



ELENIA VERKKO OYJ

(a public limited company (*oyj*) incorporated in Finland with registered number 3001882-6)

€3,000,000,000

Multicurrency Programme for the Issuance of Bonds

unconditionally and irrevocably guaranteed by

Elenia Oy

(limited liability company incorporated in Finland with registered number 2658611-8)

Elenia Holdings S.à r.l.

(incorporated as a private limited liability company (société à responsabilité limitée) under the laws of the Grand Duchy of Luxembourg, having its registered office at 20, Boulevard Royal, L-2449 Luxembourg, registered with the Luxembourg register of trade and companies under number B164949)

Elenia Investments S.à r.l.

(incorporated as a private limited liability company (société à responsabilité limitée) under the laws of the Grand Duchy of Luxembourg, having its registered office at 20, Boulevard Royal, L-2449 Luxembourg, registered with the Luxembourg register of trade and companies under number B236561)

Elenia Verkkö Oy (the “**Issuer**”) has authorised the establishment and update of a multicurrency programme (the “**Programme**”) for the issuance of a single class of bonds (the “**Bonds**”). There is no provision under the Programme for the issuance of other classes of Bonds.

Each of Elenia Oy (“**Elenia Oy**”), Elenia Holdings S.à r.l. (“**Elenia Holdings**”) and Elenia Investments S.à r.l. (“**Elenia Investments**”, and, together with Elenia Oy and Elenia Holdings, the “**Guarantors**”) has guaranteed the payments of all amounts due in respect of the Bonds pursuant to guarantees which are secured over the property of each of the Guarantors.

This Base Prospectus is valid for a period of twelve months from the date of approval in relation to Bonds which are to be admitted to trading on a regulated market in the United Kingdom and/or offered to the public in the United Kingdom and/or offered to the public other than in circumstances where an exemption is available under Article 1(4) and/or 3(2) of Regulation (EU) 2017/1129 as it forms part of United Kingdom law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”), as amended (the “**UK Prospectus Regulation**”). The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid. The Bonds issued under the Programme are expected to be admitted to the official list of the United Kingdom Financial Conduct Authority (“**FCA**”) (the “**Official List**”) and to trading on the main market (the “**Main Market**”) of the London Stock Exchange plc (the “**London Stock Exchange**”) during the period of 12 months from the date of approval of this Programme. The Main Market is a UK regulated market for the purposes of Regulation (EU) No 600/2014 on markets in financial instruments as it forms part of domestic law by virtue of the EUWA (“**UK MiFIR**”).

This Base Prospectus has been approved by the FCA, as competent authority under the UK Prospectus Regulation. The FCA only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or the Guarantors nor as an endorsement of the quality of any Bonds that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in such Bonds. In relation to any Bonds issued under the Programme, this Base Prospectus must be

read as a whole and together also with the relevant final terms (the “**Final Terms**”). Any Bonds issued under the Programme on or after the date of this Base Prospectus and which are the subject of Final Terms which refer to this Base Prospectus are issued subject to the provisions described herein. This does not affect any Bonds already in issue or any Bonds issued under any other base prospectus published in connection with the Programme.

The Issuer may also issue unlisted Bonds and/or Bonds not admitted to trading on any regulated or unregulated market (the “**Exempt Bonds**”). Exempt Bonds do not form part of this Base Prospectus and will not be issued pursuant to this Base Prospectus and the FCA has neither approved nor reviewed information contained in this Base Prospectus in connection with the Exempt Bonds. All Bonds will have the benefit of the Guarantee and share equally in the Security granted by the Obligors in respect of the Charged Property.

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

The Bonds will be offered and sold in offshore transactions outside the United States in reliance on Regulation S (“**Regulation S**”) under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”).

NEITHER THE BONDS NOR THE GUARANTEE HAVE BEEN NOR WILL BE REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. THE BONDS MAY NOT BE OFFERED OR SOLD, OR IN THE CASE OF BEARER BONDS DELIVERED, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS SUCH TERMS ARE DEFINED IN REGULATION S), EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

See “*Risk Factors*” below to read about certain factors that prospective investors should consider before buying any of the Bonds.

ARRANGER
NatWest Markets

DEALER
NatWest Markets

Base Prospectus dated 18 August 2022

Under the Programme, the Issuer may, subject to all applicable legal and regulatory requirements, from time to time issue Bonds in bearer or registered form (respectively the “**Bearer Bonds**” and “**Registered Bonds**”). Copies of the Final Terms for each Tranche of Bonds to be admitted to the Official List or the pricing supplement (in the case of Exempt Bonds) (the “**Pricing Supplement**”) will be available (in the case of all Bonds) from the specified office set out below of Citicorp Trustee Company Limited as bond trustee (the “**Bond Trustee**”), (in the case of Bearer Bonds) from the specified office set out below of each of the Paying Agents and (in the case of Registered Bonds) from the specified office set out below of each of the Registrar and the Transfer Agent.

The requirement to publish a prospectus under the UK Prospectus Regulation only applies to Bonds which are to be admitted to trading on a regulated market in the United Kingdom and/or offered to the public in the United Kingdom other than in circumstances where an exemption is available under Article 1(4) and/or Article 3(2) of the UK Prospectus Regulation. Notice of the aggregate principal amount of Bonds, interest (if any) payable in respect of Bonds, the issue price of Bonds and certain other information which is applicable to each Tranche (as defined under “*Terms and Conditions of the Bonds*”) of Bonds will be set out in a set of Final Terms, Pricing Supplement or in a separate prospectus specific to such Tranche (a “**Drawdown Prospectus**”). See “*Final Terms, Pricing Supplements and Drawdown Prospectuses*” below.

Bonds issued under the Programme shall comprise a single class. Bonds will be issued in series on each Issue Date (each a “**Series**”). The Bonds may comprise one or more tranches (each a “**Tranche**”), with each Tranche pertaining to, among other things, the currency, interest rate and maturity date of the relevant Tranche. Each Tranche may be fixed rate or floating rate and may be denominated in Sterling, Euro or U.S. dollars (or in other currencies subject to compliance with applicable laws).

The maximum aggregate nominal amount of all Bonds from time to time outstanding under the Programme will not exceed €3,000,000,000 (or its equivalent in other currencies calculated as described in this Base Prospectus) unless increased from time to time by the Issuer.

In the case of a Tranche of Bonds which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms or Pricing Supplement, as the case may be, shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus, unless the context requires otherwise. In the case of Bonds to be admitted to the Official List, the Final Terms will be delivered to the FCA on or before the relevant date of issue of the Bonds of such Tranche.

Ratings ascribed to all of the Bonds reflect only the views of S&P Global Ratings Europe Limited (“**S&P**”, and together with any further or replacement rating agency appointed by the Issuer, the “**Rating Agencies**”). A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by any one or all of the Rating Agencies. A suspension, reduction or withdrawal of the rating assigned to any of the Bonds may adversely affect the market price of such Bonds.

S&P is established in the European Union and is registered under Regulation (EC) No. 1060/2009 as amended (the “**CRA Regulation**”). The rating issued by S&P has been endorsed by S&P Global Ratings UK Limited. S&P Global Ratings UK Limited is established in the United Kingdom and is registered in accordance with Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the EUWA (the “**UK CRA Regulation**”).

If any withholding or deduction for or on account of tax is applicable to the Bonds, the Issuer and the Guarantors will be obliged to pay additional amounts in respect of any such withholding or deduction, subject to the exceptions set out in Condition 10 (*Taxation*).

If issued under the relevant Final Terms or Pricing Supplement, as the case may be, Bonds that are Bearer Bonds may be represented initially by one or more temporary global Bonds (each a “**Temporary Global Bond**”) (which may be held either in new global Bond form or classic global Bond form), without interest coupons or principal receipts, which will be deposited with a common depositary (in the case of Temporary Global Bonds in classic global Bond form) or a common safekeeper (in the case of Temporary Global Bonds in new global Bond form) for Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking S.A. (“**Clearstream, Luxembourg**”) on or about the Issue Date of such Tranche. Each such Temporary Global Bond will be exchangeable for a permanent global Bond (each a “**Permanent Global Bond**”) or definitive Bonds in bearer form as specified in the relevant Final Terms or Pricing Supplement following the expiration of 40 days after

the later of the commencement of the offering and the relevant Issue Date, upon certification as to non-U.S. beneficial ownership and as may be required by U.S. tax laws and regulations, as described in the section “*Forms of the Bonds*”. The Bearer Bonds may not be offered, sold or delivered within the United States or to United States persons.

If issued under the relevant Final Terms or Pricing Supplement, as the case may be, Bonds that are Registered Bonds will be represented on issue by a global bond certificate in registered form (the “**Global Bonds**”), which will be issued in respect of the Bonds offered and sold in reliance on Regulation S under the Securities Act, which will be registered in the name a nominee of a common depositary for Euroclear, as operator of the Euroclear System, and Clearstream, Luxembourg. The Global Bonds were delivered prior to the Initial Issue Date. Bonds in definitive, certificated and fully registered form will be issued only in the limited circumstances described in this Base Prospectus. In each case, purchasers and transferees of Bonds will be deemed to have made certain representations and agreements. See “*Subscription and Sale*” below.

IMPORTANT NOTICES

This Base Prospectus is being distributed only to, and is directed only at, persons who (i) are outside the United Kingdom (the “**UK**”), or (ii) are persons who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “**Order**”), or (iii) are high net worth entities falling within Article 49(2)(a) to (d) of the Order or a certified high net worth individual within Article 48 of the Order or (iv) other persons to whom the Base Prospectus may lawfully be communicated to within Article 49(1) of the Order (all such persons together being referred to as “**relevant persons**”). Neither this Base Prospectus, nor any of its contents, may be acted upon or relied upon by persons who are not relevant persons. Any investment or investment activity to which this Base Prospectus relates is available only to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such investments will be engaged in only with, relevant persons.

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Bond shall in any circumstances imply that the information contained in this Base Prospectus concerning the Issuer or the other Obligors at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct or that there has been no adverse change in the financial position of the Issuer or the other Obligors as of any time subsequent to the date indicated in the document containing such information. None of the Dealer, the Arranger, the Bond Trustee, the Security Trustee or any of the Hedge Counterparties, the ACF Lenders, the Agents, the Liquidity Facility Providers, Borrower Hedge Counterparties, Cash Manager, Registrar, Transfer Agent, Principal Paying Agent, Agent Bank or the Account Bank undertakes to review the financial condition or affairs of any of the Issuer and the other Obligors during the life of the Programme or the life of the arrangements contemplated by this Base Prospectus or to advise any investor or potential investor in the Bonds of any information coming to its attention.

This Base Prospectus is not intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer, any member of the Security Group, the Dealer, the Arranger, the Bond Trustee or the Security Trustee that any recipient of this Base Prospectus should purchase any of the Bonds issued under the Programme.

The distribution of this Base Prospectus and the offering, sale or delivery of the Bonds in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are required by the Issuer and the other Obligors, the Arranger and the Dealer to inform themselves about and to observe any such restrictions. This Base Prospectus does not constitute, and may not be used for the purposes of, an offer to or solicitation by any person to subscribe or purchase any Bonds in any jurisdiction or in any circumstances in which such an offer or solicitation is not authorised or is unlawful.

Certain Tranches of Bonds issued in NGB form or under the NSS (each as defined in “*Forms of the Bonds*” below) may be held in a manner which will allow Eurosystem eligibility. This simply means that the Bonds are intended upon issue to be delivered to one of Euroclear or Clearstream, Luxembourg as common safekeeper and does not necessarily mean that the Bonds will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

The Bonds and the other financing arrangements described in this Base Prospectus to be entered into by the Issuer will be obligations solely of the Issuer.

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

If you are in any doubt about the contents of this Base Prospectus you should consult your stockbroker, bank manager, solicitor, accountant or other financial adviser. It should be remembered that the price of securities and the income from them can go down as well as up.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the “**EEA**”). For these purposes, a “**retail investor**” means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, 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 (the “**Prospectus Regulation**”). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Bonds 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 – If the applicable Final Terms in respect of any Bonds includes a legend entitled “Prohibition of Sales to UK Retail Investors”, the Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the “**UK**”). For these purposes, (a) a retail investor means a person who is one (or more) of (i) a retail client as defined in point (8) of Article 2(1) of Regulation (EU) 2017/565 as it forms part of English law by virtue of EUWA; or (ii) a customer within the meaning of the Financial Services and Markets Act 2000 (“**FSMA**”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of English law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of English law by virtue of the EUWA (the “**UK Prospectus Regulation**”). Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of English law by virtue of the EUWA (as amended, the “**UK PRIIPs Regulation**”) for offering or selling the Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Bonds or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

BENCHMARK REGULATION - Amounts payable on Floating Rate Bonds (as described in the Conditions) may, if so specified in the applicable Final Terms (or applicable Pricing Supplement, in the case of Exempt Bonds), be calculated by reference to LIBOR (as defined below), USD LIBOR, CAD LIBOR, EURIBOR (as defined below), CHF LIBOR, JPY LIBOR, SIBOR, HIBOR, NZD LIBOR, CNH HIBOR. As of the date of this Base Prospectus, the administrator of EURIBOR appears on the register of administrators and benchmarks established and maintained by the FCA pursuant to Article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011) as it forms part of domestic law by virtue of EUWA (the “**UK BMR**”). ICE Benchmark Administration Limited (“**ICE**”) (as the administrator of LIBOR) is not included in the register of administrators maintained by ESMA pursuant to Article 36 of the BMR. As far as the Issuer and each Guarantor is aware, ICE as administrator of LIBOR is not required to be registered by virtue of Article 2 of the UK BMR. As far as the Issuer and each Guarantor is aware, the transitional provisions in Article 51 of the UK BMR apply, such that ICE (as administrator of LIBOR) is not currently required to obtain authorisation/registration (or, if located outside the United Kingdom, recognition, endorsement or equivalence).

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

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the “**MiFID Product Governance Rules**”), any Dealer subscribing for any Bonds is a manufacturer in respect of such Bonds, but otherwise none of the

Arranger, the Dealers and any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

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

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

Any individual intending to invest in any investment described in this Base Prospectus should consult his or her professional adviser and ensure that he or she fully understands all the risks associated with making such an investment and has sufficient financial resources to sustain any loss that may arise from it.

SINGAPORE: SECTION 309B(1)(C) NOTIFICATION

For any Bonds sold into Singapore, the relevant Final Terms (or Pricing Supplement, as the case may be) in respect of any Bonds may include a legend entitled “Singapore Securities and Futures Act Product Classification” which will state the product classification of the Bonds pursuant to section 309B(1) of the Securities and Futures Act 2001 (as amended, the “**SFA**”). The Issuer will make a determination in relation to each issue about the classification of the Bonds being offered for purposes of section 309B(1)(a). Any such legend included on the relevant Final Terms (or Pricing Supplement, as the case may be) will constitute notice to “relevant persons” for purposes of section 309B(1)(c) of the SFA.

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

- have sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits and risks of investing in the Bonds and the information contained in this Base Prospectus or any applicable Final Terms or Pricing Supplement, as the case may be;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Bonds and the impact the Bonds will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds, including Bonds with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor’s currency;
- understand thoroughly the terms of the Bonds and be familiar with the behaviour of any relevant indices and financial markets;
- understand the nature of the Bonds and the impact of any regulations which may affect its investment in the Bonds; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent Bonds are legal investments for it. Bonds can be used as security for indebtedness and other restrictions apply to the purchase or pledge of any Bonds. Financial institutions should consult their legal

advisers or the appropriate regulators to determine the appropriate treatment of Bonds under any applicable risk-based capital or similar rules.

All references in this Base Prospectus to “€”, “euro” or “EUR” are to the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended, from time to time, “Sterling”, “£” or “GBP” are to the lawful currency of the UK, all references to “\$”, “U.S.\$”, “U.S. dollars” and “dollars” and “USD” are to the lawful currency of the United States of America.

Forward-Looking Statements

This Base Prospectus contains various forward-looking statements regarding events and trends that speak only as of the date hereof and are subject to risks and uncertainties that could cause the actual results and financial position of the Issuer to differ materially from the information presented in this Base Prospectus. When used in this Base Prospectus, the words “estimate”, “project”, “intend”, “anticipate”, “believe”, “expect”, “should” and similar expressions, as they relate to the Issuer and its management and the other Obligors and their management, are intended to identify such forward-looking statements. The Issuer and the other Obligors do not undertake any obligation publicly to release the result of any revisions to these forward-looking statements to reflect the events or circumstances after the date hereof or to reflect the occurrence of unanticipated events unless, as a result of such event or circumstance, the Issuer is required under applicable law to publish a supplementary prospectus after the date hereof.

Responsibility Statements

This Base Prospectus comprises a base prospectus for the purposes of Article 8 of the UK Prospectus Regulation and for the purpose of giving information with regard to the Issuer and the other Obligors which, according to the particular nature of the Issuer, the Obligors and the Bonds, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer.

The Issuer accepts responsibility for the information contained in this Base Prospectus and in any Final Terms or Pricing Supplement which complete this Base Prospectus for each Tranche of Bonds issued hereunder and declares that, to the best of its knowledge, the information contained in this Base Prospectus is in accordance with the facts and that the Base Prospectus makes no omission likely to affect its import.

Each Guarantor accepts responsibility for the information concerning itself in the sections titled “*Documents Incorporated by Reference*”, “*Overview of the Programme*”, “*Risk Factors*”, “*Business of Elenia*”, “*Selected Financial Overview*”, “*Elenia Oy*”, “*Elenia Holdings*”, “*Elenia Investments*” “*Summary of the Common Documents*”, “*Summary of the Finance Documents*”, “*Summary of the Issuer Transaction Documents*”, and in the paragraphs relating to each such Guarantor under the headings “*Authorisation*”, “*Litigation*”, “*Significant or Material Change*” and “*Availability of Financial Statements*” in “*General Information*” and the information relating to the Guarantee (the “**Guarantor Information**”).

To the best of the knowledge of each Guarantor, the Guarantor Information, for which they are responsible, is in accordance with the facts and that those parts of the Base Prospectus make no omission likely to affect their import. No Guarantor accepts responsibility for any other information contained in this Base Prospectus. Save for the Guarantor Information, no Guarantor has separately verified the information contained herein. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by any Guarantor as to the accuracy or completeness of any information contained in this Base Prospectus (other than the Guarantor Information) or any other information supplied in connection with the Programme or distribution of any Bonds issued under the Programme.

The Issuer has accurately reproduced the information contained in the section entitled “*Description of Effective Date Liquidity Facility Providers*” (the “**ILFP Information**”) from information provided to it by the Effective Date Liquidity Facility Providers but it has not independently verified such information. So far as the Issuer is aware and is able to ascertain from information published by the Effective Date Liquidity Facility Providers, no facts have been omitted which would render the ILFP Information inaccurate or misleading.

No person has been authorised to give any information or to make representations other than the information or the representations contained in this Base Prospectus in connection with the issue of the Bonds, any member of the Security Group or the offering or sale of the Bonds and, if given or made, such information or representations

must not be relied upon as having been authorised by or on behalf of the Issuer, the Security Group, the Security Trustee, the Bond Trustee, the directors of the Issuer, the Dealer, the Arranger, any of the Hedge Counterparties, the ACF Lenders, WC Facility Providers, Capex Facility Providers, each Facility Agent under each Authorised Credit Facility, the Agents, the Liquidity Facility Providers, the Liquidity Facility Agent, Cash Manager, Registrar, Exchange Agent Transfer Agent, Principal Paying Agent, Agent Bank or the Account Bank. Neither the delivery of this Base Prospectus nor any offering or sale of Bonds made in connection herewith shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer or the other Obligor since the date hereof. Unless otherwise indicated herein, all information in this Base Prospectus is given as of the date of this Base Prospectus. This Base Prospectus does not constitute an offer of, or an invitation by, or on behalf of, the Issuer or any Dealer to subscribe for, or purchase, any of the Bonds.

Save for the Issuer, Elenia Investments, Elenia Holdings and Elenia Oy which have only verified the information for which they specifically accept responsibility as described in the preceding paragraphs (other than the ILFP Information), no other party has separately verified the information contained in this Base Prospectus. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealer, the Arranger, the Bond Trustee, the Security Trustee, any of the Hedge Counterparties, the ACF Lenders, WC Facility Providers, Capex Facility Providers, each Facility Agent under each Authorised Credit Facility, the Agents, the Liquidity Facility Providers, the Liquidity Facility Agent, Cash Manager, Registrar, Transfer Agent, Exchange Agent, Principal Paying Agent, Agent Bank or the Account Bank as to the accuracy or completeness of the information contained in this Base Prospectus or any other information supplied in connection with the Bonds or their distribution. The statements made in this paragraph are without prejudice to the responsibilities of the Issuer or the other Obligor. Each person receiving this Base Prospectus acknowledges that such person has not relied on the Dealer, the Arranger, the Bond Trustee, the Security Trustee, any of the Hedge Counterparties, the ACF Lenders, WC Facility Providers, Capex Facility Providers, each Facility Agent under each Authorised Credit Facility, the Agents, the Liquidity Facility Providers, the Liquidity Facility Agent, Cash Manager, Registrar, Transfer Agent, Exchange Agent, Principal Paying Agent, Agent Bank or the Account Bank to review the financial condition or affairs of any of the Issuer or the other Obligor, nor on any person affiliated with any of them in connection with its investigation of the accuracy of such information or its investment decision.

Prospective investors should be aware that the Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 (the “**Securitisation Regulation**”) applies to securitisations the securities of which are issued on or after January 1, 2019. The Securitisation Regulation includes revised risk retention and transparency requirements (now imposed variously on the issuer, originator, sponsor and/or original lender of a securitisation) and new due diligence requirements imposed on institutional investors, within the meaning of the Securitisation Regulation. That term includes EU-regulated credit institutions, EU-regulated investment firms, certain alternative investment fund managers, EU-regulated insurers or reinsurers, certain investment companies authorized in accordance with Directive 2009/65/EC, managing companies as defined in that Directive (together, “**UCITS**”), institutions for occupational retirement provision falling within the scope of Directive (EU) 2016/2341 (subject to certain exceptions), and certain investment managers and authorized entities appointed by such institutions (together, “**IORPs**”) subject thereto (each an “**Affected Investor**”). In general, the requirements imposed under the Securitisation Regulation are more onerous and have a wider scope than those imposed under the previous legislation. The Securitisation Regulation (among other things) imposes requirements as to due diligence which will apply to Affected Investors, and failure to comply with these requirements may mean Affected Investors are restricted from investing in such securitisations. Certain aspects of the Securitisation Regulation will be supplemented by technical standards, which are still to be finalised. Prospective investors are responsible for monitoring and assessing changes to the Securitisation Regulation and their regulatory consequences.

None of the Issuer, the Obligor, the Dealer, the Arranger, the Bond Trustee, the Security Trustee or any of the Hedge Counterparties, the ACF Lenders, the Agents, the Liquidity Facility Providers, Borrower Hedge Counterparties, Cash Manager, Registrar, Transfer Agent, Principal Paying Agent, Agent Bank, the Account Bank or any other party named in this Base Prospectus take responsibility to investors for the regulatory treatment of their investment in the Bonds (including but not limited to whether any transaction or transactions pursuant to which Bonds are issued from time to time is or will be regarded as constituting a “securitisation” for the purposes of the Securitisation Regulation together with the final regulatory technical standards and implementing technical standards to the Securitisation Regulation published by the European Banking Authority

or the European Supervisory Authority (European Securities and Markets Authority) pursuant to the Securitisation Regulation and any other applicable guidance, technical standards or related documents published by the European Banking Authority or the European Supervisory Authority (European Securities and Markets Authority) (including any successor or replacement agency or authority) and any delegated regulations of the European Commission (and in each case including any amendment or successor thereto). Consequently, (i) this may have a negative impact on any risk weighting and/or regulatory capital position applicable to Affected Investors and on the value and liquidity of the Bonds in the secondary market, and (ii) the Bonds may not be a suitable investment for an Affected Investor. Prospective investors in the Bonds are responsible for analysing their own regulatory position and are encouraged to consult their own investment and legal advisors regarding compliance with the Securitisation Regulation (and any corresponding implementing rules in the relevant EEA member state), their risk weighting and regulatory capital requirements and the suitability of the Bonds for investment. Failure to comply with one or more of the requirements set out in the Securitisation Regulation may result in the imposition of a penal risk weighting and/or capital charges or other regulatory sanction with respect to the investment made in the securitisation by that Affected Investor.

As a result of the foregoing, an investor's ability to resell its Bonds may be further limited, and an investor must be prepared to bear the risk of holding its Bonds until maturity.

Supplementary Prospectus

The Issuer has undertaken, in connection with the admission of the Bonds to the Official List and to trading on the Main Market of any issue of Bonds, that, if there shall occur between the time when this Base Prospectus is approved and the final closing of any offer of Bonds to the public, or as the case may be, the time when trading on the regulated market begins, any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and the rights attaching to the Bonds, the Issuer shall prepare a supplement to this Base Prospectus or publish a replacement prospectus for use in connection with any subsequent issue by the Issuer of Bonds and will supply to each Dealer and the Bond Trustee such number of copies of such supplement hereto or replacement prospectus as such Dealer and Bond Trustee may reasonably request. The Issuer will also supply to the FCA such number of copies of such supplement hereto or replacement prospectus as may be required by the FCA and will make copies available, free of charge, upon oral or written request, at the specified offices of the Paying Agents and in respect of Registered Bonds, the Registrar and the Transfer Agent.

Each of the Issuer and the other Obligor has undertaken to the Dealer in the Dealership Agreement (as defined in "*Subscription and Sale*") to comply with Article 23 of the UK Prospectus Regulation.

If the terms of the Programme are modified or amended in a manner which would make this Base Prospectus, as so modified or amended, inaccurate or misleading, in any material respect, the Issuer shall prepare a supplement to this Base Prospectus or publish a replacement prospectus for use in connection with any subsequent issue by the Issuer of Bonds.

If at any time the Issuer shall be required to prepare a supplementary prospectus pursuant to Article 23 of the UK Prospectus Regulation, the Issuer shall prepare and make available an appropriate supplement to this Base Prospectus or a further prospectus which, in respect of any subsequent issue of Bonds to be listed on the Official List and admitted to trading on the Main Market, shall constitute a supplementary prospectus as required by the FCA and Article 23 of the UK Prospectus Regulation.

Final Terms, Pricing Supplements and Drawdown Prospectuses

In this section the expression "**necessary information**" means, in relation to any Tranche of Bonds, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and the other Obligor and of the rights attaching to the Bonds and the reasons for the issuance and its impact on the Issuer. In relation to the different types of Bonds which may be issued under the Programme, the Issuer has included in this Base Prospectus all of the necessary information except for information relating to the Bonds which is not known at the date of this Base Prospectus and which can only be determined at the time of an individual issue of a Tranche of Bonds.

Any information relating to the Bonds which is not included in this Base Prospectus and which is required in order to complete the necessary information in relation to a Tranche of Bonds will be contained either in the relevant Final Terms, Pricing Supplement or in a Drawdown Prospectus. Such information will be contained in the relevant Final Terms or Pricing Supplement unless any such information constitutes a significant new factor relating to the information contained in this Base Prospectus in which case such information, together with all of the necessary information in relation to the Bonds, may be contained in a Drawdown Prospectus. In addition, the Issuer may agree with the Arranger and with any Dealer and the Bond Trustee that Bonds may be issued in a form not contemplated by the Conditions (defined below), in which event (and in the case of Bonds admitted to the Official List only) a Drawdown Prospectus will be made available which will describe the effect of the agreement reached in relation to such Bonds.

For a Tranche of Bonds which is the subject of Final Terms or Pricing Supplement, those Final Terms or Pricing Supplement, as the case may be, will, for the purposes of that Tranche only, complete this Base Prospectus and must be read in conjunction with this Base Prospectus. The terms and conditions of the Bonds as set out herein (the “**Conditions**”) as completed by Part A of the relevant Final Terms or Pricing Supplement are the terms and conditions applicable to any particular Tranche of Bonds which is the subject of Final Terms or Pricing Supplement, as the case may be.

The Conditions as completed by the relevant Drawdown Prospectus are the terms and conditions applicable to any particular Tranche of Bonds which is the subject of a Drawdown Prospectus. Each Drawdown Prospectus will be constituted by a single document containing the necessary information relating to the Issuer and the relevant Tranche(s) of Bonds.

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DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published or are published simultaneously with this Base Prospectus and have been filed with the FCA shall be incorporated in, and form part of, this Base Prospectus.:

In respect of the Issuer:

1. Audited consolidated financial accounts for the 12 months ended on 31 December 2021 in respect of Elenia Verkko Oyj, prepared in accordance with IFRS available at <https://www.elenia.fi/files/258d7e98eacef38b3e657fade757da7e46e620d4/elenia-verkko-oyj-consolidated-financial-statements-2021.pdf>;
2. Audited consolidated financial accounts for the 12 months ended on 31 December 2020 in respect of Elenia Verkko Oyj, prepared in accordance with IFRS available at <https://www.elenia.fi/files/e20a9b1c70aa33ea5556ccda5004286c6524277/elenia-verkko-oyj-consolidated-financial-statements-2020.pdf>; and
3. Audited unconsolidated financial accounts for the period from 24 May 2019 (the date of incorporation) to 31 December 2019 in respect of Elenia Verkko Oyj (under the previous name Elenia Newco Oyj), prepared in accordance with Finnish Accounting Standards available at <https://www.elenia.fi/files/4d7165322657e917c652ca879e48938dd0e231b3/elenia-finance-oyj-consolidated-financial-statements-2019.pdf>.

In respect of Elenia Oy:

4. Audited consolidated financial accounts for the 12 months ended 31 December 2021 in respect of Elenia Oy, prepared in accordance with IFRS available on pages 56 - 67 at <https://www.elenia.fi/files/c8e690375954b6db77c72cfc5d9d0336804d90c5/elenia-annual-review-2021.pdf>;
5. Audited consolidated financial accounts for the 12 months ended 31 December 2020 in respect of Elenia Oy, prepared in accordance with IFRS available on pages 58 - 69 at <https://www.elenia.fi/files/982b8fa3f83efe7bd47cd575cc58d494025ac200/elenia-group-annual-review-2020.pdf>; and
6. Audited unconsolidated financial accounts for the 12 months ended 31 December 2019 in respect of Elenia Palvelut Oy (which was re-named Elenia Oy as a result of the Corporate Reorganisation, see further below), prepared in accordance with FAS available at <https://www.elenia.fi/files/522248d6ca4d86a044fb65301341409fbb294f75/elenia-palvelut-oy-financial-statements-2019.pdf>.

In respect of Elenia Holdings:

7. Audited unconsolidated financial statements for the 12 months ended 31 December 2021 in respect of Elenia Holdings S.à r.l., prepared in accordance with Luxembourg GAAP (under the previous name Lakeside Network Investments S.à r.l.) at <https://www.elenia.fi/files/aac7b7e3e44a00b614bdc6476d0d76e9221d88fa/elenia-holdings-s.a-r.l.-financial-statements-2021.pdf>;
8. Audited unconsolidated financial statements for the 12 months ended 31 December 2020 in respect of Elenia Holdings S.à r.l., prepared in accordance with Luxembourg GAAP available (under the previous name Lakeside Network Investments S.à r.l.) at <https://www.elenia.fi/files/24a23824ba2a8e3fb1242d328f1f06201cfa3ee5/lakeside-network-investments-s.a-r.l.-financial-statements-2020.pdf>; and
9. Audited unconsolidated financial statements for the 12 months ended 31 December 2019 in respect of Elenia Holdings S.à r.l., prepared in accordance with Luxembourg GAAP available (under the previous name Lakeside Network Investments S.à r.l.) at <https://www.elenia.fi/files/76d679ee08f6c7d2d119506f548f62ab0f61a5aa/lakeside-network-investments-s.a-r.l.-financial-statements-2019.pdf>.

In respect of Elenia Investments:

10. Audited unconsolidated financial accounts for the 12 months ended 31 December 2021 in respect of Elenia Investments, prepared in accordance with Luxembourg GAAP available at <https://www.elenia.fi/files/184c2257222e76d671c5af5016e376167fa391e7/elenia-investments-s.a-r.l.-financial-statements-2021.pdf>;
11. Audited unconsolidated financial accounts for the 12 months ended 31 December 2020 in respect of Elenia Investments, prepared in accordance with Luxembourg GAAP available at <https://www.elenia.fi/files/ba9dcb0c92c578aaab2ef0611b4adfeac9bf8c17/elenia-investments-s.a-r.l.-financial-statements-2020.pdf>; and
12. Audited unconsolidated financial accounts for the period from 25 July 2019 (the date of incorporation) to 31 December 2019 in respect of Elenia Investments, prepared in accordance with Luxembourg GAAP available at <https://www.elenia.fi/files/6b33d8fc629a0f0502798e4eeffe41374c7cd7d7/elenia-investments-s.a-r.l.-financial-statements-2019.pdf>.

In respect of the Corporate Reorganisation:

13. The section entitled “*Overview of the Elenia Group*” - “*Reorganisation of the Elenia Group*” on page 4 to 5 of Elenia’s Base Prospectus dated 21 January 2020 (the “**2020 Base Prospectus**”) and Annex A “*2019 STID Proposal – The Proposed Documentary Changes*” commencing on page 401 of the 2020 Base Prospectus. The 2020 Base Prospectus is available at <https://data.fca.org.uk/artefacts/NSM/data-migration/261029893.pdf>; and
14. The section entitled “*Documents Incorporated by Reference*” – “*Presentation of Financial Information following the Corporate Reorganisation*” on pages 3 and 4 of Elenia’s Base Prospectus dated 4 October 2021 (the “**2021 Base Prospectus**”). The 2021 Base Prospectus is available at <https://data.fca.org.uk/artefacts/NSM/Portal/NI-000034320/NI-000034320.pdf>.

(together, the “**Documents Incorporated by Reference**”).

Following the publication of this Base Prospectus a supplement may be prepared by the Issuer and approved by the FCA in accordance with Article 23 of the UK Prospectus Regulation. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus. Those parts of the documents incorporated by reference in this Base Prospectus which are not specifically incorporated by reference in this Base Prospectus are either not relevant for prospective investors in the Bonds or the relevant information is included elsewhere in this Base Prospectus. Any documents themselves incorporated by reference in the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus.

Copies of documents incorporated by reference in this Base Prospectus can be obtained (without charge) from (i) the registered office of the Issuer and from the specified office of the Principal Paying Agent for the time being in London, (ii) <https://www.elenia.fi/en/investors/financial-reports>, being the Issuer’s website or (iii) the website of the Regulatory News Service operated by the London Stock Exchange at www.londonstockexchange.com/exchange/news/market-news/market-news-home.html.

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

The Issuer and each Guarantor will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Bonds, prepare a supplement to this Base Prospectus or publish a new prospectus for use in connection with any subsequent issue of Bonds.

The hyperlinks included in this Base Prospectus, other than those set out above, or included in any documents incorporated by reference into this Base Prospectus, and the websites and their content are not incorporated into and do not form part of, this Base Prospectus.

RISK FACTORS

The following sets out certain aspects of the Bonds, the Guarantee, the Common Documents, the Finance Documents, the Issuer Transaction Documents and the activities of the Elenia Group and the Security Group about which prospective Bondholders should be aware. Prospective investors should carefully consider the following risk factors and the other information contained in this Base Prospectus before making an investment decision. The occurrence of any of the events described below could have a material adverse impact on the business, financial condition or results of operations of the Issuer or the other Obligor and could lead to, among other things an Event of Default and/or a Trigger Event or an inability to meet their obligations (including the payment of principal and interest under the Bonds).

The Issuer believes that the factors described below represent the principal risks inherent in investing in Bonds issued under the Programme, but it may be unable to pay interest, principal or other amounts on or in connection with Bonds for other reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate and the Issuer does not represent that the statements below regarding the risks of holding any Bonds are exhaustive.

This section of the Base Prospectus describes material risks that are known to the Issuer and the other Obligor as at the date of this Base Prospectus. This section of the Base Prospectus is not intended to be exhaustive and prospective Bondholders should read the detailed information set out elsewhere in this Base Prospectus prior to making any investment decision. The risks described below are not the only ones faced by the Issuer or the other Obligor. Additional risks not presently known to the Issuer or the other Obligor or which the Issuer or the other Obligor currently believe to be immaterial may also adversely affect its business. In the event of any material adverse impact of one of or more of the risks described herein, the value of the Bonds could decline, and the Issuer may not be able to pay all or part of the interest or principal on the Bonds and investors may lose all or part of their investment. In addition, the materialisation of any one or more of the risks described herein could affect the Guarantors' ability to meet their payment obligations under the Guarantee. Investors should consider carefully whether an investment in the Bonds is suitable for them in light of the information in this Base Prospectus and their personal circumstances.

Introduction

The risk factors described below are those that the Issuer and the Obligor believe are material and specific to the Issuer and the Obligor and that may affect the Issuer's and the Obligor's ability to fulfil each of their respective obligations under the Programme and any Bonds. The risk factors have been organised into the following categories:

The risks described in this "*Risk Factors*" section have been grouped as follows:

1. Business Risks in relation to the Elenia Group;
2. Environmental, Health and Safety and Regulatory Risks;
3. Financing Risks;
4. Risks Related to the Structure of the Elenia Group;
5. Tax Risks;
6. Issuer Bond Considerations; and
7. Risks Relating to Certain Types of Bonds.

Within each group, the most material risks, in the assessment of the Issuer and the Obligor, are set out first. The Issuer and the Obligor have assessed the relative materiality of the risk factors based on the probability of their occurrence and the expected magnitude of their negative impact. The order of the categories does not imply that any category of risk is more material than any other category. Prospective investors should read the detailed information set out in this Base Prospectus (including the documents incorporated by reference herein), in conjunction with each of the risk factors described below, and reach their own views prior to making an investment decision.

In addition, whilst the various structural elements described in this Base Prospectus are intended to lessen some of the risks discussed below for the Bondholders, there can be no assurance that these measures will ensure that the Bondholders of any Series or Tranche receive payment of interest or repayment of principal from the Issuer on a timely basis or at all.

1. BUSINESS RISKS IN RELATION TO THE ELENIA GROUP

Negative Impact on the Elenia Group's Revenues, Costs and/or Cash Flow

Where any of the risks described in this section of the Base Prospectus occur, there may be a negative impact on the Elenia Group's revenues, costs and/or cash flow and the Elenia Group will be required to meet such additional costs and/or such shortfall from internal sources, or consider other ways in which those costs and/or such shortfall can be met where internal funds are not available. Where the revenues or cash flow of the Elenia Group are not as expected or where the Elenia Group is unable to meet such additional costs and/or such shortfall from either internal sources or alternative means, the Elenia Group may be unable to meet its liabilities, which may impact the ability of the Issuer to meet its payment obligations under the Bonds.

Risks Relating to the Regulation of the Issuer

Change in Regulation or Regulatory Approach of the Energy Authority

The reasonable rate of return methodology for the fourth regulatory period (2016-2019) and the current fifth regulatory period (2020-2023) forms the basis of the regulatory environment for the Issuer. The Electricity Market Act 2013 (the “**EM Act 2013**”) was amended in August 2021 (the “**EMA Amendment**”) which, among other things, further limits annual tariff increases by electricity distribution system operators (“**DSOs**”) and emphasises cost efficiency in the DSOs' development of their electricity networks (see further “*Selected Aspects of Finnish Regulation Overview*”).

Following the EMA Amendment, the Energy Authority (“**EA**”) amended the current regulatory methods to be in line with the contents of the amendment for the period 2022-2023. The change in regulation, and in the regulatory approach of the EA has reduced the predictability and stability of the Finnish regulatory framework and undermined its credibility. The Issuer, along with other DSOs have appealed to the Market Court arguing that the changes in the regulation methods of electricity distribution established by the EA, in the middle of the fifth regulatory period for 2022–2023, contradict good governance, the principle of legal certainty, and the objectives for the development of distribution network operations.

The recent regulatory changes, and any further regulatory changes in the approach of the EA, could have an adverse effect on the Issuer's ability to generate return on its assets or on the costs of complying with such regulation and therefore could have an adverse impact on its financial position generally, which may impact the ability of the Issuer to meet its payment obligations under the Bonds

Dependence on the Regulatory WACC

Under the Issuer's licence, the reasonable rate of return (“**Regulatory WACC**”) is determined by the reasonable return methodology. A decrease in the yield on the 10 year Finnish government bond, or change to other components of the regulatory rate of return, could have an adverse effect on the Issuer's ability to generate return on its assets and therefore could have an adverse impact on its and the Elenia Group's financial performance, which may impact the ability of the Issuer to meet its payment obligations under the Bonds.

Changes in Reasonable Rate of Return Methodology

Changes in the reasonable rate of return methodology could result in changes to the business plan and have a negative impact on the Issuer's financial performance, which may impact the ability of the Issuer to meet its payment obligations under the Bonds. The previous methodology was confirmed by the EA in November 2015. For the first time, it was applied for two consecutive regulatory periods, i.e. both for the fourth (2016-2019) and the current fifth (2020-2023) regulatory periods. The EA amended the regulatory methods for the current regulatory period, with changes that came into effect in January 2022. A new methodology will be prepared for the upcoming sixth (2024-2027) and seventh (2028-2031) regulatory periods (with no certainty on the contents). See further “*Selected Aspects of Finnish Regulation Overview – Reasonable Return Methodology for Electricity Distribution Services*” below.

Regulatory Unit Prices

The regulatory unit prices used in the calculation of the Issuer's RAV may be materially changed in the future. For example, the EA amended the regulatory unit prices for the current regulatory period, with changes that came into effect in January 2022. See "*Selected Aspects of Finnish Regulation Overview*". If unit prices are lower than expected, the Issuer's financial performance may be negatively impacted, which may impact the ability of the Issuer to meet its payment obligations under the Bonds.

Risk of Regulatory Enforcement

While the Issuer has in place various policies to ensure compliance with its requirements under the EM Act 2013, including the EMA Amendment, its licence and other aspects of law and regulation, there can be no assurances that the Issuer will always maintain such compliance. Should the Issuer be found by the EA to be in breach of such requirements, the EA or other relevant authorities may impose fines or other financial penalties on the Issuer that can amount to up to 10 per cent. of the Issuer's revenue for the last financial year during which the violation has occurred. In addition, the EA may, under certain circumstances, even revoke the Issuer's licence. The materialisation of any of these risks may have an adverse effect on the Issuer's operations and financial position which may impact the ability of the Issuer to meet its payment obligations under the Bonds.

Consolidation of the Electricity Distribution Sector

The composition of the Finnish electricity distribution sector is currently fragmented but is regarded as stable by the Issuer and other distributors in the electricity sector. There can be no assurance that the sector will not materially change in the future, including with the consolidation of DSOs into fewer and larger entities. Any such changes may result in tighter regulation by the EA, and may result in such companies actively competing with the Issuer. These events may have a negative effect on the financial performance of the Issuer which may impact the ability of the Issuer to meet its payment obligations under the Bonds.

Risks Relating to Global Economic Conditions and Geopolitical Developments

The geopolitical developments in Russia and Ukraine could have a material adverse effect in Finland and thus, on the Elenia Group's business, results of operations and financial position

Throughout 2021, the Russian military build-up on the border of Ukraine contributed to escalated tensions between Russia and Ukraine and strained bilateral relations. On 21 February 2022, Russia recognised the independence of the so-called Donetsk People's Republic and the so-called Luhansk People's Republic within Ukraine and, on 24 February 2022, deployed Russian military personnel and equipment into these regions and Ukraine more widely on the basis of a purported special military operation to demilitarise Ukraine. In response to Russia's invasion of Ukraine, the United States, the European Union, the United Kingdom, Canada, Japan and Australia, among others, condemned Russia's actions and imposed a range of economic sanctions and other restrictions (such as export and import bans) targeting the Russian and Belorussian states, as well as certain state-owned entities and individuals. The ongoing conflict has had a significant impact on the international capital markets and investor sentiment, as well as resulted in sharp fluctuations in commodity prices; and increasing inflation has accelerated in many countries because of disruptions to supply chains due to the invasion. On 18 May 2022, Finland formally submitted an application to join the North Atlantic Treaty Organisation in light of Russia's invasion of Ukraine and ongoing geopolitical uncertainty.

The ongoing geopolitical tensions related to the war in Ukraine, as well as any escalations of the war and any escalations of tension between Finland and Russia and related economic or other sanctions, could negatively affect global macroeconomic conditions and the Finnish economy, and in turn have a material adverse effect on the Elenia Group's business, results of operations, financial condition, cash flows, liquidity and/or prospects.

Risks Relating to the Business of the Issuer

Outages Could Adversely Affect Financial Position

The Issuer has the primary objective of providing a reliable and secure electricity distribution network. Although the Issuer makes contingency plans and pre-emptive investments, the revenues and financial performance of the Issuer may be impacted by adverse weather conditions. Such adverse conditions may take the form of, but are not limited to, abnormally warm winters (which require less heating) or severe wind, thunder or snow storms

that result in a network outage. Any such occurrences, however, may have a negative impact on the financial performance of the Issuer, which may impact its ability to meet its payment obligations under the Bonds.

Further, the business of the Elenia Group is dependent on various IT systems. Elenia Group utilises IT systems which, for example, remotely control the electricity network and provide accurate invoicing to customers. Possible cyber-attacks or IT system failures could temporarily threaten the continuity of business operations and cause severe outages.

Adverse weather conditions or the failure of a key asset, such as the Issuer's IT system that monitors the performance of its distribution network and reports faults, could cause a significant interruption to services (in terms of outage duration or the number of customers affected), which may have an adverse effect on the Issuer's operating costs or financial position, as well as having an effect on the regulatory outage costs of such interruptions to the Issuer. Such adverse effects may impact the ability of the Issuer to meet its payment obligations under the Bonds.

Operational and Capital Cost Risks

The Issuer's profitability is linked to its ability to meet or outperform operating and/or construction costs targets, as well as to its operational effectiveness compared to regulatory targets. The Issuer's performance depends in part on the efficiency of its operational and investment cost management. Whilst the Issuer is pursuing an efficient long-term network investment programme, changes in material prices or availability of contractor resources may introduce unexpected costs into the Issuer's investment programme and operational costs, which in turn may impact the ability of the Issuer to implement efficiency improvements. The Issuer has put in place a partnership policy with certain external service providers with the aim of maximising quality of service whilst reducing costs to the Issuer. However, if efficiency targets are not achieved, the profitability of the Issuer could be impacted, which may impact its ability to meet its payment obligations under the Bonds.

Investments in the Security of Supply

Further to the EM Act 2013, the Issuer must comply with regulatory requirements regarding the quality and security of supply. To fulfil these requirements, the Issuer is pursuing a long-term investment programme in underground cabling, with the aim of mitigating the impact of adverse weather conditions on the network infrastructure and thus decreasing the number of faults in the network and the resulting outages.

A change in regulatory targets further to legislative changes to the EM Act 2013 could have an adverse effect on the profitability of the long-term investment programme in underground cabling. This could have an adverse impact on the Issuer's financial position generally, which may impact the ability of the Issuer to meet its payment obligations under the Bonds.

Ageing of the Network and Assets

Due to the history of operation of the Elenia Group, certain parts and/or components in operation are old and, in case of breakdown, these may be difficult to repair or replace. Any machinery breakdown may cost more than anticipated, which may negatively impact the Elenia Group which may impact the ability of the Issuer to meet its payment obligations under the Bonds.

2. ENVIRONMENTAL, HEALTH AND SAFETY AND REGULATORY RISKS

Environmental Risks

Various environmental protection laws and regulations govern the business of the Elenia Group. The Elenia Group endeavours to comply with all regulatory standards. However, whilst there has been no compliance failure that has had a material adverse consequence historically, there can be no assurance that all members of the Elenia Group will be in total compliance at all times with applicable laws and regulations. Should the Elenia Group fail to comply with these laws and regulations, it could incur costs in bringing the business into compliance or face fines imposed by the courts or otherwise face regulatory sanctions.

Risk of contamination of the environment is most relevant in respect of groundwater contamination. Contamination may be caused by oil leaks in the Issuer's substations although all new transformers installed by or on behalf of the Issuer are equipped with an oil contamination system. Although creosote poles (a cause of such oil leaks) are no longer installed and the Issuer's existing overhead network contains a limited number of

creosote poles, the areas where such poles have been stored could be contaminated. The costs to the Issuer to clean up any such contamination or address any fines it receives under the relevant environmental legislation may impact the Issuer's financial position which may impact the ability of the Issuer to meet its payment obligations under the Bonds. See further "*Business of Elenia – Continuity of Operations*".

Environmental laws and regulations are complex and change frequently. These laws, and their enforcement, have tended to become more stringent over time. Although the Elenia Group believes it has taken into account the future capital and operating expenditure necessary to achieve and maintain compliance with current and known future changes in laws and regulations, it is possible that new or stricter standards could be imposed, or current interpretation of existing legislation amended, which may increase the Elenia Group's operating costs by requiring changes or modifications to the assets in order to comply with any new environmental laws and regulations. Although these costs may be recoverable in part or in full through the regulatory process, there can be no assurance of this. Therefore, there can be no assurance that the costs of complying with, or discharging its liabilities under, current and future environmental and health and safety laws will not adversely affect the Elenia Group's costs or financial position. Such adverse effect may result in the Elenia Group being unable to meet its liabilities, which may impact the ability of the Issuer to meet its payment obligations under the Bonds.

Health and Safety Risks

The nature of the business of the Elenia Group involves interaction by its employees, or the employees of its partners (under its Partnership Policy), with dangerous machinery and equipment. While the Elenia Group actively maintains health and safety policies to minimise such risks and ensure compliance with applicable law or regulation (which it re-assesses on a regular basis), employees may be injured at work. Customers or third parties may also be involved in an accident relating to the electrical network of the Issuer. The cost to the Elenia Group for any such injuries to such employees, customers or third parties may negatively impact the Elenia Group, which may impact the ability of the Issuer to meet its payment obligations under the Bonds. The insurance programme maintained by the Elenia Group may only cover certain of these risks (see further "*Risks Relating to Insuring the Business*").

Risks Relating to the Accounting Standards

The potential changes in, or the interpretation of, the International Financial Reporting Standards ("**IFRS**") or the Finnish Accounting Standards ("**FAS**") could have an adverse effect on Elenia Group's (as a whole or any of the respective businesses) operations and financial position. With respect to the covenants, they could be amended to mitigate the adverse effect of changes in IFRS. The method for amendment is described in paragraph 2 (*Form of Financial Statements*) of part 1 (*Information Covenants*) of schedule 2 (*Security Group Covenants*) of the CTA which provides that the Security Group Agent shall appoint an international firm of auditors to determine the amendments required to be made to the Trigger Event Ratios and/or the Default Ratios to place the Security Group and the Secured Creditors in a comparable position to that in which they would have been if the change to the accounting standards had not occurred. The determination by the auditors shall be final and binding. Prior to appointing the auditors, the Security Group Agent shall propose to the Security Trustee and the Secured Creditor Representatives its proposed amendments to the Trigger Event Ratios and/or the Default Ratios. The Security Trustee on the direction of the Qualifying Secured Creditors and the Secured Creditor Representatives shall consider such amendments for a period of up to 60 days with a view to agreeing any amendments required. Any agreement between the Security Group Agent and the Security Trustee in respect of such calculation will be subject to receipt by the Security Trustee of a direction given in accordance with the provisions set out in "*Summary of the Common Documents – Security Trust and Interc Creditor Deed - Qualifying Senior Debt - Qualifying Secured Creditor Instructions*" and will be binding on all parties. Some of the potential changes might only relate to accounting but some of them might impact the cashflows and hence may impact the ability of the Issuer to meet its payment obligations under the Bonds.

Risks Relating to Insuring the Business

The Elenia Group has developed an insurance programme together with an insurance broker. The insurance programme is renewed on a yearly basis and insurance terms may be subject to change. Insurance compensations may be calculated based on the current value of the assets instead of replacement value. While the Elenia Group maintains its insurance programme, there can be no assurance that all eventualities will be covered by such insurance policies. Any such costs not covered would be borne by the Elenia Group, which may impact the

financial performance of the Elenia Group, which may impact the ability of the Issuer to meet its payment obligations under the Bonds.

3. FINANCING RISKS

Market and Financing Risks

The Security Group will need to raise further debt from time to time in order, among other things:

- to finance or refinance future capital expenditure;
- to enable it to refinance any Senior Debt; and
- for general corporate purposes.

Therefore, the Security Group is exposed to market risks resulting from mismatches between the Security Group's capital requirements and its access to capital in the future. The Security Group's cost of funding may be influenced by, among other things, its own operating performance and general economic conditions. If financial markets deteriorate there could be an adverse effect on the Security Group's ability to refinance its existing debt as and when required.

