers before and during the move as well as while living in Lumo apartments. Customers can either rent the apartment from the Lumo webstore or leave an application for an apartment online at the Lumo.fi website. Moreover, customers can familiarise themselves with the Kojamo Group's entire rental apartment offering online and, should they wish to do so, leave an application for apartments that match certain customer-defined criteria or to be waitlisted for a location that does not have available apartments at that time. Lumo service concept also offers paints and accessories to customers to make their home unique and suitable for their needs. Kojamo offers many services from key couriers to final cleaning up services for its tenants. Kojamo uses also external service providers to provide a positive customer experience to tenants. Lumo customer can make everyday life easier by ordering a dishwasher to Lumo home where it does not exist already. The fee will be added directly into rent as it will increase the living value of Lumo home. Lumo takes care of the maintenance of the machine.

Tenants of Lumo apartments have access to several services provided by Kojamo. All Lumo apartments have a free 50-100 Mbit/s broadband connection. In addition, events such as concerts and visits to amusement parks are offered free of charge. Some of the Lumo buildings also have a free gym or customer lounge where the tenants of Lumo apartments can meet and arrange events.

Lumo E-services, Lumo Webstore and My Lumo Applications

Kojamo's innovation, the Lumo webstore, is another step in the development of the Lumo service concept. Kojamo believes that the online apartment rental service will drive change in the rental housing sector; the decision-making

power and the freedom of choice are handed over to the customers who can rent any available apartment they want immediately. This differs from the traditional model in which the customer submits an application and the landlord then offers the tenant an available apartment that matches the criteria set out by the tenant. Tenants can apply for a certain apartment or an apartment in a specific building or area.

All available Lumo apartments can be found from the webstore with description and pictures. The customer can log into the Lumo webstore by using online Nordic banking codes and rent a suitable apartment online without the need to submit a traditional application. Once the customer has chosen the apartment, an automatically binding lease agreement is confirmed by accepting it and its terms and by paying the first month's rent. Kojamo automatically checks the Finnish credit data register for any registered payment defaults as well as the payment history from Kojamo's internal customer data. To be eligible to make a lease agreement in the Lumo webstore, the customer must have a clean credit history and be at least 18 years of age. A further requirement is that the customer must not have any previous arrears payable to Kojamo. If the customer's credit rating or payment history does not meet Kojamo's requirements, the webstore automatically prevents the customer from entering into a lease agreement and instructs the customer to contact customer service or submit an application for an apartment via the Lumo.fi website. When renting the apartment through the Lumo webstore, no separate security deposit is required. The Lumo webstore enables the customer to move in as soon as the next day.

In December 2018, Kojamo introduced the My Lumo mobile application that enables Kojamo's customers to use and order various services and pay their rent using a mobile device. My Lumo is part of Kojamo's service and innovation platform. The service was implemented gradually from 2019 onwards for all Kojamo's tenants. My Lumo offers residents digital services that make everyday life easier, such as submitting a maintenance request and paying rent quickly and easily on a mobile device. In 2021, My Lumo services were extended to allow customers to purchase various services and the reservation of some of the common clubs in the Lumo apartment buildings. Kojamo aims to further develop the service so that customers can book and purchase wider range of services delivered to their homes with the help of a web application. As at 31 December 2023, My Lumo user coverage was 86.0 per cent.

Services Provided with Partners

Kojamo offers a variety of services to its customers. Since 2016, tenants of Lumo apartments have had access to a smart-traffic car-sharing service in several locations around Finland. With the help of the car-sharing service, Kojamo has been able to lower the number of parking spaces in certain apartment buildings. There are various categories and sizes of passenger cars and vans available, with self-charging hybrid models as the latest option. The car-sharing service is responsible for the operation of the car (including insurance, maintenance and tire changes) and receiving reservations. The tenant only needs to reserve the car and return it to the designated parking space after use.

In 2018, Kojamo launched key courier services, which gives Lumo apartment residents an opportunity to have a key courier deliver or return their keys.

In 2019, Kojamo announced a parcel locker service in 18 Lumo apartment buildings in Helsinki and Vantaa. In 2022, Kojamo extended the service to 15 Lumo apartment buildings in Turku and Tampere. At parcel machines located in Lumo houses, tenants can send and receive parcels.

Broadband connection with basic speed 50 Mbps or 100 Mbps is included in all Lumo apartments rents. All Lumo homes have the opportunity to purchase additional broadband upgrades and entertainment services through the My Lumo service and the broadband operator's sales channels.

In addition to the services described above, Kojamo regularly offers to tenants of Lumo apartments discounts on the services of its partners. Some of the services provided with partners are cost neutral to Kojamo, since tenants pay the costs themselves, while certain services in pilot use that Kojamo believes to have the potential to become a differentiating factor in the rental market cause costs to Kojamo.

Further, Kojamo takes advantage of digitalisation in property maintenance. For example, heating for nearly 31,000 homes is controlled by an optimisation solution. The system optimises energy consumption by utilising temperature data from the apartments, weather forecast data and the energy consumption profiles that the system learns for each building. In addition, almost all of Kojamo's properties are connected to a remote monitoring

system for energy and water consumption. This enables a quick response and repairs in the event of a leak, for example.

Kojamo's Property Portfolio

Overview

Kojamo's rental apartments are all located in Finland and are primarily in apartment buildings, with a significant concentration in the Finnish Growth Centres. As at 31 December 2023, Kojamo owned a total of 40,619 rental apartments (39,231 as at 31 December 2022) in 1,398 properties (1,361 as at 31 December 2022). As at 31 December 2023, the total residential lettable area of Kojamo amounted to 2.14 million square meters. The fair value of Kojamo's investment properties in its property portfolio stood at EUR 8.0 billion as at 31 December 2023 (EUR 8.2 billion as at 31 December 2022). As at 31 December 2023, the average age of Kojamo's rental properties was 32.8 years.

The following table sets forth key information regarding Kojamo's property portfolio by region as at 31 December 2023:

Region	Number of apartments, units	Number of commercial premises and other leased premises, units	Fair value, EUR in millions	Fair value, EUR in thousands /unit	Fair value, EUR/sq.m.	Financial occupancy rate, % ³
Helsinki region	25,332	476	5,711.4	221	4,135	91.9
Tampere region	3,949	111	670.7	165	3,234	96.4
Turku region	2,122	25	334.6	156	2,935	95.8
Other	9,216	145	1,017.9	109	2,063	94.7
Total	40,619	757	7,734.5¹	187	3,523	93.0
Other			304.3 ²			
Total portfolio	40,619	757	8,038.8			

¹ The figures reflect income-generating portfolio assets, which excludes ongoing projects, plots owned by Kojamo and ownership of certain assets through shares.

² Fair value of ongoing projects, plots owned by Kojamo and ownership of certain assets through shares and IFRS 16 right-of-use assets.

³ The financial occupancy rate does not include commercial premises and other leased premises.

Portfolio Development

Real Estate Development

Kojamo's real estate development consists of both constructing new buildings and converting existing property stock for new purposes. Kojamo carries out new construction and development investments either by building on its own plots with its own plans after a tender request for construction or by acquiring projects from construction companies. When buying turn-key projects from construction companies Kojamo typically has a say in the planning of the building before construction commences. Kojamo's real estate development function is responsible for the acquisition of new plots and other land, management of plot reserves and development and construction of new projects. The main task of the real estate development function is to grow Kojamo's property portfolio through new developments and implement refurbishment programmes for existing assets.

As at 31 December 2023, there were 354 apartments under construction, all of which are located in the Helsinki region. In addition to the total number of apartments under construction, Kojamo has agreed on the construction of 119 rental apartments.

Kojamo has a land bank and potential plots suitable for own new construction corresponding to approximately 211,000 square meters of rentable net floor area as at 31 December 2023, which will enable the construction of approximately 4,000 apartments. Of the land bank and potential plots, 98 per cent. is located in the Helsinki region. Kojamo had in place binding acquisition agreements related to new construction with an aggregate value of EUR

94.9 million, of which EUR 10.0 million will be used to complete apartments that were already under construction as at 31 December 2023. Kojamo does not recognise its acquisition agreements on the balance sheet until the project commences.

In the identification phase, Kojamo's real estate development function constantly seeks out development opportunities which are consistent with Kojamo's investment strategy. In order to find the right opportunity and project for Kojamo the real estate development function reviews, among other things, the suitability of its own plot reserves, tendering requests for zoned plots, supply for unzoned land, buildings to be converted as well as turn-key projects offered by construction companies. In the feasibility study phase, a proposal addressing market study, general specifications and layout of the real estate, a cost-analysis, approximate rental levels and property value estimates are prepared. Based on this proposal, the review team for investments and development decides whether to proceed to the project development phase.

In the project development phase of turn-key projects, an investment decision proposal is prepared based on more in-depth investment calculations, due diligence as well as project and construction planning. In new construction projects utilising own plot reserves, the investment proposal is prepared based on planning and competitive bidding. Kojamo's Management Team reviews the proposal, including whether the project meets the investment criteria approved as part of Kojamo's strategy. Based on its review, the Management Team or the Board of Directors decides whether the project should be implemented.

The project implementation phase includes the construction and supervision of the project. For the actual planning of each new project, Kojamo utilises outsourced design services for architectural, structural, HVAC, electricity and automation design. In the planning of the project, Kojamo's own planning guidelines are followed which, in addition to technical specifications, also include guidelines for the interior of the apartment buildings. In addition, Kojamo's own technical building experts are involved in defining the technical specifications of the new projects and are also involved in testing and inspecting of the completed new buildings. An internal project manager and a technical supervisor are designated for each project. Technical supervisors are mainly in-house experts. In addition, external consultancy services are used, especially for technical systems.

Upon completion of the project, an examination process, revisions and final adjustments to technical systems are carried out before the building is approved for use. After a project is completed, Kojamo's Management Team monitors various parameters, including, among others, fulfilment of the investment criteria, initial rental income and rental occupancy rate, in order to track the success of the project.

In connection with the Financial Statements release on 15 February 2023, Kojamo informed that the changes that took place in the operating environment in the second half of 2022, including a sharp rise in interest rates, record-high inflation and increased economic uncertainty, began to be reflected more clearly in construction volumes. In response to the reduced visibility, Kojamo has decided that it will not make new investment decisions for the time being. However, the ongoing projects have progressed according to plans.

On 17 August 2023, Kojamo announced the launch of its Saving Programme as a result of the uncertainty in the financial and real estate markets in addition to continued high interest rates. Kojamo targets total savings of approximately EUR 43 million in costs and investments during 2024, of which the share of costs is estimated to be approximately EUR 18 million. Kojamo will not launch new modernisation projects for the time being and will reduce repairs other than those supporting the renting of apartments, subject to not incurring repair debt. With the Saving Programme, Kojamo aims at enhancing its operations and adapting its organisation to correspond to the changed operating environment. All measures aim at maintaining Kojamo's profitability and safeguarding credit rating.

Property Acquisitions and Divestments

Kojamo carries out its strategy through active property portfolio development, including acquisitions and divestments of non-strategic properties. The preparation of acquisitions and divestments is part of Kojamo's normal planning process. Property acquisitions are focused on residential properties and portfolios that meet the investment criteria in Kojamo's strategy. The main criteria include, among other things, the geographical area, micro-location, technical condition and potential net rental income yield of the property. Kojamo's strategic real estate portfolio development also includes making selective divestments of properties that are considered to no longer meet Kojamo's strategic goals.

Kojamo's investment function is responsible for the acquisition process which includes financial, commercial, legal and technical assessments provided by Kojamo's internal experts. The acquisition proposal is then presented to the Executive Vice President, Investments & Portfolio Management and Chief Executive Officer of Kojamo, who oversee the fulfilment of investment criteria and approve the tender offer and the terms and conditions. Tenders offers are indicative and subject to internal approval. In addition, tender bids exceeding the CEO's mandate are made subject to the Board of Director's approval of the terms and conditions and the final agreement is made once the Board of Directors has approved the acquisition.

Property divestment plans for the forthcoming year are prepared annually by Kojamo's investment unit. Divestments of properties are decided based on the same criteria as acquisitions. The investment unit prepares and implements the property divestments in-house and, if necessary, with the help of external advisors. As a general rule, properties are sold through a bidding process. The final decision for each sale is made by Kojamo's Management Team for the sale of individual properties and apartments and by the Board of Directors for sale of a significant part of the property portfolio. The Board of Directors of Kojamo oversees the implementation of the divestment plan.

Real Estate Management

As a part of its portfolio development strategy, Kojamo seeks to maintain the value of its rental apartments and properties and increase it in the long term as well as maintain and enhance the attractiveness of apartments and properties to tenants through systematic modernisation investments, repairs and maintenance scheme.

Modernisation investments are relatively large repair construction projects that can include major renovations of buildings, building components or technical building systems or equipment. In these projects, the aim is to maintain the building's quality level and value or to increase them in the long-term. In a modernisation investment, the building's quality level is in some cases raised substantially from the original quality level. For example, a modernisation project may include building an elevator or improving the building's energy efficiency by using structural (for example changing the windows) or technical (for example installation of heat pumps) methods.

The annual budget frame for modernisation investments is approved by the Board of Directors and based on this Kojamo's repair coordination group makes the decisions on modernisation investments. Modernisation investments are included in the annual budget as individual projects, and the annual modernisation budget is implemented in stages so that a permission is granted by the repair coordination group to execute the project after the coordinated competitive bidding phase. Kojamo assigns an in-house project manager to modernisation investment projects and in larger projects also an in-house supervisor to monitor and coordinate the general implementation of the project.

