Clifford Chance

**FINAL VERSION**

HEMSÖ FASTIGHETS AB

AND

HEMSÖ TREASURY OYJ

EUR 6,000,000,000

EURO MEDIUM TERM NOTE PROGRAMME

*In respect of Notes issued by Hemsö Treasury Oyj*
UNCONDITIONALLY AND IRREVOCABLY GUARANTEED BY

HEMSÖ FASTIGHETS AB

# PROGRAMME MANUAL

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**DATED**: 4 November 2026

## 1. THE PROGRAMME

### 1.1 The Programme Documents

Hemsö Fastighets AB and Hemsö Treasury Oyj (the "**Issuers**" and each an "**Issuer**") and Hemsö Fastighets AB in its capacity as guarantor (the "**Guarantor**") have authorised the update of a Euro Medium Term Note Programme (the "**Programme**") for the issuance of notes (the "**Notes**"), in connection with which the Issuers and the Guarantor have entered into an amended and restated dealer agreement with the dealers named therein dated 4 November 2026 (as further amended, supplemented and/or restated from time to time, the "**Dealer Agreement**") and an amended and restated issue and paying agency agreement with the agents named therein dated 5 November 2025 (as further amended, supplemented and/or restated from time to time, the "**Agency Agreement**"), and the Issuers have executed a deed of covenant dated 5 November 2025 (the "**Deed of Covenant**"). The Guarantor has executed a deed of guarantee dated 5 November 2025 (the "**Deed of Guarantee**").

### 1.2 Central Bank of Ireland/Euronext Dublin

The Issuers have made applications to the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") for Notes issued under the Programme during the period of 12 months from the date of the base prospectus dated 4 November 2026 (the "**Base Prospectus**") to be admitted to listing on the official list of Euronext Dublin and to trading on its regulated market. Notes may also be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or that they will be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the relevant Issuer.

### 1.3 Base Prospectus

In connection with the Programme, the Issuers and the Guarantor have prepared the Base Prospectus which has been approved by the Central Bank of Ireland as a base prospectus issued in compliance with Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**").

Notes issued under the Programme may be issued either (1) pursuant to the Base Prospectus describing the Programme and Final Terms describing the final terms of the particular Tranche of Notes or (2) pursuant to a prospectus (the "**Drawdown Prospectus**").

## 2. INTERPRETATION

### 2.1 Definitions

In this Programme Manual, the Dealer Agreement, the Agency Agreement, the Deed of Covenant, the Deed of Guarantee and the Base Prospectus are together referred to as the "**Programme Documents**". All terms and expressions which have defined meanings in the Programme Documents shall have the same meanings in this Programme Manual except where the context requires otherwise or unless otherwise stated.

2.2 **Construction**

All references in this Programme Manual to an agreement, instrument or other document (including the Dealer Agreement, the Agency Agreement, the Deed of Covenant, the Deed of Guarantee, the Base Prospectus and each Drawdown Prospectus (if any)) shall be construed as a reference to that agreement, instrument or other document as the same may be amended, supplemented, replaced or novated from time to time.

2.3 **Legal Effect**

This Programme Manual is not intended to create legal relations between any of the parties referred to in it. It is intended to illustrate certain ways in which the provisions of the Programme Documents can operate, and to contain suggested forms of certain documents which may be created during the existence of the Programme, but is not intended to affect the construction of any of the Programme Documents. In the case of any conflict between any of the provisions of this Programme Manual and any of the provisions of the Programme Documents, the provisions of the Programme Documents shall prevail.

## 3. SETTLEMENT PROCEDURES

3.1 **Non-syndicated issues of Notes**

The settlement procedures set out in Schedule 1 (*Settlement Procedures for Non-Syndicated Issues of Notes*) shall apply to each non-syndicated issue of Notes, subject to the below, unless otherwise agreed between the relevant Issuer, the Guarantor (if applicable) and the Relevant Dealer.

3.2 **Syndicated issues of Notes**

The settlement procedures set out in Schedule 2 (*Settlement Procedures for Syndicated Issues of Notes*) shall apply to each syndicated issue of Notes unless otherwise agreed between the relevant Issuer, the Guarantor (if applicable) and the Relevant Dealers.

3.3 **Euroclear and/or Clearstream, Luxembourg**

The settlement procedures set out in Schedule 1 (*Settlement Procedures for Non-Syndicated Issues of Notes*) and Schedule 2 (*Settlement Procedures for Syndicated Issues of Notes*) assume settlement through Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking S.A. ("**Clearstream, Luxembourg**" and together with Euroclear, the "**ICSDs**"). Settlement through alternative or additional clearing systems is permitted by the Programme but not illustrated in this Programme Manual.

3.4 **Drawdown Prospectus**

The settlement procedures set out in Schedule 1 (*Settlement Procedures for Non-Syndicated Issues of Notes*) and Schedule 2 (*Settlement Procedures for Syndicated Issues of Notes*) do not contemplate issuance pursuant to a Drawdown Prospectus. If in the case of the issuance of any Notes a Drawdown Prospectus needs to be approved and published before the Issue Date, note that Article 20(2) of the Prospectus Regulation gives the competent authority 10 working days to comment upon a draft submitted to it. In the case of an Issuer which has not previously offered securities to the public in a member state or had its securities

admitted to trading on a regulated market, this is increased to 20 working days by Article 20(3).

## 4. FORMS OF THE NOTES

Schedule 7 (*Form of Temporary Global Note*), Schedule 8 (*Form of Permanent Global Note*) and Schedule 9 (*Form of Definitive Note*) contain the forms of the Bearer Notes and Schedule 12 (*Form of Global Registered Note*) and Schedule 13 (*Form of Individual Note Certificate*) contain the forms of the Registered Notes. The Issuers have delivered to the Fiscal Agent a stock of Master Temporary Global Notes and Master Permanent Global Notes (in unauthenticated form but executed on behalf of each Issuer) based on the forms appearing in Schedule 7 (*Form of Temporary Global Note*) and Schedule 8 (*Form of Permanent Global Note*), respectively, and to the Registrar a stock of Master Global Registered Notes based on the form appearing in Schedule 12 (*Form of Global Registered Note*). The forms of Notes appearing in Schedule 7 (*Form of Temporary Global Note*), Schedule 8 (*Form of Permanent Global Note*), Schedule 9 (*Form of Definitive Note*), Schedule 12 (*Form of Global Registered Note*) and Schedule 13 (*Form of Individual Note Certificate*) may be amended or supplemented for use in respect of a particular Tranche of Notes by agreement between the relevant Issuer, the Guarantor (if applicable), the Fiscal Agent or, as the case may be, the Registrar and the Relevant Dealer(s).

## SCHEDULE 1
## SETTLEMENT PROCEDURES FOR NON-SYNDICATED ISSUES OF NOTES

**By no later than 2.00 p.m. (Local Time) three Local Banking Days before the Issue Date**

- The relevant Issuer agrees terms with a Dealer (which in this Schedule includes any institution to be appointed as a Dealer under the Dealer Accession Letter referred to below) for the issue and purchase of Notes (whether pursuant to an unsolicited bid from such Dealer or pursuant to an enquiry by the relevant Issuer).

- The Relevant Dealer promptly confirms (by email) the terms of such agreement to the relevant Issuer and, if applicable, the Guarantor, copied to the Fiscal Agent and if such agreement relates to Registered Notes, the Registrar.

- The Relevant Dealer instructs the Fiscal Agent to obtain a common code and ISIN code (and any other relevant financial instrument codes, such as CFI and FISN) from Euroclear or Clearstream, Luxembourg.

- In the case of the first Tranche of Notes of a Series, the Fiscal Agent telephones or emails Euroclear or Clearstream, Luxembourg with a request for a common code and ISIN code (and any other relevant financial instrument codes, such as CFI and FISN) for such Series and in the case of a subsequent Tranche of Notes of that Series the Fiscal Agent telephones or emails Euroclear or Clearstream, Luxembourg with a request for a temporary common code and ISIN code (and any other relevant financial instrument codes, such as CFI and FISN) for such Tranche.

- Each common code and ISIN code (and any other relevant financial instrument codes, such as CFI and FISN) is notified by the Fiscal Agent to the relevant Issuer and the Relevant Dealer.

- Where the purchasing institution is not a Dealer, arrangements are made for the execution of a Dealer Accession Letter (in or substantially in the form set out in Schedule 4 (*Form of Dealer Accession Letter*)) and for the collection and review of the required condition precedent documents.

**By no later than 3.00 p.m. (Local Time) three Local Banking Days before the Issue Date**

- The Relevant Dealer (or, if such Dealer so agrees with the relevant Issuer, such Issuer) prepares (or procures the preparation of) the Final Terms based on or substantially on the form set out in Schedule 3 (*Form of Final Terms*), and sends (by email) a copy to the relevant Issuer (or, as the case may be, the Relevant Dealer), with a copy to the Fiscal Agent and if such agreement relates to Registered Notes, the Registrar.

**By no later than 5.00 p.m. (Local Time) three Local Banking Days before the Issue Date**

- The Final Terms are agreed between the relevant Issuer and the Relevant Dealer.

- The relevant Issuer confirms its instructions to the Fiscal Agent or the Registrar, as the case may be, to carry out the duties to be carried out by the Fiscal Agent or the Registrar, as the case may be, under the Agency Agreement and:
    - if a master Global Note(s) is/are to be used, ensures that the Fiscal Agent or the Registrar, as the case may be, receives such details as are necessary to enable it to complete a duplicate or duplicates of the appropriate Master Global Note(s); and
    - if a master Global Note(s) is/are not to be used, ensures that there is delivered to the Fiscal Agent or the Registrar, as the case may be, an appropriate Temporary Global Note and/or a Permanent Global Note or a Global Registered Note (as the case may be), in unauthenticated form but executed on behalf of the relevant Issuer.
- The Final Terms are executed and delivered (by email) to the Relevant Dealer, with a copy to the Fiscal Agent and if such agreement relates to Registered Notes, the Registrar.
- If required by the Conditions, a Calculation Agent is appointed.

**No later than two Local Banking Days before the Issue Date**

- The Relevant Dealer instructs Euroclear and/or Clearstream, Luxembourg to debit its account and pay the net subscription moneys to the Fiscal Agent's distribution account with Euroclear and/or Clearstream, Luxembourg for value on the Issue Date, against delivery of the Notes for value on the Issue Date to the specified account of the Relevant Dealer with Euroclear or Clearstream, Luxembourg.
- The Fiscal Agent receives details of such instructions through the records of Euroclear and/or Clearstream, Luxembourg.

**By no later than 2.00 p.m. (GMT) one Dublin business day before the Issue Date**

- In the case of Notes which are to be admitted to listing on the Official List of Euronext Dublin and admitted to trading on its regulated market, the Issuer notifies the Irish Listing Agent by email of the details of the Notes to be issued by sending it a copy of the completed Final Terms for submission to Euronext Dublin and the Central Bank of Ireland. The Irish Listing Agent shall file the Final Terms with Euronext Dublin no later than 2.00 p.m. (Dublin time) on the day before the Issue Date.

**By no later than the Local Banking Day before the Issue Date**

- If a master Global Note(s) is/are to be used, the Fiscal Agent or the Registrar, as the case may be, completes a duplicate or duplicates of the appropriate master Global Note(s), attaches a copy of the relevant Final Terms and authenticates the completed Global Note(s).
- If a master Global Note(s) is/are not to be used, the Fiscal Agent or the Registrar, as the case may be, checks and authenticates the completed Global Note(s) supplied to it by the relevant Issuer.

- The conditions precedent in the Dealer Agreement are satisfied and/or waived.

- The Global Note(s) is/are then delivered by the Fiscal Agent or the Registrar, as the case may be, to: (1) in the case of CGN Global Note(s), a common depositary for the ICSDs; and (2) in the case of NGN Global Note(s) to a common safekeeper, to be held in the Fiscal Agent's distribution account to the order of the relevant Issuer pending payment of the net subscription moneys.

- Instructions are given by the Fiscal Agent to Euroclear or, as the case may be, Clearstream, Luxembourg to credit the Notes represented by such Global Note to the Fiscal Agent's distribution account.

- If delivery "against payment" is specified in the relevant Final Terms, the Fiscal Agent further instructs Euroclear or, as the case may be, Clearstream, Luxembourg to debit from the Fiscal Agent's distribution account the nominal amount of such Notes which the Relevant Dealer has agreed to purchase and to credit such nominal amount to the account of such Dealer with Euroclear or Clearstream, Luxembourg against payment to the account of the Fiscal Agent of the net subscription moneys for the relevant Tranche of Notes for value on the Issue Date.

- In the case of a NGN Temporary Global Note or a NGN Permanent Global Note, instructions are given by the Fiscal Agent to the common safekeeper to effectuate the Global Note(s).

- The Relevant Dealer gives corresponding instructions to Euroclear or Clearstream, Luxembourg.

- If delivery "free of payment" is agreed between the parties and specified in the Final Terms, the relevant Issuer, the Relevant Dealer and the Fiscal Agent or the Registrar, as the case may be, may agree alternative payment, settlement and delivery arrangements.

**By no later than 3.00 p.m. (Local Time) one Local Banking Day before the Issue Date**

- In the case of Floating Rate Notes, the Fiscal Agent notifies the ICSDs, the relevant Issuer, the relevant stock exchange (via the Irish Listing Agent, if applicable, who in turn shall notify the stock exchange) and the Relevant Dealer by email of the Rate of Interest for the first Interest Period (if already determined).