Moreover, the Security Group is exposed to market risks resulting from timing mismatches between the Security Group's capital requirements and the revenue generated by its business. The Security Group's future capital requirements and level of costs will depend on numerous factors, including, among other things, capital expenditure caused by compliance with new safety requirements, continued demand for electricity distribution, the amount of cash generated from its operations and general industry and economic conditions. The inability to cover long-term funding costs through revenue streams could have a material adverse effect on the Security Group's business, financial condition, results of operations or prospects, which may impact the ability of the Issuer to meet its payment obligations under the Bonds.

Hedging Risks

The Security Group has a Hedging Policy (defined below) in place to reduce risks arising from mismatches in cash flows received and payable from time to time. For more details in the Hedging policy see "*Summary of the Finance Documents – Common Terms Agreement*" below.

In order to address interest rate risks, inflation rate risks and/or currency risks, the Security Group and the Issuer will operate a hedging programme in accordance with the Hedging Policy and may enter into Treasury Transactions (for non-speculative purposes only, and such counterparty will not accede to the STID), which are not subject to the Hedging Policy, in the ordinary course of business. However, there can be no assurance that the Hedging Agreements will adequately address the hedging risks that the Issuer will face from time to time. In addition, The Issuer could find itself over-/under-hedged which could lead to financial stress. The Issuer is subject to the creditworthiness of, and, in certain circumstances, early termination of the Hedging Agreements by, Hedge Counterparties or the counterparties to any Treasury Transaction (see "*Summary of the Common Documents – Common Terms Agreement – Hedging Policy*" below). Such circumstances may impact the ability of the Issuer to meet its payment obligations under the Bonds.

Certain Secured Creditors Will Rank Ahead of the Bondholders in Respect of the Security

In the event that a Standstill Period occurs or the Security is enforced, the proceeds of such enforcement may be insufficient, after payment of amounts ranking in priority to the Bonds, to pay, in full, all amounts of principal, interest and premium (if any) due in respect of the Bonds.

Although the Security Trustee holds the benefit of the Security on trust for, *inter alios*, the Bondholders, such security interests will also be held on trust for other Secured Creditors that will rank ahead of the Bondholders. Certain of the obligations owed by the Obligor, including the Issuer's obligations, to, *inter alios*, the Hedge Counterparties (including in respect of certain swap termination amounts), Bond Trustee (in its individual capacity), the Security Trustee (in its individual capacity), the Paying Agents, the Liquidity Facility Provider(s) under the Liquidity Facility and the Account Bank in respect of certain amounts owed to them, will rank ahead of amounts owed by the Obligors to the Bondholders (see "*Cash flows*" below). These amounts may be uncapped. To the extent that significant amounts are owing to any such persons and there is insufficient cash to

pay all such amounts then due, the amounts available to the Bondholders may be reduced which may impact the ability of the Issuer to meet its payment obligations under the Bonds.

Monitoring of Compliance with Warranties and Covenants and the Occurrence of Trigger Events, Events of Default or Potential Events of Default

The STID provides that the Security Trustee is entitled to assume, unless it is otherwise disclosed in any Compliance Certificate or the Security Trustee is expressly informed otherwise, that no Trigger Event, Event of Default or Potential Event of Default has occurred.

It will fall to the Issuer and the other Obligor to actively monitor whether a Trigger Event, Event of Default or a Potential Event of Default has occurred, including, for this purpose, the continued accuracy of the representations and warranties made by the Issuer and each other Obligor as a whole and compliance by the Issuer and each other Obligor with their covenants and undertakings. In this context, a number of these representations, warranties, covenants, undertakings and Events of Default and Potential Events of Default will be qualified by reference to a relevant fact, matter or circumstance having a Material Adverse Effect. Whilst the criteria set out in the definition of Material Adverse Effect are, on their face, objective, it will fall to the Issuer itself to determine whether or not the relevant fact, matter or circumstance falls within any of the criteria and, as such, the determination will be subjective for so long as such determination is made by any of the Obligors.

However, the CTA requires the Obligors to inform the Security Trustee of the occurrence of any Trigger Event, Event of Default and Potential Event of Default promptly upon becoming aware of the same. In addition, the Obligors are required to confirm in each Investor Report and each Compliance Certificate, each of which will be delivered to, among other recipients, the Issuer and the Security Trustee, whether or not any Trigger Event, Event of Default or Potential Event of Default has occurred (and, if one has, what action is being, or proposed to be, taken to remedy it). Failure by the Obligors to promptly identify a Trigger Event or Event of Default could prevent the early warning signs of financial difficulties or other risk from being made apparent to the Secured Creditors and for the relevant actions to be taken, and such results could have a material adverse effect on the ability of Obligors to meet their obligations to the Secured Creditors, which includes the Issuer's obligations to meet its payment obligations under the Bonds.

Financial Indebtedness

Under the Common Documents, the Obligors are permitted to incur further financial indebtedness subject to certain tests being met (as set out in the CTA). Such financial indebtedness may be on any economic terms and, in particular, may mature prior to the maturity date of the Bonds. The Obligors are permitted to repay financial indebtedness from time to time, which may result in certain creditors (including those in respect of a particular Series of Bonds) being paid earlier in time than the Bondholders of another Series of Bonds, including by way of defeasance. Any such repayments are subject to the terms of the STID and the other Common Documents.

Modifications, Waivers and Consents in Respect of the Common Documents, the Finance Documents and the Issuer Transaction Documents

The Obligors may request the Security Trustee to agree to any modification to, or to give its consent to any event, matter or thing relating to, or grant any waiver in respect of, the Common Documents without any requirement to seek the approval of the Secured Creditors (including the Bondholders), in respect of a Discretion Matter.

The Security Trustee is entitled to exercise its sole discretion to approve a Discretion Matter if in the opinion of the Security Trustee, approval of the STID Proposal: (a) is required to correct a manifest error or is of a formal, minor, administrative or technical nature; or (b) is not materially prejudicial to the interests of the Qualifying Secured Creditors (where “**materially prejudicial**” means that such modification, consent or waiver could have a material adverse effect on the ability of the Obligors to pay any amounts of principal or interest in respect of the Qualifying Secured Debt owed to the relevant Qualifying Secured Creditors on the relevant due date for payment therefor). The Security Trustee is not obliged to exercise its discretion and if it chooses not to do so the voting category selection procedures set out in the STID and described in the section “*Summary of the Common Documents – Security Trust and Intercreditor Deed*” below will apply.

The Issuer may also request the Bond Trustee to agree to any modification to, or to give its consent to any event, matter or thing, or grant any waiver in respect of, the Issuer Transaction Documents (subject as provided in the

STID in relation to any Common Documents) without the consent or sanction of the Bondholders or (subject as provided below) any other Secured Creditor party to such Issuer Transaction Documents.

The Bond Trustee may without the consent or sanction of Bondholders and the Couponholders, concur with, or instruct the Security Trustee to concur with the Issuer or any other relevant parties in making: (a) any modification to the Conditions or the Issuer Transaction Documents (subject as provided in the STID in relation to any Common Documents) or other document to which it is a party or in respect of which the Security Trustee holds security if in the opinion of the Bond Trustee such modification is made to correct a manifest error, is of a formal, minor, administrative or technical nature; or (b) any modification (other than in respect of a Basic Terms Modification) to the Conditions or any Issuer Transaction Document (subject as provided in the STID in relation to any Common Documents) or other document to which it is a party or in respect of which the Security Trustee holds security if the Bond Trustee is of the opinion that such modification is not materially prejudicial (where “**materially prejudicial**” means that such modification, consent or waiver could have a material adverse effect on the ability of the Issuer to pay any amounts of principal or interest in respect of the Bonds on the relevant due date for payment therefor) to the interests of the Bondholders and/or the Couponholders.

The Bond Trustee may, without prejudice to its rights in respect of any subsequent breach or Event of Default, from time to time and at any time but only if, and in so far as, in its opinion the interests of the Bondholders shall not be materially prejudiced (where “**materially prejudiced**” means that such waiver could have a material adverse effect on the ability of the Issuer to pay any amounts of principal or interest in respect of the Bonds on the relevant due date for payment therefor) thereby, waive or authorise (or instruct the Security Trustee to waive or authorise) any breach or proposed breach by the Issuer of any of the covenants or provisions contained in the Conditions or any Issuer Transaction Document (subject, as provided in the STID, in relation to any Common Documents) to which it is a party or in respect of which it holds security, or determine that any event which would otherwise constitute an Event of Default shall not be treated as such for the purposes of the Bond Trust Deed.

Pursuant to the STID, the Bond Trustee is authorised to execute and deliver on behalf of the Bondholders and/or Couponholders all documentation required to implement such modification and such execution and delivery by the Bond Trustee will bind each of the Bondholders and/or Couponholders as if such documentation had been duly executed by them.

There can be no assurance that any modification, consent or waiver in respect of the Common Documents or Issuer Transaction Documents will be favourable to all Bondholders. Such changes may be detrimental to the interests of some or all Bondholders, despite the ratings of such Bonds being affirmed.

The conditions of the Bonds contain provisions for voting by Bondholders to vote on matters affecting their interests generally (other than matters which concern the enforcement of the Security or modifications to the STID, which matters may only be addressed in accordance with the procedures set out in the STID as described above). These provisions permit defined majorities to bind all Bondholders including Bondholders who do not vote on the relevant matter and Bondholders who voted in a manner contrary to the majority.

Voting by the Bondholders in Respect of a STID Proposal

Unless approval by Electronic Consent is available, Bondholders exercise their right to vote by “blocking” their Bonds in the clearing system and delivering irrevocable instructions to the Registrar or the Principal Paying Agent that the votes in respect of their Bonds are to be cast in a particular way. In respect of modifications, consents and waivers to the Common Documents, the Bond Trustee (as the Secured Creditor Representative of the Bondholders) is required to notify the Security Trustee of each vote received by the Registrar or the Principal Paying Agent no later than the Business Day on which any vote is received. The STID provides that as soon as the Security Trustee has received sufficient votes from the Secured Creditors (including the Bond Trustee as Secured Creditor Representative of the Bondholders) in favour of a consent, modification or waiver of a Common Document, the Decision Period will be closed and no further votes will be taken into account by the Security Trustee.

Accordingly, unless a Bondholder exercises its right to vote at the beginning of a Decision Period, it is possible that a consent, modification or waiver of a Common Document may be approved by the Secured Creditors before such Bondholder has participated in any vote and that, as a result, any consent, modification or waiver

of a Common Document duly approved by the Secured Creditors shall be binding on all of the Bondholders and Couponholders.

Liquidity Facility

The Liquidity Facility will be available to the Issuer to provide liquidity support in respect of payments of interest, scheduled principal and fee amounts payable in respect of the Bonds, the Hedging Agreements and certain other payments due to the Secured Creditors. However, there can be no assurance that funds available under the Liquidity Facility will be sufficient to cover any such shortfall. This may lead to an early termination of one or more Hedging Agreements or a default under any other facilities supported by the Liquidity Facility and, subsequently, a default under the CTA. Any such default could adversely affect the ability of the Obligor and the Issuer to make payments due to the Secured Creditors which may impact the ability of the Issuer to meet its payment obligations under the Bonds.

Capital Structure

Because of the secured nature of its borrowings and the structure that applies to them, the Security Group has been able to raise more debt than would typically be the case for an unsecured borrower. The Security Group has and, following the issue date, will continue to have a substantial amount of outstanding indebtedness with significant debt service requirements. In addition, the Security Group retains the ability to incur additional indebtedness in the future to finance its capital investment programmes. This significant leverage could have important consequences for Bondholders, including:

- requiring the Security Group to dedicate a substantial portion of its cash flow from operations to payments on its debt obligations, thus reducing the availability of its cash flow to fund growth and for other general corporate purposes; and
- increasing the Security Group's vulnerability to a downturn in its business, economic or industry conditions.

Such significant leverage could negatively impact the ability of the Issuer to meet its obligations in respect of the Bonds.

4. RISKS RELATED TO THE STRUCTURE OF THE ELENIA GROUP

Bondholders are not only Investing in the Issuer, but in the Obligor Group

By investing in the Bonds, the Bondholders are making an investment not only in the Issuer, but also in the rest of the Obligor Group. Accordingly, various triggers (such as Trigger Events and Events of Default) are set equally across the Obligor Group. Accordingly, a Trigger Event or an Event of Default may be triggered by another member of the Obligor Group and not by the Issuer. Such an event may cause an Event of Default earlier than expected, which may reduce the returns Bondholders expect to receive in respect of their Bonds as compared to the returns they would earn on such Bonds if the Bonds were held to their Final Maturity Date.

Limited Market for Sale of Shares upon an Enforcement of the Respective Share Pledges

Due to the specific and regulated nature of the Security Group, upon the enforcement of the relevant share pledges and a decision by the Secured Creditors to sell such shares, there can be no assurance that there will be a market for such shares or if there is one that it will provide the Secured Creditors including the Bondholders with liquidity or that any such liquidity will continue for the life of the Bonds. Consequently, any purchaser of the Bonds must be prepared to hold such Bonds for an indefinite period of time or until final redemption on maturity of the Bonds. See "*Summary of the Finance Documents – Security Documents*" for further details.

It May be Difficult to Realise the Full Value of the Security Securing the Bonds

The Security will be subject to certain limitations permitted under the Finance Documents. Such limitations could adversely affect the value of the Security securing the Bonds as well as the ability of the Security Trustee to enforce that Security. In addition, the security interests of the Security Trustee (in particular the Security governed by Finnish law securing the assets of the Issuer) may be subject to practical problems generally associated with the realisation of security interests in the Security. For example, the Security Trustee may need to obtain the consent of a court to enforce the Security or certain fixed assets may need to be returned to the

Elenia Group if this is necessary for the continuance of its operations. In addition, in case of bankruptcy or, according to established court practice, company reorganisation, a business mortgage only covers 50 per cent of the value of the underlying assets. There can be no assurance that the Security Trustee will be able to obtain any such consent.

The business of the Elenia Group is subject to regulations and licence requirements and may be adversely affected if the Elenia Group is unable to comply with existing regulations or requirements or if changes in applicable regulations or requirements occur. In the event of foreclosure, the network distribution licence of the Issuer could be revoked or the transfer of the licence could be prohibited. There can be no assurance that the applicable governmental authorities will consent to the transfer of the Issuer's licence (should such consent be required). If the regulatory approvals required for such transfers are not obtained, are delayed or are economically prevented, the foreclosure may be delayed, a temporary or lasting shutdown of operations may result and the value of the Security may be significantly decreased.

Certain Security May be Unenforceable

While as a general rule security granted at the time when a debt is incurred is not subject to a recovery risk, pursuant to applicable law, a transaction can, subject to certain pre-requisites, be revoked if the transaction were concluded within a certain period of time (the length of which varies depending on the type of transaction and the parties thereto) before the application for bankruptcy, reorganisation or execution was filed with the competent court. Mandatory insolvency laws may, therefore, under specific circumstances require that the Security be recovered to the assets or bankruptcy estate, as applicable, of the Issuer or the other Obligors, as the case may be, or otherwise held to be unenforceable. In such case there can be no assurance that any remaining security is sufficient to cover the Issuer's or other Obligors' obligations in full or in part, including the Issuer's obligations under the Bonds.

The Pledge of the Bank Accounts and Receivables May be Ineffective

The Security includes pledges over the Obligors' bank accounts and certain receivables. The Obligors are entitled to use the funds on the pledged bank accounts and payments of principal under the pledged receivables may be made to the pledgors until an Enforcement Period begins. Where a pledgor is entitled to use the funds on the pledged bank account, and where principal in respect of a pledged receivable may be paid to the pledgor, it is questionable under Finnish law whether a pledge over such bank account and receivables would be considered duly perfected. If the pledge over the bank accounts and receivables is not considered duly perfected or the pledge is considered to have been perfected late there is a risk that such pledge is subject to claw-back and the Bondholders will not have priority to the funds standing to the credit of such bank accounts and receivables, as applicable, at the time of enforcement of security. Further, the Finnish legal status is unclear with respect to the validity of a pledge over identifiable but yet unearned receivables (e.g. any future rights and/or interest accruing from pledged shares and other pledged assets).

Insolvency Laws and Other Limitations May Adversely affect the Validity of the Guarantees and Security

The initiation of insolvency proceedings, including bankruptcy and reorganisation proceedings, may result in the assets of the insolvent company being taken over by a court-appointed administrator in which case the right to dispose of the said assets could also be transferred to such an administrator and, in the case of reorganisation proceedings, result in a general prohibition on payment, collection and execution of debts and enforcement of security, which applies to all creditors. The initiation of such proceedings may, therefore, have a materially adverse effect on the ability of the Security Trustee or the Bondholders to initiate or to control any enforcement proceedings relating to such assets. If such insolvency proceedings are commenced, the ability to realise the Security might be prohibited, delayed and/or the value of the Security impaired. The realisation process may also take more time than expected, and the holders of the Bonds may not receive the invested principal and the accrued interest when due under the terms and conditions of the Bonds. In addition, enforcement of each Guarantee and the relevant Security may, where applicable, be limited to the extent of the amount which can be guaranteed or secured by a particular Guarantor or security provider without rendering the Guarantee or Security voidable or otherwise ineffective under applicable law.

Specifically, certain Guarantees and security provided as part of the overall package securing the Bonds are limited as required by an application of law (including, *inter alia*, the provisions of Luxembourg and Finnish

law regulating financial assistance and corporate benefit). The liability of each such Guarantor/security provider in respect of such obligations will only apply to the extent permitted by the relevant law.

Further, under the Finnish Act on Payment Order of Creditors (*Fi: Laki velkojien maksunsaantijärjestyksestä, 1578/1992 as amended*), in the relevant pledgor's bankruptcy and corporate reorganisation, claims secured by business mortgage enjoy priority only up to 50 per cent. of the enforcement proceeds of the assets covered by such business mortgage (and never exceeding the aggregate principal amount of the relevant business mortgage notes).

Challenges by Secured Creditors

The financing transactions described in this Base Prospectus have been structured based on English, Luxembourg and Finnish law and practice as in effect on the date of this Base Prospectus. It is possible that a secured creditor which is subject to laws other than the laws of England and Wales, Luxembourg or Finland may seek to challenge the validity and/or enforceability of one or more features of the financing structure under the local laws of such creditor's jurisdiction. Potential investors should be aware that the outcome of any such challenge may depend on a number of factors, including but not limited to, the application of the laws of a jurisdiction other than England and Wales, Luxembourg or Finland. There can be no assurance that any challenge would not adversely affect directly or indirectly the rights of the other secured creditors, including the Bondholders, the market value of the Bonds and/or the ability of the Issuer to make interest and principal payments on the Bonds.

Legal Investment Considerations May Restrict Investments in the Bonds

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent: (a) the Bonds are legal investments for it; (b) the Bonds can be used as collateral for various types of borrowing; and (c) other restrictions apply to its purchase or pledge of any of the Bonds. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Bonds under any applicable risk-based capital or similar rules. It is not possible to predict with any certainty the effect that any changes to legal investment laws and regulations will have on potential investors. Depending on the specific nature of any potential investors' requirements, any changes to legal investment regulations could result in the Bonds no longer being a legal investment, or used as collateral for various types of borrowing or impose other restrictions which could adversely impact such potential investor to the extent that it restricts investment or transfer in the Bonds.

Change of Law

The transactions described in this Base Prospectus (including the issue of the Bonds) and the ratings that are assigned to the Bonds are based on the relevant law and administrative practice in effect as at the date hereof, and having regard to the expected tax treatment of all relevant entities under such law and practice. It is possible that, whether as a result of case law or through statute, changes in law or regulation, or their interpretation or application (including, for example, any change to the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), and the categorisation of the Bonds for the purposes of the Securitisation Regulation which, as at the date of this Base Prospectus, the Issuer does not consider to constitute an exposure to a "securitisation"), may result in either the Issuer's or the Security Group's debt financing arrangements as originally structured no longer having the effect anticipated or having a material adverse effect on the Issuer's or the Security Group's business, financial condition and results of operation and/or adversely affecting the rights, priorities of payments and/or treatment of holdings in the Bonds of the Bondholders.

In Europe, the U.S. and elsewhere there is increased political and regulatory scrutiny of the asset-backed securities industry. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may have an adverse impact on the regulatory capital charge to certain investors in securitisation exposures and/or the incentives for certain investors to hold asset-backed securities, and may thereby affect the liquidity of such securities. Investors in the Bonds are responsible for analysing their own regulatory position and none of the Issuer, the Arranger, the Dealers, the Security Trustee, the Bond Trustee or any other party named in this Base Prospectus makes any representation to any prospective investor or purchaser of the Bonds regarding the regulatory capital treatment of their investment on the date of this Base Prospectus or at any time in the future. In particular, investors should be aware of the Securitisation Regulation

which imposes requirements on various types of EU institutional investors including credit institutions, alternative investment fund managers, investment firms, insurance and reinsurance undertakings and UCITS management companies. Among other things, such requirements restrict an EU institutional investor from investing in a “securitisation” unless that investor is able to demonstrate that it has undertaken certain due diligence in respect of various matters including (i) an assessment of its bond position, the underlying assets and all the structural features that could materially impact performance; and (ii) verification that the originator, sponsor or original lender retains, on an ongoing basis, a material net economic interest of not less than 5 per cent. in accordance with Article 6 of the Securitisation Regulation. Failure to comply with one or more of these requirements may result in penalties for EU institutional investors and/or have a negative impact on the price and liquidity of bonds in the secondary market.

In particular, Regulation (EU) No 575/2013 provides that an investment or exposure to a securitisation by an EU credit institution or investment firm may be subject to an increased capital charge due to additional risk weights of between 250 per cent. and 1,250 per cent., unless the credit institution or investment firm has complied with the requirements of the Securitisation Regulation referred to above.

The Issuer is of the opinion that the Bonds do not constitute an exposure to a “securitisation” as defined in the Securitisation Regulation and as such, the requirements referred to above should not apply to investments in the Bonds. Therefore, the Issuer has not committed to retain a material net economic interest in relation to the issuance of any Bonds.

Prospective investors in the Bonds should therefore make themselves aware of the requirements which may apply to their investment in the Bonds (including any applicable retention and/or due diligence requirements) in addition to any other applicable regulatory requirements. None of the Issuer, the Dealers, the Arranger, the Bond Trustee, the Security Trustee or any of the other parties named in this Base Prospectus is responsible for informing Bondholders of the sanctions which may result for investors from a determination by their own regulator that the bonds represent an exposure to a “securitisation” as defined in the Securitisation Regulation. Bondholders are responsible for analysing their own regulatory position. Potential investors should consult their regulator should they require guidance in relation to the regulatory treatment that their regulator would apply to an investment in the Bonds.

Enforceability of English law judgments in Finland

The UK left the EU on 31 January 2020 and the transitional period agreed in the withdrawal agreement expired on 31 December 2020 during which EU law continued to apply to the UK. As a result, the Recast Brussels Regulation (Regulation (EU) No. 1215/2012 of the European Parliament and of the Council of 12 December 2012)) (the “**Recast Brussels Regulation**”) does not apply to the UK (and English court judgments). The UK applied to join the Lugano Convention in its own right but has had its application rejected by the European Commission. In the absence of any other equivalent arrangements being put in place, there is uncertainty concerning the enforcement of English court judgments that fall outside the Hague Convention, which would rely solely on the Recast Brussels Regulation for enforcement. As a result, a judgment entered against the Issuer or Elenia Oy in an English court will not be automatically recognised or enforceable in Finland as a matter of law without a re-trial on its merits. However such judgment is likely to be of persuasive authority as a matter of evidence before the courts of law, arbitral tribunals or executive or other public authorities in Finland. Any such judgment entered against the Issuer or Elenia Oy which is not automatically recognised or enforced in Finland as a matter of law, could impact the ability of Bondholders to make a claim against the Issuer or Elenia Oy and could adversely affect the rights, priorities of payments and/or treatment of holdings in the Bonds of the Bondholders.

5. TAX RISKS

Tax Deductibility of the interest under the Bonds and Subordinated Liabilities

As at the date of this Base Prospectus, the Issuer and the Obligors expect the deductibility of the interest under the Bonds not to be limited by the Finnish hybrid mismatch provisions. This is based on the assumption of the Bonds not giving rise to a hybrid mismatch between associated enterprises in the meaning of the hybrid mismatch provisions, or under a structured arrangement in the meaning of the said provisions.

Further, as at the date of this Base Prospectus, the Issuer and the Obligors are of the view (on the basis of tax advice received) that all payments of interest under the Bonds are currently deductible for Finnish tax purposes, under the Finnish interest deduction limitation rules, when applying the EBITDA (defined as taxable profit before interest expenses and tax depreciation) based limitation rules, as the management expects the EBITDA to be sufficient to allow interest expenses under the Bonds to be fully tax deductible.

Some of these rules are relatively new and there is only limited guidance and established practice available and there remains the risk that tax relief would not be available which may negatively impact the available cash flows of the Issuer and the Obligor to service the payment obligations under the Bonds.

Change of Law or Regulation

The Conditions of the Bonds are based on English law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice or change in the regulatory regime applicable to the Issuer after the date of this Base Prospectus.

Tax deductibility of interest under the Bonds is based on Finnish tax law in effect and legal praxis applied as at the date of this Base Prospectus. Any change of Finnish domestic tax law or legal praxis applied could restrict the deductibility of interest expenses in the future. Such changes can negatively impact the available cash flows of the Issuer and the Obligors to service the payment obligations under the Bonds. Possible other amendments to the applicable tax law, regulations or legal or tax praxis, such as the imposition of new taxes, changing interpretations or application of tax regulations by either tax authorities or courts, harmonisation of national and EU tax law and regulation, significant tax disputes with tax authorities, any change in the tax status of any member of the Group, and the possible imposition of penalties and other sanctions due to incorrectly reported or unpaid tax liabilities, may also increase the Issuer's and/or Obligors' tax burden in future.

6. ISSUER AND BOND CONSIDERATIONS

Conflict of Interest

The STID contains provisions requiring the Security Trustee to take action only in accordance with the directions of the relevant Qualifying Secured Creditors or Secured Creditors (but only in respect of their Entrenched Rights if they are Affected Secured Creditors). Accordingly, the Security Trustee may be bound to take action as determined by Secured Creditors other than the Bondholders.

The Bond Trust Deed requires the Bond Trustee to have regard to the interests of all the Bondholders (so long as any of the Bonds remain outstanding) equally as regards all powers, trusts, authorities, duties and discretions of the Bond Trustee as if they formed a single class (except where expressly required otherwise).

For so long as any of the Bonds are outstanding, the Bond Trustee shall not be bound to take any steps, proceedings or other actions unless:

- it shall have been indemnified and/or secured and/or prefunded to its satisfaction against all liabilities, proceedings, claims and demands to which it may be or become liable and all costs, charges and expenses which may be incurred by it in connection therewith; and
- it shall have been directed or requested to do so by Bondholders together holding or representing 25 per cent. or more of Qualifying Secured Debt.

The Bond Trustee may give its consent to any amendment to, or grant any waiver under or in respect of, any term of any Issuer Transaction Document to which it is a party or over which it has security or give its written consent to any event, matter or thing (without the consent of the Bondholders or any other person) if to do so would, among other things, not, in its opinion, be materially prejudicial to the interests of the Bondholders, or in certain circumstances, where a specified test or conditions have been met.

Limited Liquidity of the Bonds; Absence of Secondary Market for the Bonds

There can be no assurance that a secondary market for the Bonds will develop or, if a secondary market does develop for any of the Bonds issued after the date of this Base Prospectus, that it will provide any holder of Bonds with liquidity or that any such liquidity will continue for the life of the Bonds. Consequently, any

purchaser of the Bonds must be prepared to hold such Bonds for an indefinite period of time or until final redemption or maturity of the Bonds.

The liquidity and market value of the Bonds at any time are affected by, among other things, the market view of the credit risk of such Bonds and will generally fluctuate with interest rates, general economic conditions, the condition of certain financial markets, international political events and the performance and financial condition of the Security Group.

Rating Agency Assessments, Downgrades and Changes to Rating Agency Criteria May Result in Ratings Volatility in Respect of the Bonds

The ratings to be assigned by the Rating Agencies to the Bonds reflect only the views of the particular Rating Agency and, in assigning the ratings, each Rating Agency takes into consideration the credit quality of the Obligors and structural features and other aspects of the transaction of which the Bonds form part. There is no assurance that any such ratings will continue for any period of time or that they will not be reviewed, revised, suspended or withdrawn entirely by the Rating Agencies as a result of changes in, or unavailability of, information in relation to the Obligors' underlying business and performance or if, in the Rating Agencies' judgment, other circumstances so warrant. If any rating assigned to the Bonds is lowered or withdrawn, the market value of the Bonds may be reduced. Future events, including events affecting the Obligors and/or circumstances relating to the industry in which the Obligor Group operates, could have an adverse impact on the ratings of the Bonds.

A confirmation from a Rating Agency that any action proposed to be taken by the Issuer will not have an adverse effect on the then current rating of the Bonds does not, for example, confirm that such action: (a) is permitted by the terms of the Finance Documents; or (b) is in the best interests of, or not prejudicial to, the Bondholders. While each of the Secured Creditors (including the Bondholders), the Security Trustee and the Bond Trustee (as applicable) are entitled to have regard to the fact that a Rating Agency has confirmed that the then current rating of the Bonds would not be adversely affected by such action, the above does not impose or extend any actual or contingent liability on that Rating Agency to the Secured Creditors (including the Bondholders and the Bond Trustee) or the Issuer or any other person or create any legal relationship between the Rating Agencies and the Secured Creditors (including the Bondholders and the Bond Trustee) or any other person whether by way of contract or otherwise. A Ratings Confirmation, if given, will be given on the basis of the facts and circumstances prevailing at the relevant time. A Ratings Confirmation cannot be construed as advice for the benefit of any party to the transaction. No assurance can be given that, although a Ratings Confirmation in respect of any particular action or change has been provided, such action or change will not have an adverse impact upon the business of the Issuer.

Any such confirmation from a Rating Agency may or may not be given at the sole discretion of that Rating Agency. It should be noted that, depending on the timing of delivery of the request and any information required to be provided as part of any such request, it may be the case that a Rating Agency cannot provide a confirmation in the time available or at all. A confirmation from a Rating Agency, if given, will be given on the basis of the facts and circumstances prevailing at the relevant time and in the context of cumulative changes to the transaction of which the Bonds form a part since the Establishment Date. A confirmation from a Rating Agency represents only a restatement of the then-current rating of the Bonds and cannot be construed as advice for the benefit of any parties to the transaction of which the Bonds form a part.

To the extent that a confirmation from a Rating Agency cannot be obtained, whether or not a proposed action will ultimately take place will be determined in accordance with the provisions of the relevant Issuer Transaction Documents and specifically the relevant modification and waiver provisions.

Credit ratings assigned to the Bonds may not reflect all the risks associated with an investment in those Bonds

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

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

Similarly, in general, UK regulated investors are restricted from using a rating for regulatory purposes if such rating is not (1) issued by a credit rating agency established in the UK and registered under the UK CRA Regulation or (2) provided by a credit rating agency not established in the UK but is endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation or (3) provided by a credit rating agency not established in the UK which is certified under the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances. In the case of third country ratings, for a certain limited period of time, transitional relief accommodates continued use for regulatory purposes in the UK, of existing pre-2021 ratings, provided the relevant conditions are satisfied.

The list of registered and certified rating agencies published by ESMA (on its website in accordance with the CRA Regulation) or the FCA (on its website in accordance with the UK CRA Regulation) is not conclusive evidence of the status of the relevant rating agency included in such list(s), as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated list(s).

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

Reliance by the Issuer and the Security Group on Third Parties

The integrity of the structure and the ability of the Issuer to pay amounts due under the Bonds depend upon a number of third parties such as the Liquidity Facility Providers and the Account Banks (and to the extent applicable, any hedging arrangements). In the event that one or more of those parties is downgraded by one or more of the Rating Agencies or if one or more of such third parties defaults on its obligations to make payments to the Issuer, this may have an adverse effect on the rating of the Bonds and/or the ability of the Issuer or the Obligors to satisfy its payment obligations in full.

7. RISKS RELATING TO CERTAIN TYPES OF BONDS

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

Interest rates and indices which are deemed to be “benchmarks” (including EURIBOR) are the subject of national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Bonds linked to or referencing such a “benchmark”. Regulation (EU) 2016/1011 (the “**EU Benchmarks Regulation**”), as it forms part of domestic law by virtue of the EUWA (the “**UK Benchmarks Regulation**”) applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark, within the EU and UK, respectively. It will, among other things, (i) require benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevent certain uses by EU supervised entities of “benchmarks” of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation (as applicable) could have a material impact on any Bonds linked to or referencing a “benchmark”, in particular, if the methodology or other terms

of the “benchmark” are changed in order to comply with the requirements of the EU Benchmarks Regulation and/or the UK Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the “benchmark”.

It is not possible to predict with certainty whether, and to what extent certain “benchmarks” will continue to be supported going forwards. This may cause these “benchmarks” to perform differently than they have done in the past, and may have other consequences which cannot be predicted. The reform of EURIBOR to adopt a hybrid methodology and to provide a fallback by reference to a euro risk-free rate (based on a euro overnight risk-free rate as adjusted by a methodology to create a term rate); or the elimination of LIBOR or any other benchmark, or changes in the manner of administration of any benchmark, could require an adjustment to the conditions of the Bonds or result in other consequences in respect of any Bonds referencing such benchmarks.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of “benchmarks”, could increase the costs and risks of administering or otherwise participating in the setting of a “benchmark” and complying with any such regulations or requirements. Such factors may have the following effects on certain “benchmarks” (including EURIBOR): (i) discourage market participants from continuing to administer or contribute to the “benchmark”; (ii) trigger changes in the rules or methodologies used in the “benchmark” or (iii) lead to the discontinuance or unavailability of the “benchmark”. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Bonds linked to or referencing a “benchmark”.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and/or the UK Benchmarks Regulation reforms in making any investment decision with respect to any Bonds linked to or referencing a “benchmark”.

The discontinuance of LIBOR or any other benchmark may adversely affect the value of Floating Rate Bonds

On 5 March 2021, the FCA had announced that (i) the publication of 24 LIBOR settings (as detailed in the FCA announcement) will cease immediately after 31 December 2021, (ii) the publication of the overnight and 12 month U.S. dollar LIBOR settings will cease immediately after 30 June 2023, (iii) immediately after 31 December 2021, the 1-month, 3-month and 6-month sterling LIBOR settings will no longer be representative of the underlying market and economic reality that they are intended to measure and representativeness will not be restored (and the FCA will consult on requiring the ICE Benchmark Administration Limited (“IBA”) to continue to publish these settings on a synthetic basis, which will no longer be representative of the underlying market and economic reality they are intended to measure, for a further period after end 2021) and (iv) immediately after 30 June 2023, the 1-month, 3-month and 6-month U.S. dollar LIBOR settings will no longer be representative of the underlying market and economic reality that they are intended to measure and representativeness will not be restored (and the FCA will consider the case for using its proposed powers to require IBA to continue publishing these settings on a synthetic basis, which will no longer be representative of the underlying market and economic reality they are intended to measure, for a further period after end June 2023). That FCA announcement confirmed that the FCA has no intention of using its powers to compel IBA to continue to publish certain LIBOR settings as ‘synthetic’ LIBOR, and that those LIBOR settings will thus cease permanently; such settings include all 7 EUR LIBOR settings, the publication of which will cease immediately after 31 December 2021.

On 29 September 2021, the FCA designated 1, 3 and 6 month GBP and JPY LIBOR settings under Article 23a and confirmed in its “*Article 23D Benchmarks Regulation – Draft Notice of Requirements*” that it would compel publication of such settings on a synthetic basis (the “**Article 23a LIBOR Settings**”). The FCA subsequently issued its “*Article 23C Benchmarks Regulation – Notice of Permitted Legacy Use by Supervised Entities*”, confirming that all legacy use of the Article 23a LIBOR Settings is permitted, except in cleared derivatives.

In addition, on 29 November 2017, the Bank of England and the FCA announced that, from January 2018, its working group on Sterling risk free rates has been mandated with implementing a broad-based transition to the Sterling Overnight Index Average (“**SONIA**”) over the next four years across sterling bond, loan and derivative markets so that SONIA is established as the primary sterling interest rate benchmark by the end of 2021. Investors should be aware that the market continues to develop in relation to SONIA as a reference rate in the capital markets and its adoption as an alternative to LIBOR. The Bank of England (or a successor), as administrator of SONIA, may make methodological or other changes that could change the value of SONIA,

including changes related to the method by which SONIA is calculated, eligibility criteria applicable to the transactions used to calculate SONIA, or timing related to the publication of SONIA. If the manner in which SONIA is calculated is changed, that change may result in a reduction of the amount of interest payable on such Bonds and the trading prices of such Bonds. In addition, the administrator may alter, discontinue or suspend calculation or dissemination of SONIA or any related index.

Separately, on 21 September 2017, the European Central Bank announced that it would be part of a new working group tasked with the identification and adoption of a "risk free overnight rate" which can serve as a basis for an alternative to current benchmarks used in a variety of financial instruments and contracts in the euro area. On 13 September 2018, the working group on Euro risk-free rates recommended the new Euro short-term rate ("€STR") as the new risk-free rate for the euro area. The €STR was published for the first time on 2 October 2019. Although EURIBOR has subsequently been reformed in order to comply with the terms of the Benchmarks Regulation, it remains uncertain as to how long it will continue in its current form, or whether it will be further reformed or replaced with €STR or an alternative benchmark.

Under the terms of the EU Benchmarks Regulation, the European Commission has also been granted powers to designate a replacement for certain critical benchmarks contained in contracts governed by the laws of a Member State, where that contract does not already contain a suitable fallback. It is currently unclear whether the proposed fallback provisions of the Bonds would be considered suitable, and there is therefore a risk that such Bonds would be required to transition to a replacement benchmark rate selected by the European Commission. There is no certainty at this stage what any such replacement benchmark would be.

At this time, it is not possible to predict the effect of any establishment of alternative reference rates that may be enacted in the United Kingdom or elsewhere. The elimination of benchmarks, such as LIBOR, the establishment of alternative reference rates or changes in the manner of administration of a benchmark could also require adjustments to the terms of benchmark-linked securities and may result in other consequences, such as interest payments that are lower than, or that do not otherwise correlate over time with, the payments that would have been made on those securities if the relevant benchmark was available in its current form.

Moreover, any of the above matters or any other significant change to any relevant interest rate benchmark could affect the ability of the Issuer or the Guarantors to meet their obligations under the Bonds and/or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Bonds. Changes in the manner of administration of any relevant interest rate benchmark, could result in adjustment to the Conditions, early redemption, discretionary valuation by the Calculation Agent, delisting or other consequences in relation to the Bonds. No assurance may be provided that such relevant changes will not occur, or any other relevant interest rate benchmark, and/or that such benchmarks will continue to exist. Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and/or the UK Benchmarks Regulation reforms, or possible cessation or reform of certain reference rates, in making any investment decision with respect to any Bonds linked to or referencing a benchmark.

The occurrence of a Benchmark Event may adversely affect the value of Floating Rate Bonds

If a Benchmark Event (as defined in Condition 7) (which, amongst other events, includes the permanent discontinuation of an Original Reference Rate, a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is or will be (or is or will be deemed by such supervisor to be) no longer representative of its relevant underlying market or an announcement that an Original Reference Rate will be permanently discontinued in the future) occurs, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser (as defined in the Terms and Conditions of the Bonds) as soon as reasonably practicable, to determine a Successor Rate or Alternative Rate (as defined in the Terms and Conditions of the Bonds) to be used in place of the Original Reference Rate. If a Benchmark Event occurs as a result of a public statement that the Original Reference Rate is no longer representative of its relevant underlying market, the Rate of Interest on the Bonds may therefore cease to be determined by reference to the Original Reference Rate, and instead be determined by reference to a Successor Rate or Alternative Rate, even if the Original Reference Rate continues to be published. Such rate may be lower than the Original Reference Rate for so long as that Original Reference Rate continues to be published, and the value of and return on the Floating Rate Bonds may be adversely affected.

Furthermore, if a Successor Rate or Alternative Rate for the Original Reference Rate is determined by the Independent Adviser, the Terms and Conditions of the Bonds provide that the Issuer may vary the Terms and Conditions of the Bonds, as necessary to ensure the proper operation of such Successor Rate or Alternative Rate, without any requirement for consent or approval of the Bondholders.

If a Successor Rate or Alternative Rate is determined by the Independent Adviser, the Terms and Conditions of the Bonds also provide that an Adjustment Spread (as defined in the Terms and Conditions of the Bonds) may be determined by the Independent Adviser and applied to such Successor Rate or Alternative Rate.

The Adjustment Spread is (i) the spread, formula or methodology which is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body (which may include a relevant central bank, supervisory authority or group of central banks/supervisory authorities), (ii) if no such recommendation has been made, or in the case of an Alternative Rate, the spread, formula or methodology which the Independent Adviser determines is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate, or (iii) if the Independent Adviser determines that no such spread is customarily applied, the spread, formula or methodology which the Independent Adviser determines and which is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate, as the case may be.

Accordingly, the application of an Adjustment Spread may result in the Bonds performing differently (which may include payment of a lower Rate of Interest) than they would do if the Original Reference Rate were to continue to apply in its current form.

The Issuer may be unable to appoint an Independent Adviser or the Independent Adviser may not be able to determine a Successor Rate or Alternative Rate in accordance with the Terms and Conditions of the Bonds.

Where the Issuer is unable to appoint an Independent Adviser in a timely manner, or the Independent Adviser is unable to determine a Successor Rate or Alternative Rate before the next Interest Determination Date (as defined in the Terms and Conditions of the Bonds), the Rate of Interest for the next succeeding Interest Period will be the Rate of Interest applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event, or, where the Benchmark Event occurs before the first Interest Determination Date, the Rate of Interest will be the initial Rate of Interest.

Where the Issuer has been unable to appoint an Independent Adviser, or the Independent Adviser has failed to determine a Successor Rate or Alternative Rate in respect of any given Interest Period, the Issuer will continue to attempt to appoint an Independent Adviser in a timely manner before the next succeeding Interest Determination Date and/or to determine a Successor Rate or Alternative Rate to apply the next succeeding and any subsequent Interest Periods, as necessary.

Applying the initial Rate of Interest, or the Rate of Interest applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event, will result in Bonds linked to or referencing the relevant benchmark performing differently (which may include payment of a lower Rate of Interest) than they would do if the relevant benchmark were to continue to apply, or if a Successor Rate or Alternative Rate could be determined.

If the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser fails to determine a Successor Rate or Alternative Rate for the life of the relevant Bonds, the initial Rate of Interest, or the Rate of Interest applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event, will continue to apply to maturity. This will result in the Floating Rate Bonds, in effect, becoming fixed rate Bonds.

Certain Risks Related to Fixed Rate Bonds

Investment in Fixed Rate Bonds involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Bonds. Fixed/Floating Rate Bonds may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Bonds since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer

converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Bonds may be less favourable than the prevailing spreads on comparable Floating Rate Bonds tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Bonds. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than the prevailing rates on its Bonds. Please see for further information “*Terms and Conditions of the Bonds – Condition 6 (Interest and Other Calculations)*” of the Terms and Conditions of the Bonds.

Certain Risk Related to Bonds Issued at a Substantial Discount or Premium

The market values of securities issued at a substantial discount or premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Denominations and Trading

The Bonds will either be Bearer Bonds or Registered Bonds as specified in the applicable Final Terms or Pricing Supplement (as the case may be) and serially numbered in the Specified Denomination(s) provided that in the case of any Bonds which are to be admitted to trading on a regulated market within the UK or the EEA or offered to the public in a member state of the EEA or in the UK in circumstances that require the publication of a prospectus under the Prospectus Regulation, the minimum Specified Denomination shall be £100,000, €100,000, U.S.\$200,000 or not less than the equivalent of €100,000 in any other currency as at the date of issue of the relevant Bonds.

Bonds may be issued with a minimum Specified Denomination and higher integral multiples of a number that is smaller than the Specified Denomination. It is possible that the Bonds may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of the minimum Specified Denomination. In such a case a Bondholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination: (a) may not be able to trade such holding; and (b) may not receive a definitive bond in respect of such holding (should Definitive Bonds (as defined in the Forms of Bonds) be printed) unless such Bondholder purchases a principal amount of Bonds such that its holding amounts to at least the minimum Specified Denomination.

Book-Entry Form of Bonds

The Bonds will initially only be issued in global form and deposited with a common depository for Euroclear and Clearstream, Luxembourg. Interests in the Global Bonds will trade in book-entry form only. The common depository, or its nominee, for Euroclear and Clearstream, Luxembourg will be the sole holder of the Global Bonds representing the Bonds. Accordingly, owners of book-entry interests must rely on the procedures of Euroclear and Clearstream, Luxembourg, and nonparticipants in Euroclear or Clearstream, Luxembourg must rely on the procedures of the participant through which they own their interests, to exercise any rights and obligations of a holder of Bonds.

Unlike the holders of the Bonds themselves, owners of book-entry interests will not have the direct right to act upon the Issuer’s solicitations for consents, requests for waivers or other actions from holders of the Bonds. The procedures to be implemented through Euroclear and Clearstream, Luxembourg may not be adequate to ensure the timely exercise of rights under the Bonds.

Counterparty Risk

Liquidity Facilities and Hedging Agreements involve the Elenia Group and/or the Issuer entering into contracts with counterparties. Pursuant to such contracts, the counterparties agree to make payments to the Issuer under certain circumstances as described therein. The Issuer will be exposed to the credit risk of the counterparty in respect of any such payments. Each Hedge Counterparty and each Liquidity Facility Provider is expected to have a rating at least equal to the minimum expected ratings applicable to each Rating Agency at the time when the relevant arrangement is put in place.

The Bonds Could be Subject to Exchange Rate Risks and Exchange Controls Risks

The Issuer will pay principal and interest on the Bonds in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. The Issuer has no control over the factors that generally affect these risks, such as economic, financial and political events and the supply and demand for applicable currencies. Moreover, if payments on certain Bonds are determined by reference to a formula containing a multiplier or leverage factor, the effect of any change in the exchange rates between the applicable currencies will be magnified. In recent years, exchange rates between certain currencies have been highly volatile and volatility between such currencies or with other currencies may be expected in the future. Fluctuations between currencies in the past are not necessarily indicative, however, of fluctuations that may occur in the future. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease the Investor's Currency-equivalent yield on the Bonds, the Investor's Currency-equivalent value of the principal payable on the Bonds and the Investor's Currency-equivalent market value of the Bonds.

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

OVERVIEW OF THE PROGRAMME

Issuer	Elenia Verkko Oyj, a public limited liability company incorporated in Finland (registration number 3001882-6) having its registered office at P.O. Box 2, Patamäenkatu 7, FI-33901 Tampere. The shares of the Issuer are 100 per cent. legally and beneficially owned by Elenia Oy. The Issuer has its centre of main interests, and is tax resident, in Finland.
Issuer Legal Entity Identifier (LEI)	743700XGU4ZB5G4RPK50.
PP Note Issuer	The Issuer.
Elenia Oy	Elenia Oy, a limited liability company incorporated in Finland (registration number 2658611-8), having its registered office at P.O. Box 2, Patamäenkatu 7, 33901 Tampere, Finland. The shares of Elenia Oy are 100 per cent. legally and beneficially owned by Elenia Investments. Elenia Oy has its centre of main interests, and is tax resident, in Finland.
Elenia Holdings	Elenia Holdings S.à r.l., a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 20, Boulevard Royal, L-2449 Luxembourg, registered with the Luxembourg register of trade and companies under number B164949 and having a share capital of EUR 25,000. Elenia Holdings has its centre of main interests, and is tax resident, in Luxembourg.
Elenia Investments	Elenia Investments S.à r.l., a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 20, Boulevard Royal, L-2449 Luxembourg, registered with the Luxembourg register of trade and companies under number B236561 and having a share capital of EUR 12,000. Elenia Investments has its centre of main interests, and is tax resident, in Luxembourg.
Security Group	The Issuer, Elenia Oy, Elenia Holdings, Elenia Investments and any other Subsidiary of any member of the Security Group which accedes, <i>inter alia</i> , to the CTA and the STID in accordance with the terms of the Finance Documents.
Security Group Agent	Elenia Verkko Oyj.
Elenia Group	The Elenia Group comprises an electricity distribution business through the Issuer and a customer service business through Elenia Oy as well as Elenia Holdings and Elenia Investments, as the context may require.
Guarantors	<p>Under the STID, each Obligor (other than the Issuer) guarantees the obligations of each other Obligor under the Secured Debt to the Security Trustee. The obligations of the Issuer under the Bonds are irrevocably and unconditionally guaranteed by the other Obligors pursuant to the terms of the guarantee made by each of them in the STID (together, the “Guarantee”).</p> <p>The obligations of each of the Guarantors under the Guarantee and the other Finance Documents to which they are party are secured by the assets of each of the Guarantors other than the Issuer whose respective assets only secure its obligations.</p>

Obligors	The Issuer, Elenia Oy, Elenia Holdings, Elenia Investments and any other person who accedes to, <i>inter alia</i> , the CTA and the STID as an Obligor in accordance with the terms of the Finance Documents (each an “ Obligor ” and together the “ Obligors ” or the “ Obligor Group ”).
Arranger	NatWest Markets N.V.
Dealer	NatWest Markets N.V.
Bondholders	Holders of the Bonds issued by the Issuer from time to time (each a “ Bondholder ” and together the “ Bondholders ”).
ACF Lenders	The lenders under the Authorised Credit Facilities Agreement (the “ ACF Lenders ”).
ACF Agent	Crédit Agricole Corporate and Investment Bank.
Authorised Credit Providers	The “ Authorised Credit Providers ” comprise lenders or other providers of credit or financial accommodation under any Authorised Credit Facility (and include the ACF Lenders, WC Facility Providers, Capex Facility Providers, the PP Noteholders (but only after such PP Notes have been issued) and the Hedge Counterparties).
Secured Creditors	The secured creditors of the Obligors comprise the Bondholders, the Bond Trustee (for itself and on behalf of the Bondholders), the Security Trustee (in its own capacity and on behalf of the other Secured Creditors), the ACF Lenders, the WC Facility Providers, Capex Facility Providers, each Facility Agent under each Authorised Credit Facility, the PP Noteholders, each Hedge Counterparty, each Liquidity Facility Provider, the Liquidity Facility Agent, each Account Bank, the Principal Paying Agent, the Agent Bank, the Transfer Agent, the Registrar, the Exchange Agent, each other Agent, the Calculation Agent, the Issuer Corporate Services Provider, the Standstill Cash Manager, any replacement Cash Manager who is not a member of the Security Group, each other Authorised Credit Provider, any Additional Secured Creditors, each PP Note Secured Creditor Representative and any other entity which provides funding to the Obligors and accedes to the STID and CTA from time to time, and “ Secured Creditor ” means any one of them.
Security Trustee	Citicorp Trustee Company Limited (or any successor trustee appointed pursuant to the terms of the Security Agreements, the STID and any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Secured Creditor in respect of the Secured Debt (the “ Security Documents ”)) acts as security trustee for itself and on behalf of the Secured Creditors and holds, and will be entitled to enforce, the security provided by the Obligors subject to the terms of the Security Documents and the STID.
Bond Trustee	Citicorp Trustee Company Limited (or any successor trustee appointed pursuant to the Bond Trust Deed (as defined below)) acts as Bond Trustee for and on behalf of the Bondholders.
Hedge Counterparties	Each Issuer Hedge Counterparty or, as the context may require, each Borrower Hedge Counterparty (each a “ Hedge Counterparty ”, and together the “ Hedge Counterparties ”).