For the financial year ended 31 December 2023, modernisation investments amounted to EUR 26.7 million (EUR 22.5 million for the financial year ended 31 December 2022). On 17 August 2023, as part of its Saving Programme, Kojamo announced that it will not launch any new modernisation projects for the time being.

Repairs are smaller renovations that are made in order to keep the buildings and apartments in good general condition and attractive for the customers. Kojamo plans and budgets repairs annually in conjunction with real estate budgeting. Smaller repairs of building systems, equipment and surfaces are carried out continuously. Repair works are sought to be aggregated into a single competitive bidding process in order to benefit from economies of scale.

For the financial year ended 31 December 2023, repair expenses amounted to EUR 29.3 million (EUR 30.2 million for the financial year ended 31 December 2022). On 17 August 2023, as part of its Saving Programme, Kojamo announced that it will reduce repairs other than those supporting the renting of apartments, as long as it does not incur repair debt.

Maintenance contains various operations providing good daily living conditions in Kojamo's apartments. The maintenance services consist of, for example, monitoring the general condition of buildings and the technical systems, energy efficiency, cleaning and technical care of indoor and outdoor areas as well as minor repairs. Maintenance costs are budgeted annually containing, for example, building maintenance, heating, electricity, waste management, water, property management, property taxes, property insurances and other maintenance expenses.

For the financial year ended 31 December 2023, maintenance expenses amounted to EUR 115.7 million (EUR 103.1 million for the financial year ended 31 December 2022).

Kojamo's customer relations function controls and co-ordinates the day-to-day property management. The main point of contact for tenants in maintenance-related issues is Kojamo's in-house contact centre. Property managers have a pivotal role in delivering the customer experience and serving the tenants questions relating to the apartment or building they live in. Among other things, property managers handle service defects, make and manage work orders related thereto and are responsible for providing assistance to tenants relating to living in Kojamo's rental apartments as well as with moving in and out of rental apartments.

Day-to-day building maintenance services are sourced from selected external service providers. Local utilities, such as water and district heat, are sourced from regional water and district heating companies, and universal utilities for the whole apartment stock are sourced centrally. For example, property electricity is purchased and the electricity portfolio management related thereto is sourced from one electricity company. The significant concentration of Kojamo's residential properties in the Finnish Growth Centres enables the service partners to utilise economies of scale in service production and improves cost-effectiveness. Kojamo systematically monitors the quality and service level of the building maintenance services through technical inspections and service audits performed on-site, as well as through tenant satisfaction surveys.

To improve the quality of property maintenance and customer experience, Kojamo has introduced, in cooperation with many partners, Lumo branded caretakers in the Helsinki region. Lumo caretakers is an external service consisting of building maintenance and building services engineering professionals dedicated to Lumo housing units. Currently, there are three specialised groups of Lumo caretakers. The general Lumo caretakers perform regular house maintenance work and tasks based on maintenance schedules and defect notices by tenants and care for the general upkeep of outdoor areas. The Lumo caretakers specialising in housing conditions are building services engineering professionals whose focus is to resolve issues related to indoor conditions, preferably in a single visit. The Lumo caretakers specialising in landscaping perform more demanding green care and maintenance works in the outdoor areas.

Geographical Focus

Kojamo focuses its investments in the Finnish Growth Centres where it sees sufficient demand for rental apartments in the long term. Measured at fair value, 97.5 per cent. of Kojamo's housing stock is located in the Finnish Growth Centres. Kojamo considers that these areas have historically featured a positive demographic trend, comprehensive municipal and commercial service network, employment opportunities and ease of public transport. Kojamo aims to divest properties outside the Finnish Growth Centres. Investment properties are acquired in areas with well-established and functioning transport links and an established service sector.

As at 31 December 2023, Kojamo owned in aggregate 40,619 apartments in the Finnish Growth Centres as well as in certain other regions in Finland. As at 31 December 2023, Kojamo had 25,332 apartments in Helsinki region, which represented 62.4 per cent. of the total number of apartments in Kojamo's property portfolio. Tampere region accounted for 9.7 per cent. and the Turku region for 5.2 per cent. of the total number of apartments as at 31 December 2023.

The following charts set forth the geographical distribution on Kojamo's apartments by number of apartments and by their fair value as at 31 December 2023:

Figure 4: Apartment distribution, %

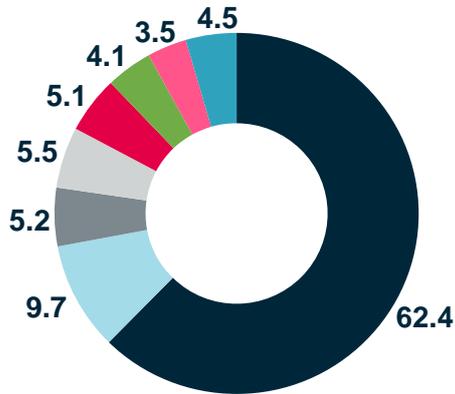
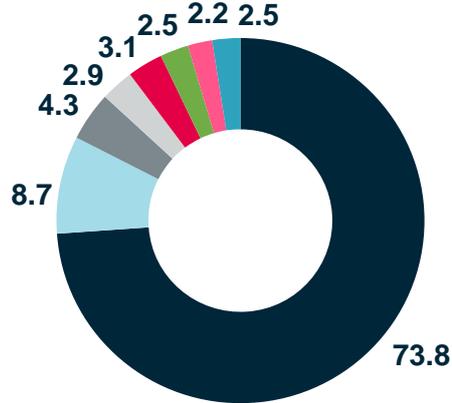


Figure 5: Fair value distribution, %



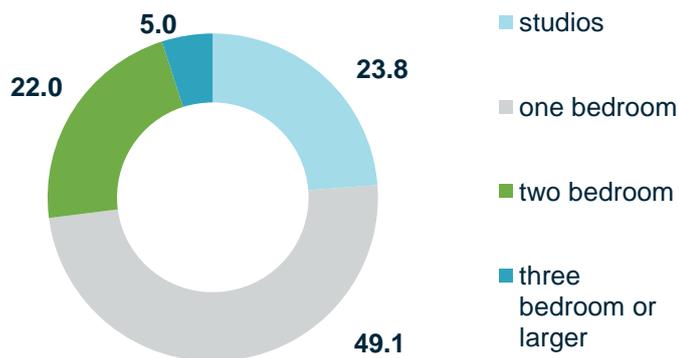
- Helsinki region
- Tampere region
- Turku region
- Oulu
- Jyväskylä
- Kuopio region
- Lahti region
- Others

Rental Apartments

As at 31 December 2023, 72.9 per cent. of Kojamo’s rental apartments were either studios or one-bedroom apartments. The average size of Kojamo’s rental apartments was approximately 52.8 square meters as at 31 December 2023.

The following charts set forth Kojamo’s apartment distribution by apartment type as at 31 December 2023:

Figure 6: Apartment type distribution, %



Rentals

As at 31 December 2023, there were in total approximately 65,472 residents in Kojamo's rental apartments. For the financial year ended 31 December 2023, the financial occupancy rate was 93.0 per cent. (92.0 per cent. for the financial year ended 31 December 2022) and the tenant turnover was 29.5 per cent. (31.1 per cent. for the financial year ended 31 December 2022). The charts below set forth the financial occupancy rate and tenant turnover of Kojamo from 2019 to 2023:

Figure 7: Financial occupancy rate, %

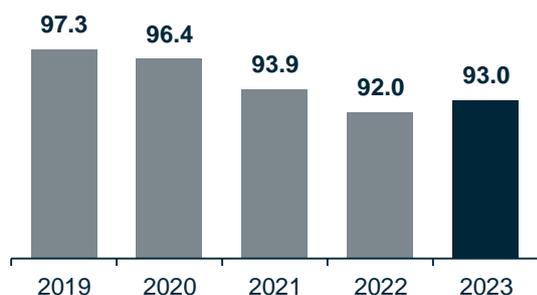
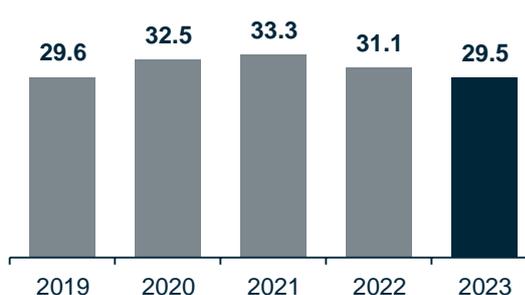


Figure 8: Tenant turnover, % excluding internal turnover



Financial occupancy rate = (Rental income / potential rental income at full occupancy) x 100. Financial occupancy rate does not include apartments under renovation

Tenant turnover = (terminated rental agreements under the period / number of apartments) x 100

The calculation method of tenant turnover has been changed, starting from 1 January 2017. The comparison data has not been modified to reflect the new calculation method

Source: Kojamo plc's Financial Statements Release 2023.

The average monthly rent of rental apartments as at 31 December 2023 was EUR 17.81 per square meter (EUR 17.55 as at 31 December 2022). For the financial year ended 31 December 2023, the yearly average monthly rent of rental apartments was EUR 17.74 (EUR 17.30 for the financial year ended 31 December 2022).

Kojamo's current lease agreements enable rents in Lumo apartments to be increased annually based on the change in the CPI (Consumer Price Index) plus a maximum of 5 percentage points. In the lease agreements made since 1 January 2018, the rent levels are reviewed every 12 months starting from the date on which the lease agreement was signed.

Kojamo's financial department is responsible for Kojamo's rent collection processes and management of outstanding rents. The due date of rent is agreed on the lease agreement and is usually the second day of the month. As at the date of this Base Prospectus, a penalty interest of 11.5 per cent. is applied to overdue rents.²⁵ If rent is late for more than three weeks, a reminder is sent to the tenant. If rent is not paid despite such reminder, the collection of rent is transferred to an external collection agency. If the same tenant has outstanding rents for two months, legal proceedings, including eviction, are considered.

Given its long experience in tenant management and the number of apartments as well as statistical analysis related thereto, Kojamo has opted not to take rental security deposits against payment default or damage risk in certain Lumo apartments. To minimise the risk of payment defaults, Kojamo has introduced rental liaison officers whose task is to actively identify tenants who have problems with payment or whose life situation puts them at increased risk of payment defaults. The rental liaison officers provide support and try to come up with solutions in co-operation with tenants. The rental liaison officers contact the tenants to discuss alternative solution such as

²⁵ The penalty interest rate is based on the Finnish Interest Act according to which the amount of the interest is seven percentage points higher than the reference rate in force at the time in question. The reference rate is the interest rate applied by the European Central Bank to its most recent main refinancing operation carried out before the first calendar day of each half-year rounded up to the nearest half percentage point. The reference rate in force on the first calendar day of the half year in question applies for the following six months.

negotiating a scheme of payment or drawing up a service plan that may include, for example, counseling in financial issues or support in social welfare related matters.

Property Portfolio Valuation

Kojamo applies the “IAS 40—*Investment Properties*” standard in the valuation of its investment properties, whereby investment property is measured at fair value, with changes in fair values being recognised in profit or loss for the period in which they arise. As at 31 December 2023, the aggregate fair value of investment properties was EUR 8.0 billion.²⁶

The fair values of investment properties measured by Kojamo are based on yield value or balance sheet value (acquisition cost). Yield value measurement is based on 10-year discounted cash flow (DCF) calculations, in which the terminal value of the property is calculated based on direct primary ownership and net yield in year 11. The discount rate is the 10-year cash flow yield requirement plus inflation. For the financial year ended 31 December 2023, Kojamo used an average yield requirement (weighted) of 4.11 per cent. for the capital region, 5.00 per cent. for other regions of Finland and 4.40 per cent. for Group total.

On completion, newly developed properties are moved from balance sheet value measurement to yield value measurement in the quarter they are completed. The development margin, if any, is recognised as income in connection with this transition. Completed properties acquired by the Group are treated in their first quarter using the acquisition cost and subsequently using the yield value method. The yield value method is used to measure the value of properties that are not subject to restrictions.

The yield value method is also used to measure the value of properties that can be sold as entire properties but not apartment by apartment due to restrictions stipulated by the legislation concerning state-subsidised rental housing. The disposal of such properties is only possible when the entire property is sold, and it must be sold to a party that will continue to use the property for the provision of rental housing until the restrictions expire. The rents for such properties can be set freely. The yield value method is used to measure the value of properties that belong to the following restriction groups: free of restrictions, subject to extension restrictions, 20-year interest subsidy and 10-year interest subsidy.

The yield requirements are analysed on a quarterly basis in connection with valuation. The determination of the yield requirement is based on the size of the municipality. In larger cities, several area-specific yield requirements are determined while, in smaller cities, the yield requirement is set at the municipal level. The yield requirement for terraced houses is increased by 20 basis points. Properties with a particularly large proportion of premises that are not in residential use (in excess of 40 per cent. of the total floor area) are analysed separately.

The balance sheet value is used for the measurement of residential and commercial properties whose disposal price is restricted under the legislation governing state-subsidised rental properties, meaning that their disposal price cannot be determined freely. The balance sheet value method is used to measure the value of properties that belong to the following restriction groups: arava (state-subsidised rental properties) and 40-year interest subsidy.