- Where the Rate of Interest has not yet been determined, this will be notified in accordance with this paragraph as soon as it has been determined.

**On the Issue Date**

- Euroclear and/or Clearstream, Luxembourg debit and credit accounts in accordance with instructions received by them.

- Upon receipt of the net subscription moneys, the Fiscal Agent transfers such moneys for value on the Issue Date to such account as has been designated by the relevant Issuer.

**On or subsequent to the Issue Date**

- The Fiscal Agent notifies the relevant Issuer forthwith in the event that the Relevant Dealer does not pay the net subscription moneys due from it in respect of a Note.

**On the Exchange Date (if necessary)**

- In the case of the first Tranche of a Series, where the Final Terms for such Tranche specifies that a Temporary Global Note shall be exchangeable for a Permanent Global Note:
    - if a master Permanent Global Note is to be used, the Fiscal Agent completes a duplicate of the master Permanent Global Note, attaches a copy of the relevant Final Terms, authenticates the completed Permanent Global Note (to the extent not already done) and delivers it to (1) in the case of CGN Permanent Global Note, a common depositary for the ICSDs; and (2) in the case of an NGN Permanent Global Note, to a common safekeeper; and
    - if a master Permanent Global Note is not to be used, the Fiscal Agent checks and authenticates the completed Permanent Global Note supplied to it by the relevant Issuer (to the extent not already done) and delivers it to (1) in the case of CGN Permanent Global Note, a common depositary for the ICSDs; and (2) in the case of an NGN Permanent Global Note, to a common safekeeper.
- In the case of an NGN Permanent Global Note, the Fiscal Agent instructs the common safekeeper to effectuate the NGN Permanent Global Note.

## SCHEDULE 2
## SETTLEMENT PROCEDURES FOR SYNDICATED ISSUES OF NOTES

**No later than 10 Local Banking Days before the Issue Date (or such other number of days agreed between the relevant Issuer, the Settlement Bank and the Fiscal Agent)**

- The relevant Issuer agrees terms with a Dealer (which expression in this Schedule includes any institution to be appointed as a Dealer under the Subscription Agreement referred to below) for the issue and purchase of Notes (whether pursuant to an unsolicited bid from such Dealer or pursuant to an enquiry by the relevant Issuer), subject to the execution of the Subscription Agreement referred to below.

- The Settlement Bank promptly confirms (by email) the terms of such agreement to the relevant Issuer and, if applicable, the Guarantor, copied to the Fiscal Agent and if such agreement relates to Registered Notes, the Registrar.

- The Settlement Bank may invite other Dealers approved by the relevant Issuer to join the syndicate either on the basis of a confirmation to managers agreed between the relevant Issuer and the Settlement Bank or on the terms of the Final Terms referred to below and the Subscription Agreement.

- The Settlement Bank instructs the Fiscal Agent to obtain a common code and ISIN code (and any other relevant financial instrument codes, such as CFI and FISN) from Euroclear or Clearstream, Luxembourg.

- In the case of the first Tranche of Notes of a Series, the Fiscal Agent telephones or emails Euroclear or Clearstream, Luxembourg with a request for a common code and ISIN code (and any other relevant financial instrument codes, such as CFI and FISN) for such Series and in the case of a subsequent Tranche of Notes of that Series the Fiscal Agent telephones or emails Euroclear or Clearstream, Luxembourg with a request for a temporary common code and ISIN code (and any other relevant financial instrument codes, such as CFI and FISN) for such Tranche.

- Each common code and ISIN code (and any other relevant financial instrument codes, such as CFI and FISN) is notified by the Fiscal Agent to the relevant Issuer and the Settlement Bank.

- The Settlement Bank (or, if such Dealer so agrees with the relevant Issuer, such Issuer) prepares (or procures the preparation of) the Final Terms based on or substantially on the form set out in Schedule 3 (*Form of Final Terms*). A draft Subscription Agreement (in or substantially in the form of Schedule 3 (*Pro Forma Subscription Agreement*) to the Dealer Agreement or such other form as may be agreed between the relevant Issuer, if applicable, the Guarantor and the Relevant Dealers) is also prepared.

- Copies of the draft Final Terms and draft Subscription Agreement are submitted for approval to each lawyer required to give a legal opinion in connection with the issue.

**At least two full business days before the Subscription Agreement is intended to be signed**

- The Settlement Bank sends a copy of the draft Subscription Agreement and the draft Final Terms to the other Relevant Dealers.
- At the same time the Settlement Bank sends a copy of the Base Prospectus and Dealer Agreement (together with such other conditions precedent documents) to any other Relevant Dealer which has not previously received such documents.

**By 5.00 p.m. (Local Time) no later than three Local Banking Days before the Issue Date**

- The Subscription Agreement and Final Terms are agreed and executed and a copy of the Final Terms is sent by email to the Fiscal Agent and if such agreement relates to Registered Notes, the Registrar.
- The relevant Issuer confirms its instructions to the Fiscal Agent or the Registrar, as the case may be, to carry out the duties to be carried out by the Fiscal Agent or the Registrar, as the case may be, under the Agency Agreement and:
    - if a master Global Note(s) is/are to be used, ensures that the Fiscal Agent or the Registrar, as the case may be, receives such details as are necessary to enable it to complete a duplicate or duplicates of the appropriate master Global Note(s); and
    - if a master Global Note(s) is/are not to be used, ensures that there is delivered to the Fiscal Agent or the Registrar, as the case may be, an appropriate Temporary Global Note and/or a Permanent Global Note or a Global Registered Note (as the case may be), in unauthenticated form but executed on behalf of the relevant Issuer.
- If required by the Conditions, a Calculation Agent is appointed.
- The relevant Issuer confirms its payment instructions to the Settlement Bank.

**No later than two Local Banking Days before the Issue Date**

- The Settlement Bank provides all necessary settlement and payment instructions and contact details to the ICSDs and to the common depositary, including the account(s) of, or as designated by, the relevant Issuer to which payment(s) of the proceeds of the issue should be made from the securities commissionaire account of the Settlement Bank.

**By no later than 2.00 p.m. (GMT) one Dublin business day before the Issue Date**

- In the case of Notes which are to be admitted to listing on the Official List of Euronext Dublin and admitted to trading on its regulated market, the Issuer notifies the Irish Listing Agent by email of the details of the Notes to be issued by sending a copy of the completed Final Terms to the Irish Listing Agent for submission to Euronext Dublin and the Central

Bank of Ireland. The Irish Listing Agent shall file the Final Terms with Euronext Dublin no later than 2.00 p.m. (Dublin time) on the day before the Issue Date.

**By 3.00 p.m. (Local Time) no later than one Local Banking Day before the Issue Date**

- In the case of Floating Rate Notes, the Fiscal Agent notifies the ICSDs, the relevant Issuer, the relevant stock exchange (via the Irish Listing Agent, if applicable, who in turn shall notify the stock exchange) and the Settlement Bank by email of the Rate of Interest for the first Interest Period (if already determined).

- Where the Rate of Interest has not yet been determined, this will be notified in accordance with this paragraph as soon as it has been determined.

**On the "Payment Instruction Date", being either the Issue Date or, in the case of a pre-closed issue, the day which is one Local Banking Day before the Issue Date**

- If a master Global Note(s) is/are to be used, the Fiscal Agent or the Registrar, as the case may be, completes a duplicate or duplicates of the appropriate master Global Note(s), attaches a copy of the relevant Final Terms and authenticates the completed Global Note(s).

- If a master Global Note(s) is/are not to be used, the Fiscal Agent or the Registrar, as the case may be, checks and authenticates the completed Global Note(s) supplied to it by the relevant Issuer.

- The conditions precedent in the Subscription Agreement and the Dealer Agreement are satisfied and/or waived.

- The Global Note(s) is/are then delivered by the Fiscal Agent or the Registrar, as the case may be, to a common depositary for the ICSDs and instructions are given by the Fiscal Agent (on behalf of the relevant Issuer) to the common depositary. The common depositary can then request the ICSDs to credit the Notes represented by the relevant Global Note free of payment to the securities commissionaire account of the Settlement Bank.

- If delivery "against payment" is specified in the Final Terms, the Settlement Bank procures payment of the net subscription moneys into the securities commissionaire account and instructs the ICSDs to pay the net subscription moneys from the Settlement Bank's securities commissionaire account to the Issuer's order, for value on the Issue Date against delivery of the Notes represented by the relevant Global Note to the specified account of the Settlement Bank.

- If delivery "free of payment" is agreed between the parties and specified in the Final Terms, the relevant Issuer, the Settlement Bank and the Fiscal Agent or the Registrar, as the case may be, may agree alternative payment, settlement and delivery arrangements.

**Issue Date**

- The Settlement Bank confirms that all conditions precedent have been satisfied and/or waived.

- Euroclear and/or Clearstream, Luxembourg debit and credit accounts in accordance with instructions received by them.

- Euroclear and/or Clearstream, Luxembourg pay the net subscription moneys to such account as has been designated by the relevant Issuer.

**On the Exchange Date (if necessary)**

- In the case of the first Tranche of a Series, where the Final Terms for such Tranche specifies that a Temporary Global Note shall be exchangeable for a Permanent Global Note:

    - if a master Permanent Global Note is to be used, the Fiscal Agent completes a duplicate of the master Permanent Global Note, attaches a copy of the relevant Final Terms, authenticates the completed Permanent Global Note (to the extent not already done) and delivers it to a common depositary for the ICSDs; and

    - if a master Permanent Global Note is not to be used, the Fiscal Agent checks and authenticates the completed Permanent Global Note supplied to it by the relevant Issuer (to the extent not already done) and delivers it to a common depositary for the ICSDs.

**SCHEDULE 3**
**FORM OF 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 ("**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 (the "**Insurance Distribution Directive**"), 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, as amended (the "**EU 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, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom (the "**UK**"). For these purposes, a "retail investor" means a person who is either one (or both) of the following: (i) not 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 in the UK by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.]

[**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. 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 ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law in the UK 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 distributor should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor

subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**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**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Notes are ["prescribed capital markets products"]/["capital markets products other than prescribed capital markets products"] (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and ["Excluded Investment Products"]/["Specified Investment Products"] (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAAN16: Notice on Recommendations on Investment Products).]

**Final Terms dated [•]**

**[HEMSÖ FASTIGHETS AB] / [HEMSÖ TREASURY OYJ]**

**[Unconditionally and irrevocably guaranteed by Hemsö Fastighets AB]**

**Legal entity identifier (LEI): [549300VOTS5OZ82UTG69] / [743700D3NKZC0VKKPY05]**

**Issue of [Aggregate Principal Amount of Tranche] [Title of Notes]**
**[[Green/Sustainability/Social/European Green] Bonds]**

**under the EUR 6,000,000,000 Euro Medium Term Note Programme**

## PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the base prospectus dated 4 November 2026 [and the supplemental base prospectus dated [•]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of the EU Prospectus Regulation. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the EU 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 websites of Euronext Dublin (https://live.euronext.com/en/markets/dublin) and the Issuer (https://www.hemsoe.com/).]

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

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the base prospectus dated [[26 August 2016]/[9 June 2017]/[20 April 2018]/[24 April 2019]/[22 April 2020]/[27 November 2020]/[8 November 2021]/[8 November 2022]/[8 November 2023]/[7 November 2024]/[5 November 2025]] [and the supplement to it dated [•]] which are incorporated by reference in the base prospectus dated 5 November 2025. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the EU Prospectus Regulation and must be read in conjunction with the base prospectus dated 4 November 2026 [and the supplement[s] to it dated [•] [and [•]] which [together] constitute[s] a base prospectus for the purposes of the EU Prospectus Regulation (the "**Base Prospectus**"),

including the Conditions incorporated by reference in the Base Prospectus in order to obtain all the relevant information. The Base Prospectus has been published on the websites of Euronext Dublin (https://live.euronext.com/en/markets/dublin) and the Issuer (https://www.hemsoe.com/).]