Issuer Hedge Counterparties	Any counterparty to any Issuer Hedging Agreement (each an “ Issuer Hedge Counterparty ” and together the “ Issuer Hedge Counterparties ”) from time to time.
Issuer Hedging Agreement	The ISDA Master Agreement, the schedule thereto and each confirmation, in each case to be entered into pursuant to the Hedging Policy between the Issuer and an Issuer Hedge Counterparty and the transactions effected thereunder.
Borrower Hedge Counterparties	Any counterparty to any Borrower Hedging Agreement (each a “ Borrower Hedge Counterparty ” and together the “ Borrower Hedge Counterparties ”) from time to time.
Borrower Hedging Agreement	The ISDA Master Agreement, the schedule thereto and each confirmation, in each case to be entered into pursuant to the Hedging Policy between the Issuer and a Borrower Hedge Counterparty and the transactions effected thereunder.
Account Bank	The Original Account Bank; and any successor to the Original Account Bank or any additional account bank appointed pursuant to the terms of any Account Bank Agreement, provided that in each case such account bank satisfies the Minimum Long Term Rating as at the date of its appointment.
Cash Manager	The Issuer or, during a Standstill Period or following the termination of a Standstill Period (except in certain cases as set out in the STID), the Standstill Cash Manager, which will initially be National Westminster Bank Plc or any other initial or any successor Standstill Cash Manager appointed in accordance with the terms of the CTA.
Effective Date Liquidity Facility Provider(s)	The lenders under the Amended and Restated Liquidity Facility Agreement.
Principal Paying Agent	Citibank, N.A., London Branch acts as principal paying agent (or any successor principal paying agent appointed pursuant to the Agency Agreement) (the “ Principal Paying Agent ”) and, together with any other paying agent appointed by the Issuer from time to time (each a “ Paying Agent ”), provides certain issue and paying agency services to the Issuer in respect of the Bonds.
Registrar	Citibank Europe PLC (or any successor registrar appointed pursuant to the Issuer Transaction Documents) acts as registrar and provides certain registrar services to the Issuer in respect of any Bonds issued in registered form.
Transfer Agent	Citibank, N.A., London Branch (or any successor transfer agent appointed pursuant to the Finance Documents) acts as transfer agent and provides certain transfer agency services to the Issuer in respect of any Bonds issued in registered form.
Exchange Agent	Citibank, N.A., London Branch (or any successor transfer agent appointed pursuant to the Finance Documents) acts as exchange agent and provides certain exchange services to the Issuer in respect of any Bonds issued in registered form.
Agent Bank	Citibank, N.A., London Branch (or any successor agent bank appointed pursuant to the Agency Agreement) acts as agent bank (the “ Agent Bank ”) in respect of the Bonds.

Rating Agencies

S&P.

Use of Proceeds

The net proceeds of each Tranche of Bonds will be applied towards, amongst other things, general corporate purposes including:

- (a) to refinance indebtedness arising from the Authorised Credit Facilities from time to time; and
- (b) towards fees, costs, expenses, stamp, registration and other taxes incurred in connection with the above.

CTA

Each of, among others, the Obligors, the Issuer, the Security Trustee, the Bond Trustee, the Cash Manager, the Security Group Agent, the Effective Date Liquidity Facility Providers, the ACF Arrangers, the LF Arrangers, the Original Initial ACF Lenders, the Initial ACF Agent and the Liquidity Facility Agent, the Initial Borrower Hedge Counterparties and the Account Bank have entered into a common terms agreement dated 10 December 2013 as amended and restated on 3 September 2018 and on 20 December 2019 (the CTA). The CTA sets out the representations, covenants (positive, negative and financial), Trigger Events and Events of Default which will apply to the Secured Debt including any Authorised Credit Facility (which will include any Bonds issued under this Programme).

“Authorised Credit Facility” means any facility or agreement entered into by any Obligor for Secured Debt as permitted by the terms of the CTA, the providers of which are parties to or have acceded to the STID and the CTA, and includes the Bonds, the Bond Trust Deed, the WC Facility, the Capex Facility, the Liquidity Facilities, the Hedging Agreements, each PP Note Purchase Agreement, the PP Notes and: (a) any fee letter or commitment letter entered into in connection with the foregoing facilities or agreements or the transactions contemplated in the foregoing facilities; and (b) any other document (not being the Dealership Agreement, a Subscription Agreement or a Common Document) that has been entered into in connection with the foregoing facilities or agreements or the transactions contemplated thereby that has been designated as a document that should be deemed to be an Authorised Credit Facility for the purposes of this definition by the parties thereto (including at least one Obligor).

For further details of the CTA, see *“Summary of the Common Documents – Common Terms Agreement”* below.

Standstill and Enforcement

On the occurrence of an Event of Default, the Security granted by the relevant Obligors may be enforced at any time by the Security Trustee at the direction of the Majority Creditors (provided that the relevant Quorum Requirement has been met). On the occurrence of an Event of Default, the Secured Creditors will not be otherwise permitted to enforce the Security until the earliest of: (a) the date of the commencement of any Insolvency Proceedings in relation to any Obligor; and (b) the date on which the requisite percentage (in accordance with the STID) of Participating Qualifying Secured Creditors vote to terminate the Standstill Period in accordance with the STID.

Security Trust and Intercreditor Deed

Each of the Obligors and the Secured Creditors have entered into a security trust and intercreditor deed dated 10 December 2013 (the **“STID”**). The STID sets out the intercreditor arrangements in respect of the Security Group (the **“Intercreditor Arrangements”**). The

Intercreditor Arrangements bind each of the Secured Creditors, including the Bondholders and each of the Obligors.

The purpose of the Intercreditor Arrangements is to regulate, among other things: (a) the claims of the Secured Creditors (including the Bondholders); (b) the exercise, acceleration and enforcement of rights by the Secured Creditors (including the Bondholders); (c) the rights of the Secured Creditors (including the Bondholders) to instruct the Security Trustee; (d) the Entrenched Rights and the Reserved Matters of the Secured Creditors (including the Bondholders); and (e) the giving of consents and waivers and the making of modifications to the Common Documents.

The Intercreditor Arrangements also provide for the ranking in point of payment of the claims of the Secured Creditors both before and after the delivery of an Acceleration Notice and for the subordination of all claims of Subordinated Intragroup Creditors or claims among the Security Group.

For further details of the STID, see “*Summary of the Common Documents – Security Trust and Intercreditor Deed*” below.

Hedging

Pursuant to the CTA, the Security Group (including the Issuer) will be subject to a hedging policy (the “**Hedging Policy**”) such that (unless the Hedging Policy requires or permits otherwise) at all times the Issuer are hedged as regards: (a) interest rates to ensure that at any time: (i) a minimum of 85 per cent. of the total outstanding Relevant Debt: (A) is fixed rate; (B) is index-linked; or (C) effectively bears a fixed or index-linked rate pursuant to a Hedging Agreement until the end of the then current Regulatory Period; (ii) a minimum of 50 per cent. of the total outstanding Relevant Debt: (A) is fixed rate; (B) is index-linked; or (C) effectively bears a fixed or index-linked rate pursuant to a Hedging Agreement until the end of the immediately following Regulatory Period; (iii) during the period from and including the Initial Issue Date until and excluding the date falling one year after the Initial Issue Date, no more than 105 per cent. of the total Relevant Debt: (A) is fixed rate; (B) is index-linked; or (C) effectively bears a fixed or index-linked rate pursuant to a Hedging Agreement; and (iv) beginning from one year after the Initial Issue Date, no more than 102.5 per cent. of the total Relevant Debt: (A) is fixed rate; (B) is index-linked; or (C) effectively bears a fixed or index-linked rate pursuant to a Hedging Agreement; and (b) all currency risk in respect of foreign currency denominated debt instruments.

For the purposes of the above, “**Relevant Debt**” means without double counting the Secured Debt from time to time (disregarding for these purposes the notional amount under any Hedging Agreement and the commitments under any Liquidity Facility Agreement, the WC Facility and the Capex Facility).

For further details of the Hedging Policy, see “*Summary of the Common Documents – Common Terms Agreement – Hedging Policy*” below.

The Hedging Policy does not apply to any Treasury Transaction entered into by members of the Security Group in the ordinary course of business and for non-speculative purposes where the counterparty does not accede to the STID.

For further details of the Treasury Transactions, see “*Summary of the Common Documents – Common Terms Agreement – Hedging Policy*” below.

Liquidity Facility and Debt Service Reserve Account

The Issuer will have the benefit of a liquidity facility provided pursuant to a liquidity facility agreement (the “**Liquidity Facility Agreement**”) with certain lenders (each a “**Liquidity Facility Provider**” and together the “**Liquidity Facility Providers**”) or a Debt Service Reserve Account which, in aggregate, must at all times be at least equal to their respective projected interest and commitment or commission payments and payments of principal that are part of scheduled amortisation of the Secured Debt and net payments (other than accretion payments, payments on any break or final or termination payments under any Hedging Agreements) under the Hedging Agreements for the following 12 months (calculated on a rolling basis on each Calculation Date) (in aggregate, the “**Liquidity Required Amount**”).

Governing law

The Common Documents, the Finance Documents, the Security Agreement, the Dealership Agreement and any Subscription Agreement and any non-contractual obligations arising out of or in connection in respect thereof, are (except for the Security Documents (excluding the Security Agreement)) governed by English law. The Security Documents (other than the Security Agreement) are governed by Finnish law and Luxembourg law (as applicable).

Programme Size

Up to €3,000,000,000 (or its equivalent in other currencies) aggregate nominal amount of Bonds outstanding at any time as increased from time to time by the Issuer.

Purpose of the Programme

- (a) To refinance the Existing Indebtedness.
- (b) Towards fees, costs, expenses, stamp, registration and other taxes incurred in connection with the matters described in paragraph (a) above.
- (c) The general corporate purposes of the Obligors.

Issuance in Series and Tranches

Bonds issued under the Programme will form a single class and be issued in Series on each Issue Date. Each Series may comprise one or more Tranches issued on different issue dates. Bonds issued after the initial issuance may be fungible with the Bonds issued on or after the Initial Issue Date or may be issued on different terms in accordance with the Bond Trust Deed.

On each Issue Date, the Issuer will issue the Tranches of Bonds set out in the Final Terms or Pricing Supplement, as the case may be, published on the relevant Issue Date.

Certain Restrictions

Each issue of Bonds denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time including the restrictions applicable at the date of this Base Prospectus. See “*Subscription and Sale*” below.

Bonds having a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000, as amended (“**FSMA**”) unless they are issued to a limited class of professional

investors and have a denomination of at least €100,000 or its equivalent. See “*Subscription and Sale*” below.

Currencies

Euro, Sterling, U.S. dollars and, subject to any applicable legal or regulatory restrictions, any other currency agreed between the Issuer and the relevant Dealer.

Final Terms, Pricing Supplement or Drawdown Prospectus

Bonds issued under the Programme may be issued either: (a) pursuant to this Base Prospectus and associated Final Terms or Pricing Supplement (as the case may be); or (b) pursuant to a standalone Drawdown Prospectus.

Denomination of Bonds

Bonds will be issued in such denominations as may be specified in the relevant Final Terms or Pricing Supplement, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements applicable to the currency of the relevant Tranche of Bonds. Bonds which are to be admitted to trading on a regulated market within the UK or offered to the public in the UK in circumstances which require the publication of a prospectus under the UK Prospectus Regulation, the minimum specified denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Bonds); and (ii) in any other case, the minimum specified denomination of each Bond will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant currency.

Redenomination

The applicable Final Terms or Pricing Supplement may provide that certain Bonds may be redenominated in euro. The relevant provisions applicable to any such redenomination will be contained in Condition 19 (*European Economic and Monetary Union*).

Maturities

Subject to any law or regulation applicable to the Issuer or the relevant specified currency, the Bonds will have such maturities as may be agreed between the Issuer and the relevant Dealer.

In certain circumstances, where Bonds have a maturity of less than one year, such Bonds will be subject to limitations to ensure the Issuer complies with section 19 of FSMA. For further details, please see the United Kingdom selling restrictions as set out in the “*Subscription and Sale*” section of this Base Prospectus and the Final Terms or Pricing Supplement (as the case may be) for any particular Tranche of Bonds.

Issue Price

Bonds may be issued on a fully-paid basis and at an issue price which is at par or at a discount to, or premium over, par, as set out in the relevant Final Terms or Pricing Supplement (as the case may be).

Interest

Bonds will, unless otherwise specified in the relevant Final Terms or Pricing Supplement (as the case may be), be interest-bearing and interest will be calculated (unless otherwise specified in the relevant Final Terms or Pricing Supplement) on the Principal Amount Outstanding (as defined in the Conditions) of such Bonds. Interest will accrue at a fixed or floating rate and will be payable in arrears, as specified in the relevant Final Terms or Pricing Supplement, or on such other basis and at such rate as may be so specified. Interest will be calculated on the basis of such Day Count Fraction (as defined in the Conditions) as may be agreed between the Issuer and the relevant Dealer as specified in the relevant Final Terms or Pricing Supplement.

Form and Status of Bonds	<p>The Bonds will constitute unconditional obligations of the Issuer. Bonds will rank <i>pari passu</i> without preference or priority in point of security among themselves and will be issued in bearer or registered form.</p> <p>Bonds issued in registered form shall not be exchangeable for Bonds issued in bearer form and vice versa.</p> <p>The Bonds represent the right of the holders of such Bonds to receive interest (where applicable) and principal payments from the Issuer in accordance with the terms and conditions of the Bonds and the Bond Trust Deed entered into by the Issuer and the Bond Trustee in connection with the Programme (the “Bond Trust Deed”).</p>
Fixed Rate Bonds	Fixed interest will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer.
Floating Rate Bonds	<p>Floating Rate Bonds will bear interest at a rate determined on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service plus the applicable margin (if any).</p> <p>The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer for each Tranche of Floating Rate Bonds.</p>
Other provisions in relation to Floating Rate Bonds	The Floating Rate Bonds may also have a maximum interest rate, a minimum interest rate (or any combination of the foregoing).
Benchmark Discontinuation	In the case of Floating Rate Bonds, if a Benchmark Event occurs, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser (as defined in Condition 7) to determine a Successor Rate, failing which an Alternative Rate, and in either case, an Adjustment Spread and any Benchmark Amendments, as further described in Condition 7.
Interest Periods and Payment Dates	Such interest periods and interest payment dates as the Issuer and the relevant Dealer may agree in relation to a particular Tranche of Bonds.
Final Redemption	As set out in Condition 8(a) (<i>Final Redemption</i>), if a Tranche of Bonds has not previously been redeemed in full, such Tranche shall be finally redeemed at its Principal Amount Outstanding plus accrued interest on the Final Maturity Date as specified in the applicable Final Terms or Pricing Supplement.
Optional Redemption	<p>As set out in Condition 8(b) (<i>Optional Redemption</i>), the Issuer may (prior to the Final Maturity Date (as defined in the Conditions)) redeem Bonds in whole or in part (but on a <i>pro rata</i> basis only) upon giving not more than 60 nor fewer than 15 days’ prior written notice to the Bond Trustee, the Secured Creditors and the Bondholders on:</p> <ul style="list-style-type: none"> (a) in respect of Fixed Rate Bonds, any Business Day; or (b) in respect of Floating Rate Bonds, any Interest Payment Date, <p>in each case, at their Redemption Amount (as defined in the Conditions).</p>
Mandatory Redemption upon application of amounts standing	As set out in Condition 8(e) (<i>Mandatory redemption upon application of amounts standing to the credit of the Defeasance Account</i>), the Issuer

to the credit of the Defeasance Account

may apply amounts standing to the credit of the Defeasance Account to redeem Bonds in whole or in part (but on a *pro rata* basis only) upon giving not more than 60 nor fewer than 15 days' prior written notice to the Bond Trustee, the Secured Creditors and the Bondholders on any Interest Payment Date at their Redemption Amount (as defined in the Conditions).

Redemption for Taxation Reasons

As set out in Condition 8(d) (*Redemption for Taxation Reasons and Illegality*), in order to avoid the relevant deductions, withholding or illegality, the Issuer upon satisfying Conditions 8(d)(i), (ii) or (iii), may use its reasonable endeavours to arrange the substitution of a company incorporated under the laws of another jurisdiction approved by the Bond Trustee as principal debtor under the Bonds upon satisfying Condition 15 (*Passing of resolutions by Bondholders, Modification, Waiver and Substitution*) or convert any Bearer Bonds into Registered Bonds in accordance with Condition 2(a) (*Exchange of Bonds*) if such conversion will be effective to avoid the relevant deductions, withholding or illegality.

If the Issuer (or the Guarantor) elects not to seek to avoid the relevant deductions or is unable to avoid the relevant deductions in accordance with Condition 8(d) (*Redemption for Taxation Reasons and Illegality*), and, as a result, the relevant deduction or withholding or illegality is continuing then the Issuer may, upon giving not more than 15 nor less than five Business Days' prior written notice to the Bond Trustee, the Guarantors, the Secured Creditors and the Bondholders in accordance with Condition 17 (*Notices*), redeem all (but not some only) of the affected Tranche of Bonds on any Interest Payment Date at (1) their Principal Amount Outstanding plus accrued but unpaid interest thereon or (2) in respect of a redemption as a result of the occurrence of the circumstances set out in Condition 8(d)(iii) (*Redemption for Taxation Reasons and Illegality*) where such change in deductibility is in respect of interest payable by the Issuer or any Obligor under any Subordinated Liabilities, the amount for the affected Tranche of Bonds in respect of a redemption to which Condition 8(b) (*Optional Redemption*) would apply (irrespective of whether the Final Terms or Pricing Supplement provides that such Condition applies in respect of the affected Tranche of Bonds).

Taxation

All payments in respect of Bonds, including under the Guarantee, will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied. To the extent that withholding or deduction of taxes, duties, assessments or governmental charges is required by law, the Issuer and the Guarantors will be obliged to pay additional amounts in respect of any such withholding or deduction, subject to the exceptions set out in Condition 10 (*Taxation*).

All payments in respect of the Bonds will be subject in all cases to: (a) any fiscal or other laws and regulations applicable thereto in the place of payment; and (b) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 to 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

Security	The obligations of the Issuer, including in respect of the obligations owed under the Bonds, and the other Obligor are secured pursuant to the Security Documents. See “ <i>Summary of the Finance Documents</i> ” below.
Guarantee	As set out in the STID, payment of amounts owed by the Issuer under the Bonds will be irrevocably and unconditionally guaranteed by the Guarantors. The obligations of the Guarantors under the Guarantee constitute direct obligations of the Guarantors secured against the assets of the Guarantors.
Covenants	The representations, warranties, covenants and events of default which will apply to the Bonds are set out in the CTA and the Bond Trust Deed. See “ <i>Summary of the Common Documents – Common Terms Agreement</i> ” and “ <i>Summary of the Issuer Transaction Documents – Bond Trust Deed</i> ”.
Distribution	Bonds may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Bond Purchases	<p>As set out in Condition 8(f) (<i>Purchase of Bonds</i>), each of the Issuer, a nominee of the Issuer or any other Obligor may, provided that no Event of Default has occurred and is continuing, purchase Bonds (together with all unmatured Coupons and unexchanged Talons (if any) appertaining thereto) in the open market or otherwise (but not, for the avoidance of doubt, in any initial distribution of Bonds) at any price (without any obligation to surrender such Bonds for cancellation other than as set out in Condition 8(g) (<i>Cancellation</i>)) and, to the extent that such Bonds have not been cancelled, may resell them in the open market or otherwise at any price.</p> <p>Any Bond purchased by the Issuer, a nominee of the Issuer or any other Obligor shall, for so long as it is held by it (or on its behalf), cease to have voting rights and be excluded from any quorum or voting calculations set out in the Conditions.</p>
Listing	It is expected that the Bonds issued under the Programme will be admitted to the Official List and admitted to trading on the Main Market.
Ratings	<p>The ratings assigned to the Bonds by the Rating Agencies reflect only the views of the Rating Agencies. The ratings of a particular Tranche of Bonds will be specified in the relevant Final Terms or Pricing Supplement.</p> <p>A rating is not a recommendation to buy, sell or hold securities and will depend, among other things, on certain underlying characteristics of the business and financial condition of the Security Group. A rating may be subject to suspension, change or withdrawal at any time by the assigning Rating Agency.</p>
Events of Default	<p>The events of default under the Finance Documents (other than any Liquidity Facility Agreement and any Hedging Agreements) are set out in Schedule 4 (<i>Events of Default</i>) of the CTA. They are summarised and include, but are not limited to, the following:</p> <p>(a) failure to pay (with a three-Business Day remedy period by an Obligor where failure to pay is caused by administrative or technical error);</p>

- (b) breach of the relevant Default Ratio (subject to exercise of any equity cure right);
- (c) breach of (i) the Restricted Payments, (ii) another covenant by an Obligor which has a Material Adverse Effect or misrepresentation (in each case with a 20 Business Day remedy period if capable of being remedied);
- (d) insolvency, insolvency proceedings, winding up or analogous event in respect of an Obligor other than:
 - (i) any winding-up petition which is (a) being contested in good faith by any Obligor; or (b) frivolous or vexatious and discharged, stayed or dismissed within 20 Business Days of commencement or, if earlier, the date on which it is advertised;
 - (ii) any step or procedure contemplated by paragraph (b) of the definition of Permitted Transaction;
 - (iii) in respect of any such action, legal proceedings or step is over or relating to assets the aggregate value of which does not exceed €10,000,000;
 - (iv) where the relevant indebtedness arises under Subordinated Liabilities or Subordinated Intragroup Liabilities;
- (e) rescission or repudiation of any Finance Document by an Obligor, the failure of any party to the STID (other than a Finance Party or Obligor) to comply with their obligations thereunder, or any representation under the STID being incorrect in any material respect (subject to a ten-Business Day remedy period);
- (f) the termination of the Networks Licence or any authorisation which is required for the Permitted Business of any Obligor or the Networks Licence is amended and such amendment has resulted in a Material Adverse Effect (other than where: (i) the Networks Licence or authorisation is replaced on terms not materially less favourable and (ii) such termination (other than in the case of the Networks Licence) would not reasonably be likely to have a Material Adverse Effect;
- (g) if it becomes unlawful for any Obligor to perform its material obligations under any Finance Document to which it is a party or any Security Interest created by the Security Documents or any subordination created under the STID ceases to be effective or is or becomes unlawful;
- (h) any obligation or obligations of any Obligor under the Finance Document becoming invalid or unenforceable against any Obligor;
- (i) the authority or ability of any member of the Security Group to conduct its business being materially limited or wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to any member of the Security Group

or any of its material assets, in each case, in a manner or to an extent which has a Material Adverse Effect (unless adequate compensation on termination to address such Material Adverse Effect is payable to the Security Group and the Rating Agencies have not downgraded the Bonds below Investment Grade (without prejudice to any other Event of Default which may occur under the CTA as a consequence of such events));

- (j) any Obligor fails to comply with any judgment of any court and such failure has a Material Adverse Effect;
- (k) the enforcement of any execution proceedings in relation to any assets of an Obligor which would reasonably be expected to have a Material Adverse Effect or the commencement of any litigation against any of the Obligors which is likely to be adversely determined and which, if adversely determined, would reasonably be expected to have a Material Adverse Effect; and
- (l) as a result of an event of default: (i) any Financial Indebtedness (not being Secured Debt or any subordinated Financial Indebtedness) of any Obligor is not paid when due nor within any applicable grace period (subject to a €5,000,000 threshold); or (ii) more than €20,000,000 of the Financial Indebtedness of any Obligor is declared or is capable of being declared due and payable prior to its specified maturity,

subject to certain qualifiers and thresholds as more fully set out in the section entitled “*Summary of the Common Documents – Common Terms Agreement*” below.

These Events of Default apply to all Secured Debt including, but not limited to, the issuance by the Issuer of the Bonds under this Programme.

Trigger Events

The trigger events under Schedule 3 (*Trigger Events*) of the CTA (each, a “**Trigger Event**”) are summarised as follows and include, but are not limited to, the following:

- (a) the amount available under a Liquidity Facility Agreement at any time and the amount credited to a Debt Service Reserve Account is in aggregate less than the Liquidity Required Amount;
- (b) breach of the relevant Trigger Event Ratio Levels;
- (c) the aggregate of the amount of: (i) the Issuer’s operating cash flows available or forecast to be available to meet its Capital Expenditure and working capital requirements for the next 12 months; and (ii) amounts available to be drawn in the next 12-month period under the Capex Facility and WC Facility is less than the aggregate of the forecast Capital Expenditure and working capital requirements projected for the next 12 months;
- (d) a Regulator gives the Issuer notice of any proposed or actual modification to the Networks Licence which has, or would reasonably be expected to have, a Material Adverse Effect or result in a breach of Default Ratios;

- (e) receipt by the Issuer of a written notice from the Regulator or other proceedings in respect of the transfer of its electricity system to another system operator in each case where such transfer is reasonably likely to occur and would, or would be reasonably likely to have a Material Adverse Effect or result in a breach of the Default Ratios;
- (f) draft legislation reaching a final reading which, if enacted, would, or would reasonably be expected to have a Material Adverse Effect or result in a breach of the Default Ratios;
- (g) there is a drawdown (other than a Standby Drawing) under the Liquidity Facility or drawing from the Debt Service Reserve Account or a Liquidity Standby Account, if such withdrawal is for the purposes of making scheduled payments on the Senior Debt;
- (h) an Event of Default has occurred and is subsisting following the expiry of any applicable grace or remedy period;
- (i) the rating sought by the Issuer and which is assigned to the Bonds by the Rating Agencies falls below Investment Grade;
- (j) the Auditors qualify their report on any audited financial statements and such qualification has or is reasonably expected to have a Material Adverse Effect;
- (k) on any Calculation Date, the aggregate amount of accretion by indexation of any Super Senior Hedge Agreements which hedge payments to be made by reference to indexation is greater than 8 per cent. of the aggregate principal amount of Senior Debt on such date; or
- (l) the Permitted Non-Core Business Limit is exceeded on two consecutive Calculation Dates,

subject to certain qualifiers and thresholds as more fully set out in the section entitled “*Summary of the Common Documents – Common Terms Agreement*” below.

Consequences of a Trigger Event

If a Trigger Event occurs and is continuing, then:

- (a) the Security Trustee may request the Security Group, or such members thereof as the Security Trustee may consider appropriate or as it may be directed to request by the Qualifying Secured Creditors (acting reasonably) representing at least 20 per cent. of the Outstanding Principal Amount under the Qualifying Secured Debt provided the Trigger Event is continuing for 12 months or more: (i) to provide the Security Trustee within a specified timeframe being not less than 30 Business Days with its written proposals for the remedy of the Trigger Event (to the extent the same is capable of remedy by the Security Group); and/or (ii) to meet with the Security Trustee and such Secured Creditor Representatives as the Security Trustee may request to discuss the ramifications of the Trigger Event and its remedy;

- (b) no Restricted Payment may be made by any Obligor until the Calculation Date after cure of the Trigger Event, provided no Trigger Event is then subsisting; and
- (c) provided the Trigger Event is continuing for 12 months or more, the Security Group must provide such information as to the relevant Trigger Event (including its causes and effects) as may be requested by the Security Trustee acting on the instructions of the Qualifying Secured Creditors (acting reasonably) representing at least 20 per cent. of the Outstanding Principal Amount under the Qualifying Secured Debt.

Remedy of Trigger Events

The CTA will provide for the manner in which Trigger Events may be remedied and in respect of financial covenants will be treated as cured on the next Calculation Date on which the relevant covenant is satisfied.

Obligations of the Security Trustee

The Security Trustee will, in acting as mentioned above, be acting in that capacity as if it were enforcing security and it shall, therefore, be acting on the instructions of the Qualifying Secured Creditors in accordance with the Security Documents. The Obligors will acknowledge in the Security Documents that the Security Trustee shall be accountable only to the Secured Creditors and shall have no obligation to the Obligors.

Selling Restrictions

There are restrictions on the offer, sale and transfer of the Bonds in the United States, the EEA, the United Kingdom and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Bonds. See “*Subscription and Sale*” below.

Investor Information

Elenia Verkko Oyj, as Security Group Agent, is required to produce an Investor Report semi-annually on each Reporting Date which will be posted on the Designated Website. Elenia Oy is also required to publish annual audited accounts and an auditors’ report along with semi-annual unaudited accounts and compliance certificates.

BUSINESS OF ELENIA

ELENIA GROUP OVERVIEW

As at the date of this Base Prospectus, the operative Elenia group comprises an electricity distribution business through the Issuer and a customer service business through its parent company, Elenia Oy which is in turn owned by Elenia Investments, a subsidiary of Elenia Holdings (together, the “**Elenia Group**” or “**Elenia**”)¹. Elenia operates in Finland. It is headquartered in Tampere and has offices in Helsinki, Heinola, Jyväskylä, Mikkeli, Seinäjoki and Oulainen. The financial results of Elenia are predominantly driven by the Issuer. In 2021, the Issuer accounted for approximately 98 per cent. of Elenia’s revenues.

Financial Policy

Elenia has two financial covenants in its financing agreements: Interest Coverage Ratio (ICR) and Leverage Ratio (LR). For each relevant period until 31 December 2027, trigger event ratio levels are 1.46x for ICR and 10.18x for LR and the default ratios are 0.96x for ICR and 11.33x for LR. As at the date of this Base Prospectus, Elenia is in compliance with the financial covenants and retains adequate headroom to both financial covenants on a historical and forward-looking basis.

Elenia and its shareholders are committed to retain FFO to debt at the minimum level of 8 per cent. and debt to EBITDA to stay below 9x (excluding the impact of IFRS 15). As at the date of this Base Prospectus, S&P² has affirmed a BBB issue rating on the senior secured debt of the Issuer with stable outlook indicating that FFO to debt will remain at least at 8 per cent. while debt to EBITDA stays below 9x. (See further “*Selected Financial Overview – Alternative Performance Measures*”).

Elenia Oy

Elenia Oy engages in the customer service business, procurement, construction and project management business and it builds and operates a passive fibre-to-the-home network. Elenia Oy provides customer service and diverse services related to the electricity market to energy companies, for instance, Lahti Energia, Loimua, Suur-Savon Sähkö and Tampereen Sähkölaitos. Through its customer companies, Elenia Oy serves more than one million energy sector customers in Finland. Since 2019, Elenia Oy has installed passive fiber optic cable infrastructure primarily in connection with the construction of weatherproof underground electricity cables.

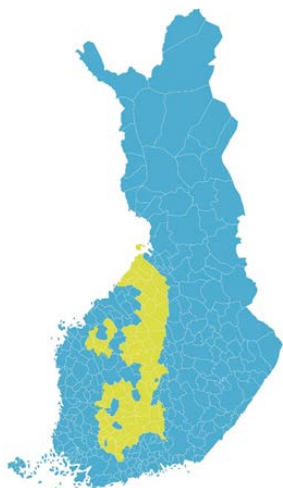
Elenia Verkko Oyj

The Issuer is the second largest electricity distributor in Finland with a 12 per cent. market share measured by number of customers³. The Issuer has operations in more than 100 cities and municipalities with approximately 76,000 km of distribution network. In 2021, total electricity distribution volume was 6,643 GWh. The Issuer operates in the central part of Finland spanning a geographical area of nearly 600 km in length from Southern Häme to Northern Ostrobothnia, as indicated as yellow in the map below:

¹ Elenia Verkko Oyj has wholly-owned subsidiary Elenia Innovations Oy, which is a dormant company and has no operations.

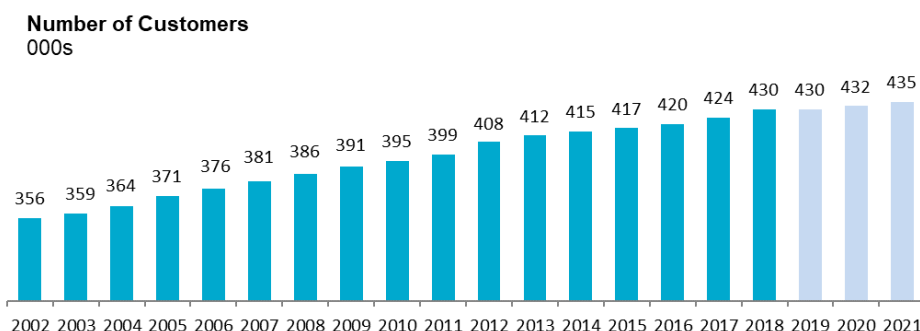
² www.elenia.fi/en/investors/credit-ratings; <https://www.elenia.fi/files/cc37d5775a74486cc54cfd971cbf6aa407bac0b3/elenia-verkko-oyj-rating-downgrade-to-bbb-28-january-2022.pdf>

³ Source: EA (www.energiavirasto.fi/verkkotoiminnan-julkaisut)



As a regional monopoly, the Issuer is regulated and it serves all customers within its licensed distribution area. As part of the licence, the EA specifies the area within which a DSO may operate and the EM Act 2013 specifically states that the relevant licence holder has the exclusive right to build and operate a distribution network in its area of responsibility. Regulation is based on the principle that the DSO should earn a reasonable return on capital that over the long-term is equal to its weighted average cost of capital (in addition to certain incentives) as determined by the methodology issued by the EA. See further “*Selected Aspects of Finnish Regulation Overview*” below.

The Issuer has historically benefitted from timely receipt of payments from electricity users as it invoices end-users directly. The customer base of the Issuer has grown steadily at the average growth rate of 1.1 per cent. since 2002, as demonstrated in the graph below:⁴



In 2021, the five largest customers of the Issuer represented approximately 2 per cent. of the revenues, demonstrating the low concentration in customer base.

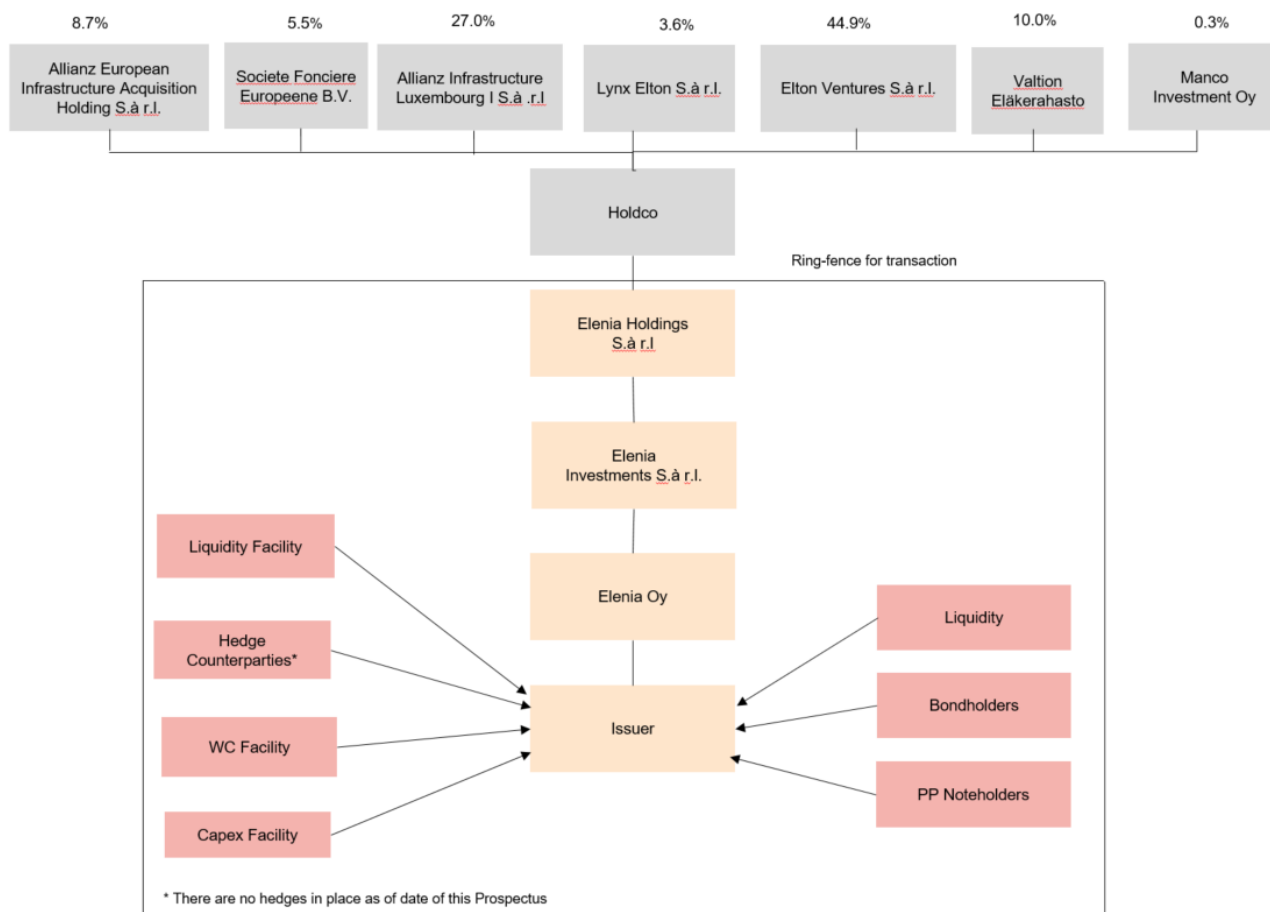
The Issuer has a focused strategy that seeks to deliver efficient investment management to enhance security of supply, maintain on-going operational excellence through partnerships, facilitate innovation to drive industry progress and retain a strong emphasis on customer service.

Shareholders

The majority of Elenia is owned by a consortium of committed infrastructure investors: Société Foncière Européenne B.V., Allianz Infrastructure Luxembourg I S.à r.l., Lynx Elton S.à r.l., Allianz European Infrastructure Acquisition Holding S.à r.l, Elton Ventures S.à r.l., Valtion Eläkerahasto (State Pension Fund) and Manco Investment Oy.

⁴ In 2019 Elenia changed the way it reports number of customers. The official number reported to the EA includes approximately 4,000 households that have solar power both as users of electricity and producers of electricity. These have been excluded from 2019 onwards.

Simplified Debt Structure as at the Date of the Base Prospectus



Reorganisation of Elenia in 2020

Elenia went through a reorganisation in July 2020. Elenia Finance Oyj (the Issuer at the time) was merged, among other companies, with and into Elenia Verkko Oyj which became the principal operating company in Elenia and assumed the rights and obligations of Elenia Finance Oyj as the Issuer in respect of the outstanding notes.

The key reasons for the reorganisation were to simplify and reduce administration-related costs, make the structure of Elenia more transparent by removing legacy holding companies that were no longer needed, to unwind structuring arrangements that were no longer required for the credit rating attributed to the Secured Debt and to bring the operating assets and the cash flows of the networks business within the same entity as its interest costs and financing cash flows, resulting in a simpler and more reliable servicing of debt.

For further information, please see “*Presentation of Financial Information following the Corporate Reorganisation*” on pages 3 and 4 of the 2021 Base Prospectus (which are incorporated by reference into this Base Prospectus) and “*Summary of the Common Documents – General Overview*” below.

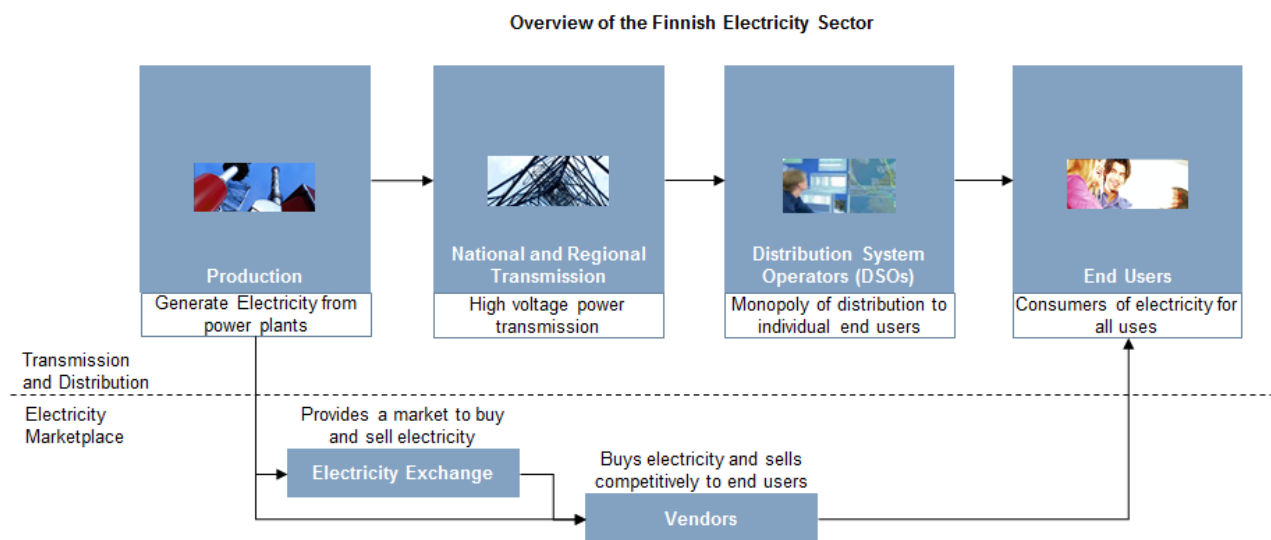
ELECTRICITY MARKET IN FINLAND

Finland was one of the first countries in Europe to liberalise its electricity market. Beginning in 1995 and since 1998, transmission and distribution of electricity have been independently regulated by the EA under a regulatory framework established in 1995 by the Electricity Market Act, which was reformed in 2013 by the EM Act 2013. For more information on the changes to the EM Act 2013, see “*Selected Aspects Of Finnish Regulation Overview*” below.

The Electricity Market Act liberalised the Finnish electricity market by reducing or, in some cases, completely removing regulation that prevented competition in electricity generation, sales and cross-border trade. In addition, the Electricity Market Act separated the electricity industry into two distinct operations: (i) the electricity transmission and distribution operations that are natural monopolies and (ii) the marketplace for buying and selling electricity, which enabled all electricity users, including private households, to choose their preferred electricity supplier.

As at the date of this Base Prospectus, Elenia is of the opinion that Finland has a stable and independent regulatory regime for electricity distribution. This has cultivated a longstanding regulatory framework. The Finnish regulatory regime has historically sought to enhance the security of electricity supply, in addition to allowing companies a reasonable rate of return for investing in the network.

Transmission and Distribution of Electricity from Production to End-Users in Finland



National and Regional Transmission of Electricity

Generated electricity is delivered to end-users initially through the national transmission network, then through high-voltage distribution networks and finally through the local distribution networks.

The sole transmission system operator (“**TSO**”) in Finland is Fingrid Oyj (“**Fingrid**”), which is regulated on a similar basis to the DSOs. Fingrid is responsible for high-voltage power transmission across the national transmission network. There are also over 10 high-voltage distribution network operators that operate networks primarily with voltage level 110 kilovolts (“**kV**”). To minimise transmission losses, the voltage of the national transmission network is high, between 110 and 400 kV.

The distribution networks are approximately 408,000 kilometres in length⁵. High-voltage networks are built as overhead lines and low-voltage (distribution) networks consist of both overhead lines and underground cables. In recent years, the proportion of underground cables has risen rapidly, consistent with the regulatory focus on security of supply.

DSOs and Market Structure

In Finland, there are more than 3 million (household and industrial) electricity users. DSOs invoice end users for distribution charges directly. In some instances, DSOs also include the electricity sales fee from the relevant vendor in the same invoice. The supply of electricity to end users is a competitive industry. Vendors buy electricity from power plants, electricity exchange (Nord Pool) or generate it using their own plants and then sell to end-users. There are currently more than 70 electricity vendors in Finland.

Electricity distribution is a regulated, regional monopoly business in Finland. The network licence granted by the EA to a DSO specifies the licensee’s geographical area of responsibility. Within this area, that DSO has an exclusive right to carry out the business of electricity distribution. Under the network licence, each DSO is

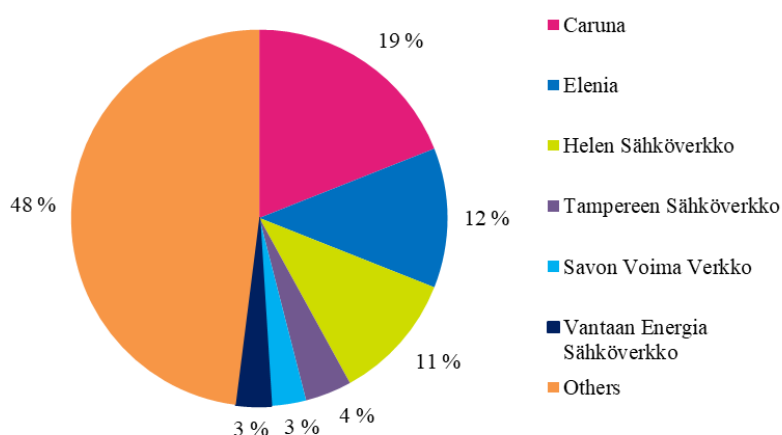
⁵ Source: EA (www.energiavirasto.fi/verkkotoiminnan-julkaisut)

under an obligation to maintain and develop its network, to connect customers and power generating plants to its network, as well as to distribute electricity. The DSO is responsible for the condition of the network and the security of supply to consumers.

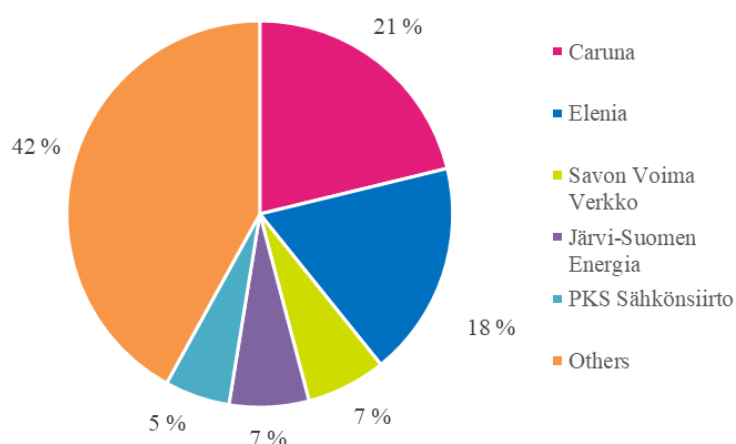
Pursuant to the official position of the Council of European Energy Regulators, DSOs should act as neutral energy market facilitators, providing core activities to all energy market participants. The core activities include: (a) planning, developing, operating, maintaining and developing its distribution network; (b) ensuring that the sufficient grid capacity is available; (c) connecting and disconnecting users to/from the grid; and (d) distributing electricity. DSOs must run their businesses in a way which reflects the reasonable expectations of network users and other energy market stakeholders, enabling new business models where possible. DSOs must act in the public interest, taking account of the costs and benefits of different activities. The Elenia Group recognises that new opportunities may appear that will eventually help DSOs deliver benefits to energy consumers and other energy market participants. Disruptive technology, energy storage and distributed electricity generation will continue to change the role and core business models of DSOs in the future.

Currently, there are approximately 80 DSOs in Finland, most of them owned either directly or indirectly by municipalities. The market is heterogeneous and the smallest electricity networks operate within the area of a single municipality serving only a few thousand customers. The Issuer is the second largest DSO in Finland measured by both number of customers and length of the distribution network. The latter table below illustrates that network of the Issuer is situated mostly in rural areas:

Market Shares by Number of Customers (per cent.)⁶



Market Shares by Length of Distribution Network (per cent.)



⁶ Source: EA (www.energiavirasto.fi) as of 31 December 2021. Caruna is the joint market share for both Caruna Oy and Caruna Espoo Oy.

The cost to a DSO of distributing electricity is affected by the standard of the network infrastructure and the geographical location and density of the customer base. The EM Act 2013 requires that the price of network services (connection to the network, transmission, distribution and metering) is made publicly available, with prices being reasonable to end-users and regionally equitable (see further “*Selected Aspects Of Finnish Regulation Overview - Reasonable Return Methodology for Electricity Distribution Services*” below). The regulatory regime requires that the relevant DSO provides each customer located within its region with all of the electricity distribution services required by that customer.

Trends in the Energy Sector

Elenia has identified four major factors that affect operators in the energy sector in the long run. These megatrends include:

Decarbonisation

- from fossil fuels to renewable energy sources
- electrification of transportation and heating
- energy efficiency

Digitalisation

- opportunities provided by new technologies
- new energy services and market participants
- cybersecurity and data protection

Decentralisation

- shift from centralised energy production to distributed electricity production and electricity storage
- flexibility and market balance

Democratisation

- customers participating actively in the energy market
- consumers becoming also electricity producers

Elenia’s Response to Trends in the Electricity Markets

The need to combat climate change is transforming the energy sector and energy markets. Energy production that generates carbon dioxide emissions must give way to renewable energy, and the future is set to become increasingly electric in all areas of life. Electrification of transport and heating have clear positive impact on the distributed electricity, and they outweigh the negative impact of energy efficiency on distribution volumes.

The renewable energy generation is weather dependent unlike the fossil fuel -based energy generation, which requires balancing power to balance the electricity generation and consumption at all times. Elenia’s mission is to be the most responsible reformer in the industry and renew the electricity market by enabling new technology and service solutions as a part of the energy disruption. One of the key solutions to this aspect is the demand response where electricity users (industrial customers, aggregated consumer customers) can participate in the electricity market as well reduce the need to build and maintain expensive balancing power reserves and hence improve overall efficiency of electricity system. This reform of the energy markets also opens up new business opportunities and Elenia is well positioned to benefit from those opportunities as Elenia Oy can engage in activities prohibited from Elenia Verkko Oy in its role as a regulated entity. Currently regulation for instance prohibits the Issuer from owning and/or operating electricity storages.

Customers are taking a more active role in the electricity market not only through demand response but also by becoming energy producers through solar energy generation, a trend fuelled by climate change and desire for clean energy production and consumption, but also by electric vehicles. Elenia provides together with its

partners a smart grid for market participants and customers that may also become electricity producers. Elenia is very supportive more active consumer role, despite its possibly initially negative impact on the distribution volumes, given that the regulation insulates Elenia from volume risk and overall Elenia believes that positive impacts from electrification outweighs the negative factors for Elenia and the society as a whole.

Additionally, decentralised weather-dependent electricity generation and demand balance solutions affect DSOs' business, in a way that is advantageous for Elenia given its role as industry forerunner and scale and scope of Elenia's operations. Elenia efficiently utilises digitalisation in operational processes and improves security of supply to fulfil customer needs.

Elenia firmly believes that energy transition will affect significantly electricity network services and increase their importance in maintaining the electricity system in balancing energy consumption, production and storage.

KEY STRENGTHS OF ELENIA

The Issuer is the provider of an essential infrastructure service. It is a regional monopoly with limited competition for customers.

Elenia's key credit strengths are outlined below.

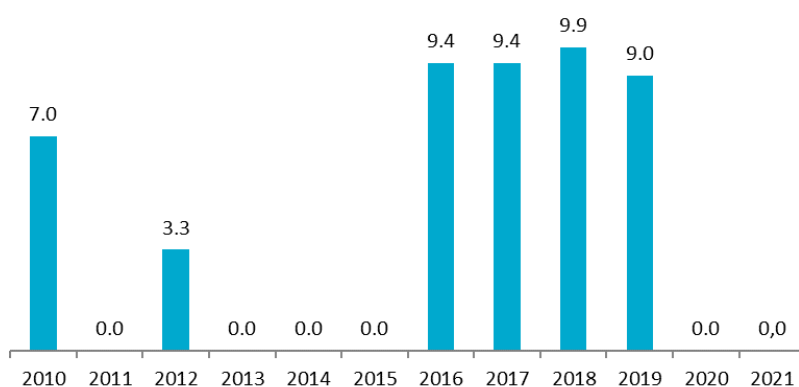
Established Regulatory Framework

The Finnish electricity distribution sector is one of Europe's longest established independently regulated utility sectors. Elenia believes that it benefits from a stable and incentive-led regulatory regime in one of Europe's most highly rated countries. The Issuer has a collaborative relationship with the EA, partly due to Elenia's technological and operational innovations in the industry, which are often ahead of regulatory requirements. As part of a network licence, the EA specifies the area of responsibility within which a DSO may operate and the EM Act 2013 specifically states that the relevant licence holder has (subject to certain limited exceptions) the exclusive right to build and operate a distribution network in its area of responsibility.

See "*Selected Aspects Of Finnish Regulation Overview*" below for more detailed information.

Tariff Flexibility

DSOs are permitted to change electricity distribution tariffs, subject to a 30-day notice period subject to certain limitations of the applicable general terms and the constraints of the regulatory regime as well as 8 per cent. cap on tariff increases (tariff after taxes) over any 12-month period. The Issuer has increased distribution tariffs (pre-tax) in past years as shown below:⁷



⁷ Due to taxes, the actual increases on customer invoices were approximately 6 per cent. between 2016 and 2019. Furthermore, though no changes were made to tariffs in 2014, Elenia granted a €6.1 million rebate to customers during the year (equivalent to 3.1 per cent. of electricity distribution revenue).

Innovation Capability

Elenia has a track-record of innovation and developing concepts and technology that have subsequently been adopted as industry best-practices and as a result of this, in some cases this has even influenced the development of the regulatory methods.

Since 2009, Elenia has only built weatherproof underground distribution network putting Elenia in a favourable position with respect to the quality requirements of the EM Act 2013. Prior to the enactment of the EM Act, Elenia launched in 2013 “Elenia Weatherproof” on its website and provided for instance customers with a map illustrating the planned and on-going underground cabling projects.

Elenia connected its customers to an automatic meter-reading system (“**AMR**”) by smart electricity meters starting in 2002, ahead of many other DSOs and ahead of regulatory incentives and requirements. Elenia is currently rolling out next generation smart meters, with the installations taking place until 2024.

As an example of latest innovations, Elenia launched in 2021 a mobile application EleniaGO for gamification purposes. Players taking pictures of distribution cabinets and secondary substations earn points to order Elenia related merchandise, enabling to Elenia analyse the pictures with AI for planning and maintenance purposes. Utilising batteries during power outages is another example of world-class innovation activities that Elenia focuses on.