The fair value of property development projects, the plot reserve and shares and holdings related to investment properties is the original acquisition cost.

Up until the financial period ended 31 December 2019, Kojamo utilised transaction value technique for the properties of which individual apartments could be sold by Kojamo without restrictions (primarily Lumo apartments). The transaction value of the properties as of the valuation date was calculated based on actual sales prices of comparable apartments for the two preceding years with various building level adjustments. On 6 June 2019, Kojamo announced its plan to shift to a yield-based valuation technique in the valuation of its investment properties in the financial statements for the financial year ended 31 December 2019. The change to the yield-based valuation technique made Kojamo more comparable with its relevant international peer group.

²⁶ Includes investment properties classified as non-current assets held for sale.

Kojamo's property valuation model and methodology are reviewed on a quarterly basis by Jones Lang LaSalle Finland Oy, an independent external valuation expert. The most recent review was conducted in 31 December 2023. The parameters used by Kojamo in its appraisal model are market-based and the calculations meet general requirements and principles. According to Jones Lang LaSalle Finland Oy's review statement (Statement on the valuation of Kojamo plc's Investment Properties) concerning 31 December 2023, the internal valuation process of apartment properties used by Kojamo is estimated to be compliant with the IFRS, IVSC (International Valuation Standards) and RICS valuation standards and guidance and provides appropriate and adequate information of property valuation principles and property values.

Legal Proceedings

Neither Kojamo nor any member of the Group is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which Kojamo is aware) during the previous twelve months preceding the date of this Base Prospectus which may have or have had in such period or in the recent past a significant effect on Kojamo's and/or the Group's financial position or profitability. Kojamo's management is not aware of any facts or circumstances that could reasonably be expected to lead to any material claims being made against the Group in the foreseeable future. As at the date of this Base Prospectus, Kojamo has a limited number of individual disputes pending which Kojamo considers to be of negligible value.

Environment

Kojamo is continually developing its operations in order to improve its environmental efficiency. Kojamo's guiding principle is to adopt the most appropriate and efficient use of energy without compromising the quality and conditions of housing. The most significant environmental aspect Kojamo takes into consideration is the energy consumption and the related CO₂ emissions of its property portfolio. Energy usage is continually being improved based on the goals agreed upon for the Rental Property Action Plan under the Property and Building Sector Energy Efficiency Agreement 2017–2025 (VAETS II), which is a governmental voluntary action plan for the real estate industry to improve its energy efficiency.

Kojamo continually increased the energy efficiency of its property portfolio by investing in the improvement of energy efficiency of existing buildings and in the development of new energy efficient buildings. Kojamo aims to increase the efficiency of its energy consumption by 7.5 per cent. by 2025. In all of its new construction projects, Kojamo's goal is to ensure that its development projects that utilise Kojamo's own plot reserve are virtually zero-energy buildings in accordance with the nZEB principles.

During the fourth quarter of 2023, three geothermal projects were completed in the capital region. Towards the end of the year, Kojamo focused on basic maintenance of the properties, as the exceptionally cold weather in Finland brought the need for certain building technical measures in several locations to ensure sufficient indoor conditions.

Kojamo takes advantage of digitalisation in property maintenance. For example, heating for nearly 31,000 homes is controlled by an optimisation solution. The system optimises energy consumption by utilising temperature data from the apartments, weather forecast data and the energy consumption profiles that the system learns for each building. In addition, over 90 per cent. of Kojamo's properties are connected to a remote monitoring system for energy and water consumption, making it easier to target energy saving measures. Kojamo is also piloting a smart home concept that will be used at the certain new construction projects in the future.

In the area of energy recycling, Kojamo is currently examining and implementing the use of property-specific exhaust air heat pumps to recover waste heat from ventilation. Kojamo has also implemented an operational model for the management of water consumption in order to ensure that water fittings are maintained and equipped with water-saving components in conjunction with the regular maintenance cycle (six to eight years).

Preventing climate change is a long-term commitment at Kojamo and a consideration in all its business development actions. Kojamo is committed to owning only assets that are net zero carbon in operation by the end of 2030. This target is Kojamo's commitment to the World Green Building Council's Net Zero Carbon Buildings Commitment.

Kojamo continues to invest in Finnish Growth Centres, in locations with good public transportation connections and services. Kojamo promotes sustainability related services such as ecological driving through its car sharing services offered to residents of Lumo homes.

Moreover, Kojamo is constantly striving to improve waste management on its properties and apartment buildings. The aim is to continuously develop recycling solutions and offer comprehensive recycling opportunities to Lumo residents.

In addition, Kojamo assesses climate risks as part of its corporate level risk assessment process. Kojamo aims to prevent and reduce the environmental impacts of its operations throughout the life cycle of properties, from planning to reuse. The aim is to continuously work towards the increase in energy and material efficiency and the usage of circular economy adapted models.

All Kojamo offices are WWF Green Office certified. Kojamo has been one of the developers of the Green Office concept in Finland and Kojamo's head office in Helsinki has been a Green Office since the programme was launched in 2002. The aim of the Green Office scheme is to help offices reduce their environmental load, to increase employees' environmental awareness and to achieve energy savings.

Kojamo is a member of several sustainability and corporate responsibility related associations in Finland. Climate Leadership Coalition (CLC) strives its members to move towards carbon neutral operating methods and become climate leaders. The Helsinki Climate Partners network is intended for companies that want to take part in making Helsinki a carbon neutral city. Kojamo has made a commitment to the Helsinki Climate Partners to increase energy efficiency and decrease carbon emissions of the property portfolio. Kojamo is also a member in FIBS (Finnish Business and Society), the largest corporate responsibility network in the Nordic countries.

During 2016–2021, the European Investment Bank has granted a total of EUR 204 million of funding to Kojamo for the production of energy-efficient housing. Since 2016, Kojamo's own new construction has comprised only nearly zero-energy properties (nZEB). The aim is to reduce energy consumption and carbon dioxide emissions and thereby support EU emission reduction targets.

Sustainability

Pursuing corporate responsibility is integral to Kojamo's operations and corporate culture. Kojamo places particular focus on its responsibility towards its customers, its obligations as a contractor as well as clear communication to its shareholders about corporate and social responsibility processes. Kojamo acts transparently and responsibly and also requires its partners to operate responsibly. Kojamo works to ensure its future operating conditions by managing the risks associated with its cooperation network, maintaining the condition of its apartments and good tenancy relationships, as well as developing innovative new services.

Kojamo published its sustainability programme in December 2020. The sustainability programme includes Kojamo's sustainability focus areas and objectives until 2030 and supports the execution of Kojamo's strategy, while being based on materiality analysis.

With its sustainability programme, Kojamo is committed to the UN Sustainable Development Goals for 2030, in particular the eight development goals that Kojamo is able to have the greatest impact on: good health and well-being; gender equality; affordable and clean energy; decent work and economic growth; industry, innovation and infrastructure; sustainable cities and communities; responsible consumption and productions; and climate action.

Kojamo is committed to developing new and modern construction solutions, housing services and eco-friendly innovations by which it builds sustainable cities and improve the energy efficiency of its housing stock. Kojamo invests in growth centres, in locations with good public transport connections and services. Kojamo wants to create better urban housing and urban environments that are comfortable, safe and in line with the principles of sustainable development. Increasing the supply of rental apartments in growth centres supports the vitality and economic activity of cities, thereby supporting well-being throughout society.

Kojamo's most significant environmental impact arises from the energy consumption of its properties and the resulting carbon dioxide emissions. Kojamo's principle is to consume energy as efficiently as possible without compromising on the quality of housing and the conditions its residents live in.

Kojamo has set carbon-neutral energy consumption for its entire property portfolio by 2030 as its primary target. The other key **targets** related to the focus area are the following:

- the property electricity used by Kojamo's property portfolio is to be 100 per cent. carbon neutral; and
- all of Kojamo's new development projects, the planning of which began in 2021 or later, will be implemented with an E value of ≤ 80 .

Kojamo's main objectives are satisfied residents and increasing its Net Promoter Score (**NPS**). Kojamo measures customer satisfaction by taking NPS measurements at different stages of the customer path. The score awarded to Kojamo in 2023 was 50. Kojamo also aims to make the Lumo webstore the easiest way to rent a home. A further goal is that the Lumo services create added value in housing.

The other key targets related to the focus area and the progress made in achieving these key targets is shown below:

- By the end of 2023, 90 per cent. of Kojamo's households will use the My Lumo service:
 - Performance indicator 1: Percentage of households using My Lumo, result 2023: 81.0 per cent.
 - Performance indicator 2: Percentage of customers using My Lumo, result 2023: 86.0 per cent.
- Kojamo will improve the waste recycling rate of its properties to 55 per cent. by the end of 2023:
Performance indicator: Waste recycling rate of the property portfolio, result 2023: 33.0 per cent.
- Kojamo will promote a strong sense of community in housing through its active Lumo teams, among other means:
Performance indicator: Number of Lumo teams and percentage of all properties, result 2023: 429 pcs and 56.0 per cent.
- By the end of 2025, the opportunity to use a shared vehicle will be offered at all of Kojamo's properties:
Performance indicator: Percentage of properties with possibility to share a vehicle, result 2023: 100 per cent.

Ensuring a high level of information security and data protection is of vital importance in all of Kojamo's operations. The risks associated with new products, services and systems are assessed before their implementation. Personal data is processed carefully, in accordance with the relevant legislative requirements and in compliance with good data processing practices. Kojamo has also taken steps to prepare for exceptional circumstances such as potential breaches of information security. Effective data protection is important not only to fulfil legislative requirements but also to maintain a reliable reputation and good customer experience. Kojamo complies with the provisions of the General Data Protection Regulation in all operations.

Kojamo published its Supplier Code of Conduct in 2020. The Supplier Code of Conduct is incorporated into all of Kojamo's new partnership agreements from 2021 onwards and applies to all of Kojamo's purchasing activities.

Kojamo's anti-grey economy models exceed the legislative requirements in many respects. Partners who are in a business relationship with Kojamo and participate in the supply chain are obliged to observe the provisions of the Act on the Contractor's Obligations and Liability when Work is Contracted Out (the **Contractor's Liability Act**) and other applicable legislation. Further, Kojamo's external partners are also obliged to comply with all laws and regulations pertaining to taxation and money laundering as well as all applicable economic and trade sanctions.

Kojamo's partners are required to join the Reliable Partner service maintained by Vastuu Group Oy and the related reporting is required to be kept up-to-date throughout the duration of the agreement. Kojamo monitors the information required by the Contractor's Liability Act for all of the companies in its purchasing network.

The taxes and tax-like charges paid by Kojamo totalled approximately EUR 85 million in 2023 and approximately EUR 95 million in 2022. Kojamo pays all of its taxes in Finland.

Kojamo's sponsorship and grant programme provides financial support for young talent. The programme covers not only individual sports but also team sports. Personal grants are awarded to athletes aged 12–20 to encourage them in their sporting careers. Those living in Kojamo's apartments are given priority.

Kojamo has revised its sustainability reporting with the aim of communicating the results of its sustainability efforts to its stakeholders with increased transparency. In addition to the statement of non-financial information included in the financial statements, Kojamo publishes a sustainability report as part of its yearly annual report to describe its sustainability efforts and their results in more detail. Kojamo's report on the year 2022 is based on the Global Reporting Initiative (GRI) framework and the European Public Real Estate Association's Sustainability Best Practices Recommendations (EPRA sBPR, 3rd edition).

EPRA assesses the financial statements and sustainability reports of European listed property companies yearly and grants awards to the best companies. EPRA recognised Kojamo's financial statements for 2022 with a Gold award for the fifth consecutive year and Kojamo's sustainability report for 2022 with a Silver award for the fourth consecutive year.

In 2023, Kojamo participated in the GRESB Sustainability Assessment for the fourth time and achieved its best result yet, 78/100, earning the Green Star designation and three stars out of five. Kojamo scored above the average score for all participants in the assessment (75) and achieved full score in areas such as sustainable management. Kojamo participated in the separate GRESB Public Disclosure assessment, which measures the transparency and scope of public disclosures on sustainability. In this assessment, Kojamo achieved the highest possible score (A) and ranked second in its comparison group (Northern Europe, Residential).

Kojamo is not yet covered by the requirement to report according to EU taxonomy, but it has carried out a study and report on the EU taxonomy eligibility and alignment of its business to frontload its efforts. In 2021, Kojamo reported on its taxonomy eligibility and determined that 100 per cent. of its total revenue, operational costs and investments are taxonomically eligible. In 2022, Kojamo reported on the taxonomy alignment of its business operations. For the year 2023, Kojamo revised its taxonomy reporting in accordance with the European Public Real Estate Association (**ERPA**) taxonomy reporting recommendations updated in November 2023.

According to EPRA's recommendations, Kojamo has interpreted that only activity 7.7 "Acquisition and ownership of buildings" is relevant to its business when reviewing objectives related to climate change. Therefore, Kojamo has interpreted that its taxonomy reporting should only cover 7.7. "Acquisition and ownership of buildings" in terms of climate change mitigation and climate change adaptation. Accordingly, Kojamo's taxonomy alignment reporting for 2023 covers the acquisition and ownership of buildings and substantial contribution to climate change mitigation. The existing portfolio makes up the majority of Kojamo's business operations.