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

| | | | |
|---|---|---|---|
| 1. | (i) | Issuer: | [Hemsö Fastighets AB] / [Hemsö Treasury Oyj] |
| | (ii) | [Guarantor: | Hemsö Fastighets AB] |
| 2. | (i) | Series Number: | [•] |
| | (ii) | Tranche Number: | [•] |
| | (iii) | [Date on which the Notes become fungible: | [Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [•] on [[•]/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 25 below [which is expected to occur on or about [•]].] |
| 3. | Specified Currency or Currencies: | | [•] |
| 4. | Aggregate Principal Amount: | | [•] |
| | (i) | Series: | [•] |
| | (ii) | Tranche: | [•]] |
| 5. | Issue Price: | | [•] per cent. of the Aggregate Principal Amount [plus accrued interest from [•]] |
| 6. | (i) | Specified Denominations: | [•]<br><br>(*NB – Notes must have a minimum denomination of EUR100,000 (or equivalent)*)<br><br>(*If a Global Note is exchangeable for Definitive Notes at the option of the Noteholders, the Notes shall be tradeable only in principal amounts of at least the Specified Denomination and integral multiples thereof*) |
| | (ii) | Calculation Amount: | [•] |
| 7. | (i) | Issue Date: | [•] |

| | | | |
|---|---|---|---|
| | (ii) | Interest Commencement Date: | [[•]/Issue Date/Not Applicable] |
| 8. | Maturity Date: | | [•] |
| 9. | Interest Basis: | | [[•] per cent. Fixed Rate]<br><br>[[•] [CIBOR/EURIBOR/NIBOR/SOFR/SOFR Compounded Index/STIBOR] +/– [•] per cent. Floating Rate]<br><br>[Zero Coupon]<br><br>(see paragraph [14]/[15]/[16] below) |
| 10. | Redemption/Payment Basis: | | Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [•] / [100] per cent. of their principal amount. |
| 11. | Change of Interest or Redemption/Payment Basis: | | [Applicable/Not Applicable] |
| 12. | Put/Call Options: | | [Issuer Call]<br><br>[Investor Put]<br><br>[Change of Control Put Option]<br><br>[Clean-up Call]<br><br>[(further particulars specified in paragraphs [17]/[18]/[19]/[20] below)] |
| 13. | (i) | [Status of the Notes: | [Senior] |
| | (ii) | [Status of the Guarantee of the Notes: | Senior] |
| | (iii) | [[Date [Board] approval for issuance of Notes [and Guarantee of the Notes] obtained]: | [•] |

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

| | | |
|---|---|---|
| 14. | **Fixed Rate Note Provisions** | [Applicable [from [•] to [•]]/Not Applicable]<br><br>*(If not applicable, delete the remaining sub-paragraphs of this paragraph)* |

| | | | |
|---|---|---|---|
| | (i) | Rate[(s)] of Interest: | [•] per cent. per annum payable in arrear on each Interest Payment Date |
| | (ii) | Interest Payment Date(s): | [•] in each year up to and including the [Maturity Date / [•]] |
| | (iii) | Fixed Coupon Amount[(s)]: | [•] per Calculation Amount |
| | (iv) | Broken Amount(s): | [•] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [•] |
| | (v) | Day Count Fraction: | [30/360 / Actual/Actual (ICMA/ISDA)] |
| | (vi) | Unmatured Coupons void: | Condition 10(f) (*Unmatured Coupons void*) is [Applicable]/[Not Applicable] |
| 15. | **Floating Rate Note Provisions** | | [Applicable [from [•] to [•]]/Not Applicable]<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph)* |
| | (i) | Specified Period: | [•][, subject to adjustment in accordance with the Business Day Convention set out in (iv) below/not subject to any adjustment, or the Business Day Convention in (iv) below is specified to be Not Applicable] |
| | (ii) | Specified Interest Payment Dates: | [•][, subject to adjustment in accordance with the Business Day Convention set out in (iv) below/not subject to any adjustment, or the Business Day Convention in (iv) below is specified to be Not Applicable] |
| | (iii) | First Interest Payment Date: | [•] |
| | (iv) | Business Day Convention: | [Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / No Adjustment] [Not Applicable] |
| | (v) | Additional Business Centre(s): | [Not Applicable/[•]] |
| | (vi) | Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s): | [Fiscal Agent]/ [•] shall be the Calculation Agent |
| | (vii) | Screen Rate Determination: | |

- Reference Rate: [•] [CIBOR/EURIBOR/NIBOR/SOFR/SOFR Compounded Index (see Index Determination below)/STIBOR]
- Observation Method: [Lag / Observation Shift]
- Lag Period: [5/[•] U.S. Government Securities Business Days/Not Applicable]
- Observation Shift Period: [5/[•] U.S. Government Securities Business Day /Not Applicable]

  (*NB: A minimum of 5 should be specified for the Lag Period or Observation Shift Period, unless otherwise agreed with the Calculation Agent*)
- D: [360/365/[ ]] / [Not Applicable]
- Index Determination [Applicable/Not Applicable]
- SOFR Compounded Index: [Applicable/Not Applicable]
- Relevant Decimal Place: [•] [5]
- Relevant Number of Index Days: [•] [5]
- Interest Determination Date(s): [•]
- Relevant Screen Page: [•]
- Relevant Time: [•]
- Relevant Financial Centre: [•]

(viii) Linear Interpolation: [Not Applicable / Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]

(ix) Margin(s): [+/-][•] per cent. per annum

(x) Minimum Rate of Interest: [•] per cent. per annum

(xi) Maximum Rate of Interest: [•] per cent. per annum

| | | | |
|---|---|---|---|
| | (xii) | Day Count Fraction: | [Actual/365 (Fixed)] / [Actual/360] / [30/360] / [30E/360] / [Eurobond Basis] / [30E/360 (ISDA)] |
| 16. | **Zero Coupon Note Provisions** | | [Applicable/Not Applicable]<br><br>*(If not applicable, delete the remaining sub-paragraphs of this paragraph)* |
| | (i) | Accrual Yield: | [•] per cent. per annum |
| | (ii) | Reference Price: | [•] |
| | (iii) | Day Count Fraction in relation to Early Redemption Amounts: | [30/360 / Actual/Actual (ICMA/ISDA)] |

**PROVISIONS RELATING TO REDEMPTION**

| | | | |
|---|---|---|---|
| 17. | Call Option | | [Applicable/Not Applicable]<br><br>*(If not applicable, delete the remaining sub-paragraphs of this paragraph)* |
| | (i) | Optional Redemption Date(s): | [•] |
| | (ii) | Par Call Commencement Date: | [•] |
| | (iii) | Optional Redemption Amount(s) (Call) of each Note: | [[•] per Calculation Amount / Make-Whole Redemption Amount] [in the case of the Optional Redemption Date(s) falling [on [•]]/[in the period from and including [*insert date 3 months prior to maturity*]/[*other date*] to but excluding [*date*]] [and [[•] per Calculation Amount/Make-Whole Redemption Amount] [in the case of the Optional Redemption Date(s) falling [on [•]/in the period from and including [*date*] to but excluding [*date*]] |
| | | (a) [Reference Bond: | [DA Selected Bond] / [*Insert applicable Reference Bond*]]<br><br>(*If a Par Call Commencement Date is included, the Reference Bond should mature on the Par Call Commencement Date rather than the Maturity Date*) |
| | | (b) [Quotation Time: | [•]] |
| | | (c) [Make-Whole Redemption Margin: | [•] per cent.] |
| | (iv) | Redeemable in part: | [Applicable/Not Applicable/[*provide details*]] |

| | | | |
|---|---|---|---|
| | (a) | Minimum Redemption Amount: | [•] |
| | (b) | Maximum Redemption Amount | [•] |
| (v) | | Notice period: | [•] / [In line with Conditions] |
| 18. | **Put Option** | | [Applicable/Not Applicable]<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| (i) | | Redemption at the option of the Noteholder (Condition 9(e)): | [Applicable/Not Applicable] |
| (ii) | | Optional Redemption Date(s) (Put): | [•] |
| (iii) | | Optional Redemption Amount(s) (Put) of each Note: | [•] per Calculation Amount |
| (iv) | | Notice period: | [•]/ [In line with Conditions] |
| 19. | **Change of Control Put Option** | | [Applicable/Not Applicable] |
| 20. | **Clean-up Call Option**: | | [Applicable/Not Applicable]<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| (i) | | Clean-up Call Redemption Amount: | [•] per Calculation Amount |
| (ii) | | Notice period: | [•] / [In line with Conditions] |
| 21. | **Early Termination Amount**<br><br>Early Termination Amount(s) per Calculation Amount payable on redemption on event of default or other early redemption: | | [[•]/[Par] per Calculation Amount/Not Applicable] |
| 22. | **Final Redemption Amount of each Note** | | [•] /[Par] per Calculation Amount |
| 23. | **Early Redemption Amount**<br><br>Early Redemption Amount(s) per Calculation Amount payable on | | [[•]/[Par] per Calculation Amount/Not Applicable] |

| | | |
|---|---|---|
| | redemption on event of default or other early redemption: | |
| 24. | **Early Redemption Amount (Tax)** | [[•]/[Par] per Calculation Amount/Not Applicable] |
| | (i) Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons: | [•]/ [In line with Conditions] |
| | (ii) Notice period: | |

**GENERAL PROVISIONS APPLICABLE TO THE NOTES**

| | | |
|---|---|---|
| 25. | **Form of Notes**: | [Bearer Notes:]<br><br>[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [•] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]<br><br>[Temporary Global Note exchangeable for Definitive Notes on [•] days' notice]<br><br>[Permanent Global Note exchangeable for Definitive Notes on [ ] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]<br><br>[Registered Notes]<br><br>Global Registered Note exchangeable for Individual Note Certificates on [•] days' notice/at any time/in the limited circumstances described in the Global Registered Note<br><br>[and]<br><br>Global Registered Note [(U.S.$/Euro [•] principal amount)] registered in the name of a nominee for [a common depositary for Euroclear and Clearstream, Luxembourg]/[a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the New Safekeeping Structure (NSS))].<br><br>(*The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes includes language substantially to the following effect:* |

| | | |
|---|---|---|
| | | *"€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000".*<br><br>*Furthermore, such Specified Denomination construction should not be used in relation to any issuance of Notes which is to be represented on issue by a Permanent Bearer Global Note exchangeable for Definitive Notes.*) |
| 26. | New Global Note/New Safekeeping Structure: | [Yes] [No] [Not Applicable] |
| 27. | Additional Financial Centre(s): | [Not Applicable/*give details*. *Note that this paragraph relates to the date of payment, and not the end dates of interest periods for the purposes of calculating the amount of interest end dates, to which sub-paragraph 15(v) relates*] |
| 28. | Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature): | [Yes/No. As the Notes have more than 27 coupon payments, talons may be required if, on exchange into definitive form, more than 27 coupon payments are left.] |
| 29. | Relevant Benchmark[s]: | [[CIBOR]/[EURIBOR]/[NIBOR]/[STIBOR]/[SOFR] is provided by [administrator legal name][*repeat as necessary*]. As at the date hereof, [[administrator legal name][appears]/[does not appear]][*repeat as necessary*] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (Register of administrators and benchmarks) of the EU Benchmarks Regulation] ]/[As far as the Issuer is aware, as at the date hereof, [CIBOR]/[EURIBOR]/[NIBOR]/[STIBOR]/[SOFR] does not fall within the scope of the EU Benchmarks Regulation]/[Not Applicable] |

Signed on behalf of [Hemsö Fastighets AB] / [Hemsö Treasury Oyj]:

By: .....
*Duly authorised*

Signed on behalf of Hemsö Fastighets AB:

By: .....
*Duly authorised*

## PART B – OTHER INFORMATION

| | | |
|---|---|---|
| 1. | **LISTING AND ADMISSION TO TRADING** | |
| | (i) Admission to Trading: | [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the regulated market of Euronext Dublin with effect from [•]] |
| | (ii) Estimate of total expenses related to admission to trading: | [•] |
| 2. | **RATINGS** | [The Notes to be issued [have been/are expected to be] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]/[The Notes to be issued will be unrated]:<br><br>[[S&P Global Ratings Europe Limited ("**S&P**")]/[Moody's Investors Service (Nordics) AB ("**Moody's**")]/[Fitch Ratings Ireland Limited ("**Fitch**")]: [•]]<br><br>[*Add a brief explanation of the meaning of the ratings if previously published by the ratings provider.*]<br><br>[S&P]/[Moody's]/[Fitch]/[•] is established in the EEA and registered under Regulation (EC) No. 1060/2009, as amended (the "**EU CRA Regulation**") / the rating [S&P]/[Moody's]/[Fitch]/[•] has given to the Notes is endorsed by [*insert legal name of credit rating agency*], which is established in the UK and registered under Regulation (EC) No. 1060/2009 as it forms part of domestic law in the UK by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") / [S&P]/[Moody's]/[Fitch]/[•] has been certified under Regulation (EC) No. 1060/2009 as it forms part of domestic law in the UK by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") / [S&P]/[Moody's]/[Fitch]/[•] has not been certified under Regulation (EC) No. 1060/2009, as it forms part of domestic law in the UK by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency |

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

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

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

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

| | | |
|---|---|---|
| [(i) | Reasons for the offer: | [The Issuer intends to apply an amount equal to the net proceeds from this offer of Notes for general corporate purposes] / [The Issuer intends to apply an amount equal to the net proceeds from this offer of Notes specifically for Eligible Assets as described in the section "*Use of Proceeds*" in the Base Prospectus */ other "[Green/Sustainability/Social/European Green] Bonds" description] /* [•] |
| [(ii)] | European Green Bonds (issued in accordance with Regulation (EU) 2023/2631) | [Yes/No] (*If yes, complete section below)*<br><br>[Date of (i) European Green Bond Factsheet: [•] (this is available at [*insert hyperlink*] and is incorporated by reference in the Final Terms); [and] (ii) Pre-issuance Review: [•] (this is available at [*insert hyperlink*] but is not incorporated in, nor does it form part of, the Final Terms or the Base Prospectus] / [•] |
| [(ii)] | Estimated net proceeds: | [•]<br><br>*(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)* |

5. **[*Fixed Rate Notes only* – YIELD**

| | |
|---|---|
| Indication of yield: | [•] per cent.<br><br>[*The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.*]] |

6. **OPERATIONAL INFORMATION**

| | |
|---|---|
| ISIN: | [•] |
| Common Code: | [•] |
| FISN: | [[See/[*include code*], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available] |
| CFI Code: | [[See/[*include code*], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available] |
| Any clearing system(s) other than Euroclear or Clearstream, Luxembourg | [Not Applicable/[•]] |
| Delivery: | Delivery [against/free of] payment |
| Names and addresses of additional Paying Agent(s) (if any): | [•] |
| 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 held under the NSS structure*] 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.]/<br><br>[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. 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.]