Customer Focus

Elenia strives to provide its customers with good service experiences related to electricity network connections, the construction of the weatherproof electricity network, outage repairs, guidance and invoicing services related to electricity consumption, as well as daily customer service. The development of customer experience is based on understanding customer needs and expectations both in Elenia and in its partner network.

To ensure a strong focus on customers, Elenia measures on a regular basis the level of customer satisfaction with the repair of faults, the construction of electricity network connections, the construction of the weatherproof network as well as landowners’ satisfaction with forest management. Elenia has measured the NPS index on a daily basis since 2014 and annually thousands of customers grade their service experience.

Elenia has published customer promises to improve sustainability, customer orientation and efficiency of the operations in order to fulfil the changing needs of the customers and society. To meet these targets Elenia

- makes service use easier for the customers through diverse and convenient service channels as well as revamped digital services,
- conserves energy and the environment together with the customers by implementing solutions and services that support energy conservation and enable participating in protecting the environment and mitigating climate change, and
- provides the best service in the industry for the customers in cooperation with its partners.

Operational and Investment Efficiency

Elenia monitors the condition and age of its network to accurately and efficiently plan its investment programme. Elenia seeks to enhance operational performance and maximise regulatory return with best-in-class asset information and its strategy for sourcing contracting services and materials more efficiently and cost effectively than other DSOs.

Network investments are leveraged through economies of scale, efficient procurement of contracting services via the partnership policy, expanding materials sourcing to international markets, implementing improvements in operational processes and utilising state-of-the-art IT systems. The target is to secure construction market development, resource availability and pricing through new contract models and new partners.

STRATEGY OF THE NETWORK BUSINESS

Elenia has identified four strategic goals for the future. Elenia needs to

- 1) earn customers’ trust and approval for its operations,

- 2) be the most efficient distribution and service company,
- 3) contribute to combat against climate change, and
- 4) renew markets and create new business.

In order to achieve these, Elenia must succeed in:

- a) utilising digitalisation in operational processes efficiently and innovatively,
- b) improving security of supply taking into account customer needs,
- c) influential and customer-minded stakeholder cooperation,
- d) providing a Smart Grid for customers and electricity market participants, and
- e) renewing the services and practises of the industry together with partners.

The ongoing transformation in the energy sector poses new requirements for DSOs. Elenia has identified four strategic focus areas in building a smart, weatherproof electricity network to meet the needs of customers, changing electricity production and an increasingly digitalised society.

Digitalisation

Digital and automated society is completely dependent on the reliable supply of electricity. Elenia utilises digitalisation in all operational processes to improve efficiency and quality of services. Below sets out examples of how digitalization is used to improve safety, customer experience, and security of supply.

Digital Services Provided to Contracting Partners

Elenia provides advanced tools, interfaces and mobile applications for optimizing the field work of contractors. In terms of safe working conditions Elenia has developed an application for safety communications and construction site risk assessment. The application is used to communicate safety incidents and observations to each employee's mobile device, thereby increasing safety-related interaction and enhancing the culture of sharing best practices.

Digitized Customer Experience

Elenia digitizes customer experience by providing e.g. transparent and real-time information, multi-channel self-service and mobile applications. Elenia Aina (Elenia Always) is a digital service channel that enables customers to monitor and get a better understanding of their electricity consumption and even make an electricity purchase agreement with electricity suppliers.

Elenia has tested utilising AI for e-mail analysis as part of the customer service development to establish a comprehensive view of feedback. Elenia also aims to increase awareness of the opportunities presented by robotic process automation and to enhance the use of automation in internal processes.

Digitalisation of the Electricity Network

Elenia utilizes IoT, sensors and data-analytics in the network for optimization purposes and to enhance operational efficiency.

With respect to network reliance, Elenia has established a centralised and standardised outage management system for network control and monitoring. The network control centre has 24/7 monitoring coverage with full control over outage management. Once an outage is detected, the aim is to restore the power as quickly as possible through utilisation of smart grid functionalities such as line feeder automation and field communication systems. The smart electricity network automatically isolates fault locations, directing power distribution to parts of the grid that are functioning normally.

The network automation investments have created a foundation to develop enhanced functionality for the outage management process. The key functionalities are the Distribution Management System (DMS) and the Supervisory Control And Data Acquisition system (SCADA, a network components control system) that

enables automatic Fault Location, Isolation and Restoration (FLIR), which utilises network automation and information from field devices through intelligent integration of SCADA and DMS functionalities.

Smart Grid Solutions

The growth of renewable energy production and the downscaling of traditional electricity production methods creates the need for a stronger response to the shift in demand. Customers take active role in the electricity market not only through demand response but also by becoming energy producers through solar energy generation. A smart energy system makes electricity available whenever it is needed and implements this required level of demand response without causing disruptions to society.

The growth of wind and solar power makes it more challenging to maintain the balance of the electricity system because the output of these energy sources depends on the weather. Smart grids and smart meters are cost-efficient digital solutions enabling a low-carbon society with efficient use of different forms of energy production and electrification. Elenia engages together with its partners in developing a smart grid as a platform for market participants.

Next Generation Smart Meters

The Issuer was one of the first Finnish DSOs to initiate smart grid development and has already implemented several stages of smart grid evolution, ahead of many other DSOs and the requirements of the Finnish regulatory regime.

In 2016, an AMR pilot programme was commenced with 30,000 latest generation smart meters installed. Wide-scale next generation smart meter installations started in 2021 and will take place until 2024 with approximately 10,000 monthly installed devices enabling almost real-time communication and delivery of consumption data between AMRs and ICT systems as well as customer participation in the demand response market.

Through the innovation incentives of the regulatory methods, the EA encourages DSOs to invest in the development of smart grids as well as other new technologies.

Battery Concept

Utilising batteries during power outages is an example of digitalised innovation activities that Elenia focuses on.

Together with the Finnish energy company Fortum, Elenia has developed and constructed a battery concept to serve areas where customers have suffered from long power outages in the past. The capacity of the battery is reserved for Elenia with a separate notice, for instance during storm preparations. In case of power outage, the battery will supply electricity to a limited grid area making it possible to keep the electricity running during the repair work securing the supply of electricity for Elenia's customers for several hours.

The battery concept pilot became operational in 2020 and the goal is to develop it to a suitable product for larger scale use together with the partners of Elenia. The battery is normally used for regulating power for the transmission grid. The need for regulating power will increase in the future as the production volumes of weather-dependent solar and wind power rise.

Cooperation with Stakeholders

Elenia aims to strengthen its cooperation with critical stakeholders. Elenia's network area covers approximately one hundred municipalities and they have different roles in different situations: municipalities are customers, authorities as well as landowners. Transparent cooperation with municipalities ensures that local development needs regarding electricity networks are taken into account and Elenia can target the investments in line with future land use planning.

The views of the landowners' must be considered when a weatherproof network is built or tree management related to maintenance activities is carried out in or near the line corridors. Elenia makes annually nearly 20,000 land use agreements with landowners. The opinions and views of residents affected by the construction projects must also be taken into account. The landowners' satisfaction with project planning and construction is actively measured and Elenia has generally received good results in surveys. To further improve the cooperation with

landowners and to streamline permit procedures, meetings with representatives of landowners, such as the Central Union of Agricultural Producers and Forest Owners (MTK) and the Finnish Road Association, are regularly scheduled. Elenia has also good connections with representatives of the Centre for Economic Development, Transport and the Environment (*ELY centre*) which is responsible for the regional implementation and development tasks of the central government promoting competitiveness and sustainable development of infrastructure.

Representation in industry bodies

Elenia is well represented in several influential industry bodies, enabling close contact with the regulators and other key stakeholders in Finland and Europe. For example, Tapani Liuhala (CEO) is a member of the General Assembly of Confederation of Finnish Industries and a member of the Board of Finnish Energy; Jorma Myllymäki (Executive Vice President) is a member of the board of EU DSO Entity and a member of the Energy Supply Sector of the National Emergency Supply Agency; Ville Sihvola (Vice President) is a member of Customer Committee of Finnish Energy; Jarkko Kohtala (Chief Procurement and Construction Officer) is a member of the Occupational Health and Safety Committee of Finnish Energy; Marianne Kihlman (Chief People Officer) is a member of the Education and Training Committee and Collective Agreement Advisory Committee of Finnish Energy and Tommi Lähdeaho (Head of Asset Management) is the Chairman of Regulation WG of Finnish Energy and a member of Energy Authority's Stakeholder Advisory Board.

Security of Supply

Elenia initiated a research and development programme in close cooperation with universities and research institutions, network contractors and material suppliers to find viable technologies for underground cabling in rural areas. As a result, in 2009 Elenia shifted its investment strategy from traditional overhead network construction to exclusive use of underground cabling and other weatherproof solutions.

Capital Expenditure (“Capex”) Strategy

Elenia's investment strategy focuses on the exclusive use of underground cabling and other weatherproof solutions in its medium and low voltage distribution network. Underground cables are more resilient to outages.

The long-term investment programme of the Issuer is based on the continued replacement of old overhead lines that are at the end of their useful lifetime with an underground cable network. The key driver is to decrease the number of faults in the network, resulting in reduced fault repairing costs, reduced outage compensations to customers for significant outages lasting over 12 hours, reduced regulatory outage costs and fulfilment of the security of supply targets set by the EM Act 2013. The EM Act 2013 (as amended by the EMA Amendment) states that the quality requirements should apply to 100 per cent. of customers by the end of 2036 and power needs to be restored within six hours in zoned areas, and within 36 hours in other areas. As at 31 December 2021, approximately 78 per cent. of the Issuer's customers were within the scope of the requirements. See further “*Selected Aspects Of Finnish Regulation Overview*”.

For the period 2021–2028, network investments will focus on areas of the network serving rural population centres and areas that are sparsely populated and therefore require a longer cable length per customer. The focus will be on the parts of the network which are more susceptible to adverse weather and where the technical lifetime of the network is reaching its limit. As at 31 December 2021, approximately 59 per cent. of the network was underground.

Due to the regulatory changes implemented under the EMA Amendment, the Issuer has reduced its investments in 2022 by more than €40 million in order to improve cash flows, and it has reduced shareholder remunerations to improve operational flexibility.

Other Solutions to Improve Network Reliance

Forest management is used to reduce power outages caused by trees falling onto distribution lines due to storms or snow loads, thereby improving the security of supply of overhead line network.

Each year, trees next to the power lines are managed over a distance of approximately 5,000–8,000 kilometres in order to achieve security of supply in the overhead lines. Clearance work on the medium-voltage network is carried out every four or five years manually by forest workers or by using a harvester or a helicopter. In the

low-voltage network, clearance work is carried out every eight years. Forests adjacent to the electricity network (i.e. outside of the line corridors) are managed in cooperation with partners over a distance of approximately 1,000 kilometres annually.

Network Maintenance

Efficient maintenance of the distribution network is carried out according to a programme defining the tasks and cycles of maintenance actions. Elenia is responsible for planning the maintenance and has outsourced the fieldwork related to maintenance operations to third-party service providers.

To ensure reliable distribution, the electricity network must be continuously maintained and renewed. A maintenance programme sets out the inspection, clearance and maintenance activities performed on the electricity network.

Substations are inspected four times a year and the substation equipment is regularly maintained. The pole-mounted distribution transformers have been switched to kiosk-type (cabinet mounted) transformers as they are less vulnerable to adverse weather conditions. Helicopter inspections of the electricity network are carried out in the summertime allowing effective evaluation of tree clearance and other minor repair requirements. The entire high-voltage distribution network is photographed and laser scanned every four years and 25 per cent. of the medium-voltage network photographed and scanned annually.

Major Power Disruption Organisation and Preparedness Plan

Elenia has a detailed plan (which is updated on a regular basis) to deal with major power disruptions to its network and other abnormal events which may affect its performance. The preparedness plan takes into account, among other things, internal resources and external contractor partners, ICT systems and system providers, materials and logistics services and stakeholder relations during major power disruptions.

The Issuer constantly monitors weather forecasts and the status of the network, and is prepared to ramp up a major power disruption organisation according to the preparedness plan when needed in order to ensure customer service, rapid restoration of power and management of media relations during extensive outages and major power disruptions.

Contracting Partners

The majority of Finnish DSOs are either part of larger integrated energy companies (and therefore involved in other electricity businesses, such as generation and sales) or are smaller-scale DSOs owned by municipalities. Unlike the many small municipality-owned DSOs, the Issuer is of significant size which enables scale benefits, especially in terms of cost management and investment efficiency.

Partnership Policy

Already in 1995, the predecessor of Elenia made a strategic decision to create and manage a partnership policy with external service providers and to outsource certain parts of maintenance and other works to third-party providers, whilst retaining planning and project management in-house. Each provider is selected through a rigorous selection process based primarily on quality of service and cost. While retaining full management control of the operations, this policy provides flexibility in securing appropriate resources and allows Elenia to avoid reliance on any single partner or supplier – seeking to maximise quality of service while reducing costs. The structure provides flexibility, redundancy and cost-efficiency and is one of the key drivers for capex outperformance. Elenia has an extensive network of third-party service providers and a long history of managing contractor relations. Over the decades, Elenia has developed a unique, international contractor and supplier network to create an effective market for the procurement of equipment, components and field services. As a result, Elenia has in place a panel of companies it chooses to work with, depending on the targeted outcome. Such targeted outcomes range from the installation of the weatherproof underground cables to emergency repairs of faults in the network.

Elenia is responsible for the strategic tasks of planning and supervision of investment projects and services, as well as the coordination and monitoring of partnerships and contracts. However, Elenia retains internal responsibility for critical tasks such as operating the network control centre and handling sensitive network data.

Procurement is based on diverse partner networks, enabling persistent development with large, medium-sized and small partner companies. New suppliers are encouraged to join and Elenia works actively to develop well-functioning and competitive markets.

Joint Construction

Elenia aims to combine the construction of its electricity network with water and telecommunications network construction companies' construction projects and to involve municipal engineering construction as widely as possible in joint construction activities. Joint construction saves costs, in addition to improving the satisfaction of landowners and customers. The latest aspect of joint construction is that in areas without existing fibre network, Elenia engages in fibre business by installing fibre in selected network areas together with underground cables.

SUSTAINABILITY

Sustainability Programme

Elenia has a vision of being the most responsible reformer of energy services and markets and has chosen six targets out of the United Nations' 17 Sustainable Development Goals (which can be accessed at: <https://sdgs.un.org/goals>). Elenia believes that combatting climate change can be best done by developing smart grid solutions that increase the efficiency of energy consumption and support the on-going energy transition.

To reach the targets Elenia:

- is constructing a weatherproof electricity network to customers that also enables the connection of renewable energy to the network;
- makes responsible procurements of materials and investments;
- enables completion of energy transition by developing a smart grid and creating a platform for the energy market;
- takes care of occupational safety, health and wellbeing of employees and partners;
- ensures energy supply and business continuity in all situations; and
- focuses on local stakeholder cooperation and expects partners to comply with laws, agreements and requirements regarding working conditions and requires commitment to corporate responsibility.

The goals of the sustainability programme apply to everyone at Elenia. The steering group for sustainability management and the steering groups for different business processes regularly monitor the implementation of the sustainability programme and the achievement of its goals. The reports are submitted to the Board of Directors of Elenia Oy monthly, and sustainability matters are regularly discussed by the Board's Audit and Risk Committee and Safety, Health, Environment and Security committee.

EU Taxonomy

The EU taxonomy is a classification system establishing a list of environmentally sustainable activities.

A company's activities are within the taxonomy classification if its business operations fall within the scope of the 94 economic activities described in the taxonomy. As at the date of this Base Prospectus, the EU has published criteria for economic activities that promote climate change mitigation and adaptation.

When assessing whether it falls within the EU taxonomy classification, Elenia's electricity network business can be categorised under activity 4.9. *Transmission and distribution of electricity*. Approximately 97 per cent. of Elenia's revenue, 96 per cent. of Capex and 76 per cent. of operating expenses ("Opex") are taxonomy eligible. When assessing the alignment of Elenia's EU taxonomy eligible activities, it can be noted that Elenia's taxonomy eligible revenue, Capex and Opex are in line with the criteria for climate change mitigation.

Carbon Footprint and Science Based Targets

Elenia's direct emissions (Scope 1) are approximately 0.2 per cent. of the total emissions and consist of fuel consumption of Elenia's vehicles and reserve power generators as well as the leaks of electricity network equipment that contain SF6 as a refrigerant. Elenia's indirect emissions (Scope 2) account for approximately 37 per cent. of the carbon footprint, with electricity network losses representing the majority of these. The remaining portion (Scope 3, also referred to as value chain emissions) consists mainly of network materials, in other words the use of aluminium and plastic in cables.

CO2 emissions are reported on a monthly basis to the Board of Directors and all emissions are monitored systemically.

In 2021, Elenia committed to the Science Based Targets initiative, which is a framework for setting ambitious science-based climate targets. Elenia intends to reduce its greenhouse gas emissions by 42 per cent. by 2030, including Elenia's own emissions and emissions arising from purchased energy. Elenia has also set a target of reducing the emissions of its own operations (Scope 1 and 2) by 75 per cent. by 2030. Elenia is committed to setting Net Zero targets that cover not only the emissions from Elenia's own operations but also the emissions generated by the value chain (Scope 1, 2 and 3). The Net Zero targets are intended to be met by 2050 and in practice this means a reduction of approximately 90 per cent. in emissions.

Renewable Energy

A DSO's role in the electricity market is to ensure that renewable energy production equipment is connected to the network, enabling the distribution of renewable energy to the market.

In 2021, renewable energy generated to the Issuer's distribution network totalled 2.0 GWh representing approximately 30 per cent. of the total electricity distributed. Approximately 20 per cent. of all Finnish wind power is connected to Elenia's distribution network and there are plans for developing large quantities of wind power in Elenia's network in the coming years.

Safety at Work

Elenia's health and safety policy stipulates that its employees and business partners must be provided the opportunity to work in a safe, healthy and motivating work environment. Elenia has signed the Safety Manifesto with its main contractors, to demonstrate the joint commitment to safety and that everyone is entitled to return home healthy from work. All partners have promised to participate in the development of occupational safety culture and proactive safety efforts. In addition to complying with laws, regulations, codes of practice and industry standards, Elenia promotes a culture of occupational health, wellbeing and safety in all of its activities by setting goals, targets and action programmes in accordance with the spirit of continuous improvement. All employees receive regular safety training and attendance is recorded.

Safety is monitored on the highest level and all accidents are reported to the Board of Elenia Oy. Elenia has agreed with its contracting partners that all accidents will be monitored on the management level within two weeks to go through the events leading to the accident, root cause of the accident and actions taken to make sure that similar accidents do not happen again.

Personnel Matters

As at 31 December 2021, Elenia (comprising all the employees of Elenia Oy, the Issuer and Elenia Group Oy) had 329 full time employees, 92 per cent. of whom were permanent.

Elenia is an active member of the Finnish Energy, an organisation which develops the labour market policy for the energy sector and represents energy companies. This organisation is responsible for the management of collective agreements for the employees of its member companies.

Collective agreements have two primary purposes: (i) to guarantee a minimum level of working conditions (e.g. wages and working time); and (ii) to facilitate stability in labour relations. Collective agreements are normally fixed-term agreements and the most common term ranges from one to three years.

Continuity of Operations

The most significant environmental aspects of Elenia's operations are land-use, the protection of soil and water areas, waste handling, protection of biodiversity and material and energy efficiency. In line with its strategy, Elenia takes safety and the environment into consideration in all decision-making, including through the development and use of its Environmental Policy for sustainable development. In 2016, the Issuer has been recertified as having an ISO 14001 Environmental Management System in accordance with the ISO 14001:2015 standard, and Elenia continues to monitor and ensure compliance with such certification as at the date of this Base Prospectus. In addition, external subcontractors are required to have an environmental management system that supports their environmental work and are in line with the standard.

Elenia's environmental efforts include the following activities:

- promoting energy efficiency among customers,
- implementing electronic invoicing and contracts by planting trees as carbon sinks in return for customers adopting e-invoicing and electronic signatures,
- reducing emissions when installing and dismantling equipment containing greenhouse gas (SF6),
- installing oil rinks and kiosk type secondary transformer substations to mitigate the oil hazards of oil-insulated transformers and power grid components,
- including environmental assessments in network investment projects in the form of project-specific environmental surveys,
- developing a recycling system for materials returned from the network and utilising circular economy solutions to increase recycling, and
- affixing approximately 3,000 power line marking balls to prevent birds colliding with overhead lines.

Elenia has an externally certified occupational health and safety management system in place (initially in 2009) and continues to be certified according to OHSAS 18001 and since 2018 according to ISO 45001:2018 standard.

Digitalisation poses challenges in areas of cyber security and data protection. Elenia has reinforced cyber security awareness as a crucial part of the business in cooperation with its partners. As part of ensuring compliance, Elenia conducts information security audits of the partners as well. Elenia's ISO 27001 Information Security Management System has been certified since 2020.

The Issuer continues to further develop its asset management system according to the PAS 55-1:2008 standard and the international standard ISO 55001:2014. The requirements of both PAS 55 and ISO 55001 guide the construction, operation, maintenance and repairs of the electricity network. This ensures that the company will continue to operate, maintain and upgrade its electricity network in order to respond to its customers' needs. The standards also require that the suppliers and service providers commit to responsible, high-quality operations. The asset management system of Elenia's network business was recertified in 2021.

OWNERSHIP

The majority of Elenia's ultimate parent company Elton Investments S.à r.l. is owned by a consortium of infrastructure investors: Société Foncière Européenne B.V. ("**SFE**"), Allianz Infrastructure Luxembourg I S.à r.l. ("**AIL**"), Lynx Elton S.à r.l. ("**Lynx Elton**"), Allianz European Infrastructure Acquisition Holding S.à r.l. ("**AEIAH**"), Elton Ventures S.à r.l., Valtion Eläkerahasto ("**VER**") and Manco Investment Oy.

Valtion Eläkerahasto

The State Pension Fund of Finland, or VER, was established in 1990 for the purpose of investing pension assets to help balance state pension expenditure. VER is a long-term investor characterised by a high standard of professionalism and an ethical code of conduct. VER operates as part of the prefunded Finnish pension system. On 31 December 2021, VER's investment assets totalled €23.6 billion. Fixed income instruments account for 37.9 per cent., equities for 49.5 per cent. and other investments for 11.4 per cent. VER has a staff of 25, all holding permanent positions as government officials and based in Helsinki.

Allianz Infrastructure Luxembourg I S.à r.l

AIL is a 100 per cent. indirect subsidiary of Allianz SE, and therefore part of the Allianz Group. Allianz SE's shares are listed in Xetra and all German stock exchanges. AIL is advised by Allianz Capital Partners GmbH ("ACP"). As of 31 March 2022, ACP manages more than €52 billion of alternative assets.

Société Foncière Européenne B.V.

SFE is a private limited company incorporated in the Netherlands. It is a 100 per cent. indirect subsidiary of Allianz SE, and therefore a member of the Allianz Group, and it is advised by ACP for the purposes of the investment in Elenia.

Lynx Elton S.à r.l.

Lynx Elton is a vehicle managed by CapMan Infra and, for the purposes of the investment in Elenia, it is advised by ACP. CapMan Infra is part of the CapMan Group that has more than €4.7 billion of assets under management and is listed on the Helsinki exchange. Lynx Elton is managed on behalf of long-term Finnish institutional investors.

Allianz European Infrastructure Acquisition Holding S.à r.l.

AEIAH is a 100 per cent. indirect subsidiary and an investment vehicle of the Allianz European Infrastructure Fund S.A. RAIF ("AEIF"). AEIF is a reserved alternative investment fund managed by ACP. The fund is backed by various institutional investors and invests alongside Allianz insurance companies in infrastructure assets. AEIF reached its final close in November 2019 and through AEIAH holds a stake in Elenia as its first investment.

Elton Ventures S.à r.l

Elton Ventures S.à r.l. is an entity managed by Macquarie Asset Management ("MAM") and whose majority shareholder is Macquarie Super Core Infrastructure Fund SCSp (MSCIF). MSCIF targets investments in core regulated assets with an investor base including public and private pension plans, insurance companies, corporations and sovereign wealth funds. MAM is the asset management arm of Macquarie Group Limited. According to MAM's public disclosures, as at 31 March 2022, MAM had AUD773 billion of assets under management. Macquarie Group Limited is a global diversified financial group and is listed on the Australian Stock Exchange.

Manco Investment Oy

Manco Investment Oy is owned by five members of Elenia's management team. The company was founded in 2020.

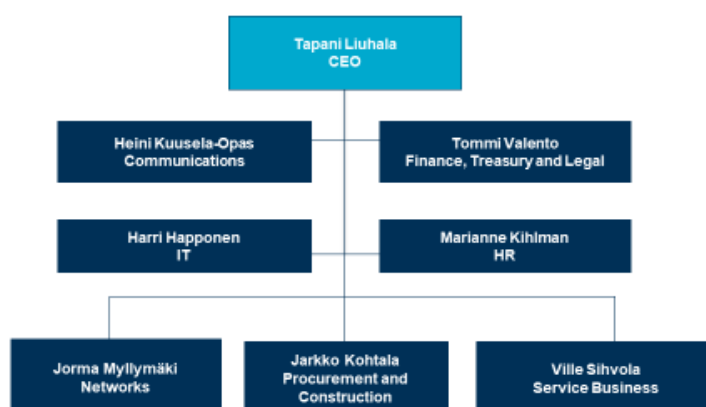
CORPORATE GOVERNANCE

The Board of Directors oversees the administration of the company and the appropriate organisation of its operations. The Board of Directors is also responsible for the appropriate control of the company accounts and finances. The Chief Executive Officer is appointed by, and reports to, the Board of Directors and has the mandate to run the management team and the general day-to-day business operations in accordance with the instructions and orders given by the Board of Directors. However, decisions in relation to exceptional matters remain under the direct control of the Board of Directors. Elenia Oy and the Issuer each have their own Board of Directors.

The Board of Directors of Elenia Oy has three committees: Remuneration and Nomination Committee (chaired by Timo Rajala), Audit and Risk Committee (chaired by Mark Braithwaite) and Safety, Health, Environment and Security Committee (chaired by Miguel Antónanzas).

Management Team

A Management team is in place at Elenia and consists of the heads of business and support functions and handles the operational-level day-to-day business of these companies. Elenia benefits from a management team with more than 130 years of combined relevant experience in the utility sector.



The CVs of the Management team of Elenia are as follows:

Tapani Liuhala
Chief Executive Officer

Tapani joined Elenia in 1990 and is the CEO of the Issuer, Elenia Oy and Elenia Group Oy. He is also Chairman of the Board of Elenia Verkko Oyj, Elenia Innovations Oy, Manco Investment Oy and Kiinteistö Oy Forssan Alekski 6. . He is also a member of the Board of Elenia Oy, Energy Industry, Piceasoft Oy and Financelitas Oy. He has held various managerial positions at Vattenfall Verkko Oy including Head of Networks Finland, Assistant Managing Director and Manager of Customer Relations. Tapani holds a Bachelor of Science in Electrical Engineering.

Tommi Valento, CFA
Chief Financial Officer

Tommi joined Elenia in 2015 and is the CFO. He is a member of the Boards of Elenia Verkko Oyj, Elenia Innovations Oy, Manco Investment Oy, Vandit Capital Oy, Debt Capital Advisors Oy and Vinoteekki Oy. Prior to his role at Elenia, Tommi was Group Treasurer at Pohjolan Voima Oy. Prior to that, Tommi was Head of Debt Advisory for KPMG Oy Ab and has held various roles within the banking industry. Tommi holds an M.Sc. (Econ) from Aalto University (Helsinki) and an LL.M. (Master of Laws) from Helsinki University.

Jorma Myllymäki
Executive Vice President

Jorma joined Elenia in 2007. He is the Executive Vice President and the deputy CEO of the Issuer and operationally responsible for the network business of Elenia. He is also a member of the Board of Elenia Oy, Elenia Verkko Oyj, Elenia Innovations Oy, Manco Investment Oy, J3 Invest Oy and 358 Exploration Oy and EU DSO Entity. Prior to this, Jorma was the Chief Operating Officer at Elenia Networks (2015-2019), the Head of Operations and Network Performance at Elenia Networks (2010-2015) and Head of Operations at Vattenfall Distribution Nordic Networks Finland (2007-2010). Prior to joining the company, he held various managerial positions at ABB. Jorma holds a Master of Science in Electrical Engineering.

Ville Sihvola
Vice President

Ville joined Elenia in 2004 and is the deputy CEO of Elenia Oy. He is also a member of the Board of Elenia Verkko Oyj. Prior to this Ville was the CEO of Elenia Palvelut Oy (2015-2020), Head of Marketing and Sales at Elenia Networks (2010-2018), Head of Field Services at Vattenfall Distribution Nordic Networks Finland (2009-2010), Manager, Corporate Customers at Vattenfall Distribution

Nordic Networks Finland (2007-2009), and held various other positions at BU Vattenfall Distribution Finland. He is a member of Customer Committee of the Finnish Energy. Ville holds a Master of Science in Electrical Engineering and EMBA, Business Administration and Management.

Jarkko Kohtala
Chief Procurement and Construction Officer

Jarkko joined Elenia in 1998 and is the Chief Procurement and Construction Officer and a member of the Board of Elenia Verkko Oyj. Prior to this, Jarkko was the Head of Construction and Partnerships at Elenia Networks (2011-2016) and the Head of Construction and Partnerships at Vattenfall Distribution Nordic Networks Finland (2010-2011), Head of Asset Management at Vattenfall Distribution Nordic Networks Finland (2006-2010). He is a member of the Occupational Health and Safety Committee of Finnish Energy. Jarkko holds a Master of Science in Electrical Engineering.

Harri Happonen
Chief Information Officer

Harri joined Elenia in 2020. He is the CIO of Elenia and member of the management team. Before this position, he was the head of Digital services for Elenia Oy. He has held various managerial positions in Cargotec Finland, Fimlab Laboratories and Metso Automation. Harri has also held various positions of trust, including Chairman of the Board in the Finnish Society of Automation and member of the Board in a data analytics start-up Quva. Harri holds a Doctor of Science degree in the field of engineering and has management training certificates from IMD Business School, Switzerland.

Marianne Kihlman
Chief People Officer

Marianne joined Elenia in 2003 and is the Chief People Officer. Marianne was Head of Human Resources at Vattenfall Distribution Nordic Networks Finland (2006-2011), Manager, Human Resources BU at Vattenfall Distribution Finland (2003-2006), Manager and Human Resources at Infosto Oy (2001-2002). Marianne is a member of the Education and Training Committee and Collective Agreement Advisory Committee of Finnish Energy association and holds a Master of Science in Process Engineering.

Heini Kuusela-Opas
Chief Communications Officer

Heini joined Elenia in 2000 and is the Chief Communications Officer. Heini was Head of Media Relations at Vattenfall Group Communication Finland (2010-2011), Head of Communication BU at Vattenfall Distribution Nordic Networks Finland (2006-2011), Head of Communication BU at Vattenfall Distribution Finland (2004-2006), Vice President Communication Business Group at Vattenfall Nordic, Finland (2004-2005), Communication Manager BU at Vattenfall Distribution, Finland (2002-2004) and Information Officer at Vattenfall Distribution companies, Finland (2000-2002). Heini has also held several communication positions in the public sector and as a journalist. Heini holds a Bachelor of Science in Social Sciences.

Board of Directors – Elenia Oy

Timo Rajala is Chairman of the Board of Directors of Elenia Oy. Of Elenia's management team, Tapani Liuhala and Jorma Myllymäki are also members of the Board of Directors. CVs for the Board of Directors are as follows:

Timo Rajala
Chairman of the Board

Timo joined Elenia in 2012 and is the Chairman of the Board. Timo is the CEO of Rajalimes Oy, is the Chairman of the Board of FinNuclear Oy, and is also the Chairman of the board of the companies Flexens Oy Ab, Rautu Corporation Oy, Sanitation5 Oy and EPSE Oy. He is also the Chairman of the Supervisory Board in Elering As (Estonia). Prior to this, Timo was President and CEO of Pohjolan Voima Oy (1992-2010) and Director of Teollisuuden Voima Oy. Timo holds a Master of Science degree in Engineering.

Mark Braithwaite

Mark was a Senior Managing Director in Macquarie Asset Management between 2011 and 2022, having previously held the role of Chief Financial Officer of

<i>Investment Committee Member and Non-Executive Director</i> MAM	Thames Water Utilities Limited. Prior to joining Thames Water, Mark was Finance Director of the customer and energy divisions at EDF Energy plc. Mark remains on the MAM Investment Committee in EMEA and is a non-executive director of a number of MAM's portfolio infrastructure companies in Europe. Mark is a fellow of the Institute of Chartered Accountants in England and Wales and a fellow of the Association of Corporate Treasurer.
Miguel Antoñanzas <i>Advisor</i> MAM	Miguel is a non-executive director of EDP Redes España, Hydro Dolomiti Energia and Exolum. Hewas the CEO of Viesgo Infraestructuras Energéticas, S.L until 2020. He has held executive positions in Europe and Latin America in the Iberdrola, ENEL and E.ON energy Groups, having also had international assignments with the global engineering group Bechtel. He has been Chairman and/or member of the Board of Directors of listed and private companies in many countries in the telecoms, engineering, media, water, gas and electricity sectors. Miguel is a member of the Board of Trustees of the International University Menéndez Pelayo and the Reina Sofia School of Music. He is a Civil Engineer specialized in hydraulics and energy.
Michael Pfennig <i>Co-Head of Infrastructure and Renewables</i> ACP	Michael is Co-Head of Infrastructure and Renewables at ACP. He joined ACP in 2004 and has since worked on numerous transactions both in the infrastructure as well as in the private equity sector. Michael currently holds non-executive board positions at several companies in the gas, electricity and transport sectors across Europe. Prior to joining ACP, Michael worked in Corporate Finance at Deutsche Bank and previously with the Corporate Finance and Strategy practice of McKinsey in Frankfurt and London. He started his career in Corporate Risk Management at Siemens in Munich. Michael holds a Master degree in Business Administration from Frankfurt University (Dipl.-Kfm.) and has received his doctorate in finance and capital markets research from Munich University.
Eduard Fidler <i>Director</i> ACP	Eduard leads asset management activities for a number of Allianz's direct infrastructure investments and currently holds board positions also at Cadent Gas Limited in the UK, and Delgaz Grid SA in Romania. Eduard has over 17 years' experience in energy and infrastructure investment and asset management. Prior to joining Allianz, Eduard was a senior member of Blackrock's Global Energy & Power team (formerly part of First Reserve), and before this investing and managing utility investments at Macquarie Asset Management. He began his professional career at AMEC plc in corporate strategy and project engineering. Eduard is a CFA® charterholder, and a graduate of Mechanical Engineering from the University of British Columbia.
Sirpa Ojala <i>Executive Advisor</i>	Sirpa is the CEO of Delete Group Oyj and has previously been the CEO of Colliers International Finland Group (ex Ovenia Group Oy), M-Brain Oy and Digita Oy. Sirpa has an extensive experience in regulated infrastructures and building long-term B-to-B customer relations. Sirpa currently holds board positions at Finnish Broadcasting Corporation (YLE) and NatWest Nordisk Renting AB. She holds a M.Sc. (Eng.) in Industrial Economics from the Lappeenranta University of Technology.

Board of Directors – Elenia Verkko Oyj

The Issuer's Board of Directors consists of Tapani Liuhala (Chairman), Jorma Myllymäki, Tommi Valento, Jarkko Kohtala, Ville Sihvola and Anne-Marie Malmberg, who is an independent director of the Issuer. For CVs for the Issuer's Board of Directors see "*Management Team*", "*Board of Directors – Elenia Oy*" above and "*Independent Director of the Issuer*" below.

Independent Director of the Issuer

In accordance with the Finance Documents, at least one independent director must be appointed to the Board of Directors of the Issuer. As at the date of this Base Prospectus, the independent director is Anne-Marie Malmberg (business address: Patamäenkatu 7, FI 33900 Tampere, Finland).

The CV for the independent director is as follows:

<p>Anne-Marie Malmberg</p> <p><i>Independent Director of the Issuer</i></p>	<p>Anne-Marie is the independent director of the Issuer. Anne-Marie is the Managing Director of Arvokivi Oy, is the Chairperson of the Board of directors of the companies Aleksi 15 Holding Oy, Aleksi 15 PropCo Oy and KG Finland Exploration Oy. She is also a member of the Board of directors of Tayko Projects Oy, Arvokivi Oy, Kiinteistö Oy Porkkalankatu 5, Sakumpu Exploration Oy, EF IV Hamptons FI Holding Oy, Hamptons Oy, Aalto Wind No 1 Ltd. Oy, Aalto Wind No 2 Ltd. Oy, Korkeakangas Wind Oy, Ykspihlaja Wind Oy, Systal Technology Solutions Oy and Stargaze Oy as well as holder of procuration rights in Biotie Therapies Oy and Biotie Therapies International Oy. Anne-Marie also acts as branch representative in AECOM Nordic AB (filial), New Balance Denmark ApS (Finnish branch), Panasonic Avionics Corporation (Branch in Finland), Infosys Limited (Suomen sivuliike), Cirrus Logic International (UK) Ltd (Finnish branch) and Novum Structures UK Limited (sivuliike Suomessa). Anne-Marie is also Business Unit Manager, Legal Services, and Head of Capital Markets at Intertrust (Finland) Oy that offers administration and bond agency services to corporates. She holds an LL.M. (Master of Laws) from Helsinki University.</p>
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SELECTED FINANCIAL OVERVIEW

The commentary in this section should be read in conjunction with the 2019, 2020 and 2021 financial statements, which are incorporated into this Base Prospectus by reference. Further details can be found in the section entitled “Documents Incorporated by Reference” above. The commentary in this section covers the following:

Entity	Item	Periods ending	Accounting standard
Elenia Oy	Consolidated audited financial statements	31 December 2019, 2020 and 2021	IFRS

Basis of Preparation

Elenia Group consolidated financial statements include Elenia Oy, the Issuer and other group operations. Consolidated financial statements have been prepared in accordance with IFRS.

Elenia Group uses both revenue and EBITDA (defined as operating profit before accounting depreciation) as performance indicators of its business operations.

Summary Financials of Elenia Group (€ millions)

	2019	2020	2021
Revenues	295.6	306.3	328.6
EBITDA ⁸	187.9	195.5	215.1
EBITDA margin (per cent.)	63.6	63.8	65.5

The financial results of Elenia Group are predominantly driven by the Issuer. In 2021, the Issuer accounted for 98 per cent. of Elenia Group revenues.

Network Business

Volumes (GWh)

	2019	2020	2021
Distribution Volumes	6,362	6,032	6,643

The increase of the volume distributed in 2021 compared to the previous year was mainly attributable to exceptionally warm weather in 2020. Additional factors behind the growth in volume included the increase in the number of connections and the general electrification of the society.

Revenue (€ millions)

	2019	2020	2021
Distribution Income	287.7	297.2	317.3
Connection Fees	0.4	0.7	1.0
Other Income	6.2	3.6	3.8
Total Revenue	294.3	301.5	322.1

⁸ Excluding non-recurring and exceptional items.

The majority of the Issuer's revenue is generated from the distribution of electricity. The Distribution Income is dependent on both the network tariff and electricity consumption. The Issuer has discretion to set prices within of the overall regulatory framework. The regulatory framework is broadly "volume neutral" since any over and under recovery of revenue attributed to volumes can be corrected in subsequent years.

The drivers for electricity consumption vary depending on customer type. The consumption per connection for both households and businesses is heavily dependent on weather conditions and temperature. In addition, the consumption growth for households (as at 31 December 2021, accounting for approximately 44 per cent. of delivered electricity volume) is driven by population growth in the network area, whereas for business customers, services, construction, and industrial sectors (accounting for approximately 56 per cent. of delivered electricity volume), economic growth is a key driver.

In addition, the Issuer generates regulated revenue mainly through the sale of new network connections and contracting works. Connection Fees are payable for new physical connections to the electricity distribution network and are broadly correlated with macroeconomic development.

The Issuer's contracting works are reflected as part of 'Other Income'. These are separately invoiced services for customers who require additional works, for example, relocating parts of the network.

Operating Costs (€ millions)

	2019	2020	2021
Upstream Networks Expenses	38.8	38.0	41.9
Network Losses	10.1	10.9	16.5
Total Non-Controllable Operating Costs (pass-through)	48.9	48.8	58.4
Personnel Expenses	6.6	2.9	3.7
Materials and Services Expenses	27.7	25.9	24.9
Other Operating Expenses	27.7	26.7	21.3
Total Controllable Operating Costs	62.0	55.5	49.8
Total Operating Costs	110.9	104.3	108.3

Upstream network expenses substantively represent charges invoiced by Fingrid for transmitting the electricity across the national grid. Network losses are the costs associated with replacing electricity lost during distribution through the network to customers due to resistance. These losses are driven by the inherent inefficiencies in the distribution network (e.g. thermal loss). The annual level of network losses is approximately 4 per cent. of total distribution volumes. These costs are treated as pass-through costs in the current regulatory methods and consequently the Issuer is able to pass-through them to customers through tariffs in the long run. Materials and services costs relate to network maintenance and fault repairing.

Capex (€ millions)

	2019	2020	2021
Growth Investments	12.4	15.6	24.6
Replacement Investments	138.3	144.1	139.9
Total Network Investments	150.6	159.6	164.4
Other Investments	2.1	5.3	7.6
Total	152.7	165.0	172.1

The Issuer's total capex is primarily driven by Replacement Investments and Growth Investments.

Replacement Investments represent investments in underground cabling to weatherproof the network. Growth Investments mainly consist of extending the network for new customer connections.

Other investments include items such as IT systems and connection fees to the transmission grid.

Alternative Performance Measures

The Issuer considers the below metrics to constitute Alternative Performance Measures as defined in the European Securities and Markets Authority Guidelines (“**ESMA Guidelines**”) on Alternative Performance Measures published on 5 October 2015 by the European Securities and Markets Authority and which came into force on 3 July 2016.

The Issuer considers that these metrics provide useful information for investors and other interested parties in order to better understand the underlying business, the financial position, cash flows and results of operations of the Issuer and the Elenia Group.

Certain terms used in this Base Prospectus are not recognised financial measures under IFRS (“**Alternative Performance Measures**” or “**APMs**”) and may therefore not be considered as an alternative to the financial measures defined in the accounting standards in accordance with generally accepted accounting principles. The Issuer presents APMs because it considers that these and similar measures are used by certain investors, securities analysts and other interest parties as supplemental measures of performance and liquidity. The APMs may differ from company to company and therefore may not be comparable to other similarly titled measures of other companies. The APMs may also have limitations as analytical tools and should not be considered in isolation or as a substitute for analysis of the Issuer's operating results as reported under IFRS. The definitions of the relevant Alternative Performance Measures are set out below.

Metric	Definition	Reconciliation (if applicable) to Elenia Oy's audited consolidated financial statements for the years ending 31 December 2021, 2020 and 2019	Rationale for inclusion
EBIT	A financial measure to express earnings before interest costs and tax	Is the same as “Operating profit”	Measure of operating performance
EBITDA	A financial measure to express earnings before interest costs, tax, depreciation and amortisation	Sum of “Operating profit” and “Depreciation, amortisation and impairment”	Measure of operating performance
FFO	A financial measure to express earnings after tax	EBITDA ⁹ less “Taxes paid”	Measure of operating performance
Total Net Debt	A financial measure to express aggregated senior debt less cash held by the group	Sum of “Loans from financial institutions”, “Bond” and “total” finance lease liabilities; less “Cash and cash equivalents”	Measure of indebtedness and borrowing capacity
Net Finance Charges	A financial measure to express financing costs payable to senior debt less	Sum of “Interest expenses” of “Loans from financial institutions” (net of IFRS	Measure of indebtedness and borrowing capacity

⁹ For the purposes of the financial covenants the Security Group's EBITDA, excluding non-recurring and exceptional items, is reported.

Metric	Definition	Reconciliation (if applicable) to Elenia Oy's audited consolidated financial statements for the years ending 31 December 2021, 2020 and 2019	Rationale for inclusion
	any interest received by the group	adjustments), "Bonds and notes", finance lease interest included in the "Other interest expenses" as well as commitment fees included in the "Other finance costs"	
Leverage Ratio	A financial measure to express the ratio of net debt to EBITDA	Total Net Debt divided by EBITDA	Measure of indebtedness and borrowing capacity
Interest Coverage Ratio	A financial measure to express the ratio of post-tax earnings to financing costs	FFO divided by Net Finance Charges	Measure of indebtedness and borrowing capacity

The table below sets forth reconciliations of Elenia Group's EBIT and EBITDA for the years ended 31 December 2019, 2020 and 2021 in accordance with IFRS:

EUR million	31 Dec 2019	31 Dec 2020	31 Dec 2021
Operating profit	98.7	111.7	126.1
Depreciation, amortisation and impairment	83.9	83.5	88.7
EBITDA	182.6	195.1	214.8

SELECTED ASPECTS OF FINNISH REGULATION OVERVIEW

Background

Finland's regulatory regime for electricity markets was developed mainly during the 1990s with the adoption of the Electricity Market Act in 1995, which opened up the competition, made subject to licence, the electricity transmission and distribution operations and integrated the Finnish electricity markets into Nordic electricity markets (and subsequently, into Baltic markets). Regulation has since then become more formal and proactive and derives largely from the EC legislation, in particular, the EC directives concerning common rules for the internal electricity market. The concept of regulatory periods was introduced in 2005, the current regulatory period being the fifth from 2020 to 2023. In a larger scale, the current methodology has been based on the same model and principles since 2005 with the methodologies of the previous periods and various modifications made during the years included. After the adoption of the European Union ("EU") "Third Energy Package" that consists of two directives and three regulations aiming to make the EU energy market fully effective and creating a single EU electricity market, Finland enacted the Electricity Market Act 2013 (the "**EM Act 2013**") and certain related regulations.

Regulation Applicable to Elenia Group

The Issuer's electricity distribution operations are currently primarily governed by the EM Act 2013 and the respective Electricity Market Decree. In addition to the above-referred statutes, the operations of the Issuer are subject to, among other applicable legislation, the Competition Act, the Consumer Protection Act and certain environmental regulations such as the Environmental Protection Act and the respective Environmental Protection Decree.

Impact on Regulation from Outside Finland

As an EU member state, Finland is obligated to implement EU directives and apply other EU regulations. A significant part of the current Finnish electricity regulation derives from the EC directives concerning common rules for the internal electricity market. In late 2016, the European Commission published a so-called "Winter Package" of eight legislative proposals aimed at facilitating the clean energy transition and further strengthening the EU energy market. The Winter Package includes, among others, a proposal for a new Electricity Directive ((EU) 2019/944), setting forth certain common rules for the internal electricity market, which was subsequently adopted by the European Parliament in March 2019, and finally approved by the Council in May 2019. Most elements of the Electricity Directive were to be implemented by member states by 31 December 2020.

In addition to EU level regulation, Nordic energy market authorities have a common objective to increase competition, improve the efficiency of business operations in the market and make it easier for consumers to operate in the electricity market. The Nordic authorities have set a strategy for a harmonised Nordic retail market for years 2015-2018. The recommendations resulting from the strategy aim to harmonise Nordic practices which may have an impact on national regulation, for example, in respect of DSO responsibilities vis-à-vis energy services providers that enter the Nordic market. In 2018, NordREG (the organisation for the Nordic energy market authorities) undertook a new strategy process, which led to the formulation of a new vision and mission for the Nordic regulatory cooperation.

Regulatory Authorities

The main regulatory authorities relevant to Elenia Group's operations are the EA and the Finnish Competition and Consumer Authority (the "**FCCA**"). The role and functions of these authorities are discussed below.

Energy Authority

The EA is an independent regulator and acts as the national regulatory authority referred to in the Third Energy Package. It is tasked with the monitoring of electricity and natural gas markets, promoting their functionality, implementing energy policies and supervising emissions trading. The EA is governed by the Act on the Energy Authority.

The EA reports to the Ministry of Economic Affairs and Employment (the "**Ministry**") and carries out its tasks in cooperation with the Ministry, the FCCA and certain other authorities.

With respect to the electricity markets, the duties and powers of the EA have been set out in the Act on Supervision of Electricity and Natural Gas Markets, enacted in connection with the EM Act 2013. Under that Act and the EM Act 2013, the EA has, among others, the following duties:

- a general duty to supervise compliance with the EM Act 2013 and the relevant EC legislation governing the common electricity market in the EU;
- confirming the pricing methods applicable to the operations of DSOs during each regulatory period, and to supervise compliance with these methods;
- granting the relevant DSO network licences and building permits for the construction of power lines with voltages of 110 kV and higher;
- monitoring, including the duty to monitor: (a) the use of contractual practices within the energy markets; (b) the investments in the electricity generation capacity and their effects on the reliability of the electricity distribution; (c) the level of transparency of the electricity markets and compliance by the different actors in these markets with their obligations relating to transparent markets; and (d) the development of supply and demand of electricity and the quality and maintenance of the networks to enhance the security of electricity supply; and
- cooperation with other authorities acting within the energy markets, such as the Agency for the cooperation of Energy Regulators (the “ACER”), the European Commission and other regulatory authorities of the EEA.

The EA is further obliged to annually report to the Ministry, the ACER and to the EC on its activity and the fulfilment of its duties as a national regulatory authority, covering the steps taken and results obtained regarding its duties.

Finnish Competition and Consumer Authority

The Finnish Competition and Consumer Authority (the “FCCA”) is a general supervisory authority, which, under the Act on Competition and Consumer Authority, oversees: (a) competition and consumer policies; (b) the general functionality of the markets; (c) the implementation of EU competition laws; and (d) the economic and legal protection of consumers. The FCCA reports to the Ministry.

The Act on Supervision of Electricity and Natural Gas Markets explicitly allows the EA to transfer a matter concerning restrictive practices to the FCCA, and the FCCA being in turn allowed to transfer matters concerning the EM Act 2013 to the EA. The FCCA supervises the fulfilment of consumer rights in all energy sectors under the general provisions of the Consumer Protection Act.

The FCCA carries out inspections either on its own initiative or based on complaints received. The FCCA’s investigations can cover the operations of a single company or the business activities of a whole industry. The FCCA is also entitled to request information and materials from a company for determining whether it is involved in restrictive practices as set out in the Competition Act. Under the Competition Act, the FCCA may impose a conditional fine on the company in order to ensure compliance with its information requests.

If a company is found to be unlawfully involved in restrictive practices as set out in the Competition Act, the Finnish Market Court may, upon the proposal of the FCCA, impose a penalty payment on such company. The fine can amount to up to 10 per cent. of the company’s turnover during the year in which it was last involved in the infringement. In addition, the FCCA may order the company to discontinue the unlawful activities and to deliver a product to another company on similar conditions as offered to others in an equivalent position. The company may also become liable for damages that the unlawful activities may have caused.

Electricity Distribution Regulation

General Obligations of DSOs

The EM Act 2013 provides certain general obligations applicable to DSOs, including obligations to: (a) maintain, use and develop its network and the connections to other networks based on the requirements governing the operation of the electricity network and the reasonable needs of system users; (b) connect to the network electricity consumption sites and power generating installations located within its area of operation;

and (c) provide electricity distribution services in exchange for reasonable compensation and within the limits of its system capacity.

The DSO is obliged to maintain, use and develop its network and the connections to other networks based on the requirements governing the operation of the electricity network and the reasonable needs of system users. The electricity system must be designed and constructed in such a way that:

- the network fulfils the requirements that the security of supply and the technical quality of both the electricity transmission and distribution is good;
- the network and network services function reliably and securely in case of customary and expected weather-related, mechanical or other external disturbances;
- the network and network services function as reliably as possible during customary malfunctions and the conditions specified in the Finnish Emergency Powers Act (1552/2011);
- the network functions compatibly with the electricity system as a whole and, where needed, may be connected to another network;
- electricity consumption sites and power generating installations that meet the set requirements may be connected to the network; and
- the DSO is otherwise able to fulfil its obligations set forth in the EM Act 2013.

Distribution Network Licence

Operating an electricity distribution network requires a licence issued by the EA. The conditions for granting a licence include that the operator has the technical, economic and organisational resources necessary for conducting the DSO operations. These conditions are considered fulfilled if:

- the operator is either a private company or a public utility;
- the operator's organisation corresponds to the nature and scope of its DSO operations;
- the operator has sufficient staff in its service that correspond to the nature and scope of its DSO operations;
- the operator has an operating manager and, if the operator conducts electrical works, also a manager of electrical works who meet the eligibility requirements set out in the Finnish Electrical Safety Act;
- the operator meets the economic pre-requisites for conducting profitable DSO operations;
- the operator has the right to decide on the resources required for the operation, maintenance and development of the network and has the powers to enter into connection and electricity agreements with the users of the network; and
- if the operator conducts other operations in addition to the DSO operations, the operator shall have presented an account on the unbundling of these operations as set out in the EM Act 2013.