Insurance

The properties owned by Kojamo are covered with full value insurance policies which, as at the date of this Base Prospectus, are provided by If P&C Insurance Ltd (publ), branch in Finland. These insurances cover sudden and unforeseen direct property damage resulting from, for example, water and fire as well as theft and malicious damage. In addition, Kojamo has various other insurances, including cyber insurance, third-party liability insurance for business operations and for the Board of Directors and managing director of Kojamo as well as insurance for buildings and movable property and statutory accident insurance, all subject to standard limitations in the Finnish insurance market. Kojamo reviews its insurance policies on a regular basis as a matter of its general risk management.

Personnel

As at 31 December 2023, the number of Kojamo's personnel was 288 of whom 271 have permanent contracts.

On 17 August 2023, Kojamo announced that it will commence change negotiations. The negotiations concerned all employees of Kojamo, except the CEO of Kojamo plc. As the result of the negotiations, 59 employees were laid off until further notice or for a fixed term, and five person's duties ended permanently.

Material Agreements

Please see the financing agreements described below in “— *Financing and Capital Structure*”.

Financing and Capital Structure

General

Kojamo finances its business operations and investments utilising both cash flows from operations and debt. As at 31 December 2023, the majority of Kojamo's loans were unsecured. Unsecured debt represented 76.2 per cent. of the total loan portfolio, while the portion of secured debt was 23.8 per cent. Kojamo's equity ratio was 44.5 per cent. as at 31 December 2023. As at the date of this Base Prospectus, Kojamo's interest-bearing liabilities consist of bonds, loans from financial institutions, interest subsidy loans, lease liabilities and commercial papers. Certain key figures of Kojamo related to its financing and capital structure are presented in the table below.

	As at 31 December 2023	As at 31 December 2022	As at 31 December 2021
Equity ratio, %	44.5	45.3	49.0
Loan to Value, %	44.6	43.7	37.7
Hedging ratio, %	93	84	92
Solvency ratio	0.44	0.42	0.36
Secured solvency ratio	0.10	0.09	0.09
Coverage ratio	3.6	3.8	3.9
Unencumbered assets ratio, %	74.7	87.1	86.3
Average interest rate of loan portfolio, %*	2.4	1.9	1.8
Average loan maturity, years	2.8	3.5	4.3
Average interest rate fixing period, years	2.9	3.2	4.2

* Includes interest rate derivatives

Interest-bearing Liabilities

The following table sets forth the Group's debt portfolio as at the dates indicated:

	As at 31 December 2023	As at 31 December 2022	As at 31 December 2021
<i>(EUR in millions)</i>			
Non-current			
Bonds	1,558.7	2,139.2	2,037.2
Loans from financial institutions	1,353.3	1,092.7	1,101.5
Interest subsidy loans	18.8	26.2	26.5
Lease liability	76.4	72.4	69.7
Total	3,007.2	3,330.5	3,234.8
Current			
Bonds	434.5	199.8	-
Loans from financial institutions	110.6	108.4	41.1
Interest subsidy loans	0.2	0.3	0.3

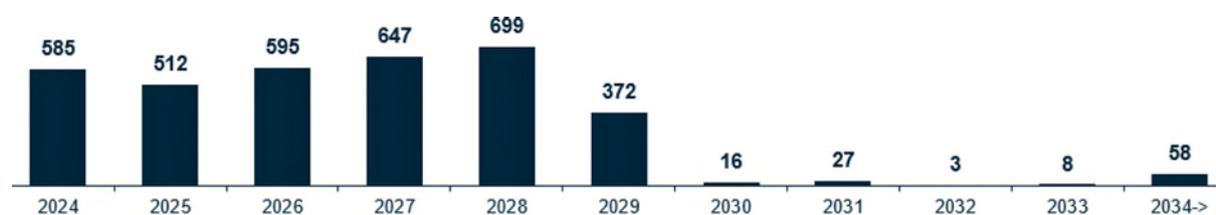
Other loans	6.0	6.2	6.4
Commercial papers	39.7	30.9	50.0
Lease liability	2.2	2.1	1.8
Total	593.2	347.7	99.7
Total interest-bearing liabilities	3,600.4	3,678.2	3,334.5

Of the Group's total interest-bearing liabilities of EUR 3,600.4 million as at 31 December 2023, the Issuer had EUR 2,879.6 million of interest-bearing liabilities and the Issuer's subsidiaries had EUR 720.9 million of the interest-bearing liabilities. Of the Group's total secured and unsecured debt²⁷ amounting to EUR 3,521.8 million as at 31 December 2023, the Issuer had EUR 435.8 million of secured and EUR 2,443.8 million of unsecured debt, whereas the Issuer's subsidiaries had EUR 403.5 million of secured and EUR 238.7 million of unsecured debt.

As at 31 December 2023, the average loan maturity of Kojamo was 2.8 years (3.5 years as at 31 December 2022). In 2024, EUR 585.4 million of the short-term and long-term debt of Kojamo will mature (EUR 511.6 million in 2025 and EUR 595.0 in 2026).

The following chart sets forth information on the maturity profile of Kojamo's short and long-term debt:

Figure 9: Distribution of the Group's loan maturities 31 December 2023, EUR million



Bonds

Unsecured Notes

In March 2021 Kojamo published its Green Framework, which links the Group's sustainability targets and climate actions with the Group's investments and their financing. Within the framework, Kojamo can finance or refinance investments that promote sustainable and low-carbon urban development with green bonds or other green debt instruments. The Green Framework was updated in February 2024.

On 31 March 2022, Kojamo plc completed the issue of EUR 300 million unsecured green notes due 31 March 2026 under the Programme (the **2026 Notes**). On 28 May 2021, Kojamo plc completed the issue of EUR 350 million unsecured green notes due 28 May 2029 under the Programme (the **2029 Notes**). On 27 May 2020, Kojamo plc completed the issue of EUR 500 million unsecured notes due 27 May 2027 under the Programme (the **2027 Notes**). On 7 March 2018, Kojamo plc issued EUR 500 million unsecured notes due 7 March 2025 (the **2025 Notes**). On 19 June 2017, Kojamo plc issued EUR 500 million unsecured notes due 19 June 2024 (the **2024 Notes**, and together with the 2026 Notes, 2029 Notes, the 2027 Notes and the 2025 Notes the **Unsecured Notes**²⁸). The Unsecured Notes are listed on the Official List of Euronext Dublin and have been rated Baa2 by Moody's. The 2026 Notes bear interest at the rate of 2.000 per cent. per annum, the 2029 Notes bear interest at the rate of 0.875 per cent. per annum, 2027 Notes bear interest at the rate of 1.875 per cent. per annum, the 2025 Notes bear interest at the rate of 1.625 per cent. per annum and the 2024 Notes at the rate of 1.500 per cent. per annum. On 22 January

²⁷ Interest-bearing debt = Interest-bearing liabilities – Lease liabilities.

²⁸ On 15 June 2023, Kojamo announced invitations to the holders of the 2024 Notes and 2025 Notes to tender their notes for purchase by Kojamo plc for cash in an aggregate nominal amount of up to the maximum acceptance amount of EUR 150,000,000. The final results of the tender offers were announced 22 June 2023. Following the completion of the tender offers, EUR 434,485,000 in aggregate nominal amount of the 2024 Notes remains outstanding and EUR 415,515,000 in aggregate nominal amount of the 2025 Notes remains outstanding.

2024, Kojamo plc issued EUR 200 million unsecured green notes as a private placement under the Programme as an increase to the 2029 Notes.

Kojamo's Unsecured Notes include financial covenants whereby the Kojamo Group's solvency ratio must not exceed 0.65, its secured solvency ratio must not exceed 0.45 and its interest coverage ratio must be 1.8 or over. These ratios are reviewed on a quarterly basis. Kojamo has always fulfilled the covenant terms. The Unsecured Notes contain a customary change of control clause, requiring prepayment of the Unsecured Notes in connection with certain change of control events.

The trustee of the notes may (and in specified circumstances shall) declare the Unsecured Notes to be immediately due and payable if an event of default occurs. The events of default include among other things non-payment of any sums under the Unsecured Notes (subject to remedy periods of 7 days for principal and 14 for interest), breach of other obligations, cross default, winding up, cessation of business and insolvency or analogous proceedings of the Issuer or material subsidiaries.

Loans from Financial Institutions

As at 31 December 2023, loans from financial institutions amounted to EUR 1,463.9 million, representing 40.7 per cent. of total interest-bearing liabilities. The loans from financial institutions are all loans from banks or other financial institutions and exclude the bonds issued by Kojamo. Kojamo's unsecured and secured loans from financial institutions include financial covenants that measure the solvency ratio, the proportion of secured loans and the capacity of the business to cover its interest liabilities. Covenants are reviewed quarterly. Kojamo has always fulfilled the covenant terms.

Several companies of the Kojamo Group have entered into bilateral term loan agreements with various financial institutions active in the Finnish market. These loan facilities are mainly based on the standard terms and conditions of the respective lenders. The loan facilities comprise both secured and unsecured loans. The secured loans are secured by *inter alia* real estate mortgages and shares in the subsidiaries, in addition to which Lumo Kodit Oy and Kojamo plc have granted guarantees for some of these loans.

In October 2023, Kojamo signed a new EUR 425 million credit facility agreement linked to its sustainability targets together with five relationship banks. The syndicated loan is secured and has a maturity of three years with two one-year extension options. The loan will be used for the refinancing of Kojamo's existing indebtedness as well as for the Kojamo Group's general financing needs.

In May 2023, Kojamo signed a new EUR 425 million credit facility agreement linked to its sustainability targets together with six relationship banks. The syndicated loan is secured and has a maturity of three years with two one-year extension options. The loan will be used for the refinancing of Kojamo's existing indebtedness as well as for the Kojamo Group's general financing needs.

In April 2023, Kojamo signed a new EUR 75 million credit agreement with Aktia Bank Plc. The credit agreement is unsecured and has a maturity of five years. The loan was used for the refinancing of a EUR 50 million credit agreement with Aktia that matured in summer 2023, as well as for the Kojamo Group's general financing needs.

Interest Subsidy Loans

Interest subsidy loans amounted to EUR 18.8 million as at 31 December 2023 and EUR 26.2 million as at 31 December 2022.

Commercial Paper Program

Kojamo has a commercial paper program of EUR 250 million to back short-term funding needs. The borrowing under commercial paper program totalled EUR 39.7 million as at 31 December 2023 and EUR 30.9 million as at 31 December 2022.

Revolving Credit Facility Agreements

Kojamo has entered into three committed revolving credit facility agreements (the **RCFs**) with total credit amount of EUR 275 million. The lenders for the RCFs are Danske Bank A/S, Finland Branch, Svenska Handelsbanken AB (publ.), Branch Operation in Finland and Swedbank AB (publ.). The RCFs bear interest rate of EURIBOR plus applicable margin.

In January 2021 Kojamo plc signed a committed EUR 75 million revolving credit facility linked to its sustainability targets with Danske Bank A/S, Finland branch. The revolving credit facility is unsecured and has a maturity of three years with two one-year extension options. The extension options have been used and the facility matures in January 2026. The credit facility will be used for the Group's general financing needs and it replaced the previous EUR 55 million revolving credit facility signed with Danske Bank, maturing in 2021.

In March 2021 Kojamo plc signed a committed EUR 100 million revolving credit facility linked to its sustainability targets with Handelsbanken. The revolving credit facility is unsecured and has a maturity of five years. The revolving credit facility will be used for the Group's general financing needs and it replaced EUR 100 million revolving credit facility signed with Handelsbanken, maturing in 2022.

In March 2022 Kojamo plc signed a committed EUR 100 million revolving credit facility linked to its sustainability targets with Swedbank AB (publ). The revolving credit facility is unsecured and has a maturity of three years with two one-year extension options. The extension options have been used and the facility matures in March 2027. The credit facility will be used for the Group's general financing needs and it replaced the previous EUR 100 million revolving credit facility signed with Swedbank, maturing in 2022.

The RCFs have been originally made at different times with a tenor of 3 to 5 years. The agreement with the farthest due date and with a total principal of EUR 100 million, matures in March 2027. Kojamo's unsecured credit facilities include financial covenants that measure the solvency ratio, the proportion of secured loans and the capacity of the business to cover its interest liabilities. Kojamo has always fulfilled the covenant terms.

In addition, Kojamo has an uncommitted credit facility of EUR 5 million from Nordea Bank Abp (formerly Nordea Bank AB (publ), Finnish branch). The uncommitted credit facility does not have a determined tenor and no covenants or collaterals are in place regarding it.

As at the date of this Base Prospectus, all of the credit facilities were unused.

Dividend Policy

Kojamo's objective is to be a stable dividend payer whose annual dividend payment will be at least 60 per cent. of FFO, provided that the Group's equity ratio is 40 per cent. or more and taking account of Kojamo's financial position. There can be no assurances that dividends will be paid in the future, nor are there any assurances as to the amount of dividends to be paid for a particular year.

Recent Developments

Kojamo's Annual General Meeting 2024 was held on 14 March 2024. The Annual General Meeting resolved that no dividend be paid from the distributable funds of Kojamo plc based on the balance sheet adopted for the financial year 2023. In addition, the Annual General Meeting resolved to elect Mikael Aro (Chairman), Kari Kauniskangas, Anne Koutonen, Veronica Lindholm, Mikko Mursula, Annica Ånäs and Andreas Segal to the Board of Directors.