[Not Applicable]

7. **DISTRIBUTION**

| | | |
|---|---|---|
| (i) | Method of Distribution: | [Syndicated/Non-syndicated] |
| (ii) | If syndicated: | |
| | Names of Managers: | [Not Applicable/*give names*] |
| | Stabilisation Manager(s), if any: | [Not Applicable/*give name(s)*] |
| (iii) | If non-syndicated, name of Dealer: | [Not Applicable/*give names*] |
| (iv) | U.S. Selling Restrictions: | [Reg S Compliance Category [1/2];<br><br>(*In the case of Bearer Notes*) TEFRA C/TEFRA D/TEFRA Not Applicable] |
| (v) | Japanese Selling Restrictions: | [Per the Base Prospectus]<br><br>[***Notice of Selling Restriction****:* The Notes have not been and will not be registered in Japan pursuant to Article 4, Paragraph 1 of the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**FIEA**") in reliance upon the exemption from the registration requirements since the offering constitutes the small number private placement as provided for in "ha" of Article 2, Paragraph 3, Item 2 of the FIEA.<br><br>A transferor of the Notes shall not transfer or resell the Notes except where the transferor transfers or resells all the Notes en bloc to one transferee.]<br><br>(*If the Notes will be offered to Japanese investors in reliance on the 'small number private placement' exemption, the above selling restriction should be specified. Japanese counsel* |

| | | |
|---|---|---|
| | | *should advise on the applicability of the exemption*)<br><br>[***Notice of Selling Restriction***: The Notes have not been and will not be registered in Japan pursuant to Article 4, Paragraph 1 of the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**FIEA**") in reliance upon the exemption from the registration requirements since the offering constitutes the private placement to qualified institutional investors only as provided for in "*i*" of Article 2, Paragraph 3, Item 2 of the FIEA.<br><br>A transferor of the Notes shall not transfer or resell them except where a transferee is a qualified institutional investor under Article 10 of the Cabinet Office Ordinance concerning Definitions provided in Article 2 of the Financial Instruments and Exchange Act of Japan (the Ministry of Finance Ordinance No. 14 of 1993, as amended).]<br><br>(*If the Notes will be offered to Japanese investors in reliance on the 'qualified institutional investor private placement' exemption, the above selling restriction should be specified. Japanese counsel should advise on the applicability of the exemption*) |
| (vi) | Prohibition of Sales to EEA Retail Investors: | [Applicable/Not Applicable]<br><br>*(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.*) |
| (vii) | Prohibition of Sales to UK Retail Investors: | [Applicable/Not Applicable]<br><br>*(If the Notes clearly do not constitute consumer composite investments under the UK CCI regime or the Notes do constitute consumer composite investments s and a disclosure document will be prepared in the UK, "Not Applicable" should be specified. If the Notes may constitute consumer composite investments and no disclosure* |

*document will be prepared in the UK, "Applicable" should be specified.)*

**SCHEDULE 4**
**FORM OF DEALER ACCESSION LETTER**

[*New Dealer*]
[*Address*]

**HEMSÖ FASTIGHETS AB**
**and**
**HEMSÖ TREASURY OYJ**
**EUR 6,000,000,000**
**Euro Medium Term Note Programme**
***In respect of Notes issued by Hemsö Treasury Oyj***
**GUARANTEED BY HEMSÖ FASTIGHETS AB**

We refer to our Euro Medium Term Note Programme (the "**Programme**") for the issuance of notes, in connection with which we have entered into an amended and restated dealer agreement dated 4 November 2026 (the "**Dealer Agreement**"). All terms and expressions which have defined meanings in the Dealer Agreement shall have the same meanings in this letter except where the context requires otherwise or unless otherwise stated.

We have pleasure in inviting you to become a Dealer upon the terms of the Dealer Agreement [but only in respect of [*specify Tranche of Notes* (the "**Notes**")]], a copy of which has been supplied to you by us.

We are enclosing such copies of the conditions precedent as set out in Schedule 2 (*Initial Conditions Precedent*) to the Dealer Agreement as you have requested together with copies of any updates or supplements thereto as have been delivered to the existing Dealers. In addition, we enclose letters from Clifford Chance and [•] entitling you to rely on the original letters referred to therein.

**[EU MiFID Product Governance Rules**

[Solely for the purposes of the requirements of Article 9(8) of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**EU MiFID Product Governance Rules**") regarding the mutual responsibilities of manufacturers under the EU Product Governance Rules:

1. [*Dealer's name if deemed to be EU MiFID manufacturer*] (the "**EU Manufacturer**") acknowledges that it understands the responsibilities conferred upon it under the EU MiFID Product Governance Rules relating to each of the product approval process, the target market and the proposed distribution channels as applying to the Notes and the related information set out in the [*Final Terms/announcements*] in connection with the Notes; and

2. [Hemsö Fastighets AB]/ [Hemsö Treasury Oyj] as the Issuer [and Hemsö Fastighets AB as the Guarantor] note[s] the application of the EU MiFID Product Governance Rules and acknowledges the target market and distribution channels identified as applying to the Notes by the EU Manufacturer and the related information set out in the [*Final Terms/announcements*] in connection with the Notes.]

**[UK MiFIR Product Governance Rules**

Solely for the purposes of the requirements of 3.2.7R of the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") regarding the mutual responsibilities of manufacturers under the UK MiFIR Product Governance Rules:

1. [*Dealer's name if deemed to be UK MiFIR manufacturer*] (the "**UK Manufacturer**") acknowledges that it understands the responsibilities conferred upon it under the UK MiFIR Product Governance Rules relating to each of the product approval process, the target market and the proposed distribution channels as applying to the Notes and the related information set out in the [*Final Terms/announcements*] in connection with the Notes; and

2. [Hemsö Fastighets AB] / [Hemsö Treasury Oyj] as the Issuer [and Hemsö Fastighets AB as the Guarantor] note[s] the application of the UK MiFIR Product Governance Rules and acknowledges the target market and distribution channels identified as applying to the Notes by the UK Manufacturer and the related information set out in the [*Final Terms/announcements*] in connection with the Notes.]

Please return a copy of this letter to us signed by an authorised signatory whereupon you will become a Dealer for the purposes of the Dealer Agreement with[, subject as hereinafter provided,] all the authority, rights, powers, duties and obligations of a Dealer under the Dealer Agreement [except that, following the issue of the Notes, you shall have no further authority, rights, powers, duties or obligations except such as may have accrued or been incurred prior to, or in connection with, the issue of the Notes].

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law. The provisions of clause 19 (*Law and Jurisdiction*) of the Dealer Agreement shall apply to this letter as if set out herein in full.

For and on behalf of
**HEMSÖ FASTIGHETS AB**

By:

For and on behalf of
**HEMSÖ TREASURY OYJ**

By:

**CONFIRMATION**

We hereby accept our appointment as a Dealer under the Dealer Agreement upon the terms of this letter [but only in respect of [*specify Tranche of Notes*]].

We confirm that we are in receipt of all the documents which we have requested and have found them to be satisfactory.

For the purposes of the Dealer Agreement our communication details are as set out below.

For and on behalf of

**[NEW DEALER]**

By:

Date:

Address: [ ]
Email: [ ]
Attention: [*name or department*]

[copies to:

(i) all existing Dealers who have been appointed in respect of the Programme generally;

(ii) the existing Fiscal Agent.]

**SCHEDULE 5**
**FORM OF NOTICE OF INCREASE OF AUTHORISED AMOUNT**

To: *[list all current Dealers appointed in respect of the Programme generally, and each of the Paying Agents]*

**HEMSÖ FASTIGHETS AB**
**and**
**HEMSÖ TREASURY OYJ**
**EUR 6,000,000,000**
**Euro Medium Term Note Programme**
***In respect of Notes issued by Hemsö Treasury Oyj***
**GUARANTEED BY HEMSÖ FASTIGHETS AB**

We refer to our Euro Medium Term Note Programme (the "**Programme**") for the issuance of notes, in connection with which we have entered into an amended and restated dealer agreement dated 4 November 2026 (the "**Dealer Agreement**"). All terms and expressions which have defined meanings in the Dealer Agreement shall have the same meanings in this letter except where the context requires otherwise or unless otherwise stated.

Pursuant to clause 15 (*Increase in Authorised Amount*) of the Dealer Agreement, we hereby inform you that the Authorised Amount of the Programme is to be increased from EUR 6,000,000,000 to EUR [•] with effect from [•] or such later date upon which the requirements of clause 15.2 (*Effectiveness*) of the Dealer Agreement shall be fulfilled, subject always to the provisions of clause 15.2 (*Effectiveness*) of the Dealer Agreement.

Unless we receive notice to the contrary from you no later than ten business days after the date of this letter, you will (subject to our compliance with all matters contemplated in clause 15.2 (*Effectiveness*) of the Dealer Agreement) be deemed to have consented to the increase in the Authorised Amount.

From the date upon which the increase in the Authorised Amount becomes effective, all references in the Agreements to the Programme and the Authorised Amount being in a certain principal amount shall be to the increased principal amount as specified herein.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law. The provisions of clause 19 (*Law and Jurisdiction*) of the Dealer Agreement shall apply to this letter as if set out herein in full.

For and on behalf of
**HEMSÖ FASTIGHETS AB**

By:

For and on behalf of
**HEMSÖ TREASURY OYJ**

By:

## SCHEDULE 6
## NOTICE AND CONTACT DETAILS

***The Issuers***

**Hemsö Fastighets AB**
Linnégatan 2
Box 24 281
104 51 Stockholm

Email: finans@hemso.se
Attention: Group Treasurer

**Hemsö Treasury Oyj**
Linnégatan 2
Box 24 281
104 51 Stockholm

Email: finans@hemso.se
Attention: Group Treasurer

***The Arranger***

**Citigroup Global Markets Europe AG**
Börsenplatz 9
60313 Frankfurt am Main
Germany

Tel: +33 1 76 76 02 61
Email: mtndesk@citi.com
Attention: MTN Desk

***The Dealers***

**Barclays Bank Ireland PLC**
One Molesworth Street
Dublin 2
D02RF29
Ireland

Email: MTNSNSyndicateEMEA@barclays.com
Attention: BBI MTN Syndicate

**BNP PARIBAS**
16, boulevard des Italiens
75009 Paris
France

Email: emtn.programmes@bnpparibas.com
Attention: MTN Desk

**Citigroup Global Markets Europe AG**
Börsenplatz 9
60313 Frankfurt am Main
Germany

Tel: +33 1 76 76 02 61
Email: mtndesk@citi.com
Attention: MTN Desk

**Citigroup Global Markets Limited**
Citigroup Centre
Canada Square
London E14 5LB
United Kingdom

Tel: +44 20 7986 9000
Email: mtndesk@citi.com
Attention: MTN Desk

**Danske Bank A/S**
Bernstorffsgade 40
DK-1577
Copenhagen V
Denmark

Tel: +45 (0) 45 14 32 70
Attention: 3775 Debt Capital Markets

**Deutsche Bank Aktiengesellschaft**
Mainzer Landstr. 11-17
60329 Frankfurt am Main
Germany

Telephone: +49(69)910-30725
Email: grs.fft-admin@db.com
Attention: DCM Debt Syndicate

**DNB Carnegie Investment Bank AB (publ)**
Regeringsgatan 59
105 88 Stockholm
Sweden

Email: dcm_legal@dnb.se
Attention: DNB Markets Sweden

**Nordea Bank Abp**
c/o Nordea Danmark, filial af Nordea Bank Abp, Finland
Grønjordsvej 10
DK-0900 Copenhagen C
Denmark

Tel: +45 5547 1479/1487
Email: Transaction.Management@nordea.com
Attention: Transaction Management, Metro C.2

**Skandinaviska Enskilda Banken AB (publ)**
Kungsträdgårdsgatan 8
106 40 Stockholm
Sweden

Tel: +46 (0) 8 763 8380
Email: SEBDebtProgrammes@seb.se
Attention: DCM Legal

**Svenska Handelsbanken AB (publ)**
Blasieholmstorg 11
SE-106 70 Stockholm
Sweden

Tel: +46 8 463 48 98
Email: dcm.ltm@handelsbanken.se
Attention: LTM/EMTN

**Swedbank AB (publ)**
SE – 105 34
Stockholm
Sweden

Tel: +46 (0)8 700 9985
Email: syndicate@swedbank.se
dcm.legal@swedbank.se
Attention: MTN Desk

***The Fiscal Agent***

**Citibank, N.A., London Branch**
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

Email (security code requests): mtn.coderequests@citi.com
Email (settlements): mtn.issuance@citi.com
Attention: Agency & Trust – MTN Issuance

In its capacity as Calculation Agent:

Email: rate.fixing@citi.com
Attention: Agency and Trust

**SCHEDULE 7**
**FORM OF TEMPORARY GLOBAL NOTE**

[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.]