The licence is in force for an indefinite period unless, in specific situations, the EA orders the licence to be valid for a fixed term. The DSO must comply with the above conditions during the period that the licence remains in force. As part of the licence, the EA may impose further requirements that support the fulfilment of the conditions. The licence specifies the geographic area of responsibility of the DSO. The licence itself is not transferable.

The conditions for the licence may generally be modified by the EA only with the consent of the relevant DSO. However, where a modification is necessary due to a decision of an appellate court or significant changes in the relevant legislation or in the DSO's operating conditions, the EA may modify the licence conditions without such consent. Furthermore, the EA may modify the operator's geographical area of responsibility defined in the licence if substantial grounds (including substantial changes in circumstances associated with the geographic area of responsibility) for such modification exist. Subject also to a notice to the EA and to the users that have

been connected to the relevant network, the DSO may agree with another DSO to amend the geographic area of responsibility. The EA may also revoke the licence upon certain circumstances. As at the date of this Base Prospectus, the Issuer is not aware of any DSO's network licence having been revoked by the EA.

The Issuer's Licence

The distribution network licence was originally granted by the EA to Vattenfall in 2004. On 1 July 2020, Elenia Verkko Oyj became the issuing entity of the Elenia Group and simultaneously received the network license in accordance with the application process. The licence is valid until further notice within the current network area and specifies the geographic area of responsibility covering both the electricity distribution business and the high voltage electricity distribution business. The licence conditions require the Issuer to inform the regulator of changes in its geographic area of responsibility, scope of network operations and certain circumstances relating to the pre-conditions for the licence.

Sanctions for Non-Compliance

The Act on Supervision of Electricity and Natural Gas Markets and the EM Act 2013 impose certain sanctions with respect to non-compliance with applicable electricity regulation. If a DSO conducts operations without a licence or against the terms of its licence, a fine may be imposed on the DSO. If a DSO breaches its relevant statutory obligations, the EA can require the operator to correct such breaching activities or other non-compliance. The EA may impose a conditional fine to ensure compliance with its supervisory decisions. In addition, the EA has the right to perform inspections in operators' premises in order to carry out its supervisory duties.

In addition, the Market Court may, upon the proposal of the EA, impose a penalty payment on a party that either intentionally or negligently violates certain key provisions of the Finnish electricity and gas legislation. These provisions include regulations regarding pricing and the general obligation to develop network quality and security of supply set out in the EM Act 2013. The penalty payment can amount to up to 10 per cent. of the DSO's revenue for the last financial year during which the violation has continued. The sanction can also be imposed on an entity to which the relevant DSO operations have been transferred as a result of a corporate transaction.

The EM Act 2013

The EM Act 2013 was designed to: (a) generally modernise and clarify the partially outdated legislation to codify into law certain practices already adopted and applied by the EA; (b) transpose into national law the European Union Third Energy Package; (c) improve the security of electricity supply and overall customer service, including quality of service during major weather-related and other disturbances and (d) to meet the increased demands of DSO customers.

Enhanced Quality and Security of Supply

The EM Act 2013 includes several elements that are intended to enhance the security of supply of distribution networks and to improve the efficiency of contingency planning, including by setting out specific requirements to the DSOs regarding the quality and security of supply. The network must be designed, constructed and maintained in a way that ensures the applicable technical requirements set by the TSO are met. In addition, the EM Act 2013 includes specific time limits for ensuring and restoring uninterrupted supply of electricity in the event of storms or significant snowfall. In order to allow system operators to use the most cost-efficient methods to meet these new requirements, the technical implementation of such requirement is generally at the discretion of the system operator.

The relevant DSO has to fulfil these requirements within its respective geographic area of responsibility by 31 December 2036. The requirements have been set to become effective gradually: they were to be met with respect to 50 per cent. of the customers of a DSO by 31 December 2019 and are to be met with respect to 75 per cent. of customers by 31 December 2028. The foregoing deadlines were extended by virtue of the implementation of the EMA Amendment.

A DSO must also prepare a development plan to systematically and on a long term basis improve its network to meet the requirements regarding the security of supply, such plan describing the intended investments and maintenance of the network for the purpose of fulfilling the quality and security of supply related requirements. The plan is to be presented in a public hearing to customers and stakeholders, and is subjected to comments and possible amendments imposed by the EA.

The EM Act 2013 includes a general obligation on all operators to prepare contingency plans for ordinary disturbances as well as for extraordinary events. Through sufficient contingency planning, operators seek to ensure that in the event of such disturbances, electricity distribution is restored with the minimum amount of disruption, while also taking into consideration the most vulnerable and critical functions of society. As part of this obligation, DSOs must have plans in place to ensure continued communications with emergency personnel and other network operators and the deployment of repair personnel. The EA is the supervisory body overseeing the contingency planning of the DSOs. A DSO is obliged to submit a contingency plan to the EA at least once every three years and in the event of material changes in circumstances. The Issuer has an up-to-date contingency plan in place which was submitted to the EA in June 2022. The plan is prepared on the basis of well-tested preparedness plans of the Issuer and various years of experience in storm situations and other disturbances. The EM Act 2013 also includes a specific obligation for all DSOs to cooperate with other operators and officials to limit disturbances caused by interruptions in the electricity supply.

Improved Customer Service

Another key objective of the 2013 Reform was improving the level of customer service. The EM Act 2013 specifies the general obligation of DSOs to provide their services to customers on an equal and non-discriminatory manner and includes several provisions that are aimed at improving customer service and the level of customer protection. These include, among other things, increasing the amount of information that DSOs must communicate to customers as part of invoicing and otherwise, adding optionality to the methods of invoicing and payment, and raising the standard compensations payable to them for interruptions and delays in the supply of electricity or connection to the network.

As part of its service offer, the DSO must also provide customers with information on the level of the supply security of its network and any plans that may affect the reliability of its system services. In addition, the DSO must give customers instructions on how to prepare for possible interruptions in electricity supply. It may also be obligated to provide customer-specific guidance on such preparations as may be necessary to address delivery to locations where the security of supply is of particular importance. In case of a disturbance in supply, the DSO must inform its customers of such disruptions without delay and provide an estimate of the length and extent of the interruption or malfunction.

Restriction on tariff increases

The EM Act 2013 restricts the electricity distribution system operators from increasing their distribution tariffs by more than an aggregate 8 per cent. (on tariffs after taxes) over any rolling 12-month period. This applies to both consumer and corporate customers.

Amendment to the EM Act 2013 and regulatory changes

In August 2021, the EM Act 2013 was amended followed by the EA implementing changes to the regulatory methods for the current regulatory period ending in 2023. The changes include mainly (i) an update to the unit prices underlying the regulatory asset base, (ii) changing the calculation of the risk-free rate to be based on the previous year's value of the ten-year Finnish government bond resulting in a reduction in the reasonable rate of return to 3.97 per cent, and (iii) removal of the security of supply incentive. The changes took effect from the beginning of 2022.

Reasonable Return Methodology for Electricity Distribution Services

General Process Overview

The EA sets *ex ante* the methodology and principles to be used in determining distribution network rates of return. These methodologies and principles are then administered *ex post* by the EA over four-year regulatory periods. The current fifth regulatory period began on 1 January 2020 and ends on 31 December 2023.

The current methodology and principles were confirmed by the EA in November 2015 and is applied for two consecutive regulatory periods, i.e. both the fourth and the current fifth regulatory periods. The methodology is published in final form by the EA in its publication “*Regulation methods in the fourth regulatory period of 1 January 2016 – 31 December 2019 and the fifth regulatory period of 1 January 2020 – 31 December 2023*”. Following the implementation of the EMA Amendment, the EA amended the applicable regulatory methods.

Review Process for Regulatory Period Methodology

The preparation for a new regulatory period generally commences well in advance of the beginning of that period and includes opportunities for the industry and stakeholders to comment on methodology drafts published by the EA. Based on the responses received, the EA then finalises the final binding methodology for the period ahead of the start of the regulatory period. The regulatory environment continues to develop based on the experience collected in the past, particularly in the form of court decisions and experience gained by the EA as part of its supervisory duties. The current methodology is based on the same model and principles as the methodologies of the previous periods and includes various modifications to continue to promote security of supply.

Reasonableness of Return

Prior to the commencement of the relevant regulatory period, the EA will issue a confirmation decision to each DSO that officially confirms the methodology applicable during that upcoming regulatory period. The confirmation decision of the Issuer for the current regulatory period was issued by the EA on 30 November 2015. The confirmation decision of the EA may be appealed to the Market Court. Based on the Act on Supervision of Electricity and Natural Gas Markets, the EA is entitled to amend the already confirmed methodology in limited situations, e.g. due to court decisions, changes in regulation or substantial changes in circumstances that warrant an amendment.

During the regulatory period, the EA calculates on an annual basis the reasonable rate of return, the realised adjusted profit and accrued surplus or deficit, and certain other key figures for each DSO based on information provided by the DSO. Although the calculation may not be separately appealed, the DSOs can provide feedback further to which the EA can submit a new calculation to the DSO.

After the end of the full regulatory period, the EA officially confirms the absolute amount by which a DSO’s realised adjusted profit for the entire regulatory period exceeds or falls below the level of return that is considered reasonable based on the methodology. In calculating the reasonable return, the EA makes several adjustments to earnings reflected in the DSO’s unbundled statutory financial statements and to the capital invested in network operations by the DSO. The regulatory decision of the EA may be appealed to the Market Court.

To the extent that a DSO has either accrued a surplus or deficit in its actual return compared to its reasonable return over the regulatory period, distribution tariffs for the subsequent regulatory period are adjusted, as applicable, to compensate either the DSO or its customers¹⁰. The right for adjustment of a deficit in returns accrued during a regulatory period is valid only in the subsequent regulatory period. A potential surplus accrued during the regulatory period is required to be compensated to customers at the latest by the end of the following regulatory period. In limited circumstances, a DSO may apply for extra time for the adjustment of a deficit or surplus from the EA. If the DSO’s realised adjusted profit has exceeded the amount of reasonable return by at least 5 per cent. during the regulatory period, interest shall be payable by the DSO on the surplus. The interest rate for the interest liability is the average of the reasonable cost of equity for the years of the relevant regulatory period, calculated according to the principles set by the EA in the methodology.

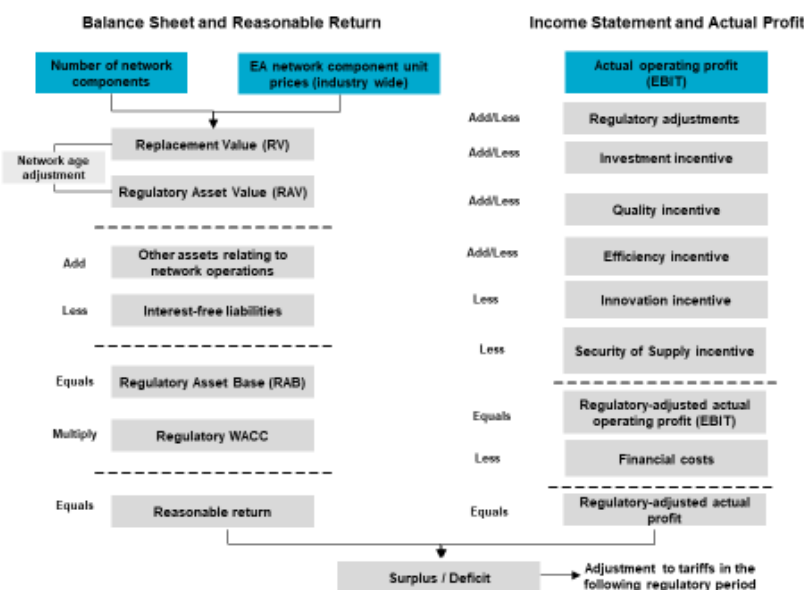
Overview of the Regulatory Methods for Assessing Reasonableness of Return

The regulatory framework is based on the principle that the DSO should earn a reasonable return on capital that over the long-term is equal to its weighted average cost of capital (“**Regulatory WACC**”) adjusted for certain incentives.

¹⁰ Deficit accrued during the fourth regulatory period can be compensated to the DSO through adjustments to the distribution tariffs during the following two regulatory periods, compared to the adjustment allowed only during the immediately following regulatory period.

The figure below illustrates the methodology used to assess the reasonableness of the returns of DSOs in the current (2020-2023) regulatory period and how such returns compare to the actual profit after adjustments required by the EA.

The right-hand side of the figure below depicts the methodology used by the EA to determine the regulatory adjusted actual profit. It is derived from the DSO's unbundled statutory profit and loss account for the period. This is compared to the reasonable return, shown on the left-hand side of the figure below to determine the deficit or surplus return for the DSO in the period.



Determination of the Regulatory Asset Base

The reasonable return is derived by applying the Regulatory WACC to the adjusted capital invested. The key component in calculating the regulatory asset base (“**RAB**”) of network operations, is the network replacement value (“**RV**”) which is derived from an aggregate network component-by-component basis as reported by the DSO.

Adjusting the Capital Invested in Network Operations

The electricity network, consisting of various components, is the largest of a DSO’s fixed assets. According to the EA, the electricity network consists of interconnected electricity lines, substations and other necessary electrical equipment for the purpose of electricity distribution and transmission.

When determining the value of capital invested in the network operations, the EA does not apply the book value of the electricity network because the book value does not necessarily reflect the actual market value of the capital invested. Instead, the value of the electricity network will generally be determined by its net present value based on the RV of the network.

Replacement Value (RV)

The RV of the electricity network is calculated by multiplying the given quantities of network components that are in actual use by the DSO with the corresponding component-specific unit price and by adding up these RVs. If a component is not covered by the component-specific unit prices reported by the EA in the methodology, the book value of the component may generally be applied.

The RV is calculated for each year in the regulatory period (per the last day of December) to reflect the value at the end of the respective year. The unit prices applied for the current regulatory period is reported by the EA in the appendices to the methodology and have been determined on the basis of the industry-wide cost surveys carried out by the EA in 2014-2015. Following the EMA Amendment, the EA updated the unit prices through an industry-wide cost survey which are applied from 2022. Following the update of the unit prices, the regulatory asset value for Finnish DSOs decreased on average by 15 per cent.

Regulatory Asset Value (RAV)

Similar to RV, RAV (the net present value of the electricity network) is calculated for each year in the regulatory period (per the last day of December). RAV is calculated from RV by applying the network component-specific average age and lifetime selection as provided by the DSO. Such selection must be within the given regulatory lifetime range reported by the EA in the appendices to the methodology. The average age of a component is generally the age since commissioning. The Issuer's predecessor as the network licence holder has selected and reported the component-specific lifetimes to the EA in connection with the commencement of the fourth regulatory period. Subject to their approval, no changes are allowed to the selected lifetimes.

The RAV is calculated separately for each component group. The following equation illustrates the RAV for a specific component group in a given year.

$$(1 - [\text{Component Age/Lifetime}]) * \text{Industry wide EA network component RV}$$

where RV represents the aggregate RV of the whole component group.

To calculate the total RAV of the electricity network, the RAV of all component groups are aggregated.

Regulatory Asset Base (RAB)

After calculating the RAV, the adjusted capital invested in network operations ("**RAB**") is derived by:

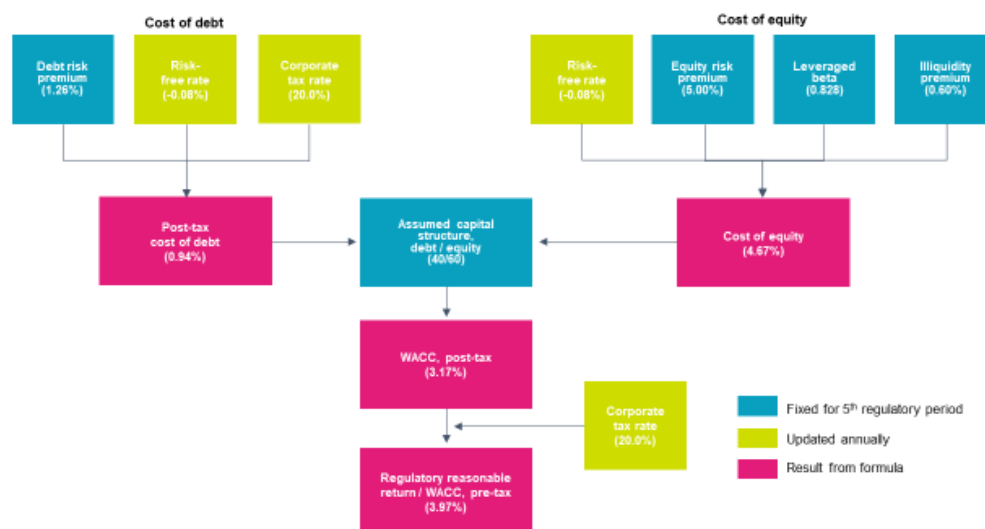
- adding other fixed assets related to the network operations at book value;
- adding work in progress and advance payments;
- adding trade receivables and inventories;
- deducting non-interest-bearing liabilities, including connection charges accrued prior to 2005; and
- deducting tax related to the depreciation difference of assets that are not included in RAV and obligatory provisions of network operations,

to or from the RAV of the network.

Calculation of Regulatory WACC

The reasonable rate of return is equal to the Regulatory WACC (pre-tax) imputed on a notional capital structure. In order to calculate a reasonable return on the network operations, the EA applies the parameters that are presented in the following figure.

WACC framework for the fifth regulatory period (presented parameters are applied for 2022)



During the current regulatory period, Regulatory WACC is applied on a pre-tax basis. This means that the pre-tax Regulatory WACC is applied when calculating the reasonable return and corporate tax is not deducted from DSO's actual adjusted profit.

The risk-free rate and corporate tax rate will be confirmed annually. The equity risk premium, illiquidity premium, leveraged beta, equity beta, debt-risk premium and capital structure beta will remain the same during the current regulatory period.

The parameters applicable to the current regulatory period are discussed below.

Risk-Free Rate

The EA considers the yield to maturity of the ten-year Finnish government euro-denominated bonds as the best approximation of the market risk-free rate to be used in calculating reasonable returns. Following the EMA Amendment, the EA applies the average daily value of the yield to maturity of the ten-year Finnish government euro-denominated bond for previous year's April-September to calculate the risk-free rate.

Equity Risk Premium

Based on various expert opinions and the Market Court's decision (MAO: 635-688/10), the EA has decided to use an equity market premium of 5 per cent. for the current regulatory period.

Debt Risk Premium

During the current regulatory period, the debt-risk premium is 1.26 per cent. The low end of the range for the premium is based on the average indexed returns on 10-year bonds of European utility companies with a Bloomberg credit rating A and the high end of the range is based on such returns for equivalent companies with Bloomberg credit rating BBB, in each case after deducting the average monthly quotations of the 10-year German government bonds. The determination period for debt risk premium metrics for the current regulatory period is June 2009 to May 2019. The debt-risk premium has been determined as the average of the lower and higher ranges.

Debt and Gearing

During the current regulatory period, the EA applies a notional gearing level of 40 per cent. debt and 60 per cent. equity to all Finnish DSOs when calculating the reasonable cost of equity for the purpose of determining the Regulatory WACC. The selected fixed capital structure has been derived from an external study analysing the capital structures of publicly traded entities that have similar characteristics as DSOs and is based on the assumption that such entities have sought to optimize their capital structures.

Beta Coefficient

Based on an external expert opinion, the EA applies an equity beta of 0.828 and an asset beta of 0.54. For the purpose of calculating the reasonable cost of equity and determining the Regulatory WACC, the asset beta coefficient is adjusted to an equity beta coefficient.

Illiquidity Premium

For the current regulatory period, the EA has decided to use an illiquidity premium of 0.6 per cent.

Regulatory Incentives and Determination of Adjusted Actual Profit

To calculate the actual adjusted profit of the DSO, the EA uses the DSO's unbundled statutory profit and loss statement from its statutory financial statements and adjusts it based on the regulatory incentives. The regulatory adjustments are aimed at incentivising operational behaviour that improves the quality, reliability and efficiency of an electricity distributor's operations. These incentives and allowances can provide a meaningful increase to allowed profits for companies that invest in the network, deliver on reliability targets, generate innovative solutions and take steps to enhance security of supply. There are several inflation adjustments in the methodology for the current regulatory period including the derivation of the quality incentive, efficiency incentive and investment incentive.

Investment Incentive

The investment incentive is designed to encourage DSOs to maintain and improve the electricity network through investments. The investment incentive is the difference between accounting depreciation and adjusted straight-line depreciation of RV.

When calculating the DSO's actual adjusted profit, the impact of the investment incentive is deducted from the actual operating profit (loss) of the unbundled financial statement of that DSO.

Quality Incentive

The EA encourages DSOs to improve the quality of electricity distribution by applying a quality incentive to the calculation of actual adjusted profit. The basic underlying principle behind the incentive is to minimise the outage costs to the end-user and the DSO, which arise from disturbances in the DSO's operations.

The calculation of the quality incentive takes into account the difference between actual outage costs and a reference level of outage costs for the medium and high-voltage network. The reference level is based on the DSO's average realised regulatory outage costs from the two previous regulatory periods.

The impact of the incentive is capped at a maximum of +/-15 per cent. of the (pre-tax) reasonable return of the DSO in any given year. The cap and floor of the quality incentive are symmetrical and therefore any quality sanction may not be higher than the possible quality bonus.

Efficiency Incentive

One of the EA's goals is to improve the cost efficiency of the DSOs. Within the incentive the operating costs of the DSO are compared against an efficiency frontier calculated by EA based on industry regulatory parameters. In the current regulatory period, the industry data covers the period 2012-2018. The efficiency incentive includes a general efficiency improvement, which is aimed at encouraging DSOs to improve their operations alongside general technical developments.

Innovation Incentive

The purpose of the innovation incentive is to encourage DSOs to further promote technical and operational innovations. The innovation incentive applies to R&D costs, which are defined by the principles set by the EA. The incentive is capped at 1 per cent of the DSO's revenue during the regulatory period.

USE OF PROCEEDS

The net proceeds of each Tranche of Bonds will be applied towards, amongst other things, general corporate purposes including:

- to refinance indebtedness arising from the Authorised Credit Facilities from time to time; and
- towards fees, costs, expenses, stamp, registration and other taxes incurred in connection with the above.

SUMMARY OF THE COMMON DOCUMENTS

The following is a summary of certain provisions of the principal documents relating to the transactions described in this Base Prospectus. For so long as the Programme remains in effect or any Bonds shall be outstanding, copies of the CTA, STID and MDA (as defined herein) are available at <http://www.elenia.fi/en/investors>.

General Overview

The CTA and the STID contain intercreditor arrangements in respect of the Security Group and the Issuer (the “**Intercreditor Arrangements**”), which bind each of the Secured Creditors (including the Issuer) and each of the Obligors. The Finance Parties all benefit from common terms under their relevant document and a common security package granted by the Security Group (as Obligors under the CTA).

It is a requirement of the CTA that any future provider of an Authorised Credit Facility must accede to and be bound by the terms of the CTA (see “*Common Terms Agreement*” below) and the STID (see “*Security Trust and Intercreditor Deed*” below).

The STID regulates among other things: (a) the claims of the Secured Creditors; (b) the exercise and enforcement of rights by the Secured Creditors; and (c) the giving of instructions, consents and waivers and, in particular, the basis on which votes of the Secured Creditors will be counted.

All agreements listed below and non-contractual obligations arising out of or in connection with them are governed by English law and subject to the exclusive jurisdiction of the English courts.

The table set out below shows the entities within the Security Group both prior to and after the Corporate Reorganisation, and references to such entities in the summary of the Finance Documents below should be read accordingly.

Capacity	Relevant Member of the Security Group	
	Pre-Reorganisation	Post-Reorganisation
Parent	Lakeside Network Investments Holding BV	Replaced by Elenia Holdings S.à r.l.
Obligors	Lakeside Network Investments Holding BV, the then-existing Elenia Holdings S.à r.l., the then-existing Elenia Oy, Elenia Palvelut Oy, Elenia Finance Oy, Elenia Finance S.à r.l.	Elenia Holdings S.à r.l., Elenia Investments S.à r.l., Elenia Oy, Elenia Verkko Oy
Security Group Agent	The then-existing Elenia Oy	Merged into Elenia Verkko Oy
Issuer	Elenia Finance Oy	Merged into Elenia Verkko Oy
PP Note Issuer	Elenia Finance Oy	Merged into Elenia Verkko Oy
Borrowers	The then-existing Elenia Oy and Elenia Finance Oy	Merged into Elenia Verkko Oy
Cash Manager	Elenia Finance Oy	Merged into Elenia Verkko Oy
Elenia Services	Elenia Palvelut Oy	Renamed as Elenia Oy
LuxCo	The then-existing Elenia Holdings S.à r.l.	Merged into Elenia Verkko Oy
Luxco 2	Elenia Finance (SPPS) S.à r.l.	Merged into Elenia Verkko Oy

Common Terms Agreement

Summary

Each of among others, the Issuer, the Obligors, the Security Trustee, the Bond Trustee, the Cash Manager, the Security Group Agent, the Effective Date Liquidity Facility Providers, the ACF Arrangers, the Original Initial ACF Lenders, the Initial ACF Agent, the LF Arrangers, the Liquidity Facility Agent, the Initial Borrower Hedge Counterparties, the Standstill Cash Manager and the Account Bank entered into a common terms agreement dated 10 December 2013 as amended and restated on 3 September 2018 and on 20 December 2019 (the “**Common Terms Agreement**” or “**CTA**”). Elenia Oy acceded as an Obligor, Guarantor and a member of the Security Group to the CTA on 23 December 2014. Further to the Corporate Reorganisation, Elenia Verkko Oyj assumed the rights and obligations of the entities that performed such functions at the time, including as the Security Group Agent, the Issuer, the PP Note Issuer and the Cash Manager under the CTA by operation of law. On 30 December 2019, Elenia Holdings, Elenia Investments and Elenia Verkko Oyj acceded as Obligors to the CTA. On 12 May 2020, OP Corporate Bank acceded as an Account Bank to the CTA. On 25 November 2020, Danske Bank A/S, Finland Branch acceded as an Account Bank to the CTA.

It is a term of the CTA that any representation, covenant, Trigger Event, Event of Default contained in any Authorised Credit Facility which is in addition to those in the CTA and any other Common Document will be unenforceable (save for limited exceptions which, among other things, include tax representations or representations under the Liquidity Facility Agreement or given to the PP Noteholders (including in respect of compliance with sanction regulations) and, covenants relating to “know your customer” checks, the delivery of documents to allow payments to be made without deduction of Tax, the purpose of the relevant facility, provisions as to illegality, information undertakings, indemnities, covenants to pay, voluntary prepayments, cash sweep, equity cure rights, mandatory prepayments (including under the Authorised Credit Facility Agreement), change of control provisions, mandatory “clean down” provisions (other than upon or following the occurrence of any event of default howsoever worded in an Authorised Credit Facility) and covenants relating to remuneration, costs and expenses). In addition, subject to certain conditions, further covenants, representations and Trigger Events may be included where they are extended to all of the Finance Parties.

The CTA sets out the common terms applicable to each Authorised Credit Facility into which any member of the Security Group enters including the Bonds. Save for certain limited exceptions, no Finance Party can have additional representations, covenants, trigger events or Events of Default beyond the common terms deemed to be incorporated by reference into their Authorised Credit Facilities through their execution of, or accession to, the CTA.

It is a requirement of the CTA that future providers of Authorised Credit Facilities accede to the CTA and the STID.

The CTA contains certain indemnities of the Obligors to the Finance Parties in respect of losses caused, inter alia, by Events of Default.

A summary of the representations, covenants, Trigger Events and Events of Default included in the CTA is set out below.

For so long as the Programme remains in effect or any Bonds shall be outstanding, a copy of the CTA is available at <http://www.elenia.fi/en/investors>.

Representations

Pursuant to the CTA each Obligor gives representations at certain times, including on each date upon which any Bonds are issued under the Programme, on each date upon which any other new Authorised Credit Facility is issued or entered into under the Programme and on the date of each request and the first day of any borrowing. Representations to be given by Obligors include (subject to agreed exceptions and qualifications) representations as to its authority and capacity to enter into the Finance Documents, the absence of conflicts between its obligations under the Finance Documents and certain other obligations, the absence of Events of Default and matters as to its centre of main interests.

On the date of the CTA and the Initial Issue Date, each Obligor (other than Elenia Services) made a number of representations in respect of itself to each Finance Party. These representations include (subject, in some cases, to agreed exceptions and qualifications as to materiality and reservations of law) representations as to:

- (a) its due incorporation and power and authority to own its assets and carry on its business as it is being and will be conducted;
- (b) its power and authority to enter into and perform its obligations under the Finance Documents (including in respect of each Issue Date, to create such Bonds) to the extent applicable to it;
- (c) all relevant consents, authorisations, licences and approvals for entry into and exercise of its rights under the Finance Documents having been obtained;
- (d) admissibility in evidence of the Finance Documents in each Obligor's jurisdiction of incorporation, the recognition of the choice of jurisdiction of the courts of the Relevant Jurisdiction in any proceedings, the recognition of the choice of the relevant law to govern such documents and the absence of filing and registration requirements in relation thereto;
- (e) its obligations under the Finance Documents being legal, valid, binding and enforceable;
- (f) its entry into and performance under the Finance Documents not conflicting with any document or agreement which is binding upon it, its constitutional documents or any applicable law or regulation to the extent that such conflict would have a Material Adverse Effect;
- (g) use of intellectual property rights;
- (h) good title to assets, or valid leases or licences of and all appropriate authorisations necessary to carry on its business where a failure to do so has or is reasonably likely to have a Material Adverse Effect;
- (i) absence of Events of Default or Insolvency Events and other similar events and circumstances (which in the case of the latter, has a Material Adverse Effect);
- (j) absence of Trigger Events;
- (k) absence of litigation, arbitration, administrative proceedings or other proceedings which, if adversely determined is or are reasonably likely to have a Material Adverse Effect;
- (l) the accuracy of certain information including financial statements and this Base Prospectus;
- (m) no contingent liabilities that have a Material Adverse Effect;
- (n) that the assumptions used to calculate the financial ratios were made in good faith and after due and careful consideration;
- (o) matters relating to its centre of main interest;
- (p) the Security created by the Security Documents has or will have first ranking priority and it is not subject to any prior ranking or pari passu ranking Security other than: (A) any Security Interest or Quasi-Security arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Security Group and (B) until the Initial Issue Date, the Existing Security Interests;
- (q) the absence of any works council (*ondernemingsraad*) having the right to advise in relation to the entry into and performance of the Finance Documents;
- (r) the absence of any breach of any law or regulation or licence, which breach has a Material Adverse Effect; and
- (s) matters relating to holding companies.

In addition, on each Issue Date and on each date on which any other new Authorised Credit Facility is issued or entered into under the Programme and on each date upon which any new Bonds are issued under the Programme, each Obligor will repeat certain of such representations (the “**Initial Date Representation**”).

On each Payment Date, on each date of a request for a borrowing and on the first day of each borrowing each Obligor shall repeat certain representations including those in paragraphs (a), (b), (j) and (o) above (the “**Repeating Representations**”). An Obligor acceding to an Authorised Credit Facility shall make the Repeating Representations on the date of such accession.

Covenants

The CTA contains certain covenants from each of the Obligors. These include (subject to agreed exceptions and qualifications) information covenants, such as an undertaking by the Security Group Agent to supply certain financial statements of the Security Group and an Investor Report to, amongst others, the Security Trustee and the Bond Trustee, an obligation on each Obligor to notify in certain circumstances the Security Trustee of any Default or Trigger Event relating to it, and general covenants customary for a financing of the type (with customary carve-outs, thresholds and caveats) including in relation to compliance with laws, conduct of business and maintenance of licences and authorisations.

The CTA contains certain covenants from each of the Obligors. A summary of the covenants is set out below.

Information Covenants

- (a) The Security Group Agent undertakes to supply to the Security Trustee, the ACF Agent and any other Facility Agent, the Hedge Counterparties, each PP Noteholder, the Rating Agencies and the Bond Trustee in sufficient copies for all Secured Creditors (other than the Bondholders):
 - (i) audited Annual Financial Statements of the Security Group, prepared on the basis of consolidation at the level of Elenia Palvelut Oy, and related accountants’ report, within 180 days after the end of each Financial Year; and
 - (ii) unaudited Semi-Annual Financial Statements of the Security Group, prepared on the basis of consolidation at the level of Elenia Palvelut Oy, for the first financial half-year in each Financial Year, within 90 days of the end of such financial half-year.
- (b) The Security Group Agent must ensure that:
 - (i) each set of Financial Statements supplied by it is prepared in accordance with the Accounting Standards and includes a cashflow statement, a profit and loss statement and a balance sheet, and gives a true and fair view of or, in the case of any unaudited Financial Statements, fairly presents its financial condition (consolidated or otherwise) as at the date they were drawn up and of the results of its operations during such period;
 - (ii) it notifies the Security Trustee, each PP Noteholder, the Initial ACF Agent and any other Facility Agent, the Hedge Counterparties and the Bond Trustee, among other parties, of any material change to the basis on which its audited consolidated Financial Statements of the Issuer are prepared; and
 - (iii) if any change referred to in paragraph (ii) above results in or could reasonably be expected to result in a deviation, in respect of the calculation of any financial ratio, equal to or greater than 3 per cent. from the result of the calculation of such financial ratio if such change had not occurred, the Security Group Agent may, or if the deviation is equal to or greater than 5 per cent. the Security Group Agent shall, appoint an international firm of auditors to determine amendments and the Security Group Agent shall enter discussions with the Security Trustee and Secured Creditor Representatives with a view to amending the Trigger Event Ratios and/or Default Ratios.
- (c) Unless the Security Trustee has already been so notified, each Obligor (or the Security Group Agent on its behalf) must notify the Security Trustee of any Default or Trigger Event relating to it (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.
- (d) In relation to Compliance Certificates:
 - (i) the Security Group Agent shall, among other things, supply a Compliance Certificate to the Security Trustee and the Bond Trustee and each Rating Agency, among other parties, with each

set of Financial Statements (described in paragraph (a) above), such Compliance Certificate to be accompanied by a statement confirming:

- (A) the ratios which are required to be calculated under the CTA and calculations thereof in reasonable detail;
 - (B) summary details of any acquisition or disposal of Subsidiaries or interest in any Permitted Joint Venture by any member of the Security Group and of any company or business or material disposals by any member of the Security Group, in each case since the previously delivered Compliance Certificate (or, if none, the Initial Issue Date);
 - (C) if the Permitted Non-Core Business Limit is satisfied for the Relevant Period in respect of which that Compliance Certificate is delivered; and
 - (D) the amounts of any Restricted Payment made since the date of the previous Compliance Certificate;
- (ii) each Obligor must ensure that all forward-looking financial ratio calculations and projections are made on the basis of reasonable assumptions and are prepared on a consistent basis updated by reference to the most recent available financial information;
- (iii) the Qualifying Secured Creditors holding at least 33 per cent. by value of Qualifying Senior Debt shall, within ten Business Days of receipt of the Compliance Certificate have the right in accordance the STID to instruct the Security Trustee (such instruction being given not less than two Business Days prior to the end of the ten Business Day period referred to above) to challenge a statement, calculation or ratio in a Compliance Certificate and to call for other substantiating evidence (and the Obligors will be required to promptly provide or procure provision of such information as the Security Trustee shall reasonably request) if it provides a detailed explanation to the Security Group Agent that it has or such Qualifying Secured Creditors have reason to believe (acting reasonably) that any statement, calculation or ratio made in the Compliance Certificate is incorrect or misleading in any material respect and if such statement were to be restated so that it were accurate in all material respects, a Trigger Event would occur;
- (iv) in the event that:
- (A) the information to be provided by the Obligors pursuant to paragraph (iii) above to determine the accuracy of the statement, calculation or ratio being challenged is confidential or commercially sensitive;
 - (B) following receipt of additional information, the Security Trustee (acting as above on the written instructions of the Qualifying Secured Creditors in accordance with the STID) remains of the opinion (acting on the instructions of the Qualifying Secured Creditors) that the statement, calculation or ratio that are the subject of the challenge are materially inaccurate or misleading in a manner that would otherwise result in there being a Trigger Event subsisting; or
 - (C) if the Security Group Agent so directs the Security Trustee,
- the Security Trustee shall, subject to paragraph (v) below and following consultation with the Qualifying Secured Creditors who have directed the Security Trustee and the Security Group Agent, appoint an independent expert as may be agreed with the Security Group Agent (the “**Independent Expert**”) at the Cost of the Obligors to investigate the relevant statement, calculation or ration that is/are the subject of the challenge in the Compliance Certificate;
- (v) any Independent Expert shall enter into a Confidentiality Undertaking in relation to any Confidential Information that it receives in respect of any Compliance Certificate and undertakes to provide a binding report of its conclusions within 30 days of its appointment;

- (vi) no Obligor may make a Restricted Payment (which is not otherwise a Permitted Payment) during:
 - (A) the period starting on (and including) the date on which a Compliance Certificate is delivered ending on (and excluding) the date falling 14 days from such date; and
 - (B) in the event that the Compliance Certificate is challenged in accordance with paragraph (iii) above, the period starting on (and including) the date of the challenge until the earlier of: (a) the date on which investigations in respect of the challenge are completed to the satisfaction of the Security Trustee; (b) the date on which the Independent Expert announces its conclusion that the relevant statement, calculation or ratio that were the subject of the challenge were not materially inaccurate or misleading in a matter that resulted in there being no subsistence of a Trigger Event; and (c) two Business Days after a re-stated Compliance Certificate which is accurate in all material respects (taking into account the findings of the Independent Expert (if applicable)) has been delivered; and
- (vii) there shall be no right to challenge any statement, calculation or ratio in any Compliance Certificate or to call for other substantiating evidence in respect of any statement, calculation or ratio which is approved or provided by the Regulator.
- (e) The Security Group Agent (on behalf of each Obligor) must supply with each set of Financial Statements described in paragraph (a) above to, among others, the Security Trustee, each PP Noteholder, the ACF Agent and any other Facility Agent, the Hedge Counterparties, the Rating Agencies and the Bond Trustee in sufficient copies for all of the relevant Secured Creditors (other than the Bondholders) and each other Secured Creditor an Investor Report.
- (f) Each Investor Report must include:
 - (i) the ratios which are required to be calculated under the CTA and calculation thereof in reasonable detail;
 - (ii) a general update of the status of the business;
 - (iii) confirmation the amount of any Restricted Payment made since the date of the previous Investor Report; and
 - (iv) confirmation that:
 - (A) the Investor Report is accurate in all material respects;
 - (B) no Default or Trigger Event has occurred and is continuing, or if a Default or a Trigger Event has occurred and is continuing, steps (which shall be specified) are being taken to remedy such Default or Trigger Event; and
 - (C) the Security Group is in compliance with the Hedging Policy.
- (g) The Security Group Agent must hold each year an open one-way investor update conference call presentation made by the Security Group Agent to the Secured Creditors including the Bondholders in respect of the on-going business and financial performance of the Security Group.
- (h) Each Obligor shall ensure that the Base Prospectus of the Issuer is updated as required under applicable laws or market practice before the Issuer seeks to issue any further series or tranches of Bonds after the validity period following the filing of the latest update (or, if none, the original filing of the Base Prospectus) has expired.
- (i) So far as permitted by any applicable law, regulation, order or any binding confidentiality obligations, each Obligor undertakes to supply to the Security Trustee and the Bond Trustee, among other parties:
 - (i) as soon as reasonably practicable after becoming aware of the same (subject to commercial sensitivity exceptions), details of any litigation, arbitration or administrative proceedings which

are current or threatened in writing against any Obligor where such proceedings have been, or there is a reasonable likelihood that they will be adversely determined and which would, if adversely determined, be reasonably likely to have a Material Adverse Effect;

- (ii) as soon as reasonably practicable after becoming aware of the same (subject to commercial sensitivity exceptions), details of any communication, enquiry, investigation or proceeding with, from or involving any regulator or other governmental authority, where such communication relates to a matter which has or could reasonably be expected to have a Material Adverse Effect or where such enquiry, investigation or proceeding, if adversely determined, would have or could reasonably be expected to have a Material Adverse Effect; and
 - (iii) such material information (including hedging information) about the business and financial condition of the Security Group which can be requested by the Security Trustee on the instruction of Qualifying Secured Creditors holding at least 20 per cent. by value of the Qualifying Secured Debt, provided that, when no Event of Default or Trigger Event subsists, only one such request may be made in any 12-month period.
- (j) In addition, the Issuer shall maintain an open access investor website (being <http://www.elenia.com/en/financialinformation/debt-investor-information>) (the “**Designated Website**”) on which information to be provided pursuant to the CTA to the Secured Creditors shall be published. Notwithstanding the foregoing the Issuer may designate a third party to operate and manage the Designated Website on its behalf. The Issuer must promptly, upon becoming aware of its occurrence, notify the Security Trustee and the Bond Trustee if the Designated Website cannot be accessed for a period of five business days or the Designated Website or any information on it is infected by an electronic virus or similar software for a period of five Business Days, in which case each relevant Obligor must supply the Security Trustee and the Bond Trustee with all information required under the CTA in paper form with copies as requested by any Finance Party.

General Covenants

Pursuant to the CTA, each Obligor (other than the Issuer) gives covenants which are customary for a financing of the type (with customary carve-outs, thresholds and caveats) including in relation to compliance with laws, conduct of business and maintenance of licences and authorisations. In particular, each Obligor (other than the Issuer) gives the following covenants:

- (a) to obtain, comply with and do all that is necessary to maintain in full force and effect any material Authorisation required under any law or regulation of a Relevant Jurisdiction to enable it to carry on its business, perform its obligations under the Finance Documents and to ensure (subject to the Reservations) the legality, validity and enforceability or admissibility in evidence of any Finance Document where failure to do so would have or would be reasonably likely to have a Material Adverse Effect;
- (b) to comply with all laws to which it may be subject if failure to comply has or is reasonably likely to have a Material Adverse Effect;
- (c) to comply with all Environmental Laws and obtain and ensure compliance with all requisite Environmental Permits and implement procedures to monitor compliance with and prevent liability under any Environmental Law, where failure to do so has or is reasonably likely to have a Material Adverse Effect;
- (d) promptly to inform the Security Trustee and the Secured Creditor Representatives in writing of any Environmental Claim against any member of the Security Group where the claim, if adversely determined, would be reasonably likely to have a Material Adverse Effect;
- (e) not to enter into any amalgamation, demerger, merger, consolidation, or corporate reconstruction other than a Permitted Transaction or a Permitted Disposal;
- (f) only to carry on the Permitted Business and Permitted Non-Core Business;

- (g) not to acquire a company or any shares or securities or a business or undertaking or other ownership interests or incorporate any company other than by way of a Permitted Acquisition or Permitted Transaction;
- (h) not (among other things) to enter into, invest in or acquire any interest in, transfer assets, lend to or guarantee or give any indemnity or Security Interests for the obligations of any Joint Venture other than any Permitted Joint Venture, Permitted Acquisition, Permitted Disposal or a Permitted Loan;
- (i) that Elenia Holdings shall only trade, carry on any business, own any assets or incur any liabilities as follows:
 - (i) the provisions of administrative services to other members of the Security Group of a type customarily provided by a holding company to its Subsidiaries;
 - (ii) credit balances in bank accounts, cash and Cash Equivalent Investments but only if these are subject to any Security Document;
 - (iii) owning any assets, incurring any liabilities and performing obligations under the Finance Documents to which it is a party and professional fees and administration costs in connection therewith and otherwise in the ordinary course of business as a holding company;
 - (iv) entering into any service agreements and employment arrangements as may be reasonably necessary to conduct any activities required in the ordinary course of business of a holding company (including, but not limited to, transactions of such a nature entered into with related parties to in-source services that have previously been out-sourced to external service providers);
 - (v) incurring liability to pay Tax and paying the Tax;
 - (vi) entering into Permitted Loans or making Restricted Payments; or
 - (vii) making Permitted Payments;
- (j) to ensure that unsecured and unsubordinated claims of a Secured Creditor against it under the Finance Documents rank at least pari passu with the claims of its other unsecured and unsubordinated creditors except where mandatorily preferred by laws of general application to companies;
- (k) not to create or permit to subsist any Security Interest over any of its assets other than Security or Quasi Security which is a Permitted Security, a Permitted Disposal or a Permitted Transaction;
- (l) not to enter into a single transaction or series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset, unless it is a Permitted Disposal, a Permitted Transaction or a Permitted Payment;
- (m) not to enter into any transaction with any person otherwise than on arm's length terms and for fair market value unless such transaction is permitted under applicable law and is:
 - (i) an intra-Security Group loan or an Investor Funding Loan permitted under the CTA;
 - (ii) for the payment of fees, costs and expenses payable under the Finance Documents in the amounts set out therein;
 - (iii) a Permitted Transaction or any Permitted Payment;
 - (iv) a transaction between members of the Security Group which are permitted by the terms of the Common Documents; or
 - (v) holding company service and employment agreements or other arrangements permitted under the CTA.
- (n) not to be the creditor in respect of any Financial Indebtedness other than where such Financial Indebtedness is a Permitted Loan;

- (o) not to incur or allow to be outstanding any guarantee in respect of any person other than a Permitted Guarantee;
- (p) not to make a Restricted Payment unless the Restricted Payment Condition is satisfied, other than where such Restricted Payment is a Permitted Payment or a Restricted Payment as a result of the solvent liquidation or reorganisation of any member of the Security Group which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Security Group (other than Elenia Holdings);
- (q) not to incur or permit to be outstanding any Financial Indebtedness other than Permitted Financial Indebtedness, Permitted Additional Financial Indebtedness or a Permitted Transaction. No Obligor may incur (other than through any WC Facility or Capex Facility) or change the scheduled maturity date of any Financial Indebtedness if as a result there would fall due, in any period of 36 months, an aggregate principal amount (including accretions by indexation (other than mandatory breaks in respect thereof) of the notional amount under any Hedging Agreement and excluding uncrystallised payments under any Hedging Agreement) in excess of:
 - (i) the higher of (x) €500,000,000 and (y) 50 per cent. of the aggregate principal amount of outstanding Senior Debt, in each case at the relevant time; or
 - (ii) such larger amount provided that:
 - (A) the Security Group Agent has first obtained confirmation from the Ratings Agencies currently appointed that this will not result in a downgrade of the Bonds to the lower of: (I) the long-term credit rating of the Bonds on the Initial Issue Date; and (II) the then current long-term credit rating (as long as it is Investment Grade); or
 - (B) if one or more Rating Agencies cannot provide such confirmation, the Security Group Agent certifies (providing evidence) that such increase will not result in the then long-term credit rating on the Bonds to be reduced below the lower of: (I) the long-term credit rating of the Bonds on the Initial Issue Date; and (II) the then current long-term credit rating of the Bonds, as long as it is Investment Grade;
- (r) not to issue any shares except pursuant to a Permitted Share Issue or the solvent liquidation or reorganisation of any member of the Security Group which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Security Group (other than Elenia Holdings);
- (s) to maintain insurances with reputable independent insurance companies or underwriters on and in relation to its business and assets against those risks and to the extent as is commercially prudent in accordance with good industry practice for such assets for companies carrying on the same or a substantially similar business;
- (t) if an Event of Default is continuing or the Security Trustee reasonably suspects that an Event of Default is continuing, subject to existing contractual arrangements and applicable law, to permit the Security Trustee and/or its accountants or other advisers and contractors to have free access at reasonable times and on reasonable notice at the Obligor's cost to the premises, assets, books, accounts and records of each member of the Security Group and to meet and discuss matters with senior management of the Security Group and its Auditors;
- (u) to use all reasonable endeavours to preserve and maintain the subsistence and validity of the material Intellectual Property Rights necessary for its business and obtaining all necessary registrations where failure to do so is reasonably likely to have a Material Adverse Effect;
- (v) not to amend, vary, novate, supplement, supersede, waive or terminate any term of a Finance Document, except in accordance with the provisions of the STID and its own terms;
- (w) not to enter into any Treasury Transaction, other than the hedging transactions documented by the Hedging Agreements or in accordance with the Hedging Policy;

- (x) not to do anything to change its centre of main interests for the purpose of Council Regulation (EC) No. 1346/2000;
- (y) to use reasonable endeavours to maintain a rating of the Bonds issued by the Issuer from at least one Rating Agency (and may, in addition, seek a credit rating from any other rating agency) and to cooperate with the Rating Agencies in connection with any reasonable request for information in respect of the maintenance of a rating and with any review of its business which may be undertaken by one or more of the Rating Agencies after the Initial Issue Date;
- (z) not to change the accounting reference date unless the process specified in the CTA is followed and such change could not be reasonably expected to have a Material Adverse Effect;
- (aa) to retain at all times internationally reputable auditors;
- (bb) Elenia Oy shall procure that at all times there be at least one independent director on the board of directors of the Issuer;
- (cc) not to change its constitutional documents without the Security Trustee's consent, if such change would be reasonably likely to have a Material Adverse Effect; and
- (dd) to pay and discharge all Taxes imposed on it or its assets within the time period allowed without incurring penalties unless and to the extent that: (i) such payment is being contested in good faith; (ii) such Obligor has adequate reserves for those Taxes and the costs required to contest them which have been disclosed in its latest financial statements delivered to the Security Trustee; and (iii) such payment can be lawfully withheld or a failure to pay such Taxes does not or would not reasonably be expected to have a Material Adverse Effect.