ALTERNATIVE PERFORMANCE MEASURES

Alternative Performance Measures

Kojamo presents in this Base Prospectus certain performance measures, which in accordance with the “Alternative Performance Measures” guidance by the European Securities and Markets Authority (ESMA) are not accounting measures of historical financial performance, financial position and cash flows, defined or specified in IFRS, but which are instead alternative performance measures. These alternative performance measures are the following:

- Net rental income, which measures the profitability of the Group’s rental business after the deduction of maintenance and repair costs.
- Net rental income margin, which reflects the ratio between net rental income and total revenue.
- Profit/loss before taxes, which measures profitability after operative costs and financial expenses.
- EBITDA, which measures operative profitability before financial expenses, taxes and depreciation.
- EBITDA margin, which discloses EBITDA in relation to net sales.
- Adjusted EBITDA, which measures the profitability of the Group’s underlying rental operations excluding gains/losses on sale of properties and unrealised value changes of investment properties.
- Adjusted EBITDA margin, which discloses adjusted EBITDA in relation to total revenue.
- Funds from operations (FFO), which measures cash flow before change in net working capital. The calculation of this performance measure takes into account financial expenses and current taxes but excludes items not directly connected to rental operations, such as unrealised value changes.
- FFO margin, which discloses FFO in relation to total revenue.
- FFO per share, which illustrates FFO for an individual share.
- FFO excluding non-recurring costs, which measures cash flow before change in net working capital. The calculation of this performance measure takes into account financial expenses and current taxes but excludes items not directly connected to rental operations, such as unrealised value changes and non-recurring costs.
- Adjusted funds from operations (AFFO), which measures cash flow before change in net working capital, adjusted for modernisation investments. The calculation of this performance measure takes into account modernisation investments, financial expenses and current taxes but excludes items not directly connected to rental operations, such as unrealised value changes.
- Interest-bearing liabilities, which measures the Group’s total debt.
- Return on equity (ROE), which measures financial result in relation to equity. The performance measure illustrates Kojamo’s ability to generate a return for the shareholders.
- Return on investment (ROI), which measures financial result in relation to invested capital. The performance measure illustrates Kojamo’s ability to generate a return on the invested funds.
- Equity ratio, which is a performance measure for balance sheet structure which discloses the ratio of equity to total capital. The performance measure illustrates the Group’s financing structure.
- Loan to Value (LTV), which discloses the ratio of net debt to investment properties. The performance measure illustrates the Group’s indebtedness.

- Dividend/earnings, which measures the ratio of dividends to earnings. This performance measure illustrates how large a proportion of its earnings the Group distributes to its shareholders.
- Price/Earnings ratio (P/E), which illustrates the ratio between the share price and earnings per share. This performance measure illustrates the share's payback period based on the closing price and current earnings.
 - Effective dividend yield, which illustrates the ratio between earnings per share and the share price.
 - Gross investments, which illustrates total investments including acquisitions, development investments, modernisation investments and capitalised interest.
 - Coverage ratio, which illustrates debt service capacity.
 - Solvency ratio, which illustrates net debt against total assets.
 - Secured solvency ratio, which illustrates secured indebtedness against total assets.
 - Unencumbered asset ratio, which discloses the amount of assets with no encumbrance to total assets.

Kojamo presents alternative performance measures as additional information to financial measures presented in the consolidated income statements, consolidated balance sheets and consolidated statements of cash flows prepared in accordance with IFRS. In Kojamo's view, the alternative performance measures provide to the management, investors, securities analysts and other parties significant additional information related to Kojamo's results of operations, financial position or cash flows and are often used by analysts, investors and other parties.

The alternative performance measures should not be considered in isolation or as substitute to the measures under IFRS. All companies do not calculate alternative performance measures in a uniform way, and, therefore, the alternative performance measures presented in this Base Prospectus may not be comparable with similarly named measures presented by other companies.

SELECTED CONSOLIDATED FINANCIAL INFORMATION

The following tables present selected audited consolidated financial information for the Issuer as at and for the financial years ended 31 December 2023, 2022 and 2021. The audited consolidated financial information presented below has been derived from the Issuer's audited consolidated financial statements as at and for the financial years ended 31 December 2023, 2022 and 2021.

The audited consolidated financial statements of the Issuer as at and for the financial years ended 31 December 2023, 2022 and 2021 have been prepared in accordance with the applicable IFRS as adopted by the European Union.

	For the year ended 31 December		
	2023 (audited)	2022 (audited)	2021 (audited)
CONSOLIDATED INCOME STATEMENT	<i>(EUR in millions)</i>		
Total revenue	442.2	413.3	391.7
Maintenance expenses	-115.7	-103.1	-96.9
Repair expenses	-29.3	-30.2	-32.4
Net rental income	297.2	280.1	262.3
Administrative expenses	-45.6	-43.1	-37.3
Other operating income	4.0	3.8	4.6
Other operating expenses	-0.3	-0.3	-0.7
Profit/loss on sales of investment properties	0.2	0.2	0.3
Profit/loss on sales of trading properties	-	0.0	-
Profit/loss on fair value of investment properties	-295.4	-682.0	1,105.7
Depreciation, amortisation and impairment	-1.3	-1.2	-1.2
Operating profit/loss	-41.1	-442.5	1,333.7
Financial income	13.5	9.6	4.8
Financial expenses	-84.8	-67.0	-59.7
Total amount of financial income and expenses	-71.3	-57.4	-54.9
Share of result from associated companies	0.1	0.1	0.1
Profit/loss before taxes	-112.3	-499.8	1,278.9
Current tax expense	-16.5	-17.3	-18.8
Change in deferred taxes	39.8	117.2	-236.7
Profit/loss for the period	-89.0	-399.8	1,023.4
Profit/loss for the financial period attributable to shareholders of the parent company	-89.0	-399.8	1,023.4
Earnings per share based on profit/loss attributable to shareholders of the parent company			
Basic, euro	-0.36	-1.62	4.14
Diluted, euro	-0.36	-1.62	4.14
Average number of the shares, millions	247.1	247.1	247.1
	For the year ended 31 December		
	2023 (audited)	2022 (audited)	2021 (audited)
CONSOLIDATED STATEMENT OF THE COMPREHENSIVE INCOME	<i>(EUR in millions)</i>		

Profit/loss for the period	-89.0	-399.8	1,023.4
Other comprehensive income			
Items that may be reclassified subsequently to profit or loss			
Cash flow hedges	-39.8	92.4	29.1
Deferred taxes	8.0	-18.5	-5.8
Items that may be reclassified subsequently to profit or loss	-31.8	74.0	23.3
Total comprehensive income for the period	-120.8	-325.8	1,046.7
Total comprehensive income attributable to			
shareholders of the parent company	-120.8	-325.8	1,046.7

	As at 31 December		
	2023	2022	2021
	(audited)	(audited)	(audited)
CONSOLIDATED BALANCE SHEET	<i>(EUR in millions)</i>		
ASSETS			
Non-current assets			
Intangible assets	0.6	0.7	0.8
Investment properties	8,038.8	8,150.2	8,326.4
Property, plant and equipment	28.0	28.4	28.8
Investments in associated companies	2.0	1.5	1.5
Financial assets	0.8	0.7	0.7
Non-current receivables	6.5	6.7	6.9
Derivatives	29.8	53.8	-
Deferred tax assets	4.9	1.5	10.1
Total non-current assets	8,111.4	8,243.4	8,375.2
Non-current assets held for sale	-	-	1.1
Current assets			
Trading property	-	0.1	0.1
Derivatives	0.6	0.2	0.4
Current tax assets	11.1	4.0	5.2
Trade and other receivables	17.0	11.1	8.9
Financial assets	3.3	104.0	128.8
Cash and cash equivalents	15.0	119.4	197.0
Current assets total	46.9	238.9	340.5
Total assets	8,158.3	8,482.3	8,716.8
SHAREHOLDERS' EQUITY AND LIABILITIES			
Equity attributable to shareholders of the parent company			
Share capital	58.0	58.0	58.0
Share issue premium	35.8	35.8	35.8
Fair value reserve	11.2	43.0	-31.0
Invested non-restricted equity reserve	164.4	164.4	164.4
Retained earnings	3,356.4	3,541.4	4,036.0
Equity attributable to shareholders of the parent company	3,625.9	3,842.7	4,263.3
Total equity	3,625.9	3,842.7	4,263.3
LIABILITIES			
Non-current liabilities			
Loans and borrowings	3,007.2	3,330.5	3,234.8

Deferred tax liabilities	829.3	873.7	981.0
Derivatives	17.3	1.4	47.9
Provisions	0.1	0.3	0.4
Other non-current liabilities	4.9	5.0	5.1
Total non-current liabilities	3,858.9	4,210.9	4,269.3
Current liabilities			
Loans and borrowings	593.2	347.7	99.7
Derivatives	-	0.0	0.3
Current tax liabilities	4.9	2.5	5.5
Trade and other payables	75.4	78.5	78.7
Current liabilities total	673.5	428.7	184.2
Total liabilities	4,532.4	4,639.6	4,453.5
Total equity and liabilities	8,158.3	8,482.3	8,716.8

	For the year ended 31 December		
	2023 (audited)	2022 (audited)	2021 (audited)
CONSOLIDATED STATEMENT OF CASH FLOWS	<i>(EUR in millions)</i>		
Cash flow from operating activities			
Profit/loss for the period	-89.0	-399.8	1,023.4
Adjustments	345.0	639.4	-795.7
Change in net working capital			
Change in trade and other receivables	-0.5	-1.6	0.5
Change in trading properties	-	0.0	-
Change in trade and other payables	-0.6	-2.2	0.0
Interest paid	-79.4	-58.4	-56.6
Interest received	2.3	1.1	0.8
Other financial items	-3.4	-0.4	-4.0
Taxes paid	-21.2	-19.0	-17.1
Net cash flow from operating activities	153.3	159.0	151.4
Cash flow from investing activities			
Acquisition of investment properties	-201.3	-504.9	-344.4
Acquisition of associated companies	-0.6	-0.1	-0.3
Acquisition of property, plant and equipment and intangible assets	-0.3	-0.3	-0.7
Proceeds from sale of investment properties	5.1	1.1	2.8
Proceeds from sale of property, plant and equipment and intangible assets	-	-	0.8
Proceeds from sale of associated companies	0.3	-	-
Purchases of financial assets	-55.0	-140.9	-95.6
Proceeds from sale of financial assets	157.1	164.4	84.5
Non-current loans, granted	0.0	-0.1	-
Repayments of non-current loan receivables	0.2	0.2	0.9
Interest and dividends received on investments	0.9	0.4	0.2
Net cash flow from investing activities	-93.6	-480.2	-351.8
Cash flow from financing activities			
Non-current loans and borrowings, raised	500.0	450.0	534.0

Non-current loans and borrowings, repayments	-574.5	-91.6	-254.2
Current loans and borrowings, raised	135.8	205.8	200.0
Current loans and borrowings, repayments	-127.2	-225.2	-200.0
Repayments of lease liabilities	-1.8	-1.6	-1.4
Dividends paid	-96.4	-93.9	-91.4
Net cash flow from financing activities	-164.1	243.5	186.9
Change in cash and cash equivalents	-104.4	-77.6	-13.5
Cash and cash equivalents at the beginning of the period	119.4	197.0	210.5
Cash and cash equivalents at the end of the period	15.0	119.4	197.0

The following table provides certain key figures of the Issuer that are published in addition to IFRS measures. In Kojamo's view, these alternative performance measures provide to the management, investors, securities analysts and other parties significant additional information related to Kojamo's results of operations, financial position or cash flows and are often used by analysts, investors and other parties. These alternative performance measures should not be considered in isolation or as substitute to the measures under IFRS. All companies do not calculate alternative performance measures in a uniform way, and, therefore, the alternative performance measures presented in this Base Prospectus may not be comparable with similarly named measures presented by other companies. The following table sets forth key figures of Kojamo as at and for the financial years ended 31 December 2023, 2022 and 2021.

	As at and for the financial year ended 31 December		
	2023	2022	2021
	(audited)	(audited)	(audited)
Total revenue, EUR in millions	442.2	413.3	391.7
Net rental income, EUR in millions	297.2	280.1	262.3
Net rental income margin, %	67.2	67.8	67.0
Profit/loss before taxes, EUR in millions	-112.3	-499.8	1,278.9
EBITDA, EUR in millions	-39.9	-441.3	1,334.8
EBITDA margin, %	-9.0	-106.8	340.8
Adjusted EBITDA, EUR in millions	255.1	240.4	228.5
Adjusted EBITDA margin, %	57.7	58.2	58.3
Funds From Operations (FFO), EUR in millions	167.2	160.7	153.1
Funds From Operations (FFO) margin, %	37.8	38.9	39.1
Funds From Operations (FFO) per share, EUR	0.68	0.65	0.62
FFO excluding non-recurring costs, EUR in millions	167.2	160.7	153.1
Adjusted Funds from Operations (AFFO), EUR in millions	140.5	138.2	141.1
Investment properties, EUR in millions ¹	8,038.8	8,150.2	8,327.5
Financial occupancy rate, %	93.0	92.0	93.9
Interest-bearing liabilities, EUR in millions	3,600.4	3,678.2	3,334.5
Return on equity, % (ROE)	-2.4	-9.9	27.0
Return on investment, % (ROI)	-0.4	-5.7	19.2
Equity ratio, %	44.5	45.3	49.0
Loan to Value (LTV), % ²	44.6	43.7	37.7
Earnings per share	-0.36	-1.62	4.14
Equity per share, EUR	14.67	15.55	17.25
Dividend/share, EUR ³	-	0.39	0.38
Dividend/earnings, %	-	-	9.2
Price/Earnings ratio (P/E)	-	-	5.1
Effective dividend yield, %	-	2.8	1.8
Gross investments, EUR in million	190.7	501.6	356.9
Average number of personnel	315	316	321
Coverage ratio	3.6	3.8	3.9
Solvency ratio	0.44	0.42	0.36
Secured solvency ratio	0.10	0.09	0.09
Unencumbered asset ratio, %	74.7	87.1	86.3

¹ Including Non-current assets held for sale.