**[HEMSÖ FASTIGHETS AB**

(*incorporated with limited liability under the laws of the Kingdom of Sweden*)]

**[HEMSÖ TREASURY OYJ**

(*incorporated with limited liability under the laws of the Republic of Finland*)]

[**Guaranteed by**
**HEMSÖ FASTIGHETS AB**

(*incorporated with limited liability under the laws of the Kingdom of Sweden*)]

**EUR 6,000,000,000**

**Euro Medium Term Note Programme**

**TEMPORARY GLOBAL NOTE**

1. **INTRODUCTION**

1.1 **The Notes**

This Temporary Global Note is issued in respect of the notes (the "**Notes**") of [Hemsö Fastighets AB] / [Hemsö Treasury Oyj] (the "**Issuer**") described in the final terms (the "**Final Terms**") or drawdown prospectus ("**Drawdown Prospectus**") a copy of which is annexed hereto. If a Drawdown Prospectus is annexed hereto, each reference in this Temporary Global Note to "Final Terms" shall be read and construed as a reference to the final terms of the Notes set out in such Drawdown Prospectus. The Notes:

1.1.1 *Deed of Covenant*: (insofar as they are represented by this Temporary Global Note) have the benefit of a deed of covenant dated 5 November 2025 (the "**Deed of Covenant**") executed by the Issuer and [Hemsö Fastighets AB] / [Hemsö Treasury Oyj]; and

1.1.2 *Agency Agreement*: are the subject of an amended and restated issue and paying agency agreement dated 5 November 2025 (the "**Agency Agreement**") made between the Issuer, [Hemsö Fastighets AB] / [Hemsö Treasury Oyj], Citibank, N.A., London Branch as fiscal agent (the "**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Notes) and the other paying agents named therein (together with the Fiscal Agent, the "**Paying Agents**", which expression includes any additional or successor paying agents appointed from time to time in connection with the Notes).

1.2 **Construction**

All references in this Temporary Global Note to an agreement, instrument or other document (including the Agency Agreement and the Deed of Covenant) shall be construed as a reference to that agreement, instrument or other document as the same may be amended, supplemented, replaced or novated from time to time **provided that**, in the case of any amendment, supplement, replacement or novation made after the date hereof, it is made in accordance with the Conditions. Headings and sub-headings are for ease of reference only and shall not affect the construction of this Temporary Global Note.

1.3 **References to Conditions**

Any reference herein to the "**Conditions**" is to the Conditions as defined in the Agency Agreement, as completed by the Final Terms or as supplemented, amended and/or replaced by the Drawdown Prospectus, and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Temporary Global Note.

2. **PROMISE TO PAY**

2.1 **Pay to bearer**

The Issuer, for value received, promises to pay to the bearer of this Temporary Global Note, in respect of each Note represented by this Temporary Global Note, the Redemption Amount on the Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Conditions (or to pay such other amounts of principal on such dates as may be specified in the Final Terms), and to pay interest on each such Note on the dates and in the manner specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions; **provided, however, that** such interest shall be payable only:

2.1.1 *Before the Exchange Date*: in the case of interest falling due before the Exchange Date (as defined below), to the extent that a certificate or certificates issued by Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking, S.A. ("**Clearstream, Luxembourg**", together with Euroclear, the international central securities depositaries or "**ICSDs**") and/or any other relevant clearing system dated not earlier than the date on which such interest falls due and in substantially the form set out in Schedule 3 (*Form of Euroclear/Clearstream, Luxembourg Certification*) hereto is/are delivered to the Specified Office of the Fiscal Agent; or

2.1.2 *Failure to exchange*: in the case of interest falling due at any time, to the extent that the Issuer has failed to procure the exchange for a permanent global note of that portion of this Temporary Global Note in respect of which such interest has accrued.

2.2 **NGN Principal Amount**

If the Final Terms specify that the New Global Note form is applicable, this Temporary Global Note shall be a "**New Global Note**" or "**NGN**" and the principal amount of Notes represented by this Temporary Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression in this Temporary Global Note means the records that each ICSD holds for its customers which

reflect the amount of such customers' interests in the Notes (but excluding any interest in any Notes of one ICSD shown in the records of another ICSD)) shall be conclusive evidence of the principal amount of Notes represented by this Temporary Global Note and, for these purposes, a statement issued by an ICSD (which statement shall be made available to the bearer upon request) stating the principal amount of Notes represented by this Temporary Global Note at any time shall be conclusive evidence of the records of the ICSD at that time.

2.3 **CGN Principal Amount**

If the Final Terms specify that the New Global Note form is not applicable, this Temporary Global Note shall be a "**Classic Global Note**" or "**CGN**" and the principal amount of Notes represented by this Temporary Global Note shall be the amount stated in the Final Terms or, if lower, the principal amount most recently entered by or on behalf of the Issuer in the relevant column in Schedule 1 (*Payments, Exchange and Cancellation of Notes*).

3. **NEGOTIABILITY**

This Temporary Global Note is negotiable and, accordingly, title to this Temporary Global Note shall pass by delivery.

4. **EXCHANGE**

4.1 **Permanent Global Note**

If the Final Terms specify the form of Notes as being "Temporary Global Note exchangeable for a Permanent Global Note", then on or after the day following the expiry of 40 days after the date of issue of this Temporary Global Note (the "**Exchange Date**"), the Issuer shall procure (in the case of first exchange) the delivery of a Permanent Global Note (which expression has the meaning given in the Agency Agreement) in accordance with the Agency Agreement to the bearer of this Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

4.1.1 *Presentation and surrender*: presentation and (in the case of final exchange) presentation and surrender of this Temporary Global Note to or to the order of the Fiscal Agent; and

4.1.2 *Certification*: receipt by the Fiscal Agent of a certificate or certificates issued by Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system dated not earlier than the Exchange Date and in substantially the form set out in Schedule 3 (*Form of Euroclear/Clearstream, Luxembourg Certification*) hereto.

The principal amount of Notes represented by the Permanent Global Note shall be equal to the aggregate of the principal amounts specified in the certificates issued by Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and received by the Fiscal Agent; **provided, however, that** in no circumstances shall the principal amount of Notes represented by the Permanent Global Note exceed the initial principal amount of Notes represented by this Temporary Global Note.

4.2 **Definitive Notes; Not D Rules**

If the Final Terms specify the form of Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specify that the C Rules are applicable or that neither the C Rules or the D Rules are applicable, then on or after the day following the expiry of 40 days after the date of issue of this Temporary Global Note (the "**Exchange Date**"), the Issuer shall procure the delivery of Definitive Notes (which expression has the meaning given in the Agency Agreement) in accordance with the Agency Agreement with Coupons and Talons (if so specified in the Final Terms) attached and in an aggregate principal amount equal to the principal amount of Notes represented by this Temporary Global Note to the bearer of this Temporary Global Note against presentation and surrender of this Temporary Global Note to or to the order of the Fiscal Agent.

4.3 **Definitive Notes; D Rules**

If the Final Terms specify the form of Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specifies that the D Rules are applicable, then on or after the day following the expiry of 40 days after the date of issue of this Global Note (the "**Exchange Date**"), the Issuer shall procure the delivery of Definitive Notes (which expression has the meaning given in the Agency Agreement) in accordance with the Agency Agreement with Coupons and Talons (if so specified in the Final Terms) attached against:

4.3.1 *Presentation and surrender*: presentation and (in the case of final exchange) surrender of this Temporary Global Note to or to the order of the Fiscal Agent; and

4.3.2 *Certification*: receipt by the Fiscal Agent of a certificate or certificates issued by Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system dated not earlier than the Exchange Date and in substantially the form set out in Schedule 3 (*Form of Euroclear/Clearstream, Luxembourg Certification*) hereto.

The Definitive Notes so delivered from time to time shall be in an aggregate principal amount equal to the aggregate of the principal amounts specified in the certificates issued by Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and received by the Fiscal Agent; **provided, however, that** in no circumstances shall the aggregate principal amount of Definitive Notes so delivered exceed the initial principal amount of Notes represented by this Temporary Global Note.

5. **DELIVERY OF PERMANENT GLOBAL OR DEFINITIVE NOTES**

5.1 **Permanent Global Note**

Whenever any interest in this Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure (in the case of first exchange) the prompt delivery (free of charge to the bearer) of such Permanent Global Note, duly authenticated, to the bearer of this Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of Notes represented by such Permanent Global Note in accordance with its terms, in each case in an aggregate principal amount equal to the aggregate of the principal amounts specified in the certificates issued by Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and received by the Fiscal Agent against presentation and (in the case of final exchange) surrender of this Temporary Global Note to or to the order of the Fiscal Agent within 7 days of the bearer requesting such exchange.

5.2 **Definitive Notes**

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

6. **FAILURE TO DELIVER PERMANENT GLOBAL OR DEFINITIVE NOTES OR TO REPAY**

If:

6.1 *Permanent Global Note*: the Permanent Global Note has not been delivered or the principal amount thereof increased in accordance with paragraph 5 (*Delivery of Permanent Global Note or Definitive Notes*) above by 5.00 p.m. (London time) on the seventh day after the bearer has requested exchange of an interest in this Temporary Global Note for an interest in a Permanent Global Note; or

6.2 *Definitive Notes*: Definitive Notes have not been delivered in accordance with paragraph 5 (*Delivery of Permanent Global Note or Definitive Notes*) above by 5.00 p.m. (London time) on the thirtieth day after the bearer has requested exchange of this Temporary Global Note for Definitive Notes; or

6.3 *Payment default*: this Temporary Global Note (or any part hereof) has become due and payable in accordance with the Conditions or the date for final redemption of this Temporary Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer in accordance with the terms of this Temporary Global Note on the due date for payment,

then this Temporary Global Note (including the obligation to deliver a Permanent Global Note or Definitive Notes (as the case may be)) will become void at 5.00 p.m. (London time) on such seventh day (in the case of 6.1 (*Permanent Global Note*)) or at 5.00 p.m. (London time) on such thirtieth day (in the case of 6.2 (*Definitive Notes*)) or at 5.00 p.m. (London time) on such due date (in the case of 6.3 (*Payment default*)) and the bearer of this Temporary Global Note will have no further rights hereunder (but without prejudice to the rights which the bearer of this Temporary Global Note or others may have under the Deed of Covenant). The Deed of Covenant has been deposited at the Specified Office of the Fiscal Agent and a copy of it may be inspected at the Specified Office of each Paying Agent.

7. **WRITING DOWN**

On each occasion on which:

7.1 *Permanent Global Note*: the Permanent Global Note is delivered or the principal amount of Notes represented thereby is increased in accordance with its terms in exchange for a further portion of this Temporary Global Note; or

7.2 *Definitive Notes*: Definitive Notes are delivered in exchange for this Temporary Global Note; or

7.3 *Cancellation*: Notes represented by this Temporary Global Note are to be cancelled in accordance with Condition 10(k) (*Redemption and Purchase - Cancellation*),

the Issuer shall procure that:

(a) if the Final Terms specify that the New Global Note form is not applicable, (i) the principal amount of Notes represented by the Permanent Global Note, the principal amount of such increase or (as the case may be) the aggregate principal amount of such Notes and (ii) the remaining principal amount of Notes represented by this Temporary Global Note (which shall be the previous principal amount of Notes represented by this Temporary Global Note *less* the aggregate of the amounts referred to in (i)) are entered in Schedule 1 (*Payments, Exchange and Cancellation of Notes*) hereto, whereupon the principal amount of Notes represented by this Temporary Global Note shall for all purposes be as most recently so entered; and

(b) if the Final Terms specify that the New Global Note form is applicable, details of the exchange or cancellation shall be entered *pro rata* in the records of the ICSDs.

## 8. PAYMENTS

### 8.1 Recording of Payments

Upon any payment being made in respect of the Notes represented by this Temporary Global Note, the Issuer shall procure that:

8.1.1 *CGN*: if the Final Terms specify that the New Global Note form is not applicable, details of such payment shall be entered in Schedule 1 (*Payments, Exchange and Cancellation of Notes*) hereto and, in the case of any payment of principal, the principal amount of the Notes represented by this Temporary Global Note shall be reduced by the principal amount so paid; and

8.1.2 *NGN*: if the Final Terms specify that the New Global Note form is applicable, details of such payment shall be entered *pro rata* in the records of the ICSDs and, in the case of any payment of principal, the principal amount of the Notes entered in the records of ICSDs and represented by this Temporary Global Note shall be reduced by the principal amount so paid.

### 8.2 Discharge of Issuer's obligations

Payments due in respect of Notes for the time being represented by this Temporary Global Note shall be made to the bearer of this Temporary Global Note and each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries referred to above shall not affect such discharge.

### 8.3 Payment Business Day

Notwithstanding the definition of Payment Business Day set out in Condition 1 (*Introduction*), if the currency of any payment made in respect of Notes represented by this Temporary Global Note is euro, the applicable Payment Business Day shall be any day which is a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or, if the currency of any payment

made in respect of the Notes represented by this Temporary Global Note is not euro, the applicable Payment Business Day shall be any day which is a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre.

9. **CONDITIONS APPLY**

Until this Temporary Global Note has been exchanged as provided herein or cancelled in accordance with the Agency Agreement, the bearer of this Temporary Global Note shall be subject to the Conditions and, subject as otherwise provided herein, shall be entitled to the same rights and benefits under the Conditions as if the bearer were the holder of Definitive Notes and any related Coupons and Talons in the smallest Specified Denomination and in an aggregate principal amount equal to the principal amount of the Notes represented by this Temporary Global Note.

10. **NOTICES**

Notwithstanding Condition **Error! Reference source not found.** (*Notices*), while all the Notes are represented by this Temporary Global Note (or by this Temporary Global Note and the Permanent Global Note) and this Temporary Global Note is (or this Temporary Global Note and the Permanent Global Note are) deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a Common Safekeeper (which expression has the meaning given in the Agency Agreement), notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with the Condition **Error! Reference source not found.** (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, except that, for so long as such Notes are admitted to trading on the regulated market of Euronext Dublin and it is a requirement of applicable law or regulations, such notices shall also be published in a leading newspaper having general circulation in Ireland or published on the website of Euronext Dublin (www.euronext.com).