Pursuant to the CTA (as amended by the STID), the Issuer additionally covenants (including but not limited to) the following:

- (a) to at all times carry on and conduct its affairs in its own name;
- (b) to keep proper separate books of account, records and financial statements and allow the Bond Trustee and any person appointed by the Bond Trustee to whom the Issuer shall have no reasonable objection free access to such books of account, records and financial statements at all reasonable times during normal business hours;
- (c) not to commingle its assets with the assets of any other entities;
- (d) to pay its own Liabilities out of its own funds (or funds that it is otherwise permitted to obtain);
- (e) to use reasonable endeavours to correct any known misunderstanding regarding its separate identity of which it is aware;
- (f) to use its own stationery, invoice and cheques;
- (g) subject to the Reservations, not to permit any of the Finance Documents to become invalid and not to vary or waive any term save as permitted by the Finance Documents and to maintain and take all reasonable steps to enforce its rights and exercise its discretions under the Finance Documents in accordance with good industry practice;
- (h) promptly to do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee or the Bond Trustee may reasonably specify:
 - (i) to perfect the Security Interest created by the Finance Documents or for the exercise of any rights, powers and remedies of the Security Trustee or the Secured Creditors provided by or pursuant to the Finance Documents or by law;
 - (ii) to confer on the Security Trustee or confer on the Secured Creditors a Security Interest over any property and assets of that Obligor (as applicable) located in any jurisdiction equivalent or similar to the Security Interest intended to be conferred by or pursuant to any Security Document; and/or

- (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of any Security Document;
- (i) to take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interest conferred or intended to be conferred on the Security Trustee or the Secured Creditors by or pursuant to the Finance Documents;
- (j) so far as permitted by applicable law and subject to any binding confidentiality restrictions, to give to the Bond Trustee such opinions, certificates, information and evidence as it shall require and in such form as it shall require for the purpose of the discharge or exercise of the duties, trusts, powers, authorities and discretions vested in it under the Bond Trust Deed or by operation of law;
- (k) so long as any of the Bonds or Coupons remains liable to prescription and so far as permitted by applicable law and subject to any binding confidentiality restrictions, to execute and do all such further documents, acts and things as may be necessary at any time or times in the opinion of the Bond Trustee for the purpose of discharging its functions under, or giving effect to the Bond Trust Deed;
- (l) to maintain an Agent Bank, Reference Banks, Paying Agents, a Registrar, Transfer Agents, Exchange Agents and other Paying Agents in accordance with the Conditions and maintain such other agents as may be required by the Conditions or by any other stock exchange (not being the London Stock Exchange) on which the Bonds may be listed;
- (m) where the only city in which any Bonds are for the time being listed or quoted is located in the United Kingdom, but without prejudice to the rights of the Issuer (subject to compliance with the terms of the Agency Agreement) to terminate any particular paying agency, use reasonable endeavours to appoint and maintain (in each case, if lawful so to do) a Paying Agent having a specified office in a city located in mainland Europe, provided that:
 - (i) the Issuer shall not be in breach of the provisions of this subparagraph (x) if the Issuer does not appoint or maintain such additional Paying Agent:
 - (A) following advice by an independent expert (reasonably acceptable to the Bond Trustee) that appointment or maintenance thereof would, or would be reasonably likely to, cause the Issuer significant loss, cost, expense or inconvenience; or
 - (B) where such country or countries as might be satisfactory with regard to subparagraph (A) above are, in the opinion of the Issuer (as certified to the Bond Trustee by a Director of the Issuer), undesirable for financial, economic, political and/or market reasons; and
 - (ii) without prejudice to Condition 6 (*Interest and other Calculations*), where the Issuer could meet its obligations under paragraph (s) above and this paragraph (ii) only by selecting a country pursuant to whose laws or regulations payment would be conditional upon some certificate or declaration by or on behalf of any person the Issuer shall, nevertheless, be entitled so to select;
- (n) to procure the Principal Paying Agent and the Registrar to notify the Bond Trustee forthwith in the event that the Principal Paying Agent or, as the case may be, the Registrar does not, on or before the due date for any payment in respect of the Bonds or any of them or any of the relative Receipts or Coupons, receive unconditionally pursuant to the Agency Agreement payment of the full amount in the requisite currency of the moneys payable on such due date on all such Bonds, Receipts or Coupons as the case may be;
- (o) in the event of the unconditional payment to the Principal Paying Agent, the Registrar or the Bond Trustee of any sum due in respect of the Bonds or any of them or any of the relative Receipts or Coupons being made after the due date for payment thereof, give or procure to be given notice to the relevant Bondholders in accordance with Condition 17 (*Notices*) that such payment has been made;
- (p) if the relevant Final Terms indicate that the Bonds are to be listed on a relevant Stock Exchange, to use its reasonable endeavours to maintain the quotation or listing on the relevant Stock Exchange of those of the Bonds which are quoted or listed on the relevant Stock Exchange or, if it is unable to do so having

used its reasonable endeavours or if the Bond Trustee agrees that the maintenance of such listings is unduly onerous, use its reasonable endeavours to obtain and maintain a quotation or listing of the Bonds on such other stock exchange or exchanges or securities market or markets as the Issuer may (with the prior written approval of the Bond Trustee) decide and also upon obtaining a quotation or listing of such Bonds issued by it on such other stock exchange or exchanges or securities market or markets enter into a trust deed supplemental to the Bond Trust Deed and/or a supplemental paying agency agreement, in each case, as required to effect such consequential amendments to the Bond Trust Deed or the Agency Agreement as the Bond Trustee may require or as shall be requisite to comply with the requirements of any such stock exchange or securities market;

- (q) so long as any of the Bonds or Coupons remains liable to prescription, comply with and perform all its obligations under the Agency Agreement and use its reasonable endeavours to procure that the Agent Bank, the Paying Agents, the Registrar, any Transfer Agent and the other Paying Agents comply with and perform all their respective obligations thereunder and (in the case of the Paying Agents and the Registrar) any notice given by the Bond Trustee pursuant to paragraph (a) of clause 2.3 (Bond Trustee's requirements regarding Paying Agents etc.) of the Bond Trust Deed and, except as contemplated therein, not make any amendment or modification to such Agreement without the prior written approval of the Bond Trustee and use all reasonable endeavours to make such amendments to such Agreement as the Bond Trustee may require;
- (r) to use its reasonable endeavours to procure that Euroclear and/or Clearstream, Luxembourg issue(s) any record, certificate or other document requested by the Bond Trustee under the Bond Trust Deed or otherwise as soon as practicable after such request;
- (s) The Cash Manager shall provide the cash management services set out in the CTA and, in connection therewith shall:
 - (i) prepare and keep, or procure that each Obligor shall prepare and keep, such accounts and books and records as are required by applicable law and otherwise maintain such accounts, books and records for each Obligor as are necessary for the proper and efficient management of each of their respective businesses;
 - (ii) provide such cash management services to members of the Security Group as are necessary for the proper and efficient management of each of their respective businesses and as are necessary for each Obligor to comply with its obligations under the Finance Documents, including but not limited to:
 - (A) monitoring each Obligor's respective reporting obligations under the Finance Documents and procuring the preparation and the provision of accounts, reports and other information to its creditors in accordance with the Finance Documents;
 - (B) monitoring and managing the bank accounts of each Obligor and ensuring that payments into and from such accounts are only made to the extent permitted under, and in accordance with, the terms of the Security Documents and the Finance Documents; and
 - (C) procuring that Auditors are duly appointed to each Obligor required to produce audited accounts under any applicable law or under the Finance Documents and assisting Auditors with the annual audit;
- (t) not to do anything to change the location of its centre of main interests, for the purposes of Council Regulation (EC) No 1346/2000 of 29 May 2000 on insolvency proceedings;
- (u) to use reasonable endeavours to maintain a credit rating from at least one Rating Agency for the Bonds, and may, in addition, seek a credit rating from any other rating agency;
- (v) to cooperate with the Rating Agencies in connection with any reasonable request for information in respect of the maintenance of a rating;

- (w) not to change its Accounting Reference Date, unless the conditions in the CTA are met (*mutatis mutandis*);
- (x) at all times to retain internationally reputable auditors and, as soon as reasonably practicable, inform the Security Trustee, the Arranger of the Programme and the Dealer of any change to its auditors;

Trigger Events

The CTA also sets out certain Trigger Events, the occurrence of which triggers, amongst other things, a prohibition (subject to agreed exceptions and qualifications) on the Obligor making a Restricted Payment until the Calculation Date after the Trigger Event is cured and provided that no Trigger Event is then subsisting. The CTA further specifies remedies specific to each Trigger Event.

(a) *Liquidity Required Amount*

The sum of the amount available under a Liquidity Facility Agreement at any time and any amount credited to the Debt Service Reserve Account is in aggregate less than the Liquidity Required Amount.

(b) *Financial ratios*

On any date when any of the following ratios is calculated in accordance with the CTA to breach the relevant level specified below (each a “**Trigger Event Ratio Level**”) as determined at the Calculation Date relating to the relevant Calculation Period:

- (i) for the duration of the First Ratio Adjustment Period:
 - (A) the Interest Coverage Ratio is less than 1.46 to 1;
 - (B) the Leverage Ratio is greater than 10.18 to 1;
- (ii) for the duration of the Second Ratio Adjustment Period:
 - (A) the Interest Coverage Ratio is less than 1.53 to 1;
 - (B) the Leverage Ratio is greater than 9.96 to 1;
- (iii) for the duration of the Third Ratio Adjustment Period:
 - (A) the Interest Coverage Ratio is less than 1.62 to 1;
 - (B) the Leverage Ratio is greater than 9.72 to 1;
- (iv) thereafter:
 - (A) the Interest Coverage Ratio is less than 1.70 to 1;
 - (B) the Leverage Ratio is greater than 9.50 to 1,

in each case as stated in the relevant Compliance Certificate.

(c) *Liquidity for Capital Expenditure and Working Capital (the **Liquidity for Capital Expenditure and Working Capital Trigger Event)***

If, as at any Calculation Date, the aggregate of:

- (i) Elenia Verkko Oyj operating cash flows (including monies standing to the credit of the Operating Accounts) available or forecast to be available to meet Capital Expenditure and working capital requirements for the next 12 months; and
- (ii) amounts available to be drawn in the next 12-month period under the Capex Facility and the WC Facility,

is less than the aggregate of:

- (A) Elenia Verkko Oyj's forecast Capital Expenditure projected for the next 12-month period; and
- (B) Elenia Verkko Oyj's forecast working capital requirements for the next 12-month period.

(d) *Amendment of Licence*

A Regulator gives Elenia Verkko Oyj notice of any proposed or actual modification to the Networks Licence which has, or would reasonably be expected to have, a Material Adverse Effect or result in a breach of the Default Ratios.

(e) *Transfer of electricity system*

Elenia Verkko Oyj receives written notice from the Regulator or is involved in other proceedings with the Regulator in respect of the transfer of its electricity system to another system operator, in each case where such transfer is reasonably likely to occur and would or would reasonably be expected to have a Material Adverse Effect or result in a breach of the Default Ratios.

(f) *Adverse Legislation*

The commencement of the final reading of any draft legislation or similar governmental instrument or the equivalent stage, which if enacted or otherwise brought into force, would or would reasonably be expected to have a Material Adverse Effect or result in a breach of the Default Ratios.

(g) *Drawdown on Liquidity Facilities*

An Obligor draws down under a Liquidity Facility (excluding any drawing or repayment of any Standby Drawing) or withdraws sums credited to a Debt Service Reserve Account, respectively, or a Liquidity Standby Account, if the withdrawal of such amount is for the purposes of making scheduled debt service payments on the Senior Debt.

(h) *Event of Default*

Without prejudice to the other remedies in respect thereof, and subject to the expiry or any applicable grace or remedy, the occurrence of an Event of Default which is continuing.

(i) *Credit rating downgrade*

The long-term credit rating of any Bonds ascribed by the Ratings Agency/ies (which have been engaged by the Issuer to provide a public long-term credit rating) is downgraded below Investment Grade.

(j) *Auditor qualification*

The Auditors formally qualify their report (rather than include in it matters of emphasis or other equivalent statements) on any audited Financial Statements provided by the Security Group and such qualification has or is reasonably expected to have a Material Adverse Effect.

(k) *Super Senior inflation linked Hedging Agreements*

On any Calculation Date the aggregate amount of all accretions by indexation to the aggregate original notional amount of any Super Senior Hedging Agreements which hedge payments to be made by reference to inflation is greater than 8 per cent. of the aggregate principal amount of Senior Debt outstanding as at the most recent Calculation Date.

(l) *Conduct of Business*

The Permitted Non-Core Business Limit is exceeded on two consecutive Calculation Dates.

Trigger Event Consequences

Following the occurrence of a Trigger Event and at any time until such Trigger Event has been waived by the Security Trustee or remedied in accordance with the Trigger Event Remedies (see “*Trigger Event Remedies*” below) the following provisions (the “**Trigger Event Consequences**”) will apply:

(a) *Proposals for Remedy and Meetings*

The Security Trustee may request the Security Group, or such members thereof as the Security Trustee may consider appropriate or as it may be directed to request by the Qualifying Secured Creditors (acting reasonably) representing at least 20 per cent. of the Outstanding Principal Amount under the Qualifying Secured Debt provided the Trigger Event is continuing for 12 months or more: (i) to provide the Security Trustee within a specified timeframe being not less than 30 Business Days with its written proposals for the remedy of the Trigger Event (to the extent the same is capable of remedy by the Security Group); and/or (ii) to meet with the Security Trustee and such Secured Creditor Representatives as the Security Trustee may request such meeting to discuss the ramifications of the Trigger Event and its remedy.

(b) *No Restricted Payments*

No Obligor may make a Restricted Payment until the Calculation Date after the Trigger Event is cured and provided that no Trigger Event is then subsisting.

(c) *Further Information*

So far as permitted by any applicable law, regulation, order or any binding confidentiality obligations and provided the Trigger Event is continuing for 12 months or more, the Security Group must provide such information as to the relevant Trigger Event (including its causes and effects) as may be requested by the Security Trustee acting on the instructions of 20 per cent. or more by value of the Qualifying Secured Creditors, provided that no Obligor will be obliged to provide any information which is commercially sensitive and disclosure of such information could be materially prejudicial to the business and interests of such Obligor or the Security Group taken as a whole or supply details of any communication, correspondence, enquiry, investigation or proceeding of a preliminary nature unless and until there is a reasonable prospect that the matters addressed therein are reasonably likely to proceed in such a manner that, if adversely determined, would have or could reasonably be expected to have a Material Adverse Effect.

Trigger Event Remedies

At any time when an Obligor believes that a Trigger Event has been remedied by virtue of any of the following, it must serve notice on the Security Trustee (signed by two directors) to that effect. The Security Trustee must respond within ten days (or such longer period as it may reasonably agree with the relevant Obligor (as the case may be)) confirming that the relevant Trigger Event has, in its reasonable opinion, been remedied or setting out its reasons for believing that such Trigger Event has not been remedied (in which case, such event shall continue to be a Trigger Event until such time as the Security Trustee is reasonably satisfied that the Trigger Event has been remedied).

The following shall constitute remedies to the Trigger Events (each, a “**Trigger Event Remedy**”):

(a) *Liquidity Required Amount*

The occurrence of the Trigger Event in respect of the Liquidity Required Amount will be remedied if an Obligor provides the Security Trustee with documentation (including a certificate signed by two directors of the Obligor confirming what the Liquidity Required Amount is at the relevant time) evidencing the availability of Liquidity Facilities and/or amounts standing to the credit of the Debt Service Reserve Accounts up to the Liquidity Required Amount.

(b) *Financial ratios*

The breach of a Trigger Event Ratio Level will be remedied if such ratio is or such ratios are equal to or better than the Trigger Event Ratio Level as determined as at the most recently occurring Calculation Date relating to the Relevant Period as stated in the Compliance Certificate.

(c) *Liquidity for Capital Expenditure and Working Capital*

The Liquidity for Capital Expenditure and Working Capital Trigger Event will be remedied if on any subsequent date the amounts referred to in paragraphs (i) and (ii) of the Trigger Events for “Liquidity for Capital Expenditure” and “Working Capital Trigger Event” are in aggregate equal to or greater than the aggregate of the amounts referred to in paragraphs (A) and (B) thereof.

(d) *Amendment of Licence*

The occurrence of the Trigger Event in respect of the amendment of any licence will be remedied if an Obligor provides the Security Trustee with written confirmation together with such supporting evidence as may be required by the Security Trustee evidencing that:

- (i) the proposed or actual modification to the Networks Licence will not be made; or
- (ii) Elenia Verkko Oyj has agreed a form of modification to the Networks Licence which does not and would not be reasonably expected to have a Material Adverse Effect or result in a breach of the Default Ratios.

(e) *Transfer of electricity system*

The occurrence of the Trigger Event in respect of the transfer of electricity system will be remedied if an Obligor provides the Security Trustee with written confirmation together with such supporting evidence as may be required by the Security Trustee evidencing that the proposed transfer (as referred to in the relevant written notice or other proceedings) of its electricity system to another system operator will not take place.

(f) *Adverse Legislation*

The occurrence of the Trigger Event in relation to adverse legislation will be remedied if the draft legislation or similar governmental instrument: (i) fails to become an act of parliament within six months or the final reading; or (ii) is brought into force in a form which is reasonably likely not to have a Material Adverse Effect or result in a breach of the Default Ratios.

(g) *Drawdown on Liquidity Facility*

The occurrence of a Trigger Event in relation to drawdowns under a Liquidity Facility will be remedied if the aggregate balance drawn down (other than by way of Standby Drawings) under any Liquidity Facility is repaid in full together with all interest accrued thereon and an amount equal to any sums withdrawn from the Debt Service Reserve Accounts or the Liquidity Standby Accounts for the purposes of making scheduled debt service payments on the Secured Debt is deposited into the Debt Service Reserve Accounts or the Liquidity Standby Accounts.

(h) *Event of Default*

The occurrence of a Trigger Event in relation to an Event of Default will be remedied if the Event of Default is waived in accordance with the STID or is remedied to the satisfaction of the Security Trustee.

(i) *Credit Rating Downgrade*

The occurrence of a Trigger Event in relation to a credit rating downgrade will be remedied if the credit rating of the Bonds given by the Rating Agency/ies that have been engaged by the Issuer to provide a public long-term credit rating is no longer below Investment Grade.

(j) *Auditor qualification*

The occurrence of a Trigger Event in respect of an audit qualification will be remedied if either a further set of audited Financial Statements are issued in respect of which the audit report is not qualified or the original audit qualification is withdrawn.

(k) *Super Senior inflation linked Hedging Agreements*

The occurrence of a Trigger Event in respect of super senior inflation linked Hedging Agreements will be remedied if on any subsequent Calculation Date, the aggregate amount of all accretions by indexation to the aggregate original notional amount of any Super Senior Hedging Agreements which hedge payments to be made by reference to inflation no longer exceed 8 per cent. of the aggregate principal amount of Senior Debt as at that subsequent Calculation Date.

(l) *Conduct of Business*

The occurrence of a Trigger Event in respect of Conduct of Business will be remedied with effect from the first Calculation Date following the occurrence of that Trigger Event in respect of which a Compliance Certificate is delivered demonstrating that the Permitted Non-Core Business Limit is no longer exceeded.

Events of Default

The CTA contains events of default which together constitute the “**Events of Default**” under each Finance Document other than any Liquidity Facility Agreement and any Hedging Agreement, each one being an “**Event of Default**”.

These include (subject to agreed exceptions and qualifications) an Obligor’s failure to pay amounts payable under the Finance Documents as specified thereunder subject to certain exceptions, a breach of financial covenants, a breach of other obligations by an Obligor under specified circumstances and misrepresentation by an Obligor in Finance Documents.

(a) *Non payment*

An Obligor does not pay on the due date of amounts payable under the Finance Documents in the manner required under such documents unless its failure to pay is caused by administrative or technical error and payment is made within three Business Days of the due date.

(b) *Breach of Financial Covenants*

Either:

- (i) the Interest Coverage Ratio; and/or
- (ii) the Leverage Ratio,

in each case, as at the relevant Calculation Date as stated in the Compliance Certificate produced in respect of any Reporting Date breaches the relevant Default Ratio and provided that an Event of Default under paragraph (i) or (ii) may be cured by exercise of any Equity Cure Right at any time.

(c) *Breach of other Obligations*

An Obligor does not comply with any provision of the Finance Documents (other than those referred to in paragraphs (a) and (b) above, and other than where an Obligor does not comply with any requirement in paragraph (p) under “*General Covenants*” above) where such noncompliance has a Material Adverse Effect, other than (including in the case of a breach of paragraph (p) under “*General Covenants*” above) if the failure to comply is capable of remedy and is remedied within 20 Business Days of the earlier of: (i) the Security Trustee giving notice to the Security Group Agent; and (ii) the Security Group Agent becoming aware of the failure to comply.

(d) *Misrepresentation*

Any representation or statement made by an Obligor in Finance Documents or in any document delivered by or on behalf of any Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made other than if the failure or event or circumstance giving rise to the breach is capable of remedy and is remedied within 20 Business Days of the earlier of: (i) the Security Trustee giving notice to Elenia Verkko Oyj; and (ii) Elenia Verkko Oyj becoming aware of the event or circumstance.

(e) *Insolvency*

- (i) Any Obligor is unable or admits inability to pay its debts as they fall due or is deemed to or declared to be unable to pay its debts under applicable law, suspends or threatens to suspend making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors generally with a view to rescheduling any of its indebtedness other than where the relevant indebtedness arises under any Subordination Liabilities or Subordinated Intragroup Liabilities, any intragroup loan or guarantee or any amount owed to a Subordinated Creditor Subordinated Intragroup Creditor.
- (ii) A moratorium is declared in respect of any indebtedness of any Obligor, provided that, if a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.
- (iii) An Obligor incorporated in the Netherlands gives notice to the Dutch tax authorities under section 36(2) of the Dutch 1990 Tax Collection Act (*Invorderingwet 1990*).

(f) *Insolvency Proceedings*

- (i) Any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (A) the suspension of payments, a moratorium of any indebtedness, winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor (under Finnish law *konkurssi*, *yrityssaneeraus* or *selvitystila*);
 - (B) a composition, compromise, assignment or arrangement with creditors generally of any Obligor (as part of a general composition, compromise, assignment or arrangement affecting such Obligor's creditors generally) other than a composition compromise, assignment or arrangement with respect to any Subordinated Liabilities or Subordinated Intragroup Liabilities, any intragroup loan or guarantee or any amount owed to an Investor; or
 - (C) the appointment of a liquidator, receiver, administrator, compulsory manager or other similar officer in respect of any Obligor,
- (ii) or any analogous procedure or step is taken in any jurisdiction, other than: (A) any winding-up petition which is: (I) being contested in good faith by any Obligor; or (II) frivolous or vexatious and is discharged, stayed or dismissed within 20 Business Days of commencement or, if earlier, the date on which it is advertised; or (B) any step or procedure contemplated by paragraph (b) of the definition of Permitted Transaction; or (C) in respect of any such action, legal proceedings or step over or relating to assets, the aggregate value of which does not exceed €10 million.

In respect of an Obligor incorporated in the Netherlands, a reference in paragraph 5 (Insolvency) and this paragraph to:

- (A) the “suspension of payments” or a “moratorium” includes *surseance van betaling* and emergency regulations (*noodregeling*);
- (B) an “administrator” includes a *bewindvoerder*;
- (C) a “receiver” includes a curator; and
- (D) “a winding up”, “administration” or “dissolution” includes *failliet verklaard* and *ontbonden*.

- (i) In respect of an Obligor incorporated in Luxembourg, a reference to:
 - (A) a liquidator, receiver, administrator, compulsory manager or other similar officer includes, without limitation, any:
 - I. *juge-commissaire* or insolvency receiver (*curateur*) appointed under the Luxembourg Commercial Code;
 - II. *liquidateur* appointed under Articles 141 to 151 (inclusive) of the Luxembourg act dated 10 August 1915 on commercial companies, as amended;
 - III. *juge-commissaire* or *liquidateur* appointed under Article 203 of the Luxembourg act dated 10 August 1915 on commercial companies, as amended;
 - IV. *commissaire* appointed under the Grand-Ducal decree of 24 May 1935 on the controlled management regime or under Articles 593 to 614 (inclusive) of the Luxembourg Commercial Code; and
 - V. *juge-délégué* appointed under the Luxembourg act of 14 April 1886 on the composition to avoid bankruptcy, as amended;
 - (B) a winding-up, administration or dissolution includes, without limitation, bankruptcy (*faillite*), insolvency, voluntary or judicial liquidation (*liquidation volontaire ou judiciaire*), composition with creditors (*concordat préventif de faillite*), reprieve from payment (*sursis de paiement*), controlled management (*gestion contrôlée*), general settlement with creditors, reorganisation or similar laws affecting the rights of creditors generally.

(g) *Unlawfulness and invalidity*

- (i) It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents or any Security Interest created or expressed to be created or evidenced by the Security Documents ceases to be effective or becomes unlawful or any subordination created under the STID ceases to be effective or is or becomes unlawful.
- (ii) Any obligation or obligations of any Obligor under any Finance Documents or any other member of the Security Group under the STID are not (subject to the Reservations) or cease to be legal, valid, binding or enforceable.
- (iii) Any Finance Document ceases to be in full force and effect or any Security Interest or any subordination created under the STID ceases to be legal, valid, binding, enforceable or effective or is alleged by a party to it (other than a Finance Party) to be ineffective.

(h) *Repudiation and rescission of agreements*

- (i) An Obligor either rescinds or repudiates or purports to rescind or repudiate a Finance Document or evidences an intention to rescind or repudiate a Finance Document.
- (ii) Any party to the STID (other than a Finance Party or an Obligor) fails to comply with the provisions of, or does not perform its obligations under the STID.
- (iii) Any representation or warranty given by any party to the STID (other than a Finance Party or an Obligor) is incorrect in any material respect.
- (iv) It shall not be an Event of Default under paragraph (ii) or (iii) above if the non-compliance or circumstances giving rise to the misrepresentation are capable of remedy and are remedied within ten Business Days of the earlier of the Security Trustee giving notice to that party or that party becoming aware of the non-compliance or misrepresentation.

(i) *Termination or amendment of Licence*

The Networks Licence or any Authorisation required for the Permitted Business of any Obligor is terminated or the Networks Licence is amended and such amendment has resulted in a Material Adverse Effect and in either case is not replaced (immediately in the case of the Networks Licence) on terms not materially less favourable (taking into account any changes in the regulatory environment since the date of the Initial Issue Date) and (other than in the case of the Networks Licence) such termination has or would reasonably be expected to result in a Material Adverse Effect.

(j) *Nationalisation*

The authority or ability of any member of the Security Group to conduct its business is materially limited or wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to any member of the Security Group or any of its material assets, in each case, in a manner or to an extent which has a Material Adverse Effect, provided that, any seizure, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person: (i) in circumstances where adequate compensation on termination to address any Material Adverse Effect is payable to the Security Group shall not (of itself) constitute an Event of Default if such compensation or termination is applied in prepayment of the Secured Debt; and (ii) will not be determined to have a Material Adverse Effect to the extent that the Rating Agencies have not downgraded the Bonds below Investment Grade. The occurrence of any of the events described in this paragraph (j) shall be without prejudice to any other Event of Default which may occur as a consequence of such events.

(k) *Failure to comply with Judgment*

Any Obligor fails to comply with any final judgment of any court where such failure has a Material Adverse Effect.

(l) *Material Proceedings*

- (i) Any litigation, arbitration, administration or other proceedings are brought against an Obligor or in respect of its assets or revenues (including an expropriation, attachment, sequestration, distress or execution proceedings) which, in any such case, would be reasonably likely to be adversely determined and which, if so adversely determined, has or would reasonably be expected to have a Material Adverse Effect.
- (ii) Any execution proceedings are enforced in relation to any assets of any Obligor where such enforcement has or would reasonably be expected to have a Material Adverse Effect.

(m) *Cross Default*

Any of the following occurs in respect of any Obligor:

- (i) non-payment of amounts payable after the expiry of any originally applicable grace period in respect of any of its Financial Indebtedness (other than in respect of the Secured Debt or the Subordinated Liabilities or Subordinated Intragroup Liabilities) in excess of €5 million (Indexed); or
- (ii) an amount of its Financial Indebtedness (other than in respect of the Secured Debt or the Subordinated Liabilities or Subordinated Intragroup Liabilities) in excess of €20 million (Indexed):
 - (A) is declared due and payable prior to its specified maturity; or
 - (B) is capable of being declared by a creditor to be prematurely due and payable prior to its specified maturity,

in each case, as a result of an event of default (howsoever described).

(n) *Equity Cure*

- (i) If a Compliance Certificate delivered to the Security Trustee for any period shows that there is a breach in respect of a Financial Ratio Event of Default, the Investors may provide or procure the provision of Additional Equity in an amount at least sufficient for the amount necessary to cure the relevant breach (the “**Equity Cure Amount**”) by applying that Equity Cure Amount in:
 - (A) prepayment or purchase of Senior Debt; or
 - (B) making a deposit to a Defeasance Account in respect of such Senior Debt (to the extent not purchased or prepaid pursuant to this sub-paragraph (n)); and
 - (C) payment of any related Repayment Costs, including, without limitation, paying the related amount payable to Hedge Counterparties arising as a result of termination (in whole or in part) of any Hedging Transactions following the prepayment or purchase of the Senior Debt, to the extent that such termination is necessary in order to remain in compliance with the Hedging Policy following such prepayment or purchase (an “**Equity Cure Right**”).
- (ii) The exercise of the Equity Cure Right shall be limited to no more than three times in any five-year period.
- (iii) Any Equity Cure Amount must be provided on or prior to the date falling 20 Business Days after the delivery of the relevant Compliance Certificate.
- (iv) On application of the Equity Cure Amount in accordance with the CTA, the applicable financial ratio will be recalculated on a *pro forma* basis as if the EBITDA for the Relevant Period had been increased by the Equity Cure Amount. The Equity Cure Amount shall also be included in the EBITDA calculation on the subsequent Calculation Date. For the avoidance of doubt, on the two calculation Dates on which the EBITDA calculation is deemed to be increased by the Equity Cure Amount, the *pro forma* re-calculation will not double count the application of the Equity Cure Amount in prepayment, purchase and/or redemption described in paragraph (i) above through a reduction of Total Net Debt and/or Net Finance Charges.
- (v) If after the applicable financial ratio is recalculated, the breach has been prevented or cured, that financial ratio shall be deemed to have been satisfied on the date of the relevant Compliance Certificate as though no breach had ever occurred and any related Financial Ratio Event of Default or Trigger Event Ratio shall be deemed not to occur or have occurred, as applicable.

Additional Equity means:

- (a) any amount subscribed in cash for shares in Elenia Verkko Oyj or, provided that the cash consideration in respect of such shares is in turn paid to Elenia Verkko Oyj, any Holding Company of Elenia Verkko Oyj or any other form of capital contribution in cash to Elenia Verkko Oyj (which is not Financial Indebtedness and provided that repayment (if any) of such amounts is subject to the terms of the STID); or
- (b) the incurrence of Subordinated Liabilities by Elenia Verkko Oyj or, provided that the proceeds of such Subordinated Liabilities are in turn paid to Elenia Verkko Oyj or any Holding Company of Elenia Verkko Oyj,

which in each case is in addition to such amounts subscribed, committed or incurred on or before the date of the CTA and the terms of which shall be subject to the terms of the STID.

(o) *Conduct of Business*

A Trigger Event is outstanding in relation to Conduct of Business for more than 6 months.

Hedging Policy

Pursuant to the CTA, the members of the Security Group (including the Issuer) agree to be bound by a hedging policy (the “**Hedging Policy**”) the purpose of which is to limit the exposure of the Issuer to fluctuations in interest rates, currencies and inflation.

The Hedging Policy provides that no member of the Security Group will enter into Treasury Transactions for the purpose of speculation, but rather only to manage risk inherent in its business or funding on a prudent basis and which shall include pre-hedging. The Hedging Policy does not apply to any Treasury Transaction entered into by members of the Security Group in the ordinary course of business and for nonspeculative purposes where the counterparty does not accede to the STID.

The Hedging Policy will be reviewed from time to time by the Security Group and may be amended as appropriate including to reflect market practice, regulatory developments and good industry practice in accordance with the provisions of the STID. No amendment, waiver, modification or termination (in whole or part) of any Hedging Agreement will require the consent of any party other than the Issuer and the affected Hedge Counterparty provided that: (a) such amendment, waiver, modification or termination (as the case may be) does not result in any member of the Security Group breaching the Hedging Policy; and (b) no additional consent would be required under the STID and for the avoidance of doubt, no additional consent is required to effect any amendment, waiver, modification or termination (in whole or part) of any Hedging Agreement or this Hedging Policy required to meet the requirements of the Rating Agencies or the requirements under EMIR, in each case, from time to time.

Any changes made to the Hedging Policy shall not adversely affect the rights or obligations of any Hedge Counterparty under a Hedging Agreement that was entered into before the date on which such change to the Hedging Policy was made but shall only apply to Hedging Agreements entered into after the date on which the change was made, provided that, in the event that further termination rights for Hedge Counterparties are included in the Hedging Policy, such further termination rights shall be, at the election of the Issuer and the Hedge Counterparty included in the relevant Hedging Agreement and such Hedging Agreement may be amended accordingly without requirement the consent of any other party (including the Security Trustee).

For the purposes of determining whether or not there is an Overhedged Position, the notional amount and/or currency amount of a Hedging Transaction (the “**First Hedging Transaction**”) on any date will be reduced by the notional amount or corresponding currency amount of another Hedging Transaction (the “**Second Hedging Transaction**”) on that date if that Second Hedging Transaction is an Offsetting Transaction in respect of the First Hedging Transaction. For this purpose, “**Offsetting Transaction**” means, in respect of the Second Hedging Transaction, a Hedging Transaction which: (a) has been entered into with a Hedge Counterparty which has acceded to the STID and the CTA; (b) is governed by a Hedging Agreement; and (c) where the Issuer receives amounts under the First Hedging Transaction on a particular basis, it pays such amounts on such basis under the Second Hedging Transaction and vice versa.

Currency Risk Principles

The Issuer must not bear unhedged currency risk in respect of the interest payable to expected maturity and the repayment of principal under any foreign currency denominated debt instruments.

Interest Rate Risk Principles

The Issuer shall (taken together) hedge the interest rate risk in relation to the total outstanding Relevant Debt to ensure that at any time:

- (a) a minimum of 85 per cent. of the total outstanding Relevant Debt: (i) is fixed rate; (ii) is index-linked; or (iii) effectively bears either a fixed rate or an index-linked rate pursuant to a Hedging Agreement until the end of the then current Regulatory Period, or, where the length of the Regulatory Period has changed after the date of the Common Terms Agreement, a period of four years; and
- (b) a minimum of 50 per cent. of the total outstanding Relevant Debt: (i) is fixed rate; (ii) is index-linked; or (iii) effectively bears either a fixed rate or an index-linked rate pursuant to a Hedging Agreement until the end of the immediately following Regulatory Period or, where the length of the Regulatory Period has changed after the date of the Common Terms Agreement, a period of four years.

Interest rate risk on floating rate liabilities will be hedged through instruments such as interest rate swaps or interest rate options in order to comply with the immediately preceding paragraph.

The Issuer will ensure that:

- (a) during the period from and including the Initial Issue Date until to and excluding the date falling one year after the Initial Issue Date, no more than 105 per cent. of the total Relevant Debt: (i) is fixed rate; (ii) is index linked; or (iii) effectively bears a fixed or index-linked rate pursuant to a Hedging Agreement; and
- (b) beginning from one year after the Initial Issue Date, no more than 102.5 per cent. of the total Relevant Debt: (i) is fixed rate; (ii) is index linked; or (iii) effectively bears a fixed or index-linked rate pursuant to a Hedging Agreement.

In the event that the aggregate of the notional amounts of Hedging Transactions and any Pre-hedges exceeds the applicable amount set forth in the preceding paragraph (after taking into account any Offsetting Transaction to which the Issuer is a party) (an “**Overhedged Position**”), then the Issuer must, within 30 days of becoming aware of the Overhedged Position, reduce the notional amount of one or more of the Hedging Transactions (which may be achieved by terminating one or more Hedging Transactions (in whole or in part) and/or entering into Offsetting Transactions so that it is in compliance with the parameters described above. The Issuer will manage the Overhedged Position in its absolute discretion provided that prior to the date on which such Overhedged Position is remedied, the Issuer will ensure that it has sufficient funds to meet any Repayment Costs which may become due to the Hedge Counterparties, should one or more Hedging Transactions be terminated in accordance with this paragraph and paragraph (a)(iv) under “*Principles relating to the termination of Hedging Agreements*” below.

The Security Group will, in addition, be permitted to enter into derivative instruments such as forward starting interest rate swap transactions and/or inflation rate swap transactions with an effective date no later than 24 months from the date of entry into such Treasury Transaction, in respect of Financial Indebtedness which is projected to be incurred within 24 months from the date of entry into such Treasury Transactions (the “**Pre-hedges**”). Subject to no Event of Default having occurred, such Pre-hedges will not count towards, or be limited by reference to, the Overhedged Position prior to the applicable effective date of the relevant Pre-hedge. The Hedge Counterparties’ termination rights set out below shall apply equally to Pre-hedges. In addition, such Pre-hedges will contain provisions to the effect that such Pre-hedges may be terminated at the election of the Issuer if the projected Financial Indebtedness is either not incurred or is incurred and the pre-hedging is no longer required, or that, such Pre-hedges are subject to mandatory termination.

Rating Requirements in Relation to Hedge Counterparties

The Issuer is only permitted to enter into Hedging Agreements with counterparties whose unsecured and unsubordinated debt obligations are assigned a rating by the Ratings Agencies which is no less than the Minimum Short Term Rating or the Minimum Long Term Rating, or where a parent guarantee is provided by an institution which meets the same criteria.

The ratings requirements set out in the preceding paragraph are to be tested only on the entry into of the relevant Hedging Agreement. Without prejudice to any of the Issuer’s obligations to comply with the ratings requirements on entry into Hedging Agreements, neither will have any obligation to take any action (or to cease to take any action) if a Hedge Counterparty subsequently ceases to satisfy the criteria set out in the Hedging Policy with respect to counterparties.

A Hedge Counterparty may transfer its obligations under a Hedging Agreement to an Affiliate provided that:

- (a) such Affiliate accedes to the Finance Documents in accordance with the STID; and
- (b) as at the date of transfer, such Affiliate’s unsecured and unsubordinated debt obligations are assigned a rating by the Rating Agencies which is no less than “BBB” or its equivalent, or where a parent guarantee is provided by an institution which meets the same criteria.

Principles Relating to Hedging Agreements

All Hedging Agreements must be entered into (whether by way of novation or otherwise) in the form, as amended by the parties thereto, of an ISDA Master Agreement.

Principles relating to the termination of Hedging Agreements

The following terms shall apply with respect to the termination of Hedging Agreements:

- (a) a Hedge Counterparty may only terminate a Hedging Agreement if:
 - (i) with respect to a Borrower Hedging Agreement:
 - (A) an event of default relating to a failure to make a payment under a Borrower Hedging Agreement provided that five Business Days have elapsed following delivery of the notice of such failure to pay; or
 - (B) any event outlined in paragraph (e) or paragraph (f) under the heading “*Events of Default*” above if it relates to an event that has occurred in relation to Elenia Verkko Oyj;
 - (ii) with respect to an Issuer Hedging Agreement:
 - (A) an event of default relating to a failure to make a payment or delivery under the Issuer Hedging Agreement provided that five Business Days have elapsed following delivery of the notice of such failure to pay to the Issuer; or
 - (B) any event outlined in paragraph (e) or paragraph (f) under the heading “*Events of Default*” above if it relates to an event that has occurred in relation to the Issuer;
 - (iii) any Illegality, Tax Event, Tax Event upon Merger or Force Majeure Event (as each is defined in the ISDA Master Agreement) occurs;
 - (iv) an Acceleration Notice is delivered or a Hedge Counterparty is entitled to direct the delivery of an Acceleration Notice pursuant to the STID;
 - (v) an Enforcement Action (other than an Enforcement Action referred to in paragraphs (vi) or (vii) below) or any demand made by a Secured Creditor for scheduled payment in accordance with paragraph the provisions relating to restrictions during a Standstill under the STID;
 - (vi) a Permitted Share Pledge Acceleration occurs;
 - (vii) a Distressed Disposal is undertaken.
 - (viii) a break clause or right of early termination (whether mandatory or optional) granted in favour of the Issuer as applicable or the relevant Hedge Counterparty is exercisable in accordance with the terms of the relevant Hedging Agreement;
 - (ix) the Issuer has not, within 30 days of becoming aware of an Overhedged Position, reduced the aggregate of the notional amounts under its Hedging Transactions so that each is in compliance with the requirements of the interest rate risk principles set out above, provided that:
 - (A) an Early Termination Date (as defined in the relevant Hedging Agreement) may only be designated in respect of the notional amount of the Hedging Agreements to the extent necessary to bring the Issuer in compliance with such requirements;
 - (B) the Hedge Counterparties, acting together, shall designate an Early Termination Date on a *pro rata* basis across all Hedging Agreements; and
 - (C) the Hedge Counterparties (each acting reasonably) agree a time period over which Early Termination Dates for the Hedging Agreements are to be designated and a reasonable mechanism to determine the price to the Issuer of effecting such reduction;

- (x) in respect of the Initial Borrower Hedge Counterparties only, any member of the Security Group (A) prepays or repays in full all amounts owed to such Hedge Counterparty (or its Affiliate) under any WC Facility, any Capex Facility and any Liquidity Facility and all of the relevant commitments of such Hedge Counterparty (or its Affiliate) thereunder are cancelled or (B) cancels all of the relevant commitments of such Hedge Counterparty (or its Affiliate) under any WC Facility, any Capex Facility and any Liquidity Facility; and
 - (xi) a Disposal of all or substantially all of the assets or a sale of the business of the Security Group.
- (b) Save as set out in paragraph (a), no Event of Default (as defined in the ISDA Master Agreement) shall apply in relation to the Issuer and no Termination Event (as defined in the ISDA Master Agreement) in respect of which the Hedge Counterparty would have a right to terminate the relevant Hedging Transaction shall apply.
 - (c) Each Hedge Counterparty will be required to acknowledge in the relevant Hedging Agreement that all amounts payable or expressed to be payable by the Issuer under or in connection with such Hedging Agreement shall only be recoverable (and all rights of the relevant Hedge Counterparty under such Hedging Agreement shall only be exercisable) subject to and in accordance with the STID or the Common Documents as applicable.
 - (d) The Issuer will be entitled to enter into Treasury Transactions with Hedge Counterparties that contain break clauses that grant the Issuer and/or the relevant Hedge Counterparty a break clause or right of optional early termination (other than those optional early termination rights otherwise regulated by paragraph (a)), if as at the date on which it enters into such Treasury Transaction:
 - (i) the aggregate notional amount of all such Treasury Transactions with break clauses or optional early termination does not exceed 10 per cent. of Secured Debt; and
 - (ii) the aggregate notional amount of all such Treasury Transactions with break clauses or optional early termination coming due within a rolling two year period does not exceed 3.5 per cent. of Secured Debt.

Obligor Cash Management

The CTA requires each Obligor to open and maintain one or more Operating Accounts with the Account Bank which will be subject to the Security.

At all times prior to any Standstill Period, the Cash Manager for the Security Group shall be the Issuer.

Operating Accounts

The CTA requires each Obligor to open and maintain one or more Operating Accounts with the Account Bank which will be subject to the Security.

At all times prior to any Standstill Period, the Cash Manager for the Security Group shall be the Issuer. The Cash Manager will act as such in respect of the accounts held by any of the relevant Obligors, and shall be authorised by such Obligors and the Security Trustee to operate all such accounts pending the removal of the Cash Manager by reason of the commencement of a Standstill Period or any other agreed trigger for removal.

Under the CTA, Elenia Verkko Oyj will ensure that all of its revenues (excluding any Standby Drawing) will be paid into an Operating Account in its name or into a Debt Service Reserve Account and will use the funds standing to the credit of such Operating Account and the Debt Service Reserve Account to make payments permitted pursuant to the Finance Documents.

The Issuer shall ensure that all of its revenues (other than any Standby Drawing) will be paid into an Operating Account or into a Debt Service Reserve Account in its name each of which will be separate from any Operating Account or any Debt Service Reserve Account of any other Obligor and will use the funds standing to the credit of such Operating Account and the Debt Service Reserve Account to make payments required to be made by it under the Finance Documents.

The Issuer, Elenia Oy, Elenia Investments and Elenia Holdings shall each ensure that all of its revenues will be paid into an Operating Account, which may be a separate Operating Account from that into which the revenues of each other Obligor are paid.

Each Operating Account will be the current account of the relevant Obligor through which all operating and capital expenditures and any Taxes incurred by the Obligors will be cleared. Other than any Defeasance Account, the Operating Accounts held by Elenia Verkko Oyj shall be the sole current accounts through which (subject to the terms of the Finance Documents) payments in respect of the Financial Indebtedness of the Security Group (other than the Bonds, the PP Notes and the Issuer Hedging Agreements) shall be cleared.

All Restricted Payments will be funded (directly or indirectly) out of monies standing to the credit of the Operating Account held by Elenia Verkko Oyj subject always to the satisfaction of the Restricted Payment Condition.

Prior to delivery of an Acceleration Notice, payments to Secured Creditors will be made out of monies standing to the credit of the Operating Account (subject to certain exceptions) in accordance with the Pre-Enforcement Priority of Payments. See “*Cash flows – Pre-Enforcement Priority of Payments*” below for a detailed description.

Cash Equivalent Investments

The Security Group may invest in Cash and/or Cash Equivalent Investments from the amounts standing to the credit of any of the Operating Accounts from time to time as is prudent, but may only invest in Cash Equivalent Investments which are held to the order of the Security Group or any member thereof. The Security Group will at all times ensure to the best of its knowledge that a prudent spread of any Cash Equivalent Investments is maintained and liquidate (or ensure that there are liquidated) Cash Equivalent Investments to the extent necessary to make payments due under the Finance Documents.

The Security Group shall procure that the maximum average life of a Cash Equivalent Investment is appropriate having regard to the credits to be made to and payments from the Operating Accounts. If any investment ceases to be a Cash Equivalent Investment, the Security Group must as soon as reasonably practicable after becoming aware of that fact (and in any event, no more than 30 Business Days after that time) replace the investment with a Cash Equivalent Investment or with cash.

Any reference in any Finance Document to the balance standing to the credit of one of the Operating Accounts will be deemed to include a reference to the Cash Equivalent Investments in which all or part of such balance is for the time being invested.

These provisions shall apply to any Defeasance Account, mutatis mutandis, as if references in those clauses to the Operating Accounts were references to such Defeasance Account, but provided that the term of any investment in Cash Equivalent Investments funded from amounts from time to time standing to the credit of any of such accounts shall be appropriate having regard to the expected duration of the credit balances of those accounts from time to time.

Liquidity Facility

The Cash Manager shall determine the amount of any anticipated Liquidity Shortfall on the next Determination Date after taking into account the balance standing to the credit of the Operating Accounts and relevant Debt Service Reserve Accounts which will be available to the Obligors on the next Payment Date.

If, after application of the balance standing to the credit of the Operating Accounts and Debt Service Reserve Accounts (if any) there will be a positive Liquidity Shortfall, the relevant Obligor (or the Cash Manager on its behalf) shall deliver an LF Notice of Drawing to the Liquidity Facility Agent in accordance with the Liquidity Facility Agreement.

At the time any LF Notice of Drawing is delivered by the relevant Obligor (or the Cash Manager on its behalf) to the Liquidity Facility Agent in respect of a Payment Date, that Obligor shall notify the Security Trustee of the amount of any applicable Liquidity Shortfall in respect of such Payment Date.

The amount of the Liquidity Loan Drawing shall immediately be credited to the relevant Operating Accounts and applied in accordance with the Pre-Enforcement Priority of Payments. See “*Cash flows – Pre-Enforcement Priority of Payments*” below for a detailed description.

During a Standstill, the Standstill Cash Manager shall exercise those rights and perform those obligations of the Cash Manager under the Liquidity Facility Agreement.

Defeasance Accounts

- (a) Amounts will be credited to the Defeasance Accounts pursuant to the exercise of an equity cure as described in paragraph (n) of “*Events of Default*” above.
- (b) Save as otherwise directed by the relevant Secured Creditors (in accordance with the STID) which are the creditors under the relevant Defeased Debt to which such Defeasance Account relates, the Obligors shall not withdraw any amounts standing to the credit of the Defeasance Accounts which has been deposited in accordance with paragraph (n) of “*Events of Default*” above.
- (c) Following the service of an Acceleration Notice, amounts standing to the credit of the Defeasance Accounts shall be applied solely in payment of amounts owed in respect of the relevant Senior Debt in accordance with the Post-Enforcement Priority of Payments of the STID.

Standstill Cash Manager

The CTA sets out provisions relating to the appointment of a Standstill Cash Manager to replace the Cash Manager following the commencement of a Standstill Period and for so long as such Standstill Period continues, provided that no Enforcement Action (other than a Permitted Share Pledge Acceleration) has occurred.

The Standstill Cash Manager, National Westminster Bank plc (or any other such person so appointed in such capacity), will act as Standstill Cash Manager in accordance with the CTA, the STID, the Liquidity Facility Agreement, the Cash Management Agreement and the Account Bank Agreement.

Subject to the proviso below, the Standstill Cash Manager may delegate any or all of its duties under Schedule 8 (Cash Management) of the CTA to (such party being the “**Delegate**”) (i) any of Deloitte & Touche, KPMG, PricewaterhouseCoopers or EY (or, in each case, any successor thereto); (ii) any reputable and experienced financial institution nominated or approved by Qualifying Secured Creditor(s) having at least 10 per cent. of the aggregate Outstanding Principal Amount of all Qualifying Senior Debt then outstanding (in accordance with clause 24 (Qualifying Secured Creditor Instructions) of the STID); (iii) or if an appointment under (i) cannot be made after using reasonable efforts to procure such appointment or under (ii) is not forthcoming following a request by the Qualifying Secured Creditors, to the Cash Manager, provided that, at any time, Qualifying Secured Creditor(s) having at least 10 per cent. of the aggregate Outstanding Principal Amount of all Qualifying Senior Debt then outstanding (in accordance with clause 24 (Qualifying Secured Creditor Instructions) of the STID) may replace any Delegate or the Standstill Cash Manager (notwithstanding clause 23 (Termination and Resignation of Standstill Cash Manager) of the CTA).

Security Trust and Intercreditor Deed

Summary

Each of among others, Elenia Finance Oyj, Elenia Oy, Elenia Holdings S.à r.l., Lakeside Network Investments Holding B.V., Elenia Lämpö Oy, Elenia Finance (SPPS) S.à r.l., Kimi Finance B.V., Pispala Finance B.V. Tampere Finance B.V., the Security Trustee, the Bond Trustee, the cash manager at the time, the security group agent at the time, the Initial Liquidity Facility Providers, the Initial ACF Arrangers, the Original Initial ACF Lenders, the Initial ACF Agent, the LF Arrangers, the Liquidity Facility Agent, the Initial Borrower Hedge Counterparties and an Account Bank entered into the security trust and intercreditor deed dated 10 December 2013, as supplemented by accession deeds dated 30 December 2019 (the “**Security Trust and Intercreditor Deed**” or “**STID**”).

Further to the Corporate Reorganisation, Elenia Verkko Oyj assumed the rights and obligations of the entities that performed such functions at the time, including as the Security Group Agent, the Issuer, the PP Note Issuer and the Cash Manager under the STID by operation of law. On 30 December 2019, Elenia Holdings, Elenia Investments and Elenia Verkko Oyj acceded as Obligors to the STID. On 12 May 2020, OP Corporate Bank

acceded as an Account Bank to the STID. On 25 November 2020, Danske Bank A/S, Finland Branch acceded as an Account Bank to the STID.

The STID regulates among other things: (a) the claims of the Secured Creditors; (b) the exercise, acceleration and enforcement of rights by the Secured Creditors; (c) the rights of the Secured Creditors to instruct the Security Trustee; (d) the Entrenched Rights and the Reserved Matters of the Secured Creditors; and (e) the giving of consents and waivers and the making of modifications to the Common Documents. The Secured Creditors include all providers of Senior Debt that enter into or accede to the STID.

The STID also contains provisions restricting the rights of Subordinated Creditors and contains mechanics requiring any creditors in respect of Subordinated Liabilities to accede to the STID as a Subordinated Creditor.

The Intercreditor Arrangements also provide for the ranking in point of payment of the claims of the Secured Creditors both before and after the delivery of an Acceleration Notice, or claims among the Security Group. Each Secured Creditor and each Obligor gives certain undertakings in the STID which serve to maintain the integrity of these arrangements. The STID, the CTA and the Cash Management Agreement provide for the ranking in point of payment of the claims of the Secured Creditors (as described further in “*Summary Of the Common Documents – STID*” and “*Summary of the Issuer Transaction Documents – CASH MANAGEMENT AGREEMENT*”).

For so long as the Programme remains in effect or any Bonds shall be outstanding, a copy of the CTA is available at <http://www.elenia.fi/en/investors>.

Guarantee

The STID includes guarantees, as more fully set out in the STID and subject to agreed exceptions and qualifications, from each Obligor (other than the Issuer) on a joint and several basis to the Security Trustee (for itself and for and on behalf of the Secured Creditors) until the Obligors’ obligations in respect of the Secured Liabilities have been discharged in full.

These include, amongst others, the punctual performance and observance by each of the other Obligors of all the Secured Liabilities, an undertaking that, whenever any Obligor does not pay any amount when due under or pursuant to any Finance Document, that Obligor must immediately on demand pay that amount as if it were the principal obligor, to indemnify the Security Trustee (for itself and for and on behalf of the Secured Creditors) immediately on demand against any loss or liability (other than any Excluded Tax) suffered by the Security Trustee or any Secured Creditor if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal or ineffective.

As more fully set out in the STID, each Obligor (other than the Issuer) jointly and severally and irrevocably and unconditionally until such time as all of the Obligors’ obligations in respect of the Secured Liabilities have been discharged in full:

- (a) guarantees to the Security Trustee (for itself and for and on behalf of the Secured Creditors) punctual performance and observance by each of the other Obligors of all the Secured Liabilities;
- (b) undertakes with the Security Trustee (for itself and for and on behalf of the Secured Creditors) that, whenever any Obligor does not pay any amount when due under or pursuant to any Finance Document, that Obligor must immediately on demand pay that amount as if it were the principal obligor;
- (c) indemnifies the Security Trustee (for itself and for and on behalf of the Secured Creditors) immediately on demand against any loss or liability (other than any Excluded Tax) suffered by the Security Trustee or any Secured Creditor if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal or ineffective. The amount of the loss or liability under this indemnity will not exceed the amount the Security Trustee or that Secured Creditor would otherwise have been entitled to recover if the amount claimed had been recoverable on the basis of the guarantee in paragraph (a) above; and
- (d) agrees to pay to the Security Trustee on an after Tax basis (for itself and for and on behalf of the Secured Creditors) an amount equal to any amount which would otherwise have been recoverable by it on the basis of the guarantee in paragraph (a) above, but for the discharge of the Issuer’s obligations as a result of the provisions of clause 42 (*Limited Recourse*) of the STID.

Modifications, Consents and Waivers

The STID contains detailed provisions setting out the voting and instruction mechanics in respect of: (a) Ordinary Voting Matters; (b) Extraordinary Voting Matters; (c) Entrenched Rights; (d) Reserved Matters and (e) Discretion Matters.

Subject to Entrenched Rights and Reserved Matters, and, in the case of Reserved Matters only, the requisite majority of the relevant Authorised Credit Provider(s), the Security Trustee will only agree to any modification of or grant any consent or waiver under the Common Document with the consent, of, or if so instructed by, the relevant majority of Participating Qualifying Secured Creditors provided that the relevant Quorum Requirement has been met.