² Excluding Non-current assets held for sale.

³ On 14 March 2024 the Annual General Meeting resolved, in accordance with the proposal of the Board of Directors, that no dividend be paid for 2023.

Calculation Formulas Used in the Calculation of Key Figures

Net rental income	=	Total revenue – Maintenance expenses – Repair expenses	
Net rental income margin, %	=	$\frac{\text{Net rental income}}{\text{Total revenue}} \times 100$	x 100
Profit/loss before taxes	=	Net rental income – Administrative expenses + Other operating income – Other operating expenses +/- Profit/loss on sales of investment properties +/- Profit/loss on sales of trading properties +/- Profit/loss on fair value of investment properties – Depreciation, amortisation and impairment losses +/- Financial income and expenses +/- Share of result from associated companies	
EBITDA	=	Profit/loss for the period + Depreciation, amortisation and impairment losses +/- Financial income and expenses +/- Share of result from associated companies + Current tax expense + Change in deferred taxes	
EBITDA margin, %	=	$\frac{\text{EBITDA}}{\text{Total revenue}} \times 100$	x 100
Adjusted EBITDA	=	Profit for the period + Depreciation, amortisation and impairment losses -/+ Profit/loss on sales of investment properties -/+ Profit/loss on sales trading properties -/+ Profit/loss on sales of other non-current assets -/+ Profit/loss on fair value of investment properties for the period -/+ Financial income and expenses -/+ Share of result from associated companies + Current tax expense + Change in deferred taxes	
Adjusted EBITDA margin, %	=	$\frac{\text{Adjusted EBITDA}}{\text{Total revenue}} \times 100$	x 100
Funds From Operations (FFO)	=	Adjusted EBITDA – Net interest charges – Current tax expenses +/- Current taxes from disposals	
FFO margin, %	=	$\frac{\text{FFO}}{\text{Total revenue}} \times 100$	x 100
FFO per share	=	$\frac{\text{FFO}}{\text{Weighted average number of shares outstanding during the financial period}}$	
FFO excluding non-recurring costs	=	FFO + non-recurring costs	
Adjusted Funds From Operations (AFFO)	=	FFO – Modernisation investments	
Interest-bearing liabilities	=	Non-current loans and borrowings + Current loans and borrowings	
Return on equity (ROE), %	=	$\frac{\text{Profit for the period}}{\text{Total revenue}} \times 100$	x 100

Return on investment (ROI), %	=	$\frac{\text{Profit before taxes + Interests and other financial expenses}}{\text{Assets total – Non-interest-bearing liabilities (average during the period)}} \times 100$	x 100
Equity ratio, %	=	$\frac{\text{Total equity}}{\text{Assets total – Advances received}} \times 100$	x 100
Loan to Value (LTV), %	=	$\frac{\text{Interest-bearing liabilities – Cash and cash equivalents}}{\text{Investment property}} \times 100$	x 100
Dividend/earnings, %	=	$\frac{\text{Dividend per share}}{\text{Earnings per share}} \times 100$	x 100
Price/Earnings ratio (P/E)	=	$\frac{\text{Closing price of the share}}{\text{Earnings per share}}$	
Effective dividend yield, %	=	$\frac{\text{Dividend per share}}{\text{Closing price of the share}} \times 100$	x 100
Gross investments	=	Acquisition and development of investment properties + Modernisation investments + Capitalised borrowing costs	
Coverage ratio	=	$\frac{\text{Aggregate amount of Consolidated Adjusted EBITDA}}{\text{Aggregate amount of Net Interest Charges}}$	
Solvency ratio	=	$\frac{\text{Consolidated Total Indebtedness}^1 - \text{Cash and cash equivalents}}{\text{Consolidated Total Assets}}$	
Secured solvency ratio	=	$\frac{\text{Secured Consolidated Total Indebtedness}^2}{\text{Consolidated Total Assets}}$	
Unencumbered asset ratio, %	=	$\frac{\text{Unencumbered assets}}{\text{Consolidated Total Assets}} \times 100$	x 100
Other performance measures			
Financial occupancy rate, %	=	$\frac{\text{Rental income}}{\text{Potential rental income at full occupancy}} \times 100$	x 100

¹ Aggregate of total interest-bearing liabilities and deferred purchase price due after 90 days.

² “Loans covered by pledges on property and shares as collateral”. See Note 4.7 (*Collateral and contingent liabilities*) to the consolidated financial statements.

Reconciliations of Certain Alternative Performance Measures

The following table sets forth reconciliation of certain alternative performance measures as at and for the financial years ended 31 December 2023, 2022 and 2021.

	As at and for the financial year ended		
	December 31		
	2023	2022	2021
	(audited)	(audited)	(audited)
	<i>(EUR in millions, unless otherwise indicated)</i>		
Profit/loss for the period	-89.0	-399.8	1,023.4
Depreciation, amortisation and impairment	1.3	1.2	1.2
Profit/loss on sales of investment properties	-0.2	-0.2	-0.3
Profit/loss on sales of trading properties	-	0.0	-
Profit/loss on sales of other non-current assets	-0.2	0.0	-0.3
Profit/loss on fair value of investment properties	295.4	682.0	-1,105.7
Financial income	-13.5	-9.6	-4.8
Financial expenses	84.8	67.0	59.7
Share of result from associated companies	-0.1	-0.1	-0.1
Current tax expense	16.5	17.3	18.8
Change in deferred taxes	-39.8	-117.2	236.7
Adjusted EBITDA	255.1	240.4	228.5
Financial income and expenses	-71.3	-57.4	-54.9
Profit/loss on fair value measurement of financial assets	-0.2	-5.3	-3.2
Net interest charges	-71.5	-62.7	-58.1
Current taxes from disposals	0.1	0.2	1.5
Current tax expense	-16.5	-17.3	-18.8
FFO	167.2	160.7	153.1
Non-recurring costs	-	-	-
FFO excluding non-recurring costs	167.2	160.7	153.1
Equity	3,625.9	3,842.7	4,263.3
Assets total	8,158.3	8,482.3	8,716.8
Advances received	-6.2	-6.2	-6.6
Equity ratio, %	44.5	45.3	49.0
Unencumbered investments properties	5,918.2	7,008.2	7,084.2
Non-current assets, other than investment properties	125.7	142.3	94.2
Current assets total	46.9	238.9	340.5
Unencumbered assets total	6,090.8	7,389.3	7,518.8
Consolidated total assets	8,158.3	8,482.3	8,716.8
Unencumbered asset ratio, %	74.7	87.1	86.3
Interest-bearing liabilities	3,600.4	3,678.2	3,334.5
Deferred purchase price due after 90 days	-	-	-
Consolidated total indebtedness	3,600.4	3,678.2	3,334.5
Cash and cash equivalents	15.0	119.4	197.0
Consolidated total indebtedness less cash and cash equivalents	3,585.5	3,558.8	3,137.5
Consolidated total assets	8,158.3	8,482.3	8,716.8
Solvency ratio	0.44	0.42	0.36
Adjusted EBITDA	255.1	240.4	228.5
Total amount of financial income and expenses	-71.3	-57.4	-54.9
Profit/loss on fair value measurement of financial assets	-0.2	-5.3	-3.2
Net Interest Charges	-71.5	-62.7	-58.1
Coverage ratio	3.6	3.8	3.9
Secured consolidated total indebtedness	839.3	780.7	809.5

Consolidated total assets	8,158.3	8,482.3	8,716.8
Secured solvency ratio	0.10	0.09	0.09

BOARD OF DIRECTORS, MANAGEMENT AND AUDITORS

General

Kojamo's corporate governance complies with the Finnish Limited Liability Companies Act (624/2006, as amended) (the **Finnish Limited Liability Companies Act**), the Finnish Securities Markets Act and other laws and regulations applicable to Finnish public companies as well as Kojamo's Articles of Association. Kojamo also follows Nasdaq Helsinki Ltd's rules and recommendations applicable to companies listed on the official list of Nasdaq Helsinki Ltd and complies with the Finnish Corporate Governance Code of 2020 issued by the Securities Market Association (hereinafter, the **Corporate Governance Code**), effective as of 1 January 2020.

Under the Finnish Limited Liability Companies Act and Kojamo's Articles of Association, Kojamo's governance and management are distributed between the shareholders, the Board of Directors and the Chief Executive Officer (CEO). The Management Team supports the CEO in the daily management of Kojamo's operations. The business address of the members of the Board of Directors, the CEO and the Management Team is Mannerheimintie 168a, FI-00300 Helsinki, Finland.

The shareholders take part in the supervision and governance of Kojamo through the resolutions of General Meetings of Shareholders. A General Meeting of Shareholders is generally convened by the Board of Directors. In addition to this, a General Meeting of Shareholders shall be held if Kojamo's auditor or shareholders representing a minimum of one-tenth of all outstanding shares in Kojamo demand in writing that a General Meeting be convened.

Board of Directors

Duties of the Board of Directors

According to Kojamo's Articles of Association, the Board of Directors consists of a minimum of five and a maximum of eight ordinary members. The term of office for members of the Board of Directors expires at the end of the first Annual General Meeting of Shareholders following the election. The Board of Directors supervises Kojamo's operations and management, deciding on significant matters concerning the company strategy, investments, organisation and finance in accordance with the Finnish Limited Liability Companies Act. The general duty of the Board of Directors is to act as the representative of all shareholders by governing Kojamo's operations in accordance with the Articles of Association and to ensure that it will generate the highest possible added value in the long term while taking into account the expectations of its various stakeholders.

The Board of Directors' duties further include, among others:

- approving financial statements, consolidated financial statements as well as interim reports and financial statement bulletins;
- approving Kojamo's strategic objectives;
- approving the budget and investment and divestment plans;
- deciding on significant investments and divestments;
- deciding on significant loans and guarantees;
- confirming any policies devised in Kojamo (e.g. policies related to personnel, treasury and risk management).

The Board of Directors also appoints Kojamo's CEO, Deputy CEO as well as the members of the Management Team and decides on the terms of their service. The Board of Directors has compiled a written working order for its operations, defining the main duties and operating principles of the Board. The Board of Directors evaluates its operations and working methods annually, and develops its operations based on the results. The outcomes of the evaluation shall be observed when preparing a proposal for the composition of the new Board of Directors.

The following table sets forth the members of Kojamo’s Board of Directors as at the date of this Base Prospectus:

Name	Year of birth	Position	Member of the Board of Directors since
Mikael Aro	1965	Chairman of the Board of Directors	Chairman of the Board of Directors since 2019 Member of the Board of Directors since 2016, Vice Chairman of the Board of Directors since 2016
Mikko Mursula	1966	Vice Chairman of the Board of Directors	Chairman of the Board of Directors since 2016
Anne Koutonen	1962	Member of the Board of Directors	2018
Kari Kauniskangas	1974	Member of the Board of Directors	2022
Annica Ånäs	1971	Member of the Board of Directors	2023
Andreas Segal	1969	Member of the Board of Directors	2023
Veronica Lindholm	1970	Member of the Board of Directors	2024

Mikael Aro has been the Chairman of Kojamo’s Board of Directors since 2019 and the Chairman of Kojamo’s Remuneration Committee since 2019. Mr. Aro has acted as Senior Industry Expert at Triton since 2016. Previously, Mr. Aro has acted as President and CEO of VR Group in 2009–2016 and as SVP, Northern Europe of Carlsberg Breweries AS in 2007–2009. Mr. Aro holds an eMBA degree and he is a Finnish citizen.

Mikko Mursula has been a member and the Vice Chairman of Kojamo’s Board of Directors since 2016 and a member of the Audit Committee since 2016. During 2016–2018, Mr. Mursula was the Chairman of the Audit Committee. In addition, Mr. Mursula has acted as the Chief Investment Officer of Ilmarinen Mutual Pension Insurance Company since 2015. Previously, Mr. Mursula has acted as Chief Executive Officer of FIM Corporation and Head of Asset Management and Securities Broking Business of S-Bank in 2013–2015 and as Managing Director of FIM Asset Management in 2010–2015. Mr. Mursula has also acted at Ilmarinen Mutual Pension Insurance Company as a portfolio manager and as the Head of Equities and Head of Allocation and Listed Securities in 2000–2010. Mr. Mursula holds a Master’s degree in Science, Economics and Business Administration and he is a Finnish citizen.