11. **AUTHENTICATION**

This Temporary Global Note shall not be valid for any purpose until it has been authenticated for and on behalf of Citibank, N.A., London Branch as fiscal agent.

12. **EFFECTUATION**

If the Final Terms specify that the New Global Note form is applicable, this Temporary Global Note shall not be valid for any purpose until it has been effectuated for and on behalf of the entity appointed as common safekeeper by the ICSDs.

13. **GOVERNING LAW**

This Temporary Global Note and any non-contractual obligations arising out of or in connection with it are governed by English law.

**AS WITNESS** the [manual/facsimile] signature of a duly authorised person for and on behalf of the Issuer.

**[HEMSÖ FASTIGHETS AB**

By: .....
[*manual or facsimile signature*]
(*duly authorised*)]

**[HEMSÖ TREASURY OYJ**

By: .....
[*manual or facsimile signature*]
(*duly authorised*)]

**ISSUED** on the Issue Date

**AUTHENTICATED** for and on behalf of
**CITIBANK, N.A., LONDON BRANCH** as fiscal agent without recourse, warranty or liability

By: .....
[*manual signature*]
(*duly authorised*)

**EFFECTUATED** for and on behalf of

.....
as common safekeeper without recourse, warranty or liability

By: .....
[*manual signature*]
(*duly authorised*)

## SCHEDULE 1
## PAYMENTS, EXCHANGE AND CANCELLATION OF NOTES

| Date of payment, delivery or cancellation | Amount of interest then paid | Principal amount of Permanent Global Note then delivered or by which Permanent Global Note then increased or aggregate principal amount of Definitive Notes then delivered | Aggregate principal amount of Notes then cancelled | Remaining principal amount of this Temporary Global Note | Authorised Signature |
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**SCHEDULE 2**
**FORM OF ACCOUNTHOLDER'S CERTIFICATION**

**HEMSÖ FASTIGHETS AB**
(*incorporated with limited liability under the laws of the Kingdom of Sweden*)

**[*currency*][*amount*]**
**[*title of Notes*]**

This is to certify that as of the date hereof, and except as set forth below, the above-captioned Securities held by you for our account (a) are owned by persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source ("**United States persons**"), (b) are owned by United States person(s) that (i) are foreign branches of a United States financial institution (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(iv)) ("**financial institutions**") purchasing for their own account or for resale, or (ii) acquired the Securities through foreign branches of United States financial institutions and who hold the Securities through such United States financial institutions on the date hereof (and in either case (i) or (ii), each such United States financial institution hereby agrees, on its own behalf or through its agent, that you may advise the Issuer or the Issuer's agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (c) are owned by United States or foreign financial institution(s) for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and in addition if the owner of the Securities is a United States or foreign financial institution described in clause (c) (whether or not also described in clause (a) or (b)) this is to further certify that such financial institution has not acquired the Securities for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

If the Securities are of the category contemplated in Section 230.903(c)(3) of Regulation S under the Securities Act of 1933, as amended (the "**Act**"), then this is also to certify that, except as set forth below, the Securities are beneficially owned by (1) non-U.S. person(s) or (2) U.S. person(s) who purchased the Securities in transactions which did not require registration under the Act. As used in this paragraph the term "**U.S. person**" has the meaning given to it by Regulation S under the Act.

As used herein, "**United States**" means the United States of America (including the States and the District of Columbia); and its "**possessions**" include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.

We undertake to advise you promptly by electronic transmission on or prior to the date on which you intend to submit your certification relating to the Securities held by you for our account in accordance with your operating procedures if any applicable statement herein is not correct on such date, and in the absence of any such notification it may be assumed that this certification applies as of such date.

This certification excepts and does not relate to [*currency*] [*amount*] of such interest in the above Securities in respect of which we are not able to certify and as to which we understand exchange and delivery of definitive Securities (or, if relevant, exercise of any rights or collection of any interest) cannot be made until we do so certify.

We understand that this certification is required in connection with certain tax laws and, if applicable, certain securities laws of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certification is or would be relevant, we irrevocably authorise you to produce this certification to any interested party in such proceedings.

Dated: [•]

**[name of account holder]**
**as, or as agent for,**
**the beneficial owner(s) of the Securities**
**to which this certificate relates.**

By: .....
*Authorised signatory*

**SCHEDULE 3**
**FORM OF EUROCLEAR/CLEARSTREAM, LUXEMBOURG CERTIFICATION**

**[HEMSÖ FASTIGHETS AB**

(*incorporated with limited liability under the laws of the Kingdom of Sweden*)]

**[HEMSÖ TREASURY OYJ**

(*incorporated with limited liability under the laws of the Republic of Finland*)]

[**Guaranteed by**
**HEMSÖ FASTIGHETS AB**

(*incorporated with limited liability under the laws of the Kingdom of Sweden*)]

**EUR 6,000,000,000**

**Euro Medium Term Note Programme**

This is to certify that, based solely on certifications we have received in writing, by tested telex or by electronic transmission from member organisations appearing in our records as persons being entitled to a portion of the principal amount set forth below (our "**Member Organisations**") substantially to the effect set forth in the temporary global note issued in respect of the securities, as of the date hereof, [*currency*] [*amount*] principal amount of the above-captioned Securities (a) is owned by persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source ("**United States persons**"), (b) is owned by United States persons that (i) are foreign branches of United States financial institutions (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(iv)) ("**financial institutions**") purchasing for their own account or for resale, or (ii) acquired the Securities through foreign branches of United States financial institutions and who hold the Securities through such United States financial institutions on the date hereof (and in either case (i) or (ii), each such United States financial institution has agreed, on its own behalf or through its agent, that we may advise the Issuer or the Issuer's agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (c) is owned by United States or foreign financial institutions for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and to the further effect that United States or foreign financial institutions described in clause (c) (whether or not also described in clause (a) or (b)) have certified that they have not acquired the Securities for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

If the Securities are of the category contemplated in Section 230.903(c)(3) of Regulation S under the Securities Act of 1933, as amended (the "**Act**"), then this is also to certify with respect to the principal amount of Securities set forth above that, except as set forth below, we have received in writing, by tested telex or by electronic transmission, from our Member Organisations entitled to a portion of such principal amount, certifications with respect to such portion substantially to the effect set forth in the temporary global note issued in respect of the Securities.

We further certify (1) that we are not making available herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) any portion of the temporary global security excepted in such certifications and (2) that as of the date hereof we have not received any notification from any of our Member Organisations to the effect that the statements made by such Member Organisations with respect to any portion of the part submitted herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) are no longer true and cannot be relied upon as of the date hereof.

We understand that this certification is required in connection with certain tax laws and, if applicable, certain securities laws of the United States. In connection therewith, if administrative or legal proceedings are commenced or threatened in connection with which this certification is or would be relevant, we irrevocably authorise you to produce this certification to any interested party in such proceedings.

Dated: [•]

**Euroclear Bank SA/NV**
***or***
**Clearstream Banking S.A.**

By: .....
*Authorised signatory*

**SCHEDULE 8**
**FORM OF PERMANENT GLOBAL NOTE**

[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.]

**[HEMSÖ FASTIGHETS AB**

(*incorporated with limited liability under the laws of the Kingdom of Sweden*)]

**[HEMSÖ TREASURY OYJ**

(*incorporated with limited liability under the laws of the Republic of Finland*)]

[**Guaranteed by**
**HEMSÖ FASTIGHETS AB**

(*incorporated with limited liability under the laws of the Kingdom of Sweden*)]

**EUR 6,000,000,000**
**Euro Medium Term Note Programme**

**PERMANENT GLOBAL NOTE**

1. **INTRODUCTION**

1.1 **The Notes**

This Global Note is issued in respect of the notes (the "**Notes**") of [Hemsö Fastighets AB] / [Hemsö Treasury Oyj] (the "**Issuer**") described in the final terms (the "**Final Terms**") or drawdown prospectus ("**Drawdown Prospectus**") a copy of which is annexed hereto. If a Drawdown Prospectus is annexed hereto, each reference in this Global Note to "Final Terms" shall be read and construed as a reference to the final terms of the Notes set out in such Drawdown Prospectus. The Notes:

1.1.1 *Deed of Covenant*: (insofar as they are represented by this Global Note) have the benefit of a deed of covenant dated 5 November 2025 (the "**Deed of Covenant**") executed by the Issuer and [Hemsö Fastighets AB] / [Hemsö Treasury Oyj]; and

1.1.2 *Agency Agreement*: are the subject of an amended and restated issue and paying agency agreement dated 5 November 2025 (the "**Agency Agreement**") made between the Issuer, [Hemsö Fastighets AB] / [Hemsö Treasury Oyj], Citibank, N.A., London Branch as fiscal agent (the "**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Notes) and the other paying agents named therein (together with the Fiscal Agent, the "**Paying Agents**", which expression includes any additional or successor paying agents appointed from time to time in connection with the Notes).

1.2 **Construction**

All references in this Global Note to an agreement, instrument or other document (including the Agency Agreement and the Deed of Covenant) shall be construed as a reference to that agreement, instrument or other document as the same may be amended, supplemented, replaced or novated from time to time **provided that**, in the case of any amendment, supplement, replacement or novation made after the date hereof, it is made in accordance with the Conditions. Headings and sub-headings are for ease of reference only and shall not affect the construction of this Global Note.

1.3 **References to Conditions**

Any reference herein to the "**Conditions**" is to the Terms and Conditions of the Notes set out in Schedule 2 (*Terms and Conditions of the Notes*) hereto, as completed by the Final Terms or as supplemented, amended and/or replaced by the Drawdown Prospectus, and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Global Note.

2. **PROMISE TO PAY**

2.1 **Pay to bearer**

The Issuer, for value received, promises to pay to the bearer of this Global Note, in respect of each Note represented by this Global Note, the Redemption Amount on the Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Conditions (or to pay such other amounts of principal on such dates as may be specified in the Final Terms), and to pay interest on each such Note on the dates and in the manner specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

2.2 **NGN Principal Amount**

If the Final Terms specify that the New Global Note form is applicable, this Global Note shall be a "**New Global Note**" or "**NGN**" and the principal amount of Notes represented by this Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression in this Global Note means the records that each ICSD holds for its customers which reflect the amount of such customers' interests in the Notes (but excluding any interest in any Notes of one ICSD shown in the records of another ICSD)) shall be conclusive evidence of the principal amount of Notes represented by this Global Note and, for these purposes, a statement issued by an ICSD (which statement shall be made available to the bearer upon request) stating the principal amount of Notes represented by this Global Note at any time shall be conclusive evidence of the records of the ICSD at that time.

2.3 **CGN Principal Amount**

If the Final Terms specify that the New Global Note form is not applicable, this Global Note shall be a "**Classic Global Note**" or "**CGN**" and the principal amount of Notes represented by this Global Note shall be the amount stated in the Final Terms or, if lower, the principal amount most recently entered by or on behalf of the Issuer in the relevant column in

Schedule 1 (*Payments, Exchanges against Temporary Global Note, Delivery of Definitive Notes and Cancellation of Notes*).

3. **NEGOTIABILITY**

This Global Note is negotiable and, accordingly, title to this Global Note shall pass by delivery.

4. **EXCHANGE**

This Global Note will become exchangeable, in whole but not in part only and at the request of the bearer of this Global Note, for Definitive Notes (which expression has the meaning given in the Agency Agreement) in accordance with the Agency Agreement:

4.1 *Upon notice*: on the expiry of such period of notice as may be specified in the Final Terms; or

4.2 *Upon demand*: at any time, if so specified in the Final Terms; or

4.3 *In limited circumstances*: if the Final Terms specifies "in the limited circumstances described in the Permanent Global Note", then if either of the following events occurs:

4.3.1 *Closure of clearing systems*: Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking S.A. ("**Clearstream, Luxembourg**", together with Euroclear, the international central securities depositaries or "**ICSDs**") or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or

4.3.2 *Event of Default*: any of the circumstances described in Condition 13 (*Events of Default*) occurs and the Notes become due and payable.

5. **DELIVERY OF DEFINITIVE NOTES**

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

6. **FAILURE TO DELIVER DEFINITIVE NOTES OR TO REPAY**

If:

6.1 *Failure to deliver Definitive Notes*: Definitive Notes have not been delivered in accordance with paragraph 5 (*Delivery of Definitive Notes*) above by 5.00 p.m. (London time) on the thirtieth day after the bearer has requested exchange of this Global Note for Definitive Notes; or

6.2 *Temporary global note becomes void*: this Global Note was originally issued in exchange for part only of a temporary global note representing the Notes and such temporary global note becomes void in accordance with its terms; or

6.3 *Payment default*: this Global Note (or any part hereof) has become due and payable in accordance with the Conditions or the date for final redemption of this Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer in accordance with the terms of this Global Note on the due date for payment, then this Global Note (including the obligation to deliver Definitive Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of 7.1 (Failure to deliver Definitive Notes)) or at 5.00 p.m. (London time) on the date on which such temporary global note becomes void (in the case of 6.2 (Temporary global note becomes void)) or at 5.00 p.m. (London time) on such due date (in the case of 6.3 (Payment default)) and the bearer of this Global Note will have no further rights hereunder (but without prejudice to the rights which the bearer of this Global Note or others may have under the Deed of Covenant). The Deed of Covenant has been deposited at the Specified Office of the Fiscal Agent and a copy of it may be inspected at the Specified Office of each Paying Agent.