Elenia Verkko Oyj (as Security Group Agent) is entitled to provide the Security Trustee with written request of any modification, consent or waiver it requires under or in respect of any Common Document (a “**STID Proposal**”). The notice will certify whether such STID Proposal is a Discretion Matter, an Ordinary Voting Matter or an Extraordinary Voting Matter or whether it gives rise to an Entrenched Right (as further described in “*Types of Voting Categories*” below), stating the Decision Period (as further described in “*Decision Periods*” below), propose the form of resolution(s), if applicable, to be put to the applicable Secured Creditors and provide such supporting information as in its reasonable opinion is necessary for the recipient of such STID Proposal to make an informed assessment of the matters addressed in the STID Proposal. If the STID Proposal is in relation to a Discretion Matter, Elenia Verkko Oyj must also provide a certificate setting out the basis on which Elenia Verkko Oyj believes the Security Trustee would be entitled to make the proposed modification give the proposed consent, or grant the proposed waiver and attaching all evidence to support such belief. If the STID Proposal is in relation to an Entrenched Right, Elenia Verkko Oyj must include information as to the Secured Creditors who are affected by such Entrenched Right.

If the Quorum Requirement is met, a resolution in respect of an Ordinary Voting Matter may be passed by a simple majority of the Voted Qualifying Debt and an Extraordinary Voting Matter may be passed with a majority of at least 66.67 per cent. of the Voted Qualifying Debt, each in accordance with specified requirements.

The Security Trustee will, within five Business Days of receipt of a STID Proposal, send a request (the STID Voting Request) in respect of any Ordinary Voting Matter, Extraordinary Voting Matter or Entrenched Right to each Secured Creditor (through its Secured Creditor Representative). If the STID Proposal gives rise to an Entrenched Right, the STID Voting Request will contain a request that each relevant Affected Secured Creditor confirms on or before the last day of the Decision Period whether or not it consents to the relevant STID Proposal that gives rise to the Entrenched Right.

The Qualifying Secured Creditors (acting through their Secured Creditor Representatives) representing at least 10 per cent. of the Qualifying Senior Debt are able to challenge Elenia Verkko Oyj’s determination of the voting category of a STID Proposal. In addition, the Secured Creditors, through their respective Secured Creditor Representatives, are able to challenge Elenia Verkko Oyj’s determination as to whether there is an Entrenched Right, subject to such dissenting creditors providing supporting evidence or substantiation for their disagreement with such determination. Challenging creditors that comply with the foregoing requirements (the “**Dissenting Creditors**”) may instruct the Security Trustee to inform Elenia Verkko Oyj’s in writing within five Business Days of receipt of the relevant STID Proposal that they disagree with Elenia Verkko Oyj determination and specifying, as applicable, the voting category they propose should apply or whose Entrenched Right is affected along with the required supporting evidence. Elenia Verkko Oyj and the Dissenting Creditors will agree the voting category or whether there is an Entrenched Right within five Business Days of receipt by Elenia Verkko Oyj of the relevant notice from the Security Trustee. If they are unable to agree within this time, or if no agreement can be reached, then an appropriate expert will make a decision (at the cost of the Obligors) as to the voting category or whether there is an Entrenched Right which decision will be final and binding on each of the parties.

Types of Voting Categories

Ordinary Voting Matters

Ordinary Voting Matters include all matters which are not designated as Extraordinary Voting Matters or Discretion Matters (see “*Extraordinary Voting Matters*” and “*Discretion Matters*” below). If the Quorum Requirement is met (see “*Quorum Requirements*” below), a resolution in respect of an Ordinary Voting Matter may be passed by a simple majority of the Voted Qualifying Debt in accordance with the section entitled “*Qualifying Senior Debt*” below.

Extraordinary Voting Matters

The STID also describes the treatment of Extraordinary Voting Matters. If the Quorum Requirement for an Extraordinary Voting Matter is met (see “*Quorum Requirements*” below), the majority required to pass a resolution in respect of an Extraordinary Voting Matter will be at least 66.67 per cent. of the Voted Qualifying Debt in accordance with the section entitled “*Qualifying Senior Debt*” below.

Entrenched Rights

Entrenched Rights are rights that cannot be modified or waived in accordance with the STID without the consent of the Affected Secured Creditor(s).

Reserved Matters

Reserved Matters are matters which, subject to the STID and the CTA, a Secured Creditor is free to exercise in accordance with its own debt instrument including the right:

- (a) to receive any sums owing to it for its own account;
- (b) to make determinations of and require the making of payments due and payable to it;
- (c) to exercise the rights vested in it or permitted to be exercised by it under and pursuant to the terms of the CTA, the STID and the other Finance Documents;
- (d) to receive notices under the Finance Documents;
- (e) to assign its rights or transfer any of its rights and obligations under any Finance Documents to which it is a party subject to the provisions of the STID; and
- (f) in the case of each Hedge Counterparty: (i) to terminate the relevant Hedging Agreement or any transaction thereunder provided such termination is a Permitted Hedge Termination; or (ii) to exercise rights permitted to be exercised by it under a Hedging Agreement.

Discretion Matters

The Security Trustee may (but is not obliged to) make modifications to the Common Documents without the consent of any other Secured Creditor where such modifications, consents or waivers:

- (a) in the opinion of the Security Trustee, are:
 - (i) to correct manifest errors; or
 - (ii) of a formal, minor, administrative or technical nature; or
- (b) would not, in the opinion of the Security Trustee materially prejudice the interests of any of the Qualifying Secured Creditors (where “materially prejudicial” means that such modification, consent or waiver could have a material adverse effect on the ability of the Obligors to repay the Secured Liabilities).

Amendments

Subject to Reserved Matters and Entrenched Rights, the Security Trustee will, without the sanction of any Secured Creditor (and without this being the subject of a STID Proposal), concur with any Obligor to make any modification to any Finance Document or other document that is requested by an Obligor to:

- (a) comply with any criteria of the Rating Agencies which may be published after the Initial Issue Date which modification the relevant Obligor certifies to the Security Trustee is required to avoid a downgrade, withdrawal or suspension of the then current ratings assigned by a Rating Agency to the Bonds upon which certification the Security Trustee shall be entitled to rely without enquiry and without incurring any liability to any person for so doing;
- (b) comply with any requirements which apply to it under EMIR, subject to the receipt by the Bond Trustee and the Security Trustee of a certificate from the relevant Obligor certifying to the Bond Trustee and the Security Trustee that (A) the requested amendments are to be made solely for the purpose of enabling the Obligor to comply with its legal requirements under EMIR and (B) that each of the Rating Agencies has been notified of the proposed amendments and has not made the Obligor aware that such amendments will result in a downgrade, withdrawal or suspension of the then current ratings assigned by a Rating Agency to the Bonds; or
- (c) appoint an additional rating agency (the “**Additional Rating Agency**”) to assign a credit rating to the Bonds, subject to the receipt by the Bond Trustee and the Security Trustee of a certificate from the relevant Obligor certifying to the Bond Trustee and the Security Trustee that such amendment is necessary or desirable in order to give effect to the appointment of the Additional Rating Agency and the assignment of its initial credit rating to the Bonds, provided that at least one Rating Agency providing a rating for the Bonds confirms the then current rating of the Bonds immediately following (and having taken into account) the proposed modifications,

subject, in each case, to:

- (d) the Bond Trustee and the Security Trustee not being obliged to make any modification, give any consent or grant any waiver to the extent that doing so would, in the opinion of the Bond Trustee or the Security Trustee (as applicable), have the effect of increasing the liabilities, obligations or duties, or decreasing the rights or protections, of the Bond Trustee or the Security Trustee (as applicable); and
- (e) any amendment which relates to a Hedging Agreement not being made without the consent of the relevant Hedge Counterparty.

Quorum Requirements

Pursuant to the terms of the STID, the Quorum Requirement is:

- (a) in respect of an Ordinary Voting Matter, one or more Participating Qualifying Secured Creditors representing in aggregate at least 20 per cent. of the entire Outstanding Principal Amount of all Qualifying Senior Debt provided that if the Quorum Requirement has not been met within the Decision Period (as described further in “*Decision Periods*” below), the Quorum Requirement shall be reduced to one or more Participating Qualifying Secured Creditors representing, in aggregate, 10 per cent. of the aggregate Outstanding Principal Amount of all Qualifying Senior Debt and the Decision Period shall be extended for a period of a further ten Business Days from the expiry of the initial Decision Period; and
- (b) in respect of an Extraordinary Voting Matter, one or more Participating Qualifying Secured Creditors representing in aggregate at least 20 per cent. of the entire Outstanding Principal Amount of all Qualifying Senior Debt provided that if the Quorum Requirement for an Extraordinary Voting Matter is not met by the Business Day immediately preceding the last day of the Decision Period, the Decision Period will be extended and the Quorum Requirement will reduce to 10 per cent. of the aggregate Outstanding Principal Amount of all Qualifying Senior Debt and the Decision Period shall be extended for a period of a further ten Business Days from the expiry of the initial Decision Period.

Decision Periods

The STID includes provisions specifying the relevant decision periods within which votes must be cast (each a “**Decision Period**”) which period must not be less than:

- (a) five Business Days from the date of delivery of the STID Proposal for any Discretion Matter;
- (b) 15 Business Days from the Decision Commencement Date for any Ordinary Voting Matter (which may be extended for a further period of ten Business Days if the quorum requirement for the relevant Ordinary Voting Matter has not been met within the initial Decision Period);
- (c) 15 Business Days from the Decision Commencement Date for any Extraordinary Voting Matter (which may be extended for a further period of ten Business Days if the quorum requirement for the relevant Extraordinary Voting Matter has not been met within the initial Decision Period); and
- (d) 15 Business Days from the Decision Commencement Date for an Entrenched Right. However, the Decision Period for an Entrenched Right for which the Bondholders are the Affected Secured Creditor will not be less than 45 days from the date of the Decision Commencement Date.

Decision Commencement Date means the earlier of:

- (a) if the Qualifying Secured Creditors or, as the case may be, Secured Creditors are deemed to have agreed to the voting category proposed in the STID Proposal (by failing to instruct the Security Trustee to serve a Determination Dissenting Notice within five days of receipt of the STID Proposal) or, as applicable, as to whether the STID Proposal gives rise to any Entrenched Right affecting a Secured Creditor pursuant to the STID, the date which is five Business Days of receipt of the relevant STID Proposal;
- (b) the date on which the Dissenting Creditors and Elenia Verkko Oyj as the Security Group Agent reach agreement on the applicable voting category; or
- (c) if the agreement or determination is such that the existing STID Proposal is incorrect, the date of receipt of an appropriately amended STID Proposal from the Security Trustee as amended by or on behalf of the Security Group Agent with the agreement of the Dissenting Creditors.

Modifications, consents and waivers will be passed by the requisite number of creditors as further described in “*Types of Voting Categories*” above.

Qualifying Senior Debt

General

Creditors to whom Qualifying Senior Debt is owed are entitled to vote on the amount of such debt when consenting to proposals made by Elenia Verkko Oyj or instructing the Security Trustee to take action in accordance with the STID.

Subject to Entrenched Rights, only the relevant Qualifying Secured Creditors that are owed, or deemed to be owed, Qualifying Senior Debt may vote (through their Secured Creditor Representatives).

Qualifying Senior Debt

Qualifying Senior Debt is comprised of:

- (a) the principal amount outstanding under the Bonds;
- (b) the principal amount outstanding under the Authorised Credit Facilities (other than the Liquidity Facility Agreement, the PP Notes and the Hedging Agreements) at such time;
- (c) the principal amount outstanding under the PP Notes;
- (d) subject to the Entrenched Rights in relation to any Hedging Transaction arising under a Pari Passu Hedging Agreement prior to the taking of any Enforcement Action in relation to any vote on (i) whether to take any Enforcement Action or (ii) to terminate any Standstill, an amount calculated in accordance

with the voting provisions of the STID in respect of Pari Passu Hedging Transactions by Pari Passu Hedge Counterparties;

- (e) subject to the Entrenched Rights (i) in relation to any Hedging Transaction arising under a Pari Passu Hedging Agreement in respect of which an Early Termination Date (as defined in the relevant Pari Passu Hedging Agreement) has been designated, the amount (if any) outstanding to the relevant Pari Passu Hedge Counterparty following such termination (as calculated in accordance with the terms of the Pari Passu Hedging Agreement) and/or (ii) otherwise, the Equivalent Amount (as calculated by the relevant Hedge Counterparty) representing the mark-to-market value (on the date falling two Business Days after the commencement of the relevant Decision Period) of any transaction or transactions arising under a Pari Passu Hedging Agreement to the extent that such value represents an amount which would be payable to the relevant Pari Passu Hedge Counterparty if an Early Termination Date (as defined in the relevant Pari Passu Hedging Agreement) was designated at such time in respect of such transaction or transactions; and
- (f) the principal amounts outstanding under any other secured term loan facilities which are Authorised Credit Facilities at such time ranking *pari passu* with the above (but excluding for the avoidance of doubt any Liquidity Facilities or any Hedging Transactions arising under a Super Senior Hedging Agreement).

Certification of Amounts of Qualifying Senior Debt

Each Qualifying Secured Creditor (acting through its Secured Creditor Representative) must certify to the Security Trustee within five Business Days of the date on which either: (i) the Qualifying Secured Creditors have been notified of a STID Proposal, a Qualifying Secured Creditor Instruction Notice or a Direction Notice; or (ii) the Security Trustee requests such certification, the Outstanding Principal Amount of any debt which constitutes Qualifying Senior Debt held by such Qualifying Secured Creditor. If any Qualifying Secured Creditor fails to provide such certification through its Secured Creditor Representative within the time required, then the Security Trustee will notify Elenia Verkko Oyj of such failure. Elenia Verkko Oyj must (to the extent aware of such amount) promptly inform the Security Trustee of the Outstanding Principal Amount of Qualifying Senior Debt of such Qualifying Secured Creditor and such notification will be binding on the relevant Qualifying Secured Creditors except in the case of manifest error and without liability to the Security Trustee.

Qualifying Secured Creditor Instructions

Qualifying Secured Creditors with at least 20 per cent. (or such other percentage as may be required under the CTA) of the aggregate Outstanding Principal Amount of all Qualifying Senior Debt may instruct the Security Trustee (subject to providing the required indemnity pursuant to the STID and to any Entrenched Rights or Reserved Matters) to exercise any of the rights granted to the Security Trustee under the Common Documents (save in respect of the taking of Enforcement Action or the delivery of an Acceleration Notice) including to request further information pursuant to and subject to the terms of the CTA in respect of, inter alia, Security Group covenants and Trigger Events, to challenge the content of a Compliance Certificate, approve an Independent Expert investigating the contents of a Compliance Certificate and to direct as to whether an event has a Material Adverse Effect (or to give directions generally in relation to any determination as to materiality).

Standstill

If any Obligor, any Subordinated Intragroup Creditor, Subordinated Creditor or any Secured Creditor (other than the Security Trustee, the Bond Trustee and any Facility Agent) becomes aware of the occurrence of an Event of Default, it shall forthwith notify the Security Trustee and the Security Group Agent in writing and the Security Trustee shall promptly thereafter notify the Secured Creditor Representatives on behalf of the Secured Creditors and, where the Security Trustee was notified by a Secured Creditor, the Obligors.

Immediately upon notification to the Security Trustee of an Event of Default occurring (other than, for the avoidance of doubt, an Event of Default as defined in any Hedging Agreement with respect to a Hedge Counterparty) and if any Senior Debt is outstanding, a Standstill Period will commence (unless one is already in existence) and each of the following provisions will apply.

During the Standstill Period

Each Secured Creditor agrees that during a Standstill Period: (a) except as provided in paragraph (b) none of the Secured Creditors will be entitled to give any instructions to the Security Trustee to take any Enforcement Action (but without prejudice to the ability of the Secured Creditors to demand scheduled payments) in relation to the Security granted by the Obligors; (b) provided that no acceleration of any claim may take place other than as expressly permitted under clause 22.3 (Permitted Share Pledge Acceleration) of the STID, the Security granted by Elenia Holdings may be enforced at any time by the Security Trustee at the direction of the Majority Creditors (provided that the relevant Quorum Requirement has been met) and a Distressed Disposal may be undertaken by the Security Trustee if instructed by the Participating Qualifying Secured Creditors in accordance with the relevant provisions of the STID; and (c) save as provided in paragraphs (a) and (b) above, no Enforcement Action may be taken by any Secured Creditor provided that these provisions shall not restrict the termination of a Hedging Agreement by the relevant Hedge Counterparty in whole or in part pursuant to a Permitted Hedge Termination.

Notwithstanding the above paragraph: (a) during a Standstill Period, any moneys received by the Obligors and all monies credited to the Accounts, will be applied in accordance with the cash management provisions in the Common Terms Agreement and, upon application in the discharge of the Secured Liabilities, in accordance with the Pre-Enforcement Priority of Payments; and (b) the Issuer will continue to be entitled to make drawings under the Liquidity Facility subject to the terms of the Liquidity Facility Agreement.

Termination of the Standstill Period

A Standstill Period which has commenced upon the occurrence of an Event of Default set out in the Common Terms Agreement will terminate upon the earliest of:

- (a) the date on which any steps are taken to commence Insolvency Proceedings against any Obligor other than proceedings that are commenced by the Security Trustee or which are frivolous or vexatious and are discharged, stayed or dismissed within 20 Business Days of commencement or, if earlier, the date on which such Insolvency Proceedings are advertised;
- (b) (during the first 18 months of the Standstill Period) the date on which Participating Qualifying Secured Creditors in respect of 66.67 per cent. or more of the aggregate Outstanding Principal Amount of the Qualifying Senior Debt vote to terminate the Standstill Period and (after such first 18 months) the date on which the Standstill Period terminates pursuant to clause 20.5 (Extension of Standstill) of the STID; and
- (c) the date of any waiver granted in accordance with the STID or the date of remedy of the Event of Default giving rise to the Standstill Period (such waiver or remedy, a “**Standstill Remedy**”).

Upon termination of a Standstill Period in accordance with the above (except by virtue of paragraph (c)), any Secured Creditor will be entitled to direct the Security Trustee to deliver an Acceleration Notice and exercise all rights which may be available to it under any Finance Document (other than any Security Document) (including directing the Security Trustee to take any Enforcement Action) free of the restrictions imposed by clause 6 (Undertakings) or clause 20.2 (Restrictions during Standstill) of the STID but subject to clause 23 (Post-Enforcement Priority of Payments) and clause 6.6 (Receipts Held in Trust) of the STID and the Security Trustee shall be entitled to enforce any Security Document in accordance with clause 21.2 (Enforcement Action) of the STID.

Extension of a Standstill Period

In certain circumstances as more fully set out in the STID, a Standstill Period may be extended.

Enforcement and Acceleration

Immediately upon notification to the Security Trustee of an Event of Default occurring (other than an Event of Default as defined in any Hedging Agreement with respect to a Hedge Counterparty), a Standstill Period will commence (unless one is already in existence). Upon termination of a Standstill Period in accordance with the STID (except by virtue of a Standstill Remedy to waive or cure the Event of Default), any Secured Creditor (other than the Bondholders, except as permitted under the Bond Trust Deed) will be entitled to direct the

Security Trustee to deliver an Acceleration Notice and exercise all rights which may be available to it under any Finance Document (including directing the Security Trustee to take any Enforcement Action) and the Security Trustee shall be entitled to enforce any Security Document in accordance with the STID.

Post-Enforcement Priority of Payments

During an Enforcement Period, the whole of the Security will become enforceable. Subject to certain matters and to certain exceptions, following an enforcement, any Available Enforcement Proceeds or other monies held by the Security Trustee under the STID will be applied by the Security Trustee in accordance with the Post-Enforcement Priority of Payments waterfall.

On the occurrence of a Distressed Disposal the Security Trustee may, without any consent from any Secured Creditor or Obligor, release any Security as is required to effect the disposal in accordance with the STID. The net proceeds of disposal are to be applied in accordance with the Post-Enforcement Priority of Payments (see the section “*Enforcement and Acceleration*” above and “*Cash flows*” below).

Indemnification of the Security Trustee

The STID provides that the Security Trustee shall not be obliged to deliver an Acceleration Notice or to take any Enforcement Action or to take any other action or step that is ancillary (but prior) to the taking of any Enforcement Action or to take any other action or step pursuant to any Finance Document unless and until it has been indemnified and/or secured and/or prefunded to its satisfaction against all liabilities to which it may become liable by giving any Acceleration Notice or taking any Enforcement Action or any other action or step pursuant to the STID.

Tax Deed of Covenant

Pursuant to a deed of covenant dated 10 December 2013 between, *inter alios*, the Security Trustee, the Bond Trustee and the Tax Obligors (the “**Tax Deed of Covenant**”), each of the Tax Obligors makes representations and gives warranties and covenants in relation to (among other things) the payment of tax by such companies, tax residency and VAT. On 23 December 2014, Elenia Oy acceded as an Obligor to the Tax Deed of Covenant.

The Tax Deed of Covenant is governed by English law.

SUMMARY OF THE FINANCE DOCUMENTS

Authorised Credit Facilities Agreement

The Authorised Credit Facilities Agreement was entered into on 26 June 2017 between, among others, Elenia Oy, Elenia Lämpö Oy and Elenia Finance Oyj, the ACF Agent and the ACF Arrangers (the “**Authorised Credit Facilities Agreement**”). Further to the Corporate Reorganisation, Elenia Verkko Oyj assumed the rights and obligations of the entities that acted as the Security Group Agent and the Borrowers under the Authorised Credit Facilities Agreement by operation of law. On 27 October 2017, OP Corporate Bank acceded as a Lender to the Authorised Credit Facilities Agreement

Under the Authorised Credit Facilities Agreement, credit facilities were made available to the Borrower by the ACF Lenders comprising:

- (a) a term revolving facility of up to €350,000,000 (capable of being reborrowed as contemplated by the Authorised Credit Facilities Agreement) (the “**Capex Facility**”) to fund the financing or refinancing of capital expenditure or any obligation in respect of such expenditure and certain Permitted Acquisitions (as further described in paragraphs (e) and (f) of the definition of Permitted Acquisitions in the MDA); and
- (b) a WC Facility of up to €60,000,000 (capable of being reborrowed as contemplated by the Authorised Credit Facilities Agreement) to fund general corporate and working capital purposes.

The Capex Facility and WC Facility will mature on 26 June 2024 (the “**Authorised Credit Facilities Agreement Termination Date**”). The maturity of the Capex Facility and WC Facility include two one-year extension options to extend the Authorised Credit Facilities Agreement Termination Date by two years.

On 6 May 2020 and 9 November 2020, OP Corporate Bank Plc and Danske Bank A/S, Finland Branch respectively provided Ancillary Facilities on a bilateral basis to the Borrower in place of their unutilised WC Facility Commitment, as permitted under the Authorised Credit Facilities Agreement. It is a term of the Authorised Credit Facilities Agreement that, subject to exceptions and qualifications, any Ancillary Facility must be based upon normal commercial terms, may not allow the Ancillary Commitment of a Lender to exceed the Available Commitment with respect to the WC Facility of that Lender, must require that the Ancillary Commitment is reduced to nil and that all Ancillary Outstandings are repaid not later than the Authorised Credit Facilities Agreement Termination Date for the WC Facility. It is also a term of the Authorised Credit Facilities Agreement that if there is any inconsistency between the terms of an Ancillary Facility and the Authorised Credit Facilities Agreement, the Authorised Credit Facilities Agreement shall prevail, subject to limited exceptions.

Elenia Verkko Oyj (in its capacity as Borrower) makes representations and warranties, covenants and undertakings to the ACF Arrangers, the ACF Lenders and the ACF Agent. These include representations, warranties and covenants on the terms set out in or otherwise permitted by the CTA. All utilisations under the Authorised Credit Facility are subject to all Repeating Representations in the CTA being true in all material respects.

Certain Trigger Events under the CTA also apply under the Authorised Credit Facilities Agreement (see the section “*Summary Of the Common Documents – Common Terms Agreement*”).

The Events of Default under the CTA also apply under the Authorised Credit Facilities Agreement (see the section “*Summary Of the Common Documents – Common Terms Agreement – Events of Default*”), provided that the Equity Cure Right shall be limited to three times during any five-year period (as set out in the CTA).

The rights and obligations of the parties under the Authorised Credit Facilities Agreement are subject to the STID. The occurrence of a Default which is continuing is a draw-stop under the WC Facility and the Capex Facility. However, any drawings under the WC Facility which are outstanding at the time of the occurrence of a Default which is continuing will remain outstanding and can be rolled over until the occurrence of a Declared Default.

Subject to the CTA and the STID, Elenia Verkko Oyj may, by giving in its capacity as Security Group Agent not fewer than five Business Days’ prior notice (or such shorter period as the Majority Lenders may agree) to

the ACF Agent, prepay amounts outstanding under the Capex Facility in a minimum amount of €1 million. Elenia Verkko Oyj (in its capacity as Security Group Agent) must confirm to the ACF Agent that it has sufficient funds on such payment date to effect such prepayment.

Elenia Verkko Oyj may additionally, if it gives in its capacity as Security Group Agent not fewer than five Business Days' (or such shorter period as the Majority Lenders may agree) prior notice to the ACF Agent, prepay amounts outstanding under the WC Facility in a minimum amount of €1 million. Elenia Verkko Oyj (in its capacity as Security Group Agent) must confirm to the ACF Agent that it has sufficient funds on such payment date to effect such prepayment.

Elenia Verkko Oyj (in its capacity as Borrower) will be required to ensure that the aggregate amount of all the loans made under the WC Facility and any cash loans under Ancillary Facilities less any amount of Cash or Cash Equivalent Investments of the Security Group (other than the Issuer) shall be reduced to zero for a period of not less than five successive Business Days in each annual accounting period, and not fewer than three months from the end of the preceding clean down.

Series 1 PP Note Purchase Agreement

On 25 July 2014, the PP note issuer at the time and the other obligors at the time entered into an English law governed note purchase agreement (the “**Series 1 PP Note Purchase Agreement**”) with certain purchasers listed therein (the **Series 1 PP Note Purchasers**), pursuant to which the PP note issuer, on 30 July 2014, issued and sold €120,000,000 fixed rate senior secured guaranteed notes due 30 July 2034 (the “**Series 1 Notes**”) to the Series 1 PP Note Purchasers. On 30 July 2014, each Series 1 PP Note Purchaser who was not already party to the STID and the Common Terms Agreement acceded to the Common Terms Agreement and the STID, and became a Secured Creditor and a Finance Party thereunder. Further to the Corporate Reorganisation, Elenia Verkko Oyj assumed the rights and obligations of the PP note issuer at the time as the PP Note Issuer by operation of law.

The proceeds of the sale of the Series 1 Notes were ultimately used to refinance a portion of Senior Debt then existing.

Repayment

The entire principal amount of the Series 1 Notes (or so much thereof as shall not have been prepaid) shall be due and payable in full on 30 July 2034.

Prepayments

Mandatory and optional prepayment of the Series 1 Notes in full or in part, (subject to minimum prepayment amounts, notice periods, payment of accrued interest and in certain circumstances, payment of make-whole amounts) apply pursuant to the terms of the Series 1 PP Note Purchase Agreement.

Events of Default and Trigger Events

If an Event of Default has occurred and is continuing or a Trigger Event (including an additional trigger event whereby the long-term credit rating of the Series 1 Notes is downgraded below Investment Grade) has occurred and is continuing, the Series 1 PP Note Purchasers (together with all other Finance Parties) shall be entitled to the rights and remedies and be entitled to act in accordance with the provisions set forth in the Common Terms Agreement and any other Finance Document.

Series 2 PP Note Purchase Agreement

On 3 September 2014, the PP note issuer at the time and the other obligors at the time entered into an English law governed note purchase agreement the “(**Series 2 PP Note Purchase Agreement**)” with certain purchasers listed therein (the “**Series 2 PP Note Purchasers**”), pursuant to which the PP note issuer, on 9 September 2014, issued and sold €35,000,000 fixed rate senior secured guaranteed notes due 9 September 2034 (the “**Series 2 Notes**”) to the Series 2 PP Note Purchasers. On 9 September 2014, each Series 2 PP Note Purchaser who was not already party to the STID and the Common Terms Agreement acceded to the Common Terms Agreement and the STID, and became a Secured Creditor and a Finance Party thereunder. Further to the Corporate Reorganisation, Elenia Verkko Oyj assumed the rights and obligations of the PP note issuer at the time as the PP Note Issuer by operation of law.

The proceeds of the sale of the Series 2 Notes were ultimately used to refinance a portion of Senior Debt then existing.

Repayment

The entire principal amount of the Series 2 Notes (or so much thereof as shall not have been prepaid) shall be due and payable in full on 9 September 2034.

Prepayments

Mandatory and optional prepayment of the Series 2 Notes in full or in part, (subject to minimum prepayment amounts, notice periods, payment of accrued interest and in certain circumstances, payment of make-whole amounts), apply pursuant to the terms of the Series 2 PP Note Purchase Agreement.

Events of Default and Trigger Events

If an Event of Default has occurred and is continuing or a Trigger Event (including an additional trigger event whereby the long-term credit rating of the Series 2 Notes is downgraded below Investment Grade) has occurred and is continuing, the Series 2 PP Note Purchasers (together with all other Finance Parties) shall be entitled to the rights and remedies and be entitled to act in accordance with the provisions set forth in the Common Terms Agreement and any other Finance Document

Series 3 PP Note Purchase Agreement

On 19 August 2015, the PP note issuer at the time and the other obligors at the time entered into an English law governed note purchase agreement (the “**Series 3 PP Note Purchase Agreement**”) with certain purchasers listed therein (the “**Series 3 PP Note Purchasers**”), pursuant to which the PP note issuer, on 19 August 2015, issued and sold €75,000,000 fixed rate senior secured guaranteed notes due 19 August 2030 (the “**Series 3 Notes**”) to the Series 3 PP Note Purchasers. On 19 August 2015, each Series 3 PP Note Purchaser who was not already party to the STID and the Common Terms Agreement acceded to the Common Terms Agreement and the STID, and became a Secured Creditor and a Finance Party thereunder. Further to the Corporate Reorganisation, Elenia Verkko Oyj assumed the rights and obligations of the PP note issuer at the time as the PP Note Issuer by operation of law.

The proceeds of the sale of the Series 3 Notes were ultimately used to both refinance a portion of Senior Debt then existing and finance Capital Expenditure.

Repayment

The entire principal amount of the Series 3 Notes (or so much thereof as shall not have been prepaid) shall be due and payable in full on 19 August 2030.

Prepayments

Mandatory and optional prepayment of the Series 3 Notes in full or in part, (subject to minimum prepayment amounts, notice periods, payment of accrued interest and in certain circumstances, payment of make-whole amounts), apply pursuant to the terms of the Series 3 PP Note Purchase Agreement.

Events of Default and Trigger Events

If an Event of Default has occurred and is continuing or a Trigger Event (including an additional trigger event whereby the long-term credit rating of the Series 3 Notes is downgraded below Investment Grade) has occurred and is continuing, the Series 3 PP Note Purchasers (together with all other Finance Parties) shall be entitled to the rights and remedies and be entitled to act in accordance with the provisions set forth in the Common Terms Agreement and any other Finance Document.

Series 4 PP Note Purchase Agreement

On 17 June 2016, the PP note issuer at the time and the other obligors at the time entered into an English law governed note purchase agreement (the “**Series 4 PP Note Purchase Agreement**”) with certain purchasers listed therein (the “**Series 4 PP Note Purchasers**”), pursuant to which the PP note issuer, on 17 June 2016, issued and sold €25,000,000 fixed rate senior secured guaranteed notes due 22 June 2031 (the “**Series 4 Notes**”)

to the Series 4 PP Note Purchasers. On 17 June 2016, each Series 4 PP Note Purchaser who was not already party to the STID and the Common Terms Agreement acceded to the Common Terms Agreement and the STID, and became a Secured Creditor and a Finance Party thereunder. Further to the Corporate Reorganisation, Elenia Verkko Oyj assumed the rights and obligations of the PP note issuer at the time as the PP Note Issuer by operation of law.

The proceeds of the sale of the Series 4 Notes were ultimately used to both refinance a portion of Senior Debt then existing and finance Capital Expenditure.

Repayment

The entire principal amount of the Series 4 Notes (or so much thereof as shall not have been prepaid) shall be due and payable in full on 22 June 2031.

Prepayments

Mandatory and optional prepayment of the Series 4 Notes in full or in part, (subject to minimum prepayment amounts, notice periods, payment of accrued interest and in certain circumstances, payment of make-whole amounts), apply pursuant to the terms of the Series 4 PP Note Purchase Agreement.

Events of Default and Trigger Events

If an Event of Default has occurred and is continuing or a Trigger Event (including an additional trigger event whereby the long-term credit rating of the Series 4 Notes is downgraded below Investment Grade) has occurred and is continuing, the Series 4 PP Note Purchasers (together with all other Finance Parties) shall be entitled to the rights and remedies and be entitled to act in accordance with the provisions set forth in the Common Terms Agreement and any other Finance Document.

Series 5-7 PP Note Purchase Agreement

On 12 December 2016, the PP note issuer at the time and the other obligors at the time entered into an English law governed note purchase agreement (the “**Series 5-7 PP Note Purchase Agreement**”) with certain purchasers listed therein (each being the “**Series 5 PP Note Purchaser**”, the “**Series 6 PP Note Purchaser**” and the “**Series 7 PP Note Purchaser**” (as appropriate), and together, the “**Series 5–7 PP Note Purchasers**”), pursuant to which the PP note issuer, on 14 December 2016, issued and sold €29,000,000 senior secured guaranteed notes due 14 December 2029 (the “**Series 5 Notes**”) to the Series 5 PP Note Purchaser; €29,000,000 senior secured guaranteed notes due 14 December 2031 (the “**Series 6 Notes**”) to the Series 6 PP Note Purchaser; and €42,000,000 senior secured guaranteed notes due 14 December 2033 (the “**Series 7 Notes**”) to the Series 7 PP Note Purchaser. On 12 December 2016, each Series 5-7 PP Note Purchaser who was not already party to the STID and the Common Terms Agreement acceded to the Common Terms Agreement and the STID, and became a Secured Creditor and a Finance Party thereunder. Further to the Corporate Reorganisation, Elenia Verkko Oyj assumed the rights and obligations of the PP note issuer at the time as the PP Note Issuer by operation of law.

The proceeds of the sale of the Series 5 Notes, the Series 6 Notes and the Series 7 Notes (together, the “**Series 5 – 7 Notes**”) were ultimately used to both refinance a portion of Senior Debt then existing and finance Capital Expenditure.

Repayment

The entire principal amount of the Series 5 Notes (or so much thereof as shall not have been prepaid) shall be due and payable in full on 14 December 2029. The entire principal amount of the Series 6 Notes (or so much thereof as shall not have been prepaid) shall be due and payable in full on 14 December 2031. The entire principal amount of the Series 7 Notes (or so much thereof as shall not have been prepaid) shall be due and payable in full on 14 December 2033.

Prepayments

Mandatory and optional prepayment of the Series 5-7 Notes in full or in part, (subject to minimum prepayment amounts, notice periods, payment of accrued interest and in certain circumstances, payment of make-whole amounts), apply pursuant to the terms of the Series 5-7 PP Note Purchase Agreement.

Events of Default and Trigger Events

If an Event of Default has occurred and is continuing in respect of any of the Series 5-7 Notes or a Trigger Event (including an additional trigger event whereby the long-term credit rating of any of the Series 5-7 Notes is downgraded below Investment Grade) has occurred and is continuing, any Series 5-7 PP Note Purchaser (together with all other Finance Parties) shall be entitled to the rights and remedies and be entitled to act in accordance with the provisions set forth in the Common Terms Agreement and any other Finance Document.

Series 8 PP Note Purchase Agreement

On 16 December 2016, the PP note issuer at the time and the other obligors at the time entered into an English law governed note purchase agreement (the “**Series 8 PP Note Purchase Agreement**”) with the purchaser listed therein (the “**Series 8 PP Note Purchaser**”), pursuant to which the PP note issuer, on 21 December 2016, issued and sold €25,000,000 fixed rate senior secured guaranteed notes due 21 December 2031 (the “**Series 8 Notes**”) to the Series 8 PP Note Purchaser. On 16 December 2016, the Series 8 PP Note Purchaser acceded to the Common Terms Agreement and the STID, and became a Secured Creditor and a Finance Party thereunder. Further to the Corporate Reorganisation, Elenia Verkko Oyj assumed the rights and obligations of the PP note issuer at the time as the PP Note Issuer by operation of law.

The proceeds of the sale of the Series 8 Notes were ultimately used to pay certain costs and expenses incurred in relation to the sale of the Series 8 Notes and for the general corporate purposes of the Security Group.

Repayment

The entire principal amount of the Series 8 Notes (or so much thereof as shall not have been prepaid) shall be due and payable in full on 21 December 2031.

Prepayments

Mandatory and optional prepayment of the Series 8 Notes in full or in part (subject to minimum prepayment amounts, notice periods, payment of accrued interest and in certain circumstances, payment of make-whole amounts), apply pursuant to the terms of the Series 8 PP Note Purchase Agreement.

Events of Default and Trigger Events

If an Event of Default has occurred and is continuing or a Trigger Event (including an additional trigger event whereby the long-term credit rating of the Series 8 Notes is downgraded below Investment Grade) has occurred and is continuing, the Series 8 PP Note Purchaser (together with all other Finance Parties) shall be entitled to the rights and remedies and be entitled to act in accordance with the provisions set forth in the Common Terms Agreement and any other Finance Document.

Series 9 PP Note Purchase Agreement

On 10 April 2017, the PP note issuer at the time and the other obligors at the time entered into an English law governed note purchase agreement (the “**Series 9 PP Note Purchase Agreement**”) with the purchaser listed therein (the “**Series 9 PP Note Purchaser**”), pursuant to which the PP note issuer, on 10 April 2017, issued and sold €25,000,000 fixed rate senior secured guaranteed notes due 10 April 2032 (the “**Series 9 Notes**”) to the Series 9 PP Note Purchaser. On 10 April 2017, the Series 9 PP Note Purchaser acceded to the Common Terms Agreement and the STID, and became a Secured Creditor and a Finance Party thereunder. Further to the Corporate Reorganisation, Elenia Verkko Oyj assumed the rights and obligations of the PP note issuer at the time as the PP Note Issuer by operation of law.

The proceeds of the sale of the Series 9 Notes were ultimately used to pay certain costs and expenses incurred in relation to the sale of the Series 9 Notes and for the general corporate purposes of the Security Group.

Repayment

The entire principal amount of the Series 9 Notes (or so much thereof as shall not have been prepaid) shall be due and payable in full on 10 April 2032.

Prepayments

Mandatory and optional prepayment of the Series 9 Notes in full or in part (subject to minimum prepayment amounts, notice periods, payment of accrued interest and in certain circumstances, payment of make-whole amounts), apply pursuant to the terms of the Series 9 PP Note Purchase Agreement.

Events of Default and Trigger Events

If an Event of Default has occurred and is continuing or a Trigger Event (including an additional trigger event whereby the long-term credit rating of the Series 9 Notes is downgraded below Investment Grade) has occurred and is continuing, the Series 9 PP Note Purchaser (together with all other Finance Parties) shall be entitled to the rights and remedies and be entitled to act in accordance with the provisions set forth in the Common Terms Agreement and any other Finance Document.

Series 10 PP Note Purchase Agreement

On 10 April 2017, the PP note issuer at the time and the other obligors at the time entered into an English law governed note purchase agreement (the “**Series 10 PP Note Purchase Agreement**”) with the purchasers listed therein (the “**Series 10 PP Note Purchaser**”), pursuant to which the PP note issuer, on 10 April 2017, issued and sold €17,000,000 fixed rate senior secured guaranteed notes due 10 April 2028 (the “**Series 10 Notes**”) to the Series 4 PP Note Purchaser. On 10 April 2017, the Series 10 PP Note Purchaser acceded to the Common Terms Agreement and the STID, and became a Secured Creditor and a Finance Party thereunder. Further to the Corporate Reorganisation, Elenia Verkko Oyj assumed the rights and obligations of the PP note issuer at the time as the PP Note Issuer by operation of law.

The proceeds of the sale of the Series 10 Notes were ultimately used to pay certain costs and expenses incurred in relation to the sale of the Series 10 Notes and for the general corporate purposes of the Security Group.

Repayment

The entire principal amount of the Series 10 Notes (or so much thereof as shall not have been prepaid) shall be due and payable in full on 10 April 2028.

Prepayments

Mandatory and optional prepayment of the Series 10 Notes in full or in part (subject to minimum prepayment amounts, notice periods, payment of accrued interest and in certain circumstances, payment of make-whole amounts), apply pursuant to the terms of the Series 10 PP Note Purchase Agreement.

Events of Default and Trigger Events

If an Event of Default has occurred and is continuing or a Trigger Event (including an additional trigger event whereby the long-term credit rating of the Series 10 Notes is downgraded below Investment Grade) has occurred and is continuing, the Series 10 PP Note Purchaser (together with all other Finance Parties) shall be entitled to the rights and remedies and be entitled to act in accordance with the provisions set forth in the Common Terms Agreement and any other Finance Document.

Series 11 PP Note Purchase Agreement

On 10 April 2017, the PP note issuer at the time and the other obligors at the time entered into an English law governed note purchase agreement (the “**Series 11 PP Note Purchase Agreement**”) with the purchaser listed therein (the “**Series 11 PP Note Purchaser**”), pursuant to which the PP note issuer at the time, on 10 April 2017, issued and sold €16,500,000 fixed rate senior secured guaranteed notes due 10 April 2028 (the “**Series 11 Notes**”) to the Series 11 PP Note Purchaser. On 10 April 2017, the Series 11 PP Note Purchaser acceded to the Common Terms Agreement and the STID, and became a Secured Creditor and a Finance Party thereunder. Further to the Corporate Reorganisation, Elenia Verkko Oyj assumed the rights and obligations of the PP note issuer at the time as the PP Note Issuer by operation of law.

The proceeds of the sale of the Series 11 Notes were ultimately used to pay certain costs and expenses incurred in relation to the sale of the Series 11 Notes and for the general corporate purposes of the Security Group.

Repayment

The entire principal amount of the Series 11 Notes (or so much thereof as shall not have been prepaid) shall be due and payable in full on 10 April 2028.

Prepayments

Mandatory and optional prepayment of the Series 11 Notes in full or in part (subject to minimum prepayment amounts, notice periods, payment of accrued interest and in certain circumstances, payment of make-whole amounts), apply pursuant to the terms of the Series 11 PP Note Purchase Agreement.

Events of Default and Trigger Events

If an Event of Default has occurred and is continuing or a Trigger Event (including an additional trigger event whereby the long-term credit rating of the Series 11 Notes is downgraded below Investment Grade) has occurred and is continuing, the Series 11 PP Note Purchaser (together with all other Finance Parties) shall be entitled to the rights and remedies and be entitled to act in accordance with the provisions set forth in the Common Terms Agreement and any other Finance Document.

Series 12-16 PP Note Purchase Agreement

On 10 April 2017, the PP note issuer at the time and the other obligors at the time entered into an English law governed note purchase agreement (the “**Series 12, 13, 14, 15 and 16 PP Note Purchase Agreement**”) with certain purchasers listed therein (each being the “**Series 12 PP Note Purchaser**”, the “**Series 13 PP Note Purchaser**”, the “**Series 14 PP Note Purchaser**”, the “**Series 15 PP Note Purchaser**” and the “**Series 16 PP Note Purchaser**”, together, the “**Series 12-16 PP Note Purchasers**”), pursuant to which the PP note issuer at the time, on 10 April 2017, issued and sold €20,000,000 fixed rate senior secured guaranteed notes due 4 April 2028 (the “**Series 12 Notes**”) to the Series 12 PP Note Purchaser; €10,000,000 fixed rate senior secured guaranteed notes due 10 April 2032 (the “**Series 13 Notes**”) to the Series 13 PP Note Purchaser; €5,000,000 fixed rate senior secured guaranteed notes due 10 April 2028 (the “**Series 14 Notes**”) to the Series 14 PP Note Purchaser; €25,000,000 fixed rate senior secured guaranteed notes due 10 April 2032 (the “**Series 15 Notes**”) to the Series 15 PP Note Purchaser; and €20,000,000 fixed rate senior secured guaranteed notes due 10 April 2028 (the “**Series 16 Notes**”) to the Series 16 PP Note Purchaser (the Series 12 Notes, the Series 13 Notes, the Series 14 Notes, the Series 15 Notes and the Series 16 being, together, the “**Series 12-16 Notes**”). On 10 April 2017, each Series 12-16 PP Note Purchaser who was not already party to the STID and the Common Terms Agreement acceded to the Common Terms Agreement and the STID, and became a Secured Creditor and a Finance Party thereunder. Further to the Corporate Reorganisation, Elenia Verkko Oyj assumed the rights and obligations of the PP note issuer at the time as the PP Note Issuer by operation of law.

The proceeds of the sale of the Series 12-16 Notes were ultimately used to pay certain costs and expenses incurred in relation to the sale of the Series 12-16 Notes and for the general corporate purposes of the Security Group.

Repayment

The entire principal amount of the Series 12 Notes (or so much thereof as shall not have been prepaid) shall be due and payable in full on 4 April 2028. The entire principal amount of the Series 13 Notes (or so much thereof as shall not have been prepaid) shall be due and payable in full on 10 April 2032. The entire principal amount of the Series 14 Notes (or so much thereof as shall not have been prepaid) shall be due and payable in full on 10 April 2028. The entire principal amount of the Series 15 Notes (or so much thereof as shall not have been prepaid) shall be due and payable in full on 10 April 2032. The entire principal amount of the Series 16 Notes (or so much thereof as shall not have been prepaid) shall be due and payable in full on 10 April 2028.

Prepayments

Mandatory and optional prepayment of the Series 12-16 Notes in full or in part (subject to minimum prepayment amounts, notice periods, payment of accrued interest and in certain circumstances, payment of make-whole amounts), apply pursuant to the terms of the Series 12-16 PP Note Purchase Agreement.

Events of Default and Trigger Events

If an Event of Default has occurred and is continuing in respect of any of the Series 12-16 Notes or a Trigger Event (including an additional trigger event whereby the long-term credit rating of any of the Series 12-16 Notes is downgraded below Investment Grade) has occurred and is continuing, any Series 12-16 PP Note Purchaser (together with all other Finance Parties) shall be entitled to the rights and remedies and be entitled to act in accordance with the provisions set forth in the Common Terms Agreement and any other Finance Document.

Account Bank Agreement

General

Each of the Obligors established an operating account (together, the “**Operating Accounts**”). Elenia Verkko Oyj may open a Debt Service Reserve Account and/or a Liquidity Standby Account with an Account Bank (together with the Operating Accounts, the “**Obligor Accounts**”). The Obligor Accounts when opened are held with an Account Bank pursuant to the Account Bank Agreement dated 10 December 2013 and as amended and restated on 20 December 2019.

On 23 December 2014, Elenia Oy acceded as an Obligor to the Account Bank Agreement. On 30 December 2019, Elenia Holdings, Elenia Investments and Elenia Verkko Oyj acceded as Obligors to the Account Bank Agreement. On 12 May 2020, OP Corporate Bank acceded as an Account Bank to the Account Bank Agreement. On 25 November 2020, Danske Bank A/S, Finland Branch acceded as an Account Bank to the Account Bank Agreement.

A Liquidity Standby Account opened under the Liquidity Facility Agreement may be opened and maintained with an Account Bank under the Account Bank Agreement and any such account will be operated by the Liquidity Facility Agent.

“**Debt Service Reserve Account**” means an account opened and maintained by Elenia Verkko Oyj entitled “Debt Service Reserve Account” which may be credited with a cash reserve for satisfying all or part of the minimum debt service funding requirements set out in paragraph 1 of part 1 (Trigger Events) of schedule 3 (Trigger Events) of the Common Terms Agreement, or such other account as may be opened, with the consent of the Security Trustee, at any branch of an Account Bank in replacement of such account.

“**Liquidity Standby Account**” means a reserve account to be opened, if required, in the name of Elenia Verkko Oyj, and held at the applicable Liquidity Facility Provider in respect of whom the Standby Drawing has been made, or if such Liquidity Facility Provider does not have the Minimum Long Term Rating, at an Account Bank.

Termination

An Account Bank may resign its appointment upon not less than 120 days’ notice to the Obligors and the Cash Manager (copied to the Security Trustee and the Standstill Cash Manager) provided that: (a) if such resignation would otherwise take effect less than 30 days before or after the date upon which the Security created under the STID is released, or any Payment Date, it shall not take effect until the 30th day following such date; and (b) such resignation shall not take effect until a substitute Account Bank with the requisite rating has been duly appointed.

The Obligors may jointly revoke their appointment of an Account Bank by not less than 30 days’ notice to the Account Bank (with a copy to the Security Trustee and the Standstill Cash Manager) provided that such revocation shall not take effect until a substitute has been duly appointed. Furthermore the appointment of an Account Bank will terminate automatically if an Insolvency Event occurs in relation to the Account Bank.

SECURITY DOCUMENTS

Luxembourg Law Security Documents

Luxembourg Elenia Investments Share Pledge

On 30 December 2019, Elenia Holdings entered into a share pledge agreement with the Security Trustee for itself and as security trustee for the account of the Secured Creditors in respect of its shares in Elenia Investments

(the “**Luxembourg Elenia Investments Share Pledge**”). Pursuant to that agreement, Elenia Holdings granted to the Security Trustee a Luxembourg law governed first ranking pledge (“*gage de premier rang*”):

- (a) in respect of Elenia Holdings, (i) all its present and future shares in Elenia Investments including, but not limited to, the shares issued and outstanding at the date of the Luxembourg Elenia Investments Share Pledge and (ii) all warrants, options and other rights to subscribe for, purchase or otherwise acquire any of those shares, in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest (collectively, the “**Elenia Investments Shares**”);
- (b) in relation to any Elenia Investments Share, all present and future (i) dividends and distributions of any kind and any other sum received or receivable in respect of that Elenia Investments Share, (ii) rights, shares, money or other assets accruing or offered by way of redemption, substitution, exchange, bonus, option, preference or otherwise in respect of that Elenia Investments Share, (iii) allotments, offers and rights accruing or offered in respect of that Elenia Investments Share and (iv) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, that Elenia Investments Share (collectively, the Elenia Investments Dividends); and
- (c) over any assets from time to time subject, or expressed to be subject, to the Luxembourg Elenia Investments Share Pledge or any part of those assets.

Luxembourg Elenia Investments Account Pledge

On 30 December 2019, Elenia Investments entered into an account pledge agreement with the Security Trustee for itself and as security trustee for the account of the Secured Creditors. Pursuant to that agreement, Elenia Investments granted to the Security Trustee a Luxembourg law governed first ranking pledge (“*gage de premier rang*”) over all present and future assets, rights, claims and distributions in relation to any Luxembourg bank accounts.

Luxembourg Elenia Holdings Account Pledge

On 30 December 2019, Elenia Holdings entered into an account pledge agreement with the Security Trustee for itself and as security trustee for the account of the Secured Creditors. Pursuant to that agreement, Elenia Holdings granted to the Security Trustee a Luxembourg law governed first ranking pledge (“*gage de premier rang*”) over all present and future assets, rights, claims and distributions in relation to a specified Luxembourg bank account.

Luxembourg Elenia Holdings Receivables Pledge

On 30 December 2019, Elenia Holdings entered into a receivables pledge agreement with the Security Trustee for itself and as Security Trustee for the account of the Secured Creditors. Pursuant to that agreement, Elenia Holdings as Pledgor granted to the Security Trustee a Luxembourg law governed first ranking pledge (“*gage de premier rang*”) over all the present and future claims Elenia Holdings has or will have against Elenia Investments under any loan agreement between Elenia Holdings as lender and Elenia Investments as borrower.

Finnish Law Security Documents

Elenia Investments Finnish Pledge

Pursuant to the Finnish law pledge agreement entered into between Elenia Investments and the Security Trustee, the obligations set forth thereunder became effective on 30 December 2019. Elenia Investments granted a security over its assets for the obligations and liabilities of each other Obligor to any Secured Creditor under the Finance Documents.

The security constituted by this pledge is expressed to include, among other things, security over:

- (a) each loan, advance, claim, receivable or outstanding amount (including, but not limited to claims resulting from any rights of recourse or subrogation) owing from time to time by any member of the Security Group to Elenia Investments under any intra-group loan agreement, including, but not limited to intercompany receivables, effective on 30 December 2019;

- (b) Elenia Investments' bank accounts together with all amounts standing to the credit from time to time in the bank accounts and any interest accrued thereon, effective on 30 December 2019; and
- (c) the shares in Elenia Oy and the dividends and any other rights, moneys or property accruing or offered at any time in relation to the shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise (in Finnish: *varallisuusoikeudet*), effective on 1 January 2020.