Anne Koutonen has been a member of Kojamo’s Board of Directors since 2018, Chairman of Kojamo’s Audit Committee since 2019 and a member of Kojamo’s Audit Committee since 2018. Ms. Koutonen has acted as Chief Financial Officer and Vice President for Finance and Control and IR at Nokian Tyres plc in 2006–2018. In 1997–2006 Ms. Koutonen acted as Treasurer and Manager, Treasury at Nokian Tyres plc. In 1995–1997 Ms. Koutonen acted as a financial analyst at group administration at Oy Kyro Ab. In 1992–1994 Ms. Koutonen participated in founding Suomen Säästöpankki – SSP Oy and acted as Manager, Domestic Money Market. Ms. Koutonen holds a M.Sc. (Business Administration) degree and she is a Finnish citizen.

Kari Kauniskangas has been a member of Kojamo’s Board of Directors since 2022, and a member of Kojamo’s Audit Committee since 2022. Mr. Kauniskangas works as a board member and advisor for several real estate and construction companies, including A-Insinöörit and HyperCo Oy. Previously, Mr. Kauniskangas acted in several positions in YIT since 1997. Mr. Kauniskangas acted as President and CEO of YIT Corporation in 2013–2020, as Executive Vice President and Deputy to CEO of YIT Corporation in 2008–2013 and as Marketing Director of YIT Finland Ltd in 2008–2020. Mr. Kauniskangas holds a M.Sc. (Technology) degree and B.Sc. (Economics) degree and he is a Finnish citizen.

Annica Ånäs has been a member of Kojamo’s Board of Directors since 2023, and a member of Kojamo’s Audit Committee since 2023. Ms. Ånäs also acts as CEO of Atrium Ljungberg AB (publ), where she has previously acted as CFO and Senior Controller. She also acts as a member of the Board of Directors of Swedavia AB and TL Bygg AB. Previously, Ms. Ånäs has acted as CFO of Hemsö AB in 2011, as CEO of Producenterna AB in 2005–2008 and as an auditor and a consultant for Deloitte AB in 1999–2005 as well as a board member in several companies. Ms. Ånäs holds LL.M and MBA degrees and she is a Swedish citizen.

Andreas Segal has been a member of Kojamo’s Board of Directors since 2023, and a member of Kojamo’s Remuneration Committee since 2023. Mr Segal also acts as a member of the Board of Directors of Bonava AB and Neinor Homes S.A. Previously, Mr. Segal has acted as CEO of Gateway Real Estate AG in 2018–2019, as Deputy CEO and CFO of Buwog AG in 2016–2018, as CFO of Deutsche Wohnen AG in 2014–2015, as co-CEO,

CFO, Head of Controlling and Head of Financing of GSW Immobilien AG in 2006–2014, as CEO of ProMarkt Group (ProMarkt Handels GmbH) in 2003–2006, as a Capital Markets Advisory at Commerzbank AG in 2000–2003, and as a Lawyer at Knauth Paul Schmitt in 1999–2000. Mr. Segal has previously acted as a member of the Board of Directors of Globalworth Poland Real Estate N.V. in 2017–2018. Mr. Segal holds a bachelor's degree in business economics in addition to which he is a fully qualified lawyer in Germany. He has also completed an Advanced Management Program at Harvard Business School. Mr. Segal is a German citizen.

Veronica Lindholm has been a member of Kojamo's Board of Directors since 2024. Ms. Lindholm is also a member of the Board of Directors of Nokian Tyres Plc and the Finland Chamber of Commerce. Previously, Ms. Lindholm has acted as a member of the Board of Directors of Stiftelsen Svenska Teatern, Svenska Bio and Electra Gruppen AB. In addition, Ms. Lindholm has previously acted, among others, as CEO of Indoor Group Oy in 2020–2023, as Managing Director of Finnkino Group and Mondelez Finland Oy in 2015–2019 and 2013–2015, respectively, and in several positions at The Walt Disney Company Nordic in 1999–2013. Ms. Lindholm holds a M.Sc. (Economics) degree and is a Finnish citizen.

Committees

Audit Committee and Remuneration Committee

Kojamo has two committees appointed by the Board of Directors; the Audit Committee and the Remuneration Committee. The Committees have no independent decision-making authority; their purpose is to present issues within their remit to the Board of Directors or the Annual General Meeting for a decision. The Committees report regularly to the Board of Directors. If necessary, the Board of Directors may also establish other committees and temporary working groups from among its members to prepare other important decisions.

The Board of Directors appoints the Audit Committee and the Remuneration Committee from among its members. The members' term of office is one year, ending at the close of the next Annual General Meeting after the election. Each committee shall have at least three members. A quorum of a committee meeting shall be attained when the Chairman and at least one member are present.

The main task of the Audit Committee is to monitor Kojamo's financial position and oversee its financial reporting. The committee also assesses the sufficiency and adequacy of internal auditing and risk management, evaluates compliance with laws and regulations, prepares the appointment and maintains contacts with the auditor as well as processes the auditor's report and assesses the advisory services of the auditors. The majority of the members of the Audit Committee shall be independent of Kojamo and at least one member shall be independent of Kojamo's significant shareholders.

Until the 2025 Annual General Meeting, the current members of the Audit Committee are Anne Koutonen (Chairman), Mikko Mursula, Andreas Segal and Annica Ånäs.

The main task of the Remuneration Committee is to prepare matters concerning the remuneration and benefits of Kojamo's CEO and Deputy CEO, and other matters concerning Kojamo's reward systems. In addition, the committee prepares matters relating to the remuneration of all other members of Kojamo's management and relating to its remuneration system. The majority of the Remuneration Committee members shall be independent of Kojamo.

Until the 2025 Annual General Meeting, the current members of the Remuneration Committee are Kari Kauniskangas (Chairman), Mikael Aro and Veronica Lindholm.

Shareholders' Nomination Board

According to its Charter, the Shareholders' Nomination Board consists of representatives nominated by the three largest shareholders of Kojamo and the Chairman of the Board of Directors as an expert member. The right to nominate representatives is vested with the three shareholders of Kojamo having the largest share of the votes represented by all the shares in Kojamo annually on the first workday of September preceding the Annual General Meeting.

The Shareholders' Nomination Board is a body of Kojamo's shareholders with the responsibility for preparing the proposals to the Annual General Meeting and, if needed, to the Extraordinary General Meeting concerning the election and remuneration of the members of the Board of Directors and the remuneration of the members of the Board Committees. The main responsibility of the Shareholders' Nomination Board is to ensure that the Board of Directors and its members have a sufficient level of expertise, knowledge and experience for the needs of Kojamo.

The Chairman of the Board of Directors does not take part in the decision-making of the Shareholders' Nomination Board. The representative of the largest shareholder shall be elected Chairman of the Shareholders' Nomination Board unless the Shareholders' Nomination Board expressly decides otherwise. The Chairman of the Board of Directors cannot act as the Chairman of the Shareholders' Nomination Board.

The current members of the Shareholders' Nomination Board are Christian Fladeland (Deputy CEO/CIO of Heimstaden AB), Jouko Pölonen (President and CEO of Ilmarinen Mutual Pension Insurance Company) and Risto Murto (President and CEO of Varma Mutual Pension Insurance Company).

CEO

Kojamo's Board of Directors appoints the Chief Executive Officer (CEO), Deputy CEO and the members of the Management Team. The CEO is responsible for running the operating activities of Kojamo in accordance with the Finnish Limited Liability Companies Act and the administrative regulations and as instructed and ordered by the Board of Directors.

The CEO's other tasks are to:

- be responsible for the day-to-day administration of Kojamo in accordance with the instructions and regulations given by the Board of Directors;
- oversee that the accounts of Kojamo are in compliance with the law and that Kojamo's financial affairs have been arranged in a reliable manner;
- prepare and present to the Board of Directors the strategic plan, annual budget and the investments and divestments plan for Kojamo and further to ensure that they are implemented as decided by the Board of Directors;
- chair the Management Team;
- ensure that Kojamo's operations are properly organised and its objectives achieved; and
- report to the Board of Directors on Kojamo's financial position, business environment and other significant matters related to Kojamo's operations.

At the date of this Base Prospectus, the CEO of Kojamo is Jani Nieminen and the Deputy CEO is Erik Hjelt.

Management Team

The Management Team supports the CEO in the preparation of Kojamo's strategy issues, in the handling of significant and fundamental operational issues, and in facilitating internal communications. The Management Team is formed by the CEO and Directors appointed by the Board of Directors as based on the CEO's proposal. The Management Team meetings are also attended by other advisors as decided by the CEO. The tasks of the Management Team are to implement the Board of Directors' decisions under the leadership of the CEO, analyse changes in the operating environment and prepare actions accordingly as well as prepare matters for the Board of Directors and its committees.

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

Name	Year of birth	Position	Member of Management Team since
Jani Nieminen	1968	CEO	2011
Erik Hjelt	1961	CFO, Deputy to CEO	2015
Ville Raitio	1978	Executive Vice President, Investments	2019

Janne Ojalehto	1982	& Portfolio Management Executive Vice President, Housing	2023
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Jani Nieminen has been the CEO of Kojamo since 2011. Previously, Mr. Nieminen has acted as Business Director and Deputy to CEO of Realia Group Oy in 2006–2011 and as Unit Manager of Sato Plc in 1997–2006. Mr. Nieminen holds a Master’s degree in Science, Technology and a Master’s degree in Business Administration, MBA. Mr. Nieminen is a Finnish citizen.

Erik Hjelt has been the CFO and Deputy to CEO of Kojamo since 2015. Previously, Mr. Hjelt has acted at Sponda Plc as the Chief Financial Officer (CFO) in 2009–2015 and Senior Vice President for Legal Affairs and Treasury in 2007–2009. He has also acted at Kapiteeli Plc as Senior Vice President for Finance and Legal Affairs, HR and Communications in 1999–2006. Mr. Hjelt is a Licentiate in Laws and holds an eMBA degree. Mr. Hjelt is a Finnish citizen.

Ville Raitio has been the Chief Investment Officer of Kojamo since 2019. Mr. Raitio has previously been, among others, Co-Head of Direct Property, Nordics and Country Head, Finland at Aberdeen Standard Investments in 2013–2019. Before that, he was Partner, Investments at ATP Real Estate from 2007 to 2013 and Research Director at INREV from 2004 to 2007, among others. Mr. Raitio holds a M.Sc. (Econ) degree. Mr. Raitio is a Finnish citizen.

Janne Ojalehto has been the Executive Vice President, Housing since 2023. Previously, Mr. Ojalehto has worked as the commercial director of SATO Corporation, responsible for sales, marketing, communication and the development of the digital commercial environment in 2018–2022. Before this, he worked at Restel in 2015–2018 as sales director and holding various other management positions in 2007–2015. Mr. Ojalehto holds a Master’s degree in Business Administration. Mr. Ojalehto is a Finnish citizen.

Absence of Conflicts of Interest

There are no (i) potential conflicts of interest between any duties to Kojamo of any member of the Board of Directors or the Management Team and their private interests and/or other duties; or (ii) arrangements or understandings with major shareholders, members, suppliers or others pursuant to which any member of the Board of Directors or the Management Team was elected.

According to the independence assessment, all members of the Board of Directors are independent of Kojamo. The members are also independent of Kojamo’s major shareholders.

Auditors

The consolidated financial statements of the Issuer for the financial year ended 31 December 2023 and 31 December 2022 incorporated by reference in this Base Prospectus have been audited by KPMG Oy Ab, under the supervision of principal auditor Petri Kettunen, Authorised Public Accountant, in 2023 and Esa Kailiala, Authorised Public Accountant, in 2022. The business address of the principal auditor and KPMG Oy Ab is Töölönlahdenkatu 3 A, FI-00100 Helsinki, Finland.

SHARE CAPITAL AND OWNERSHIP STRUCTURE

Share Capital Information

The Issuer has a single series of shares (**Shares**), and each Share entitles its holder to one vote in the General Meeting of Shareholders of the Issuer. There are no voting restrictions related to the Shares. The Shares have no nominal value. All Shares carry equal rights to dividends and other distributions by the Issuer (including distributions of assets in the event of a liquidation of the Issuer). The Issuer's registered share capital as at the date of this Base Prospectus is EUR 58,025,136 and the Issuer has 247,144,399 fully paid Shares.

The Board of Directors of the Issuer decided on 31 May 2018 that the Issuer will apply for the listing of the Shares on the official list of Nasdaq Helsinki. Trading in the Shares on the pre-list of Nasdaq Helsinki commenced on 15 June 2018 and on the official list of Nasdaq Helsinki on 19 June 2018 under the trading code "KOJAMO" and ISIN code FI4000312251.

As at the date of this Base Prospectus, the Issuer does not hold any of its Shares.

Kojamo's Annual General Meeting held on 14 March 2024 authorised the Board of Directors to decide on the repurchase and/or on the acceptance as pledge of a maximum of 24,714,439 of the Issuer's own shares. The number of shares corresponds to approximately 10 per cent. of all the shares of the Issuer. In addition, the Board of Directors was authorised to resolve on the issuance of shares and issuance of special rights entitling to shares, as referred to in Chapter 10, Section 1 of the Finnish Limited Liability Companies Act. The maximum number of shares that can be issued on the basis of the authorisation is 24,714,439, which corresponds to approximately 10 per cent. of all the shares of the Issuer. The authorisation applies to both the issuance of new shares and the conveyance of own shares held by the Issuer. Both authorisations are valid until the closing of the next Annual General Meeting, however, no longer than 30 June 2025.