## 7. WRITING DOWN

On each occasion on which:

7.1 *Payment of principal*: a payment of principal is made in respect of this Global Note;

7.2 *Definitive Notes*: Definitive Notes are delivered; or

7.3 *Cancellation*: Notes represented by this Global Note are to be cancelled in accordance with Condition 9(k) (*Redemption and Purchase - Cancellation*),

the Issuer shall procure that:

(a) if the Final Terms specify that the New Global Note form is not applicable, (i) the amount of such payment and the aggregate principal amount of such Notes; and (ii) the remaining principal amount of Notes represented by this Global Note (which shall be the previous principal amount hereof *less* the aggregate of the amounts referred to in (i) above) are entered in Schedule 1 (*Payments, Exchanges against Temporary Global Note, Delivery of Definitive Notes and Cancellation of Notes*) hereto, whereupon the principal amount of Notes represented by this Global Note shall for all purposes be as most recently so entered; and

(b) if the Final Terms specify that the New Global Note form is applicable, details of the exchange or cancellation shall be entered *pro rata* in the records of the ICSDs.

## 8. WRITING UP

### 8.1 Initial Exchange

If this Global Note was originally issued in exchange for part only of a temporary global note representing the Notes, then all references in this Global Note to the principal amount of Notes represented by this Global Note shall be construed as references to the principal

amount of Notes represented by the part of the temporary global note in exchange for which this Global Note was originally issued which the Issuer shall procure:

8.1.1 *CGN*: if the Final Terms specify that the New Global Note form is not applicable, is entered in Schedule 1 (*Payments, Exchanges against Temporary Global Note, Delivery of Definitive Notes and Cancellation of Notes*) hereto, whereupon the principal amount of Notes represented by this Global Note shall for all purposes be as most recently so entered; and

8.1.2 *NGN*: if the Final Terms specify that the New Global Note form is applicable, is entered by the ICSDs in their records.

8.2 **Subsequent Exchange**

If at any subsequent time any further portion of such temporary global note is exchanged for an interest in this Global Note, the principal amount of Notes represented by this Global Note shall be increased by the amount of such further portion, and the Issuer shall procure that the principal amount of Notes represented by this Global Note (which shall be the previous principal amount of Notes represented by this Global Note *plus* the amount of such further portion) is:

8.2.1 *CGN*: if the Final Terms specify that the New Global Note form is not applicable, entered in Schedule 1 (*Payments, Exchanges against Temporary Global Note, Delivery of Definitive Notes and Cancellation of Notes*) hereto, whereupon the principal amount of this Global Note shall for all purposes be as most recently so entered; and

8.2.2 *NGN*: if the Final Terms specify that the New Global Note form is applicable, entered by the ICSDs in their records.

9. **PAYMENTS**

9.1 **Recording of Payments**

Upon any payment being made in respect of the Notes represented by this Global Note, the Issuer shall procure that:

9.1.1 *CGN*: if the Final Terms specify that the New Global Note form is not applicable, details of such payment shall be entered in Schedule 1 (*Payments, Exchanges against Temporary Global Note, Delivery of Definitive Notes and Cancellation of Notes*) hereto and, in the case of any payment of principal, the principal amount of the Notes represented by this Global Note shall be reduced by the principal amount so paid; and

9.1.2 *NGN*: if the Final Terms specify that the New Global Note form is applicable, details of such payment shall be entered *pro rata* in the records of the ICSDs and, in the case of any payment of principal, the principal amount of the Notes entered in the records of ICSDs and represented by this Global Note shall be reduced by the principal amount so paid.

9.2 **Discharge of Issuer's obligations**

Payments due in respect of Notes for the time being represented by this Global Note shall be made to the bearer of this Global Note and each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries referred to above shall not affect such discharge.

9.3 **Payment Business Day**

Notwithstanding the definition of Payment Business Day set out in Condition 1 (*Introduction*), if the currency of any payment made in respect of Notes represented by this Global Note is euro, the applicable Payment Business Day shall be any day which is a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or, if the currency of any payment made in respect of the Notes represented by this Global Note is not euro, the applicable Payment Business Day shall be any day which is a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre.

10. **CONDITIONS APPLY**

Until this Global Note has been exchanged as provided herein or cancelled in accordance with the Agency Agreement, the bearer of this Global Note shall be subject to the Conditions and, subject as otherwise provided herein, shall be entitled to the same rights and benefits under the Conditions as if the bearer were the holder of Definitive Notes and any related Coupons and Talons in the smallest Specified Denomination and in an aggregate principal amount equal to the principal amount of Notes represented by this Global Note.

11. **EXERCISE OF PUT OPTION**

In order to exercise the option contained in Condition 9(e) (*Redemption at the option of Noteholders*) (the "**Put Option**"), the bearer of this Global Note must, within the period specified in the Conditions for the deposit of the relevant Note and Put Option Notice, give written notice of such exercise to the Fiscal Agent specifying the principal amount of Notes in respect of which the Put Option is being exercised. Any such notice shall be irrevocable and may not be withdrawn.

12. **EXERCISE OF CALL OPTION**

In connection with an exercise of the option contained in Condition 10(c) (*Redemption at the option of the Issuer*) in relation to some only of the Notes, this Global Note may be redeemed in part in the principal amount specified by the Issuer in accordance with the Conditions and the Notes to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion).

13. **NOTICES**

Notwithstanding Condition **Error! Reference source not found.** (*Notices*), while all the Notes are represented by this Global Note (or by this Global Note and a temporary global note) and this Global Note is (or this Global Note a temporary global note are) deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a Common Safekeeper (which expression has the meaning given in the Agency Agreement), notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with the Condition **Error! Reference source not found.** (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, except that, for so long as such Notes are admitted to trading on the regulated market of Euronext Dublin and it is a requirement of applicable law or regulations, such notices shall also be published in a leading newspaper having general circulation in Ireland or published on the website of Euronext Dublin (*www.euronext.com*).

14. **AUTHENTICATION**

This Global Note shall not be valid for any purpose until it has been authenticated for and on behalf of Citibank, N.A., London Branch as fiscal agent.

15. **EFFECTUATION**

If the Final Terms specify that the New Global Note form is applicable, this Permanent Global Note shall not be valid for any purpose until it has been effectuated for and on behalf of the entity appointed as common safekeeper by the ICSDs.

16. **GOVERNING LAW**

This Global Note and any non-contractual obligations arising out of or in connection with it are governed by English law.

**AS WITNESS** the [manual/facsimile] signature of a duly authorised person for and on behalf of the Issuer.

**[HEMSÖ FASTIGHETS AB**

By: .....
[*manual or facsimile signature*]
(*duly authorised*)]

**[HEMSÖ TREASURY OYJ**

By: .....
[*manual or facsimile signature*]
(*duly authorised*)]

**ISSUED** on the [Issue Date]

**AUTHENTICATED** for and on behalf of
**CITIBANK, N.A., LONDON BRANCH** as fiscal agent without recourse, warranty or liability

By: .....
[*manual signature*]
(*duly authorised*)

**EFFECTUATED** for and on behalf of

By: .....
as common safekeeper without recourse, warranty or liability

By: .....
[*manual signature*]
(*duly authorised*)

## SCHEDULE 1
## PAYMENTS, EXCHANGES AGAINST TEMPORARY GLOBAL NOTE, DELIVERY OF DEFINITIVE NOTES AND CANCELLATION OF NOTES

| Date of payment, exchange, delivery or cancellation | Amount of interest then paid | Amount of principal then paid | Principal amount of Temporary Global Note then exchanged | Aggregate principal amount of Definitive Notes then delivered | Aggregate principal amount of Notes then cancelled | New principal amount of this Global Note | Authorised signature |
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## SCHEDULE 2
## TERMS AND CONDITIONS OF THE NOTES

[*To be inserted*]

**SCHEDULE 9**
**FORM OF DEFINITIVE NOTE**

*[On the face of the Note:]*

[*at least EUR 100,000/or equivalent in currency of notes to which this definitive note relates*]

[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.]

**[HEMSÖ FASTIGHETS AB**
(*incorporated with limited liability under the laws of the Kingdom of Sweden*)]

**[HEMSÖ TREASURY OYJ**
(*incorporated with limited liability under the laws of the Republic of Finland*)]

[**Guaranteed by**
**HEMSÖ FASTIGHETS AB**
(*incorporated with limited liability under the laws of the Kingdom of Sweden*)]

**EUR [*amount*]**

**[*fixed rate*/Floating Rate] Notes due [*maturity*]**

This Note is one of a series of notes (the "**Notes**") of [Hemsö Fastighets AB] / [Hemsö Treasury Oyj] (the "**Issuer**") described in the final terms (the "**Final Terms**") or drawdown prospectus ("**Drawdown Prospectus**"), a copy of the relevant particulars of which is endorsed on this Note. Any reference herein to the "**Conditions**" is to the Terms and Conditions of the Notes endorsed on this Note, as completed by the Final Terms or, as the case may be, supplemented, amended and/or replaced by the Drawdown Prospectus, and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Note.

The Issuer, for value received, promises to pay to the bearer of this Note the Redemption Amount on the Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Conditions (or to pay such other amounts of principal on such dates as may be specified in the Final Terms or Drawdown Prospectus), and to pay interest on this Note on the dates and in the manner specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

This Note shall not be valid for any purpose until it has been authenticated for and on behalf of Citibank, N.A., London Branch as fiscal agent.

This Note and any non-contractual obligations arising out of or in connection with it are governed by English law.

**AS WITNESS** the facsimile signature of a duly authorised person for and on behalf of the Issuer.

**[HEMSÖ FASTIGHETS AB**

By: .....
[*manual or facsimile signature*]
(*duly authorised*)]

**[HEMSÖ TREASURY OYJ**

By: .....
[*manual or facsimile signature*]
(*duly authorised*)]

**ISSUED** on the Issue Date

**AUTHENTICATED** for and on behalf of
**CITIBANK, N.A., LONDON BRANCH** as fiscal agent without recourse, warranty or liability

By: .....
[manual signature]
(*duly authorised*)

[*On the reverse of the Note:*]

**FINAL TERMS**

The following is a copy of the relevant particulars of the Final Terms or Drawdown Prospectus.

**TERMS AND CONDITIONS**

*[As set out in the Base Prospectus [/Drawdown Prospectus* (*as applicable*)*]]*

*[At the foot of the Terms and Conditions:]*

**FISCAL AGENT**

**Citibank, N.A., London Branch**
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

**PAYING AGENT**

**Citibank, N.A., London Branch**
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
**United Kingdom**

**SCHEDULE 10**
**FORM OF COUPON**

*[On the face of the Coupon:]*

***[For Fixed Rate Notes]***

**[HEMSÖ FASTIGHETS AB]**
**[HEMSÖ TREASURY OYJ]**
**[guaranteed by Hemsö Fastighets AB]**

**[*currency*][*amount*] [*fixed rate*] Notes due [*maturity*]**

Coupon for [*currency*][*amount of interest payment*] due on [*interest payment date*].

Such amount is payable, subject to the terms and conditions (the "**Conditions**") endorsed on the Note to which this Coupon relates (which are binding on the holder of this Coupon whether or not it is for the time being attached to such Note), against presentation and surrender of this Coupon at the specified office for the time being of any of the agents shown on the reverse of this Coupon (or any successor or additional agents appointed from time to time in accordance with the Conditions).

***[For Floating Rate Notes]***

**[HEMSÖ FASTIGHETS AB]**
**[HEMSÖ TREASURY OYJ]**
**[guaranteed by Hemsö Fastighets AB]**

**[*currency*][*amount*] Floating Rate Notes due [*maturity*]**

This Coupon relates to a Note in the denomination of [*currency*] [*amount*].

Coupon for the amount of interest due on the Interest Payment Date falling in [*month and year*].

Such amount is payable, subject to the terms and conditions (the "**Conditions**") endorsed on the Note to which this Coupon relates (which are binding on the holder of this Coupon whether or not it is for the time being attached to such Note), against presentation and surrender of this Coupon at the specified office for the time being of any of the agents shown on the reverse of this Coupon (or any successor or additional agents appointed from time to time in accordance with the Conditions).

The Note to which this Coupon relates may, in certain circumstances specified in the Conditions, fall due for redemption before the maturity date of this Coupon. In such event, this Coupon shall become void and no payment will be made in respect hereof.

[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.]

*[On the reverse of the Coupon:]*

**Fiscal Agent and Paying Agent**:

**Citibank, N.A., London Branch**
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

**SCHEDULE 11**
**FORM OF TALON**

*[On the face of the Talon:]*

**[HEMSÖ FASTIGHETS AB]**
**[HEMSÖ TREASURY OYJ]**
**[guaranteed by Hemsö Fastighets AB]**

**[*currency*][*amount*] [*fixed rate*] / [Floating Rate] Notes due [*maturity*]**

Talon for further Coupons.

On or after the maturity date of the final Coupon which is (or was at the time of issue) part of the Coupon Sheet to which this Talon is (or was at the time of issue) attached, this Talon may be exchanged at the specified office for the time being of the fiscal agent shown on the reverse of this Talon (or any successor fiscal agent appointed from time to time in accordance with the terms and conditions (the "**Conditions**") of the Notes to which this Talon relates) for a further Coupon Sheet (including a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to the Conditions).

The Note to which this Talon relates may, in certain circumstances specified in the Conditions, fall due for redemption before the maturity date of such final Coupon. In such event, this Talon shall become void and no Coupon will be delivered in respect hereof.

[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.]

*[On the reverse of the Talon:]*

**Fiscal Agent**:

**Citibank, N.A., London Branch**
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

**SCHEDULE 12**
**FORM OF GLOBAL REGISTERED NOTE**

ISIN: .....