Elenia Oy Finnish Pledge

Pursuant to two Finnish law pledge agreements entered into between Elenia Palvelut Oy (now Elenia Oy) and the Security Trustee, originally dated 23 December 2014 and 24 June 2019 (as applicable), as amended and restated on 30 December 2019 and as further amended on 9 June 2020, Elenia Oy has granted security over its assets for the obligations and liabilities of each other Obligor to any Secured Creditor under the Finance Documents.

The security constituted by this pledge is expressed to include, among other things, security over:

- (a) business mortgage note evidencing the business mortgage registered on Elenia Oy's assets, including, without limitation, fixed and intangible assets, working capital and liquid assets but excluding tax refunds, effective on 23 December 2014 in respect of the business mortgage note pledged pursuant to the security agreement dated 23 December 2014, which has been subsequently cancelled, and on 9 June 2020 in respect of the new business mortgage note issued pursuant to the pledge agreement as amended by an amendment agreement dated 9 June 2020;
- (b) the shares in Elenia Verkko Oyj and the dividends and any other rights, moneys or property accruing or offered at any time in relation to the shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise (in Finnish: *varallisuusoikeudet*), effective on 24 June 2019;
- (c) each loan, advance, claim, receivable or outstanding amount (including, but not limited to claims resulting from any rights of recourse or subrogation) owing from time to time by any member of the Security Group to Elenia Oy under any intra-group loan agreement, including, but not limited to intercompany receivables, effective on 30 December 2019; and
- (d) Elenia Oy's bank accounts together with all amounts standing to the credit from time to time in the bank accounts and any interest accrued thereon, effective on 30 December 2019.

Elenia Verkko Oyj Finnish Pledge

Pursuant to the security agreement between Elenia Verkko Oyj and the Security Trustee dated 30 December 2019 as amended by an amendment and security confirmation letter dated 9 June 2020 from Elenia Verkko Oyj to the Security Trustee (the "**Amendment and Security Confirmation**"), Elenia Verkko Oyj has granted security over its assets for the obligations and liabilities of each other Obligor to any Secured Creditor under the Finance Documents.

The security constituted by this pledge is expressed to include, among other things, security over:

- (a) each loan, advance, claim, receivable or outstanding amount (including, but not limited to claims resulting from any rights of recourse or subrogation) owing from time to time by any member of the Security Group to Elenia Verkko Oyj under any intra-group loan agreement, including, but not limited to intercompany receivables; and
- (b) Elenia Verkko Oyj's bank accounts together with all amounts standing to the credit from time to time in the bank accounts and any interest accrued thereon.

In addition, further to the Corporate Reorganisation and the terms of the Amendment and Security Confirmation, all assets and rights of Lakeside Network Investments Holding B.V., Elenia Oy (Elenia's network business entity before reorganisation), Elenia Finance Oyj, Elenia Holdings S.à r.l. and Elenia Finance (SPPS) S.à r.l. were transferred to and acquired by the Elenia Verkko Oyj by operation of law, including all their rights and interests in and to the security assets under the following security agreements as if it was an original party thereto:

- (c) a security agreement dated 17 December 2013 and made by and between Elenia Oy (business identity code: 2445423-4) and the Security Trustee;
- (d) a security agreement dated 17 December 2013 and made by and between Elenia Finance Oyj (business identity code: 2584057-5) and the Security Trustee;
- (e) a Finnish law security agreement dated 17 December 2013 and made by and between Elenia Holdings S.à r.l. (registration number B-181773) and the Security Trustee;
- (f) a Finnish law interim security agreement dated 9 June 2020 and made by and between Elenia Holdings S.à r.l. (registration number B-181773) and the Security Trustee;
- (g) a Finnish law security agreement dated 17 December 2013 and made by and between Elenia Finance (SPPS) S.à r.l. (registration number B-181775) and the Security Trustee; and
- (h) a Finnish law security agreement dated 17 December 2013 and made by and between Lakeside Network Investments Holding B.V. (registered number 53150309).

In connection with the Corporate Reorganisation, Elenia Verkko Oyj and Elenia Finance Oyj have together with the Security Trustee entered into an agreement on priority of business mortgages dated 9 June 2020 the purpose of which was to agree on the organising of the priority of the registered business mortgage notes of Elenia Verkko Oyj and Elenia Finance Oyj in connection with the Corporate Reorganisation.

ENGLISH LAW SECURITY DOCUMENT

SECURITY AGREEMENT

General

On 17 December 2013, Elenia Oy, Elenia Lämpö Oy, Elenia Holdings S.à r.l., Elenia Finance (SPPS) S. à r.l., Lakeside Network Investments Holding B.V. and Elenia Finance Oyj entered into an English law governed Security Agreement in favour of the Security Trustee (for itself and for the Secured Creditors) in connection with the Finance Documents (the “**English Security Agreement**”). The English Security Agreement was supplemented by a supplemental security agreement dated 30 December 2019 further to which Elenia Oy, Elenia Holdings, Elenia Verkko Oyj and Elenia Investments became assignors thereunder. The English Security Agreement was further supplemented by a supplemental security agreement dated 9 June 2020.

Under this agreement, each Obligor party to such English Security Agreement assigned by way of security with full title guarantee and as security for all Secured Liabilities, all of the Agreements to which it is party.

Assigned Agreements

The Agreements assigned by way of security consist of each Obligor’s right, title and interest from time to time in and to the Finance Documents to which it is party which are governed by English law and any of the following in relation thereto:

- (a) any proceeds of sale, transfer or other disposal, lease, licence, sub-licence, or agreement for sale, transfer or other disposal, lease, licence or sub-licence under any such Finance Document;
- (b) any moneys or proceeds paid or payable deriving from any such Finance Document;
- (c) any rights, claims, guarantees, indemnities, Security or covenants for title in relation to any such Finance Document;
- (d) any awards or judgements in favour of an Obligor in relation to any such Finance Document; and
- (e) any other asset deriving from, or relating to any such Finance Documents.

Secured Liabilities

The security created under the Security Agreement is granted by each Obligor as security for the payment of all of the Secured Liabilities, being all present and future obligations and liabilities (whether actual or contingent

and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Creditor under each Finance Document to which such Obligor is a party.

Enforcement

Under the Security Agreement the security created thereunder is enforceable upon the commencement of and at any time during an Enforcement Period. In accordance with the Master Definitions Agreement, such period begins upon the termination of a Standstill (other than pursuant to the granting of a waiver of the underlying default in accordance with the STID) until the earlier of the date on which all Secured Liabilities are discharged and the date on which the Security Trustee (acting in accordance with the instructions of the relevant Secured Creditors pursuant to the STID) notifies the Obligors that the Enforcement Period has ended.

During such period, the Security Trustee may in its absolute discretion enforce all or any part of the security in any manner it sees fit, acting in accordance with the STID.

Application of Proceeds

Any proceeds received by the Security Trustee or by any receiver appointed by it pursuant to the Security Agreement must be applied by the Security Trustee in accordance with the Post-Enforcement Priority of Payments, subject to the payment of any claims having priority to the security under the Security Agreement and to the rights of the Security Trustee and any receiver appointed in respect thereof and subject to the STID.

Discharge of Security

Subject to the STID, the security shall be discharged when (i) all of the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and (ii) none of the Secured Creditors are under any further actual or contingent obligation to make advances or provide other financial accommodation to any Obligor under any Finance Document.

At this point, the Security Trustee and each Secured Creditor shall, in the sole discretion of the Security Trustee, execute and do all such things as may be necessary to release the security created by the Security Agreement and to reassign the assigned property thereunder to each Obligor (as applicable).

SUMMARY OF THE CREDIT AND LIQUIDITY SUPPORT DOCUMENTS

AMENDED AND RESTATED LIQUIDITY FACILITY AGREEMENT

Elenia Oy, Elenia Finance Oy and Elenia Lämpö Oy entered into the Initial Liquidity Facility Agreement on 10 December 2013, as amended and restated on 26 June 2017 (the “**Amended and Restated Liquidity Facility Agreement**”). Further to the Corporate Reorganisation, Elenia Verkko Oy assumed the rights and obligations of the entities that performed such functions at the time as Security Group Agent, the Issuer, the Cash Manager and the Borrowers under the Initial Liquidity Facility Agreement by operation of law.

Under the terms of the Amended and Restated Liquidity Facility Agreement, the Effective Date Liquidity Facility Providers granted a 364-day committed euro revolving credit facility (which may be renewed) in aggregate amount specified in the Amended and Restated Liquidity Facility Agreement for the purpose of covering certain shortfalls in the ability of Elenia Verkko Oy (in its capacity as the Borrower under the Amended and Restated Liquidity Facility Agreement, the “**LF Borrower**”) to service amounts payable in respect of the Finance Documents and certain other payments due to the Secured Creditors, including amounts due under certain hedging agreements.

Each Liquidity Facility Provider must have the Minimum Long Term Rating. Each Liquidity Facility Provider will be a Secured Creditor and a party to the STID, the Common Terms Agreement and the Master Definitions Agreement.

Under the Amended and Restated Liquidity Facility Agreement, the Liquidity Facility will not be available to be drawn down if an LF Event of Default has occurred and is continuing. Following an LF Event of Default, the Initial Liquidity Facility Agent may, by notice in writing to the affected Borrower (copied to the other LF Borrower), the Security Trustee and the Bond Trustee, declare all outstanding drawings immediately due and payable and/or cancel the commitments of each Effective Date Liquidity Facility Provider.

The Amended and Restated Liquidity Facility Agreement provides that if: (a) at any time the rating of the long term, unsecured, unsubordinated and unguaranteed debt obligations of the relevant Liquidity Facility Provider falls below the Minimum Long Term Rating; or (b) the relevant Liquidity Facility Provider does not agree to renew its commitment under the Liquidity Facility prior to the expiry of the relevant availability period:

- (a) the Cash Manager will use all reasonable endeavours to replace the relevant Liquidity Facility Provider with a successor Liquidity Facility Provider, a substitute Liquidity Facility Provider or, in the case of (a) above only, a guarantor of such Liquidity Facility Provider with the Minimum Long-Term Rating; and
- (b) (if a replacement is not made within the relevant time period specified in the Amended and Restated Liquidity Facility Agreement) the LF Borrower (or the Cash Manager on their behalf) will be entitled to require such Liquidity Facility Provider to pay into the relevant Liquidity Standby Account the full amount of the relevant Liquidity Facility Provider’s undrawn commitment (a “**Standby Drawing**”).

If the Standby Drawing results from a Liquidity Facility Provider falling below the Minimum Long Term Rating, the LF Borrower shall repay the Standby Drawing: (A) if the LF Borrower serves a notice of cancellation; (B) if the affected Liquidity Facility Provider assigns or transfers its rights, benefits or obligations under the LF Finance Documents; (C) within five Business Days of the date on which the Affected Liquidity Facility Provider has served a notice on the Liquidity Facility Agent indicating that the Liquidity Facility Provider has been re-rated with the Minimum Long-Term Rating or that a guarantor with the Minimum Long Term Rating has agreed to guarantee the obligations of such Affected Liquidity Facility Provider in accordance with the Amended and Restated Liquidity Facility Agreement; or (D) if all Ratings Agencies then rating the Bonds or any Tranche of Bonds confirm to the Security Trustee that such repayment would not lead to the ratings ascribed to any Tranche of Bonds being downgraded below the then current ratings of such Tranche of Bonds.

If the Standby Drawing results from a Liquidity Facility Provider not agreeing to renew its commitment, the LF Borrower shall repay the Standby Drawing if: (A) the LF Borrower enters into a replacement liquidity facility on terms acceptable to the Security Trustee, the Bond Trustee and the Rating Agencies; (B) the LF Borrower serves a notice of cancellation to the affected Liquidity Facility Provider; (C) a Successor Liquidity Facility Provider accedes to the Amended and Restated Liquidity Facility Agreement pursuant to the terms of the

Amended and Restated Liquidity Facility Agreement with a Commitment in an amount equal to such Standby Drawing; or (D) all the Rating Agencies then rating the Bonds or any Tranche of Bonds confirm to the Security Trustee that such repayment would not lead to the ratings ascribed to any Tranche of Bonds being downgraded below the then current ratings of such Tranche of Bonds.

The Amended and Restated Liquidity Facility Agreement and all non-contractual obligations arising out of or in connection with it are governed by English law.

BORROWER HEDGING AGREEMENTS

Members of the Security Group (including the Issuer) may enter into various interest rate, inflation-linked and currency swap transactions with the Borrower Hedge Counterparties in conformity with the Hedging Policy (see “*Summary Of the Common Documents – Common Terms Agreement – Hedging Policy*”).

SUMMARY OF THE ISSUER TRANSACTION DOCUMENTS

The following is a summary of certain provisions of the Issuer Transaction Documents relating to the Programme. For so long as the Programme remains in effect or any Bonds shall be outstanding, copies of certain documents as set out “*General Information – Documents Available*” are available at <http://www.elenia.fi/en/investors>.

BOND TRUST DEED

General

On 10 December 2013, the Issuer, Elenia Networks, Elenia Heat, Elenia Holdings S.à r.l., Elenia Finance (SPPS), LNI B.V. and the Bond Trustee entered into the Bond Trust Deed pursuant to which the Bonds are or will be constituted. Elenia Services acceded as an Obligor, Guarantor and a member of the Security Group to the Bond Trust Deed on 27 February 2015 by way of a supplemental trust deed to the Bond Trust Deed. The Bond Trust Deed was further supplemented by way of a second supplemental deed to the Bond Trust Deed dated 4 March 2016. The Bond Trust Deed was amended and restated on or around 21 January 2020, and following the Corporate Reorganisation, the Issuer and the Guarantors have entered into a further amended and restated Bond Trust Deed dated 4 October 2021. The Bond Trust Deed includes the form of the Bonds and contains a covenant from the Issuer (or, in the case of a failure to pay by the Issuer, the Guarantors) to the Bond Trustee to pay all amounts due under the Bonds. The Bond Trustee holds the benefit of that covenant on trust for itself, the Bondholders, the Receiptholders and the Couponholders in accordance with their respective interests under the Bond Trust Deed.

Covenants

Under the Bond Trust Deed, the Issuer makes certain covenants in addition to those set out in the CTA, including the following:

- (a) the Issuer shall if, before an Interest Payment Date for any Bond, it becomes subject generally to the taxing jurisdiction of any territory or any political sub division thereof or any authority therein or thereof having power to tax other than or in addition to Finland, immediately upon becoming aware thereof, notify the Bond Trustee of such event and (unless such Bond Trustee agrees otherwise) enter forthwith into a deed supplemental to the relevant bond trust deed with the substitution for (or, as the case may be, the addition to) the references therein to Finland of references to that other or additional territory to whose taxing jurisdiction, or that of a political subdivision thereof or an authority therein or thereof, to which the Issuer becomes subject as aforesaid;
- (b) the Issuer shall, within the time-period specified in the Conditions prior to the redemption or repayment date in respect of any Bond, give to the Bond Trustee notice in writing of the amount of such redemption or repayment pursuant to the Conditions; and
- (c) the Issuer shall notify the Bond Trustee of any material amendment to the Dealership Agreement.

Enforcement

Notwithstanding the provisions of any other Finance Document, the Security shall only become enforceable upon the delivery of an Acceleration Notice in accordance with the STID. Only the Bond Trustee may enforce the provisions of the Bonds and the Bond Trust Deed and no Bondholder, Receiptholder or Couponholder shall be entitled to proceed directly against the Issuer or any Guarantor unless the Bond Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.

Waiver of an Event of Default

The Bond Trustee may, without the consent or sanction of the Bondholders, the Receiptholders, the Couponholders or any other Secured Creditor at any time (but only if and so far as in its opinion the interests of the Bondholders shall not be materially prejudiced thereby) determine that any event which would otherwise constitute an Event of Default or Potential Event of Default shall not be treated as such for the purposes of the Bond Trust Deed provided that, in relation to a matter involving an Entrenched Right the provisions of the STID are complied with, or where any Bondholders are affected Secured Creditors, they have sanctioned such waiver in accordance with the Bond Trust Deed and provided further that the Bond Trustee shall not exercise such

powers in contravention of any express direction given by Extraordinary Resolution of the Bondholders or of a request in writing made by holders of not less than 25 per cent. in aggregate of the principal amount of the Bonds then outstanding, but no such direction or request shall affect any waiver or authorisation previously given or made or so as to authorise or waive any such proposed breach or breach relating to any Basic Terms Modification.

Modification

The Bond Trustee may without the consent or sanction of the Bondholders, the Receiptholders, the Couponholders and the other Secured Creditors (other than any Secured Creditor which is party to the relevant documents), at any time and from time to time, concur with the Issuer, any Guarantor and any other person, or direct the Security Trustee to concur with the Issuer, any Guarantor or any other person, in making any modification to:

- (a) the Bond Trust Deed, the Conditions, the Bonds, the Receipts, the Coupons and/or the other Finance Documents (other than a Basic Terms Modification or any modification to the Dealership Agreement or any Subscription Agreement) (subject as provided in the STID in relation to any Common Documents) or other document to which it is party or in respect of which it holds security, provided that the Bond Trustee is of the opinion that such modification will not be materially prejudicial to the interests of the Bondholders and provided further that if any such modification relates to an Entrenched Right, each of the affected Secured Creditors has given its prior written consent or, where any Bondholders are affected Secured Creditors, the holders of each Tranche of Bonds affected thereby have sanctioned such modification in accordance with the Bond Trust Deed; or
- (b) the Bond Trust Deed, the Conditions, the Bonds, the Receipts, the Coupons or the other Finance Documents (subject as provided in the STID in relation to any Common Documents or Authorised Credit Facility) or other documents to which it is a party or in respect of which it holds security which is, in the opinion of the Bond Trustee, of a formal, minor or technical nature, to correct a manifest error.

If, following the Establishment Date, the Issuer proposes to appoint an additional rating agency (the “**Additional Rating Agency**”) to assign a credit rating to the Bonds, the Bond Trustee shall, without the consent or sanction of the Bondholders, the Receiptholders, the Couponholders or any Secured Creditor (other than any Secured Creditor which is party to the relevant documents) and without liability therefor, agree to and make (and instruct the Security Trustee on behalf of the Bondholders to agree to and make) any modification proposed by the Issuer to the Bond Trust Deed, the Conditions, the Bonds, the Receipts, the Coupons and/or the other Finance Documents which the Issuer certifies to the Bond Trustee is necessary or desirable in order to give effect to the appointment of the Additional Rating Agency and the assignment of its initial credit rating to the Bonds, provided that S&P provides a rating confirmation that the then current rating of the Bonds will not be adversely affected by the proposed modifications.

The Bond Trustee shall, without the consent or sanction of any of the Bondholders and/or Couponholders of any class and (subject as provided below) any other Secured Creditor, concur with the Issuer, and/or direct the Security Trustee to concur with the Issuer, in making any modification to the Bonds and/or Coupons, the Conditions, these presents, the Security Documents and/or the other Finance Documents or giving its consent to any event, matter or thing that is requested by the Issuer in writing in order to comply with any criteria of the Rating Agencies which may be published after the Initial Issue Date and which modification(s) or consent(s) the Issuer certifies to the Bond Trustee and/or the Security Trustee (as applicable) in writing are required to avoid a downgrade, withdrawal or suspension of the then current ratings assigned by a Rating Agency to the Bonds provided that the provision of the STID relating to such modifications thereto shall apply.

The Bond Trustee shall, without the consent of any of the Bondholders or any other Secured Creditor, concur with the Issuer, and/or direct the Security Trustee to concur with the Issuer in making any modifications to the Transaction Documents and/or the Conditions that are requested by the Issuer in order to enable the Issuer and/or the Obligors solely to comply with certain legal requirements which apply to it under Regulation (EU) 648/2012 (the “**European Market Infrastructures Regulation**” or “**EMIR**”), subject to receipt by the Bond Trustee of a certificate of the Issuer certifying to the Bond Trustee and the Security Trustee that the requested amendments are to be made solely for the purpose of enabling the Issuer and/or the Obligors to comply with its reporting and portfolio reconciliation and dispute resolution legal requirements under EMIR.

The Bond Trustee and the Security Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Bond Trustee or the Security Trustee, as applicable, would have the effect of (a) exposing the Bond Trustee or the Security Trustee, as applicable, to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction, or (b) increasing the obligations or duties, or decreasing the protections, of the Bond Trustee or the Security Trustee, as applicable, in the Transaction Documents and/or the Conditions.

The Bond Trust Deed provides that in connection with the exercise by it of any of its trusts, powers, authorities or discretions under the Bond Trust Deed (including, without limitation, any modification, waiver, authorisation, determination or substitution) or any other Finance Document the Bond Trustee shall have regard to the general interests of the Bondholders.

The Bond Trustee will be authorised by each Bondholder to execute and deliver on its behalf all documentation required to implement, or direct the Security Trustee to implement, any modifications, waivers or consents which have been granted by the Bond Trustee in respect of the Bond Trust Deed, the Conditions, the Bonds, the Receipts, the Coupons and/or any other Finance Document (other than a Basic Terms Modification, but subject as provided in the STID in relation to any Common Document) or other document to which it is a party or in respect of which the Security Trustee holds security and such execution and delivery shall bind each Bondholder as if such documentation had been duly executed by it.

Action, Proceedings and Indemnification

The Bond Trustee shall not be bound to take, or to give any direction to the Security Trustee to take, any actions, proceedings or steps in relation to the Bond Trust Deed, the Bonds, the Receipts, the Coupons, the STID or any other Finance Document unless (subject always to the terms of the STID) directed or requested to do so in writing by Bondholders together holding or representing 25 per cent. or more of the Principal Amount Outstanding of the Bonds or by an Extraordinary Resolution of the Bondholders of one or more Tranches, and then only if it shall be indemnified and/or secured and/or prefunded to its satisfaction against any liabilities relating to such actions.

Only the Bond Trustee may enforce the provisions of the Bond Trust Deed or the other Finance Documents to which it is party on behalf of the Bondholders.

Provisions for Voting

In respect of any STID Proposal other than an Entrenched Right STID Proposal (defined below) the following provisions apply.

Each Bondholder may only vote on such STID Proposal by way of Block Voting Instruction or by way of Electronic Consent and each Bondholder shall have one vote in respect of each €1 (or its equivalent expressed in Euro on the basis of the Exchange Rate) of Outstanding Principal Amount of Bonds held by it.

Provided Electronic Consent is not applicable, each Bondholder must vote on or prior to the time specified in order to enable the Principal Paying Agent or, as the case may be, a Paying Agent or the Registrar to issue a Block Voting Instruction on the Voting Date, provided that if a Bondholder does not vote in sufficient time for a Block Voting Instruction to be issued in respect of its Bonds prior to the end of the Voting Period, the Votes of such Bondholder may not be counted.

In respect of such STID Proposal, the Bond Trustee shall vote as the Secured Creditor Representative of the Bondholders in respect of each Tranche of Bonds then outstanding by notifying the Security Trustee and the Issuer, in accordance with the STID, promptly following the receipt by it of such Votes, of each Vote comprised in a Block Voting Instruction received by it from a Paying Agent or the Registrar on or prior to the Voting Date (or, if earlier, the relevant Voting Closure Date).

In respect of: (a) an STID Proposal that gives rise to an Entrenched Right in respect of which the Bondholders are an Affected Secured Creditor (an “**Entrenched Right STID Proposal**”); and (b) any Voting Matter which is not a STID Proposal as described in the preceding paragraphs:

- (a) the Issuer or the Bond Trustee may at any time, and the Bond Trustee must if: (A) it receives an Entrenched Right STID Proposal; or (B) directed to do so by Bondholders representing not less than 10

per cent. of the Principal Amount Outstanding of the Bonds, request that such Voting Matter be considered by the Bondholders. The Issuer shall send a notice (a Voting Notice) to the Bondholders of each affected Tranche of Bonds, specifying the Voting Date (which shall initially be set with at least 21 clear days' notice) and Voting Matter(s) including the terms of any resolution to be proposed;

- (b) each Bondholder shall have one vote in respect of each €1 (or its equivalent expressed in Euro on the basis of the Exchange Rate) of Principal Amount Outstanding of the Bonds held or represented by it;
- (c) if Electronic Consent is not applicable, each Bondholder must vote prior to the close of business (London time) 24 hours prior to the Voting Date so that its votes can be included in a Block Voting Instruction which needs to be deposited at least 24 hours before the Voting Date;
- (d) in order for an Ordinary Resolution to be approved, one or more Bondholders representing 25 per cent. or more of the aggregate Principal Amount Outstanding of the Bonds who for the time being are entitled to receive notice of such Voting Matter need to participate in any initial Vote or where Electronic Consent is sought, the provisions in relation to Electronic Consent set out below may apply as if such resolution was an Extraordinary Resolution but with references to 75 per cent. therein deemed to be 25 per cent. for these purposes;
- (e) in order for an Extraordinary Resolution to be approved by (subject as provided below) two or more Bondholders representing 50 per cent. or more of the aggregate Principal Amount Outstanding of the Bonds, who for the time being are entitled to receive notice of such Voting Matter needed to participate in any initial Vote, except that in respect of any Voting Matter comprising any of the matters specified to be a Basic Terms Modification (which shall only be capable of being effected after having been approved by an Extraordinary Resolution) the initial quorum requirement is two or more Bondholders representing 75 per cent. or more of the aggregate Principal Amount Outstanding of the Bonds, who, for the time being are entitled to receive notice of such Voting Matter;
- (f) if the relevant quorum requirements are not satisfied on a Voting Date, then such Voting Date shall be postponed to the same day in the next week (or if such day is a public holiday, the next succeeding business day) (an “**Adjourned Voting Date**”) except where an Extraordinary Resolution is to be proposed in which case the Adjourned Voting Date shall be a day (being a business day) during the period, being not less than seven clear days nor more than 14 clear days, subsequent to such Voting Date, and approved by the Bond Trustee. On any Adjourned Voting Date, Bondholders exercising one or more Votes shall (subject as provided below) form a quorum and shall have the power to pass any Extraordinary Resolution or Ordinary Resolution and to decide upon all matters which could properly have been dealt with through the original Vote had the requisite quorum requirements been met, provided that on any Adjourned Voting Date the extraordinary quorum requirements for the consideration and approval of business comprising any of the matters specified to be a Basic Terms Modification shall be two or more Bondholders representing 25 per cent. of the aggregate Principal Amount Outstanding of the Bonds, who for the time being are entitled to receive notice of such Voting Matter; and
- (g) notice of any Adjourned Voting Date at which an Extraordinary Resolution is to be voted upon shall be given in the same manner as a Voting Notice but the minimum notice period is only five clear days as opposed to 21 clear days. Subject as aforesaid it shall not be necessary to give any notice of an Adjourned Voting Date.

Subject to all other provisions of the Bond Trust Deed, the Bond Trustee may, without the consent of the Issuer, the Guarantors or the Bondholders, prescribe such further regulations regarding voting by the Bondholders in respect of such Voting Matters (but, not for the avoidance of doubt, in respect of any STID Proposal other than an Entrenched Right STID Proposal) as the Bond Trustee may in its sole discretion think fit, including the calling of one or more meetings of Bondholders (or any Tranche thereof) in order to approve any resolution to be put to the Bondholders (or any Tranche thereof) where the Bond Trustee, in its sole discretion, considers it to be appropriate to hold a meeting.

For so long as the Bonds are in the form of a Global Bond held on behalf of one or more of Euroclear, Clearstream, Luxembourg or another clearing system, then, in respect of an Extraordinary Resolution proposed by the Issuer or the Bond Trustee, where the terms of the proposed resolution have been notified to the

Bondholders through the relevant clearing system(s), each of the Issuer and the Bond Trustee shall be entitled to rely upon approval of such resolution (in a form satisfactory to the Bond Trustee) proposed by the Issuer or the Bond Trustee (as the case may be) given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the holders representing 75 per cent. or more of the aggregate Principal Amount Outstanding of the Bonds (“**Electronic Consent**”). Neither the Issuer nor the Bond Trustee shall be liable or responsible to anyone for such reliance. An Electronic Consent shall take effect as an Extraordinary Resolution. An Electronic Consent will be binding on all Bondholders and holders of Coupons, Talons and Receipts, whether or not they participated in such Electronic Consent. Where Electronic Consent is not being sought, an Extraordinary Resolution shall be passed in accordance with the other terms of the definition of Extraordinary Resolution and the Bond Trust Deed.

AGENCY AGREEMENT

Pursuant to the Agency Agreement entered into on or around 21 January 2020 between the Issuer, the Guarantors, the Bond Trustee, the Registrar, the Principal Paying Agent, the Transfer Agent, the Exchange Agent and the Agent Bank, provision has been made for, among other things, payment of principal and interest in respect of the Bonds and the maintenance of a register of the holders of the Bonds.

CP AGREEMENT

The conditions precedent to, among other things, the initial signing of the CTA and the Initial Issue Date were set out in a conditions precedent agreement dated 16 December 2013 (the “**CP Agreement**”) and entered into between, among others, the Bond Trustee, the Security Trustee, Elenia Finance Oyj, Elenia Oy, Elenia Holdings S.à r.l, Lakeside Network Investments Holding B.V., Elenia Lämpö Oy, Elenia Finance (SPPS) S.à r.l. Further to the Corporate Reorganisation, Elenia Verkko Oyj assumed the rights and obligations of the entities that performed such functions at the time, including as the Security Group Agent, the Issuer, the PP Note Issuer and the Cash Manager under the CP Agreement by operation of law.

CASH MANAGEMENT AGREEMENT

General

Elenia Oy and Elenia Lämpö (the obligors at the time) appointed Elenia Finance Oyj (the issuer at the time) as the Cash Manager pursuant to the Cash Management Agreement dated 10 December 2013. Pursuant to the Cash Management Agreement, the Cash Manager undertakes certain cash administration functions on behalf of the Obligors. On 23 December 2014, Elenia Oy acceded as an Obligor to the Cash Management Agreement. Further to the Corporate Reorganisation, Elenia Verkko Oyj assumed the rights and obligations of the entities that performed such functions at the time, including as the Security Group Agent, the Issuer, the PP Note Issuer and the Cash Manager under the Cash Management Agreement by operation of law. On 30 December 2019, Elenia Holdings, Elenia Investments and Elenia Verkko Oyj acceded as Obligors to the Cash Management Agreement. On 28 September 2021, Elenia Verkko Oyj delegated the performance of all of its powers and obligations as Cash Manager pursuant to the Cash Management Agreement to Elenia Oy.

Cash Management Functions

As part of its duties under the Cash Management Agreement, the Cash Manager will, *inter alia*: (a) operate the relevant Obligor Accounts and effect payments to and from the relevant Obligor Accounts in accordance with the provisions of the relevant Finance Documents provided that such moneys are at the relevant time available to it; (b) invest funds not immediately required by the relevant Obligor in Cash Equivalent Investments in accordance with the provisions of the Cash Management Agreement; (c) make determinations and perform certain obligations on behalf of the relevant Obligor as set out in, and in accordance with, the provisions of the Liquidity Facility Agreement including directing the relevant Obligor to make drawings (or making drawings on behalf of the relevant Obligor) under the Liquidity Facility Agreement; and (d) carry out treasury management functions including the arrangement of Treasury Transactions in line with the Hedging Policy.

Liquidity Facility

Allowing sufficient time to deliver any relevant LF Notice of Drawing, the Cash Manager shall determine the amount of any anticipated Issuer Liquidity Shortfall on the next Payment Date after taking into account the

balance standing to the credit of the Obligor Accounts (excluding any Liquidity Standby Accounts) which will be available to Elenia Verkko Oyj on the next Payment Date. Any amounts standing to the credit of the relevant Debt Service Reserve Account (if any) will be applied to decrease the amount which would otherwise constitute an Issuer Liquidity Shortfall by applying such amount towards payment of items (i) to (vi) (inclusive) of the Pre-Enforcement Priority of Payments (excluding such items which are otherwise excluded from the calculation of the Issuer Liquidity Shortfall). Elenia Verkko Oyj (as Issuer or as the Cash Manager on its behalf), will issue a notice of drawing to the Liquidity Facility Agent under the Liquidity Facility Agreement to cover any such liquidity shortfall.

Pre-Enforcement Priority of Payments

Prior to the delivery of an Acceleration Notice by the Security Trustee in accordance with the STID, amounts standing to the credit of the Obligor Accounts (subject to certain exceptions) will be applied by the Cash Manager (on behalf of the Obligors) in accordance with the pre-enforcement priority of payments waterfall as described in more detail in “*Cash flows – Pre-Enforcement Priority of Payments*”.

Termination

The Security Group Agent may terminate the appointment of the Cash Manager at any time with at least 30 days’ prior notice. The appointment of the Cash Manager shall terminate forthwith: (a) if default is made by the Cash Manager in the performance or observance of any of its material covenants and material obligations under the Cash Management Agreement subject to the applicable grace period; (b) if any Insolvency Event occurs in relation to the Cash Manager; or (c) an Acceleration Notice is delivered, and the Security Group Agent (with prior written consent of the Security Trustee) or the Security Trustee itself shall appoint a Successor Cash Manager in its place, but without prejudice to any of the then existing rights and liabilities of the parties to the Cash Management Agreement.

Subject to certain conditions (including that a suitable successor Cash Manager has been installed), the Cash Manager is entitled to resign upon giving 30 days’ written notice of termination to the Obligors and the Security Trustee.

ISSUER HEDGING AGREEMENTS

The Issuer may enter into various interest rate, inflation-linked and currency swap transactions with the Issuer Hedge Counterparties in conformity with the Hedging Policy (see “*Summary Of the Common Documents – Common Terms Agreement – Hedging Policy*”).

CASH FLOWS

The following sets out the various priorities of payment as included in the respective Finance Documents or Issuer Transaction Documents, as more fully summarised in “Summary Of the Common Documents”, “Summary of the Finance Documents”, “Summary of the Credit and Liquidity Support Documents” and “Summary of the Issuer Transaction Documents” above.

Pre-Enforcement Priority of Payments

Prior to the delivery of an Acceleration Notice, payments to Secured Creditors will be made on each Payment Date (or in the case of subparagraphs (i) and (a)(ii) below, on any day on which such amounts are due and payable) out of monies standing to the credit of the Operating Account held by Elenia Verkko Oyj (with such account to be considered as one for the purposes of the payment priorities only) in the following order, without double counting (the “**Pre-Enforcement Priority of Payments**”):

- (a) first, *pro rata* and *pari passu*, according to the respective amounts thereof in or towards satisfaction of the fees, costs, charges, liabilities, expenses and other remuneration and indemnity payments (if any) and any other amounts payable by any Obligor to:
 - (i) the Security Trustee or any Receiver under any Finance Document; and
 - (ii) the Bond Trustee under any Finance Document;
- (b) secondly, *pro rata* and *pari passu*, according to the respective amounts thereof in or towards satisfaction of the fees, costs, charges, liabilities, expenses and other remuneration and indemnity payments (if any) and any other amounts payable by any Obligor to:
 - (i) an Account Bank under any Account Bank Agreement;
 - (ii) the Agents under the Agency Agreement or a Calculation Agency Agreement;
 - (iii) the Issuer Corporate Services Provider under the Issuer Corporate Services Agreement; and
 - (iv) the Standstill Cash Manager;
- (c) thirdly, *pro rata* and *pari passu*, according to the respective amounts thereof:
 - (i) all amounts due by an Obligor to any Liquidity Facility Provider and any Liquidity Facility Agent and arranger under any Liquidity Facility Agreement, in each case other than in respect of any Subordinated Liquidity Payments; and
 - (ii) the fees, other remuneration, indemnity payments, costs, charges and expenses of each Facility Agent under each Authorised Credit Facility;
- (d) fourthly, *pro rata* and *pari passu*, according to the respective amounts thereof:
 - (i) scheduled payments, termination payments and accretion or other pay as you go payments to each Borrower Hedge Counterparty under any Super Senior Borrower Hedging Agreement between Elenia Verkko Oyj and a Borrower Hedge Counterparty (other than amounts in respect of Borrower Subordinated Hedge Amounts);
 - (ii) scheduled payments, termination payments and accretion or other pay as you go payments to each Issuer Hedge Counterparty under any Super Senior Issuer Hedging Agreement between the Issuer and an Issuer Hedge Counterparty (other than in respect of Issuer Subordinated Hedge Amounts);
- (e) fifthly, *pro rata* and *pari passu*, according to the respective amounts thereof, in or towards satisfaction of:
 - (i) accrued but unpaid interest, underwriting and commitment commissions payable under the Authorised Credit Facilities (other than the Hedging Agreements and the Liquidity Facility);

- (ii) other unscheduled amounts which are payable to each Borrower Hedge Counterparty under any Super Senior Borrower Hedging Agreement between Elenia Verkko Oyj and a Borrower Hedge Counterparty (other than amounts payable in accordance with the foregoing provisions including any termination amounts or in respect of Borrower Subordinated Hedge Amounts);
 - (iii) other unscheduled amounts payable by the Issuer to each Issuer Hedge Counterparty under any Super Senior Issuer Hedging Agreement between the Issuer and an Issuer Hedge Counterparty (other than amounts payable in accordance with the foregoing provisions including any termination amounts or in respect of Issuer Subordinated Hedge Amounts);
 - (iv) all scheduled amounts (other than principal exchange amounts, termination payments, final payments on cross-currency swaps, accretion and other pay as you go payments) payable to each Borrower Hedge Counterparty under any Pari Passu Borrower Hedging Agreement (other than amounts in respect of Borrower Subordinated Hedge Amounts); and
 - (v) all scheduled amounts (other than principal exchange amounts, termination payments, final payments on cross-currency swaps, accretion and other pay as you go payments) payable to each Issuer Hedge Counterparty under any Pari Passu Issuer Hedging Agreement (other than in respect of Issuer Subordinated Hedge Amounts);
- (f) sixthly, *pro rata* and *pari passu*, according to the respective amounts thereof in or towards satisfaction of:
- (i) principal outstanding which is due and payable under the Authorised Credit Facilities (other than the Hedging Agreements and the Liquidity Facility);
 - (ii) all scheduled principal exchange amounts, termination payments, final payments on cross-currency swaps, accretion and other pay as you go payments or other unscheduled sums due and payable by Elenia Verkko Oyj to each Borrower Hedge Counterparty under any Pari Passu Borrower Hedging Agreement (other than Borrower Subordinated Hedge Amounts); and
 - (iii) all scheduled principal exchange amounts, termination payments, final payments on cross-currency swaps, accretion and other pay as you go payments or other unscheduled sums payable by the Issuer to each Issuer Hedge Counterparty under any Pari Passu Issuer Hedging Agreement (other than in respect of Issuer Subordinated Hedge Amounts);
- (g) seventhly, in or towards satisfaction of amounts in respect of any Make-Whole Amount due and payable on the Bonds (if any) or the PP Notes (if any);
- (h) eighthly, *pro rata* and *pari passu* towards Subordinated Liquidity Payments due under the Liquidity Facility Agreement; and
- (i) ninthly, *pro rata* and *pari passu*, according to the respective amounts thereof:
- (i) any Issuer Subordinated Hedge Amounts due or overdue by the Issuer to an Issuer Hedge Counterparty; and
 - (ii) any Borrower Subordinated Hedge Amounts due or overdue to a Borrower Hedge Counterparty.

Post-Enforcement Priority of Payments

Pursuant to Clause 23.4 (Post-Enforcement Priority of Payments) of the STID, all Available Enforcement Proceeds (other than any Defeasance Amounts, which shall be applied in repayment of the Authorised Credit Facility to which a Defeasance Account in question relates) shall, following the delivery of an Acceleration Notice by the Security Trustee, be applied (to the extent that it is lawfully able to do so) by or on behalf of the Security Trustee (or, as the case may be, any Receiver), in accordance with the following **Post-Enforcement**

Priority of Payments (including in each case any amount of or in respect of VAT) as set out below, without double counting:

- (a) first, *pro rata* and *pari passu*, according to the respective amounts thereof in or towards satisfaction of the fees, costs, charges, liabilities, expenses and other remuneration and indemnity payments (if any) and any other amounts payable by any Obligor to:
 - (i) the Security Trustee or any Receiver under any Finance Document; and
 - (ii) the Bond Trustee under any Finance Document;
- (b) secondly, *pro rata* and *pari passu*, according to the respective amounts thereof in or towards satisfaction of the fees, costs, charges, liabilities, expenses and other remuneration and indemnity payments (if any) and any other amounts payable by any Obligor to:
 - (i) the Account Bank under the Account Bank Agreement;
 - (ii) the Agents under the Agency Agreement or a Calculation Agency Agreement;
 - (iii) the Issuer Corporate Services Provider under the Issuer Corporate Services Agreement; and
 - (iv) the Standstill Cash Manager;
- (c) thirdly, *pro rata* and *pari passu*, according to the respective amounts thereof:
 - (i) all amounts due by an Obligor to any Liquidity Facility Provider and any Liquidity Facility Agent and arranger under any Liquidity Facility Agreement, in each case other than in respect of any Subordinated Liquidity Payments; and
 - (ii) the fees, other remuneration, indemnity payments, costs, charges and expenses of each Facility Agent under each Authorised Credit Facility;
- (d) fourthly, *pro rata* and *pari passu*, according to the respective amounts thereof:
 - (i) all scheduled amounts, termination payments and accretion or other pay as you go payments payable to each Borrower Hedge Counterparty under any Super Senior Borrower Hedging Agreement between Elenia Verkko Oyj and a Borrower Hedge Counterparty (other than amounts in respect of Borrower Subordinated Hedge Amounts); and
 - (ii) all scheduled amounts, termination payments and accretion or other pay as you go payments payable by the Issuer to each Issuer Hedge Counterparty under any Super Senior Issuer Hedging Agreement between the Issuer and an Issuer Hedge Counterparty (other than in respect of Issuer Subordinated Hedge Amounts);
- (e) fifthly, *pro rata* and *pari passu*, according to the respective amounts thereof, in or towards satisfaction of:
 - (i) all amounts of interest, underwriting and commitment commissions payable under any other Authorised Credit Facility;
 - (ii) other unscheduled amounts which are payable to each Borrower Hedge Counterparty under any Super Senior Borrower Hedging Agreement between Elenia Verkko Oyj and a Borrower Hedge Counterparty (other than amounts payable in accordance with the foregoing provisions including any termination amounts or in respect of Borrower Subordinated Hedge Amounts);
 - (iii) other unscheduled amounts payable by the Issuer to each Issuer Hedge Counterparty under any Super Senior Issuer Hedging Agreement between the Issuer and an Issuer Hedge Counterparty (other than amounts payable in accordance with the foregoing provisions including any termination amounts or in respect of Issuer Subordinated Hedge Amounts);
 - (iv) all scheduled amounts (other than principal exchange amounts, termination payments, final payments on cross-currency swaps, accretion and other pay as you go payments) payable to

each Borrower Hedge Counterparty under any Pari Passu Borrower Hedging Agreement (other than amounts payable in accordance with the foregoing provisions or in respect of Borrower Subordinated Hedge Amounts); and

- (v) all scheduled amounts (other than principal exchange amounts, termination payments, final payments on cross-currency swaps, accretion and other pay as you go payments) payable to each Issuer Hedge Counterparty under any Pari Passu Issuer Hedging Agreement (other than amounts payable in accordance with the foregoing provisions or in respect of Issuer Subordinated Hedge Amounts);
- (f) sixthly, *pro rata* and *pari passu*, according to the respective amounts thereof, in each case without double counting, in or towards satisfaction of:
 - (i) all amounts of principal due or overdue in respect of Secured Debt outstanding under any other Authorised Credit Facility;
 - (ii) all scheduled principal exchange amounts, termination payments, final payments on cross-currency swaps, accretion and other pay as you go payments or other unscheduled sums due and payable by Elenia Verkko Oyj to each Borrower Hedge Counterparty under any Pari Passu Borrower Hedging Agreement (other than Borrower Subordinated Hedge Amounts); and
 - (iii) all scheduled principal exchange amounts, termination payments, final payments on cross-currency swaps, accretion and other pay as you go payments or other unscheduled sums payable by the Issuer to each Issuer Hedge Counterparty under any Pari Passu Issuer Hedging Agreement (other than in respect of Issuer Subordinated Hedge Amounts);
- (g) seventhly, in or towards satisfaction of amounts in respect of any Make-Whole Amount due and payable on the Bonds (if any) or the PP Notes (if any);
- (h) eighthly, *pro rata* and *pari passu* towards Subordinated Liquidity Payments due under any Liquidity Facility Agreement;
- (i) ninthly, *pro rata* and *pari passu*, according to the respective amounts thereof:
 - (i) any Issuer Subordinated Hedge Amounts due or overdue by the Issuer to an Issuer Hedge Counterparty; and
 - (ii) any Borrower Subordinated Hedge Amounts due or overdue to a Borrower Hedge Counterparty; and
- (j) tenthly, any surplus (if any) shall be available to each Obligor entitled thereto to deal with as it sees fit.

THE ISSUER

Elenia Verkko Oyj (“**Elenia Verkko**” or the “**Issuer**”) is incorporated under the laws of Finland and registered as a public limited liability company (oyj) under the Finnish Companies Act with number 3001882-6. Elenia Verkko was registered on 24 May 2019 as Elenia Newco Oyj with a registered office at Patamäenkatu 7, FI-33900 Tampere, Finland and telephone number +358 20586 11. The Issuer was renamed Elenia Verkko Oyj as part of the Corporate Reorganisation in which Elenia Finance S.à. r.l., Elenia Finance Oyj, the then-existing Elenia Oy, the then-existing Elenia Holdings S.à. r.l. and Lakeside Network Investments Holding B.V. ceased to exist as a result of a series of mergers from which Elenia Verkko was the final surviving entity. The constitutional documents of Elenia Verkko may be inspected at the registered office of Elenia Verkko.

Directors

The Board of the Issuer consists of the senior management team of Elenia Group and an independent director. It is a term of the Finance Documents that at least one independent director is appointed to the Board of Directors of the Issuer (currently Anne-Marie Malmberg). The directors of Elenia Verkko and their principal activities (except the independent director) are set out under “*Business of Elenia – Corporate Governance*”.

None of the directors of Elenia Verkko has any actual or potential conflict between its duties to the company and its private interests or other duties.

Principal Activities

Elenia Verkko was established as a public limited company and it is the principal operating company of the Elenia Group. As at the date of this Base Prospectus, the principal activities Elenia Verkko’s are those which are set out in Elenia Verkko’s corporate object clause, provided in Article 2 of the Elenia Verkko’s articles, which is as follows:

“The line of business of the company is the transmission and distribution of electricity, the installation and sale of electrical accessories and equipment, as well as other business activities related to electricity grids. In addition, the company may provide to its group companies services relating to treasury, cash management and financing arrangements.”

Management and Control

Elenia Verkko is managed and controlled in Finland.

Share Capital

Elenia Verkko is a wholly owned subsidiary of Elenia Oy and its issued share capital, as at the date of this Base Prospectus, is €80,000 divided into 90 shares. The share capital of Elenia Verkko is fully paid as at the date of this Base Prospectus.

Auditors

The auditors of Elenia Verkko are Ernst & Young Oy with a registered office at Alvar Aallon katu 5 C, FI-00100 Helsinki, Finland.

Ernst & Young Oy is an authorised public accountant registered in the register of auditors maintained by the Finnish Patent and Registration Office. Ernst & Young Oy has audited the Elenia Verkko’s accounts, without qualification, in accordance with generally accepted auditing standards in Finland for each of the financial periods ended on 31 December 2019, 31 December 2020 and 31 December 2021.

ELENIA OY

Elenia Oy is incorporated under the laws of Finland and registered in Finland as a private limited liability company with number 2658611-8. Prior to the Corporate Reorganisation, the company was formerly known as Elenia Palvelut Oy and was registered on 10 December 2014. Elenia Oy's registered office is at Patamäenkatu 7, FI-33900 Tampere, Finland and its telephone number is +358 20586 11. The constitutional documents of Elenia Oy may be inspected at the registered office of Elenia Oy.

Directors

The Directors of Elenia Oy and their principal activities are set out under “*Business of Elenia – Corporate Governance*”.

None of the directors of Elenia Oy or any member of the Executive Management of Elenia Group has any actual or potential conflict between its duties to the company and its private interests or other duties.

Principal Activities

Elenia Oy engages in the customer service business, procurement, construction and project management business and it builds and operates a passive fibre-to-the-home network. Elenia Oy has installed passive fiber optic cable infrastructure primarily in connection with the construction of Elenia's weatherproof underground electricity cables. Elenia Oy is the owner of such infrastructure and, as part of its business, leases it to third party operators. Elenia Oy also offers energy and utility business related customer services to other third parties.

Management and Control

Elenia Oy is managed and controlled in Finland.

Share Capital

Elenia Oy is a wholly owned subsidiary of Elenia Investments and its issued share capital, as at the date of this Base Prospectus, is €2,500, divided into 250 shares. The share capital of Elenia Oy is fully paid as at the date of this Base Prospectus.

Auditors

The auditors of Elenia Oy are Ernst & Young Oy with a registered office at Alvar Aallon katu 5 C, FI-00100 Helsinki, Finland.

Ernst & Young Oy is an authorised public accountant registered in the register of auditors maintained by the Finnish Patent and Registration Office. Ernst & Young Oy has audited Elenia Oy's accounts, without qualification, in accordance with the generally accepted auditing standards in Finland for each of the financial periods ended on 31 December 2019, 31 December 2020 and 31 December 2021.

ELENIA HOLDINGS S.À R.L.

Elenia Holdings S.à r.l. (“**Elenia Holdings**”) is a private limited liability company (*société à responsabilité limitée*) incorporated in the Grand Duchy of Luxembourg with unlimited duration on 23 November 2011 and registered with the Luxembourg trade and companies register under number B 164.949. The company was formerly known as Lakeside Network Investments S.à r.l. and was renamed as part of the Corporate Reorganisation.

The articles of incorporation of Elenia Holdings (the “**Elenia Holdings Articles**”) have been published in the *Mémorial, Recueil des Sociétés et Associations* on 1 December 2011.

The registered office of Elenia Holdings is at 20, Boulevard Royal, L-2449 Luxembourg.

The subscribed share capital of Elenia Holdings is EUR 25,000 divided into (A) 1,250,000 ordinary shares, and (B) (i) 139,000 shares of Class A, (ii) 139,000 shares of Class B, (iii) 139,000 shares of Class C, (iv) 139,000 shares of Class D, (v) 139,000 shares of Class E, (vi) 139,000 shares of Class F, (vii) 139,000 shares of Class G, (viii) 139,000 shares of Class H and 138,000 shares of Class I, each with a par value of €0.01 each (the **Elenia Holdings Shares**), all of which are fully paid. All the issued Elenia Holdings Shares are held by Elenia Group Oy.

Principal Activities of Elenia Holdings

The principal activities of Elenia Holdings are those which are set out in Lakeside Network Investments’ corporate object clause, provided in Article 3 of the Elenia Holdings Articles, which is as follows:

“3.1 The object of the Company is (i) the holding of participations, whether direct or indirect through directly or indirectly owned subsidiaries, in any form whatsoever, in Luxembourg and foreign companies, the acquisition by purchase, subscription, or in any other manner as well as the transfer by sale, exchange or otherwise, of stocks, bonds, debentures, notes, and other securities of any kind, equity or debt instruments (convertible or not) of any kind (including but not limited to synthetic securities), and (ii) the ownership, administration, development and management of its portfolio. The Company may also hold interests in partnerships.

3.2 The Company may borrow in any form and proceed to the issue of bonds, debentures as well as any other type of equity or debt instruments (convertible or not, preferential or not, redeemable or not).

3.3 It may grant, directly or indirectly, assistance to affiliated or group companies (including but not limited to the granting of any type of loan), take any controlling and/or supervisory measures and carry out any operation, which it may deem useful in the accomplishment and development of its purposes.

3.4 In particular the Company may enter into any guarantee, pledge or any other form of security, whether by personal covenant or by mortgage or charge upon all or part of the property assets (present or future) of the undertaking or by all or any of such methods, for the performance of any contracts or obligations of the Company and of any of its affiliated or group companies, or any director, manager or other agent of the Company or any of its affiliated or group companies, within the limits of any applicable law provision.

3.5 The Company may enter into any kind of credit derivative agreements, including but not limited to any type of swap agreements such as swap agreement under which the Company may provide credit protection to swap counterparty, any interest and/or currency exchange agreements and other financial derivative agreements.

3.6 The Company may further carry out any commercial, industrial or financial operations, as well as any transactions on real estate or on movable property. In addition, the Company may act as general partner of any of its subsidiaries and take all necessary or useful actions on their behalf if so required by the law applicable to such subsidiaries.”

Elenia Holdings does not own or operate any of the operating assets of the group. Consequently