Ownership Structure

The following table sets forth the ten largest shareholders of the Issuer and their shareholdings (excluding nominee registered shareholders) based on the shareholders' register maintained by Euroclear Finland Oy as at 29 February 2024:

Shareholder	No. of Shares	Shareholding, %
Heimstaden Bostad AB	49,389,283	19.98
Ilmarinen Mutual Pension Insurance Company	20,537,814	8.31
Varma Mutual Pension Insurance Company	19,362,375	7.83
The Finnish Industrial Union	15,788,503	6.39
Trade Union of Education in Finland	11,514,417	4.66
Finnish Construction Trade Union	5,708,609	2.31
Trade Union PRO	4,904,150	1.98
Elo Mutual Pension Insurance Company	3,600,000	1.46
Service Union United PAM	2,200,000	0.89
OP-Finland Fund	1,914,994	0.78
Other ¹	112,224,254	45.41
Total	247,144,399	100.00

¹ Nominee registered shareholders are not reflected in the list of ten largest shareholders above. Out of other shareholders, 83,676,061 shares were nominee registered.

To the extent known to the Issuer, the Issuer is not directly or indirectly owned or controlled by any person for the purposes of Chapter 2, Section 4 of the Finnish Securities Markets Act, and the Issuer is not aware of any arrangement the operation of which may result in a change of control of the Issuer.

The Issuer is not aware of any existing shareholder agreements between its shareholders as at the date of this Base Prospectus.

TAXATION

FINNISH TAXATION

General

The following is a general description of certain Finnish tax considerations relating to the Notes. This description is (i) based on the laws and regulations and published case law in full force and effect in Finland and the interpretation thereof as at the date of this Base Prospectus, which may be subject to change in the future, potentially with retroactive effect, and (ii) prepared on the assumption that the Issuer is resident in Finland for tax purposes. Investors should be aware that the comments below are of a general nature and do not constitute legal or tax advice and should not be understood as such. The comments below relate only to the position of persons who are the absolute beneficial owners of the Notes. The following description is based on an interpretation of general provisions of tax law. Prospective investors are therefore advised to consult their own qualified tax advisors so as to determine, in the light of their individual situation, the tax consequences of the acquisition, holding, redemption, sale or other disposition of the Notes.

Non-Resident Holders of Notes

Payments made by or on behalf of the Issuer to persons not resident in Finland for tax purposes and who do not engage in trade or business through a permanent establishment or a fixed place of business in Finland may be made without withholding or deduction for, or on account of, any present taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Republic of Finland or by any municipality or other political subdivision or taxing authority thereof or therein.

Noteholders who are not resident in Finland for tax purposes and who do not engage in trade or business through a permanent establishment or a fixed place of business in Finland will not be subject to Finnish duties or taxes on gains realized on the sale or redemption of the Notes.

When the Issuer effects payments through a paying agent or intermediary, the Issuer should not have an obligation to ensure whether the recipient of the payment is non-resident for Finnish tax purposes provided that the paying agent or intermediary is a Reporting Financial Institution under Common Reporting Standard (CRS), Foreign Account Tax Compliance Act (FATCA) or Council Directive 2014/107/EU of 9 December 2014 (DAC2) and that the paying agent or intermediary has identified in compliance with the FATCA, CRS or DAC2 obligations that the recipient of the payment is non-resident for Finnish tax purposes. When the paying agent or other intermediary (such as a financial institution) effecting the payment to the holder of Notes is resident in Finland for tax purposes or the payment is made through a Finnish permanent establishment of a non-resident paying agent or intermediary, the entity effecting the payment should ensure whether the recipient of the payment is non-resident for Finnish tax purposes.

Resident Holders of Notes

Taxable income is determined separately for business income, personal income and agricultural income. Repayments of principal on the Notes as well as the redemption or other sale of the Notes are treated as disposals (partial or full, depending on the case) of the Notes, potentially resulting in taxation on the capital gains/losses, as explained below.

(a) Corporates

For Finnish resident corporate entities, and entities not resident in Finland for tax purposes but who engage in trade or business through a permanent establishment or a fixed place of business in Finland, interest income and capital gains relating to the Notes are generally taxed at a flat rate of 20 per cent. (the current rate in 2024). The remaining acquisition cost in taxation of the Notes is regarded as tax-deductible expenditure upon disposal of the Notes. Losses resulting from the disposal of the Notes can be set off against taxable income from the same income source during the year of the disposal and ten subsequent tax years.

Payments made by or on behalf of the Issuer to corporates resident in Finland for tax purposes may be made without withholding or deduction for, or on account of, any present taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Republic of Finland or by any municipality or other political subdivision or taxing authority thereof or therein.

(b) *Individuals and Estates*

For a private person (and an estate of a deceased person) who is resident in Finland for tax purposes and is taxed in accordance with the Income Tax Act (1535/1992, as amended), interest income and capital gains relating to the Notes (including payments made by the Issuer) are generally taxed at the current (2024) capital income tax rate of 30 per cent. up to EUR 30,000 and 34 per cent. for any amounts annually exceeding EUR 30,000. Capital gains are tax-exempt if all taxable sales proceeds received during a tax year in aggregate do not exceed EUR 1,000. Correspondingly, capital losses are not deductible if the related acquisition costs in a tax year in aggregate do not exceed EUR 1,000. Capital gains or losses are calculated by deducting the aggregate of the acquisition cost and the expenses related to acquiring the gain or loss from the sales proceeds. Alternatively, instead of applying the actual acquisition cost, individuals and estates can apply a “presumed acquisition cost”, in which case no additional actual expenses can be deducted. The presumed acquisition cost is 20 per cent. (and if the Notes have been owned for a period of at least ten years, 40 per cent.) of the sales price. Capital losses resulting from the disposal of such Notes, which do not belong to the business activities of individuals or estates, can generally be set off against capital income from non-business activities derived during the tax year of the disposal and five subsequent years.

Note that the separate tax rules applicable to Finnish resident private individuals taxed in accordance with the Business Income Tax Act (360/1968, as amended) are not dealt with in this description.

Interest and any similar payments (e.g., interest compensation FI: “*jälkimarkkinahyvitys*” and index compensation FI: “*indeksihyvitys*”) made to individuals or estates resident in Finland are generally subject to advance withholding of income tax or withholding tax on interest income. Payments classified as capital gain for Finnish income tax purposes are not subject to advance withholding of income tax or withholding tax on interest income.

The withholding liability should primarily lie with a possible paying agent or other intermediary (such as a financial institution) effecting the payment to the holder of Notes, if the paying agent or intermediary is resident in Finland for tax purposes or the payment is made through a Finnish permanent establishment of a non-resident paying agent or intermediary.

FATCA DISCLOSURE

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a **foreign financial institution** (as defined by FATCA) may be required to withhold on certain payments it makes (**foreign passthru payments**) to persons that fail to meet certain certification, reporting or related requirements. The Issuer may be a foreign financial institution for these purposes. A number of jurisdictions (including Finland) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**IGAs**), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Notes that are characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are published generally would be “grandfathered” for purposes of FATCA withholding unless materially modified after such date. However, if additional Notes (as described under Condition 18 (Further Issues)) that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under

FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes.

The Proposed Financial Transactions Tax (FTT)

On 14 February 2013, the European Commission published a proposal (the **Commission's Proposal**) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the **participating Member States**). However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in Notes (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

SUBSCRIPTION AND SALE

The Dealers have, in the amended and restated Programme Agreement (the **Programme Agreement**) dated 26 March 2024, agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under “*Form of the Notes*” and “*Terms and Conditions of the Notes*”. In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith. The Dealers are entitled in certain circumstances to be released and discharged from their obligations under the Programme Agreement prior to the closing of the issue of the Notes, including in the event that certain conditions precedent are not delivered or met to their satisfaction on the Issue Date. In this situation, the issuance of the Notes may not be completed. Investors will have no rights against the Issuer or Dealers in respect of any expense incurred or loss suffered in these circumstances.

SELLING RESTRICTIONS

United States

The Notes have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States and may not be offered or sold within the United States to, or for the account or benefit of, U.S. persons except in certain transactions exempt from or not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder. The applicable Final Terms will identify whether TEFRA C rules or TEFRA D rules apply or whether TEFRA is not applicable.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Notes (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S of the Securities Act. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Prohibition of Sales to EEA Retail Investors

Unless the Final Terms in respect of any Notes specifies “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the EEA. For the purposes of this provision:

- (a) the expression **retail investor** means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or

- (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in the Prospectus Regulation; and
- (b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms in respect of any Notes specifies “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, in relation to each Member State of the EEA, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to the public in that Member State except that it may make an offer of such Notes to the public in that Member State:

- (A) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (B) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (C) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (A) to (C) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision:

- the expression **an offer of Notes to the public** in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes; and
- the expression **Prospectus Regulation** means Regulation (EU) 2017/1129.

United Kingdom

Prohibition of sales to UK Retail Investors

Unless the Final Terms in respect of any Notes specifies “Prohibition of Sales to UK Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the UK. For the purposes of this provision:

- (a) the expression **retail investor** means a person who is one (or more) of the following:
 - (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or
 - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or

- (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA (the **UK Prospectus Regulation**); and
- (b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms in respect of any Notes specifies “Prohibition of Sales to UK Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to the public in the UK except that it may make an offer of such Notes to the public in the UK:

- (A) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- (B) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the UK subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (C) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Notes referred to in (A) to (C) above shall require the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision:

- (a) the expression **an offer of Notes to the public** in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes; and
- (b) the expression **UK Prospectus Regulation** means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

Other regulatory restrictions

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the UK.

The Republic of Finland

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will offer the Notes in the Republic of Finland only to qualified investors as defined in the Prospectus Regulation and in circumstances that will not result in a requirement to prepare a prospectus or passport a prospectus into the Republic of Finland pursuant to the Finnish Securities Markets Act or any regulation made thereunder, as supplemented and amended from time to time.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the **FIEA**) and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold Notes and will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Belgium

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that an offering of Notes may not be advertised to any individual in Belgium qualifying as a consumer within the meaning of Article I.1 of the Belgian Code of Economic Law, as amended from time to time (a **Belgian Consumer**) and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Notes, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Notes, directly or indirectly, to any Belgian Consumer.

Singapore

Unless the Final Terms in respect of any Notes specifies "Singapore Sales to Institutional Investors and Accredited Investors only" as "Not Applicable", each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer represents and agrees that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase and has not circulated or distributed, nor will it circulate or distribute, the Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase of any Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to, and in accordance with the conditions specified in Section 275 of the SFA.

If the Final Terms in respect of any Notes specifies "Singapore Sales to Institutional Investors and Accredited Investors only" as "Not Applicable", each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that, it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase of any Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or to any person pursuant to Section 275(1A) of the SFA, and in

accordance with the conditions specified in Section 275 of the SFA; or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

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

General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer, the Trustee nor any of the other Dealers shall have any responsibility therefor.

None of the Issuer, the Trustee and the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

GENERAL INFORMATION

Authorisation

The establishment of the Programme was duly authorised by a resolution of the Board of Directors of the Issuer dated 12 March 2020 and the update of the Programme was duly authorised by resolutions of the Board of Directors of the Issuer dated 16 February 2022, 14 February 2023 and 14 February 2024, respectively.

Listing of Notes

Application has been made to Euronext Dublin for Notes issued under the Programme during the period of twelve months from the date of this Base Prospectus to be admitted to the Official List and trading on the Euronext Dublin Regulated Market. The approval of the Programme in respect of the Notes was granted on or about 26 March 2024.

Listing Agent

Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in connection with the Notes and is not itself seeking admission of the Notes to the Official List or to trading on the Euronext Dublin Regulated Market for the purposes of the Prospectus Regulation.

Documents Available

For a period of 12 months following the date of this Base Prospectus, copies of the following documents will, when published, be available for inspection in electronic form at <https://kojamo.fi/en/investors/financial-information/financing-and-bonds/emtn-programme/>:

- (a) the constitutional documents of the Issuer (with an English translation thereof);
- (b) the Trust Deed, Agency Agreement, and the forms of the Global Notes, the Notes in definitive form, the Coupons and the Talons;
- (c) a copy of this Base Prospectus; and
- (d) any future base prospectuses, prospectuses, information memoranda, supplements to this Base Prospectus and Final Terms and any other documents incorporated herein or therein by reference.

Clearing Systems

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Tranche of Notes allocated by Euroclear and/or Clearstream, Luxembourg, as applicable, will be specified in the applicable Final Terms. If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium. The address of Clearstream, Luxembourg is Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg.

Conditions for Determining Price

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

Significant or Material Change

There has been no significant change in the financial performance or position of the Issuer or the Group since 31 December 2023 and there has been no material adverse change in the financial position or prospects of the Issuer or the Group since 31 December 2023.

Litigation

Neither the Issuer nor any other member of the Group is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of the Issuer or the Group. As at the date of this Base Prospectus, Kojamo has a limited number of individual disputes pending which Kojamo considers to be of negligible value.

Auditors

The auditors of the Issuer are KPMG Oy Ab, who have audited the Issuer's consolidated and the parent company's financial statements under the supervision of principal auditor Petri Kettunen, Authorised Public Accountant, in 2023 and Esa Kailiala, Authorised Public Accountant, in 2022 in accordance with good auditing practice under the Auditing Act (1141/2015, as amended) in Finland, and have issued unqualified reports in respect of those financial statements for each of the two financial years ended on 31 December 2023 and 31 December 2022.

Dealers Transacting with the Issuer

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Language of this Base Prospectus

The language of this Base Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

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