**[HEMSÖ FASTIGHETS AB**

(*incorporated with limited liability under the laws of the Kingdom of Sweden*)]

**[HEMSÖ TREASURY OYJ**

(*incorporated with limited liability under the laws of the Republic of Finland*)]

[**Guaranteed by**
**HEMSÖ FASTIGHETS AB**

(*incorporated with limited liability under the laws of the Kingdom of Sweden*)]

**EUR 6,000,000,000**
**Euro Medium Term Note Programme**

**GLOBAL REGISTERED NOTE**

1. **INTRODUCTION**

1.1 **The Notes**

This Global Registered Note is issued in respect of the notes (the "**Notes**") of [Hemsö Fastighets AB] / [Hemsö Treasury Oyj] (the "**Issuer**") described in the final terms (the "**Final Terms**") or drawdown prospectus ("**Drawdown Prospectus**"), a copy of which is annexed hereto. If a Drawdown Prospectus is annexed hereto, each reference in this Global Registered Note to "Final Terms" shall be read and construed as a reference to the final terms of the Notes set out in such Drawdown Prospectus. The Notes:

1.1.1 *Deed of Covenant*: are constituted by a deed of covenant dated 5 November 2025 (the "**Deed of Covenant**") executed by the Issuer and [Hemsö Fastighets AB] / [Hemsö Treasury Oyj]; and

1.1.2 *Agency Agreement*: are the subject of an amended and restated agency agreement dated 5 November 2025 (the "**Agency Agreement**") made between the Issuer, [Hemsö Fastighets AB] / [Hemsö Treasury Oyj], Citibank Europe plc as registrar (the "**Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Notes), Citibank, N.A., London Branch as fiscal agent and the other paying agents and the transfer agents named therein.

1.2 **Construction**

All references in this Global Registered Note to an agreement, instrument or other document (including the Agency Agreement and the Deed of Covenant) shall be construed as a reference to that agreement, instrument or other document as the same may be

amended, supplemented, replaced or novated from time to time **provided that**, in the case of any amendment, supplement, replacement or novation made after the date hereof, it is made in accordance with the Conditions. Headings and sub-headings are for ease of reference only and shall not affect the construction of this Global Registered Note.

1.3 **References to Conditions**

Any reference herein to the "**Conditions**" is to the Terms and Conditions of the Notes set out in Schedule 1 (*Terms and Conditions of the Notes*) hereto, as supplemented, amended and/or replaced by the Final Terms, and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Global Registered Note.

2. **REGISTERED HOLDER**

This certifies that the person whose name is entered in the register maintained by the Registrar in relation to the Notes (the "**Register**") is the duly registered holder (the "**Holder**") of the aggregate principal amount equal to the Aggregate Nominal Amount specified in the Final Terms or (if the Aggregate Nominal Amount in respect of the Series specified in the Final Terms is different from the Aggregate Nominal Amount in respect of the Tranche specified in the Final Terms) the Aggregate Nominal Amount in respect of the Tranche specified in the Final Terms.

3. **PROMISE TO PAY**

The Issuer, for value received, promises to pay to the Holder, in respect of each Note represented by this Global Registered Note, the Redemption Amount on the Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Conditions (or to pay such other amounts of principal on such dates as may be specified in the Final Terms), and to pay interest on each such Note on the dates and in the manner specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

4. **PAYMENT CONDITIONS**

If the currency of any payment made in respect of Notes represented by this Global Registered Note is euro, the applicable Payment Business Day shall be any day which is a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or, if the currency of any payment made in respect of Notes represented by this Global Registered Note is not euro, the applicable Payment Business Day shall be any day which is a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre.

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

5. **EXCHANGE FOR INDIVIDUAL NOTE CERTIFICATES**

This Global Registered Note will be exchanged in whole (but not in part) for duly authenticated and completed Individual Note Certificates (which expression has the meaning given in the Agency Agreement) in accordance with the Agency Agreement:

5.1 *Upon notice*: on the expiry of such period of notice as may be specified in the Final Terms; or

5.2 *Upon demand*: at any time, if so specified in the Final Terms; or

5.3 *In limited circumstances*: if the Final Terms specifies "in the limited circumstances described in the Global Registered Note", then if either of the following events occurs:

5.3.1 *Closure of clearing systems*: Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking S.A. ("**Clearstream, Luxembourg**") or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or

5.3.2 *Event of Default*: any of the circumstances described in Condition 13 (*Events of Default*) occurs and the Notes become due and payable.

6. **DELIVERY OF INDIVIDUAL NOTE CERTIFICATES**

Whenever this Global Registered Note is to be exchanged for Individual Note Certificates, such Individual Note Certificates shall be issued in an aggregate principal amount equal to the principal amount of this Global Registered Note within five business days of the delivery, by or on behalf of the Holder, Euroclear and/or Clearstream, Luxembourg, to the Registrar of such information as is required to complete and deliver such Individual Note Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Note Certificates are to be registered and the principal amount of each such person's holding) against the surrender of this Global Registered Note at the Specified Office of the Registrar. Such exchange shall be effected in accordance with the provisions of the Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "**business day**" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the Registrar has its Specified Office.

7. **FAILURE TO DELIVER INDIVIDUAL NOTE CERTIFICATES OR TO PAY**

If

7.1 *Failure to deliver Individual Note Certificates*: Individual Note Certificates have not been issued and delivered in accordance with paragraph 6 (*Delivery of Individual Note Certificates*) above by 5.00 p.m. (London time) on the thirtieth day after the date on which the same are due to be issued; or

7.2 *Payment default*: any of the Notes evidenced by this Global Registered Note has become due and payable in accordance with the Conditions or the date for final redemption of the Notes has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the Holder on the due date for payment in accordance with the terms of this Global Registered Note,

then this Global Registered Note (including the obligation to deliver Individual Note Certificates) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of 7.1 (*Failure to deliver Individual Note Certificates*)) or at 5.00 p.m. (London time) on such due date (in the case of 7.2 (*Payment default*)) and the Holder will have no further rights hereunder, but without prejudice to the rights which the Holder or others may have under the Deed of Covenant.

## 8. CONDITIONS APPLY

Save as otherwise provided herein, the Holder of this Global Registered Note shall have the benefit of, and be subject to, the Conditions and, for the purposes of this Global Registered Note, any reference in the Conditions to "**Note Certificate**" or "**Note Certificates**" shall, except where the context otherwise requires, be construed so as to include this Global Registered Note.

## 9. EXERCISE OF PUT OPTION

In order to exercise the option contained in Condition 9(e) (*Redemption at the option of Noteholders*) (the "**Put Option**"), the Holder must, within the period specified in the Conditions for the deposit of the relevant Note Certificate and Put Option Notice, give written notice of such exercise to the Fiscal Agent specifying the principal amount of Notes in respect of which the Put Option is being exercised. Any such notice shall be irrevocable and may not be withdrawn.

## 10. EXERCISE OF CALL OPTION

In connection with an exercise of the option contained in Condition 9(c) (*Redemption at the option of the Issuer*) in relation to some only of the Notes, the Notes represented by this Global Registered Note may be redeemed in part in the principal amount specified by the Issuer in accordance with the Conditions and the Notes to be redeemed will not be selected as provided in the Conditions.

## 11. NOTICES

Notwithstanding Condition **Error! Reference source not found.** (*Notices*), so long as this Global Registered Note is held on behalf of Euroclear, Clearstream, Luxembourg or any other clearing system (an "**Alternative Clearing System**"), notices to Holders of Notes represented by this Global Registered Note may be given by delivery of the relevant notice to Euroclear, Clearstream, Luxembourg or (as the case may be) such Alternative Clearing System, except that, for so long as such Notes are admitted to trading on the regulated market of Euronext Dublin and it is a requirement of applicable law or regulations, such notices shall also be published in a leading newspaper having general circulation in Ireland or published on the website of Euronext Dublin (*www.euronext.com*).

12. **DETERMINATION OF ENTITLEMENT**

This Global Registered Note is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Global Registered Note.

13. **AUTHENTICATION**

This Global Registered Note shall not be valid for any purpose until it has been authenticated for and on behalf of Citibank Europe plc as registrar.

14. **EFFECTUATION**

This Global Registered Note shall not be valid for any purpose until it has been effectuated for or on behalf of the entity appointed as common safekeeper by Euroclear or Clearstream, Luxembourg.

15. **GOVERNING LAW**

This Global Registered Note and any non-contractual obligations arising out of or in connection with it are governed by English law.

**AS WITNESS** the manual or facsimile signature of a duly authorised person for and on behalf of the Issuer.

**[HEMSÖ FASTIGHETS AB**

By: .....
[manual or facsimile signature]
(*duly authorised*)]

**[HEMSÖ TREASURY OYJ**

By: .....
[*manual or facsimile signature*]
(*duly authorised*)]

**ISSUED** on [issue date]

**AUTHENTICATED for and on behalf of**
**CITIBANK EUROPE PLC**
as registrar without recourse, warranty
or liability

By: .....
[manual signature]
(*duly authorised*)

**EFFECTUATED for and on behalf of**

***[COMMON SAFEKEEPER]*** as common safekeeper
without recourse, warranty or liability

By: .....
[*manual signature*]
(*duly authorised*)

**FORM OF TRANSFER**

**FOR VALUE RECEIVED** ....., being the registered holder of this Note Certificate, hereby transfers to .....
.....
of ....., [*currency*] ..... in principal amount of the Notes and irrevocably requests and authorises [*Registrar*], in its capacity as registrar in relation to the Notes (or any successor to [*Registrar*], in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated: .....

By: .....
(*duly authorised*)

**Notes**

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Global Registered Note.

(a) A representative of such registered holder should state the capacity in which he signs, e.g. executor.

(b) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the Registrar may require.

(c) Any transfer of Notes shall be in an amount equal to a Specified Denomination.

**SCHEDULE 1**
**TERMS AND CONDITIONS OF THE NOTES**

*[To be inserted]*

**SCHEDULE 13**
**FORM OF INDIVIDUAL NOTE CERTIFICATE**

Serial Number: .....

**HEMSÖ FASTIGHETS AB**
(*incorporated with limited liability under the laws of the Kingdom of Sweden*)

**[HEMSÖ TREASURY OYJ**

(*incorporated with limited liability under the laws of the Republic of Finland*)]

[**Guaranteed by**
**HEMSÖ FASTIGHETS AB**

(*incorporated with limited liability under the laws of the Kingdom of Sweden*)]

**EUR [*amount*]**
**[*fixed rate*] / [Floating Rate] Notes due [*maturity*]**

This Note Certificate is issued in respect of a series of notes (the "**Notes**") of [Hemsö Fastighets AB] / [Hemsö Treasury Oyj] (the "**Issuer**") described in the final terms (the "**Final Terms**") or drawdown prospectus ("**Drawdown Prospectus**"), a copy of the relevant particulars of which is endorsed on this Note. Any reference herein to the "**Conditions**" is to the Terms and Conditions of the Notes endorsed on this Note, as supplemented, amended and/or replaced by the Final Terms or Drawdown Prospectus, and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Note.

This is to certify that:

.....

of.....

.....

is the person registered in the register maintained by the Registrar in relation to the Notes (the "**Register**") as the duly registered holder or, if more than one person is so registered, the first-named of such persons (the "**Holder**") of:

[***currency***].....

(..... [CURRENCY IN WORDS])

in aggregate principal amount of the Notes.

The Issuer, for value received, hereby promises to pay the Redemption Amount to the Holder on Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Conditions (or to pay such other amounts of principal on such dates as may be specified in the

Final Terms or Drawdown Prospectus), and to pay interest on this Note on the dates and in the manner specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

This Note Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Note Certificate.

This Note Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of Citibank Europe plc as registrar.

This Note and any non-contractual obligations arising out of or in connection with it are governed by English law.

**AS WITNESS** the manual or facsimile signature of a duly authorised person for and on behalf of the Issuer.

**[HEMSÖ FASTIGHETS AB**

By: .....
[*manual or facsimile signature*]
(*duly authorised*)]

**[HEMSÖ TREASURY OYJ**

By: .....
[*manual or facsimile signature*]
(*duly authorised*)]

**ISSUED** as of [*issue date*]

**AUTHENTICATED** for and on behalf of
**CITIBANK EUROPE PLC**
as registrar without recourse, warranty
or liability

By: .....
[*manual signature*]
(*duly authorised*)

**FORM OF TRANSFER**

**FOR VALUE RECEIVED** ....., being the registered holder of this Note Certificate, hereby transfers to .....
.....
of ....., [*currency*] ..... in principal amount of the Notes and irrevocably requests and authorises [*Registrar*], in its capacity as registrar in relation to the Notes (or any successor to [*Registrar*], in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated: .....

By: .....
(*duly authorised*)

**Notes**

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Note Certificate.

(a) A representative of such registered holder should state the capacity in which he signs, e.g. executor.

(b) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the Registrar may require.

(c) Any transfer of Notes shall be in an amount equal to a Specified Denomination.

*[Attached to each Note Certificate:]*

*[Terms and Conditions as set out in the [ ] Schedule]*

*[At the foot of the Terms and Conditions:]*

**FISCAL AGENT**

**Citibank, N.A., London Branch**
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

**REGISTRAR**

**Citibank Europe plc**
1 North Wall Quay
Dublin
Ireland

**PAYING AGENT AND TRANSFER AGENT**

**Citibank, N.A., London Branch**
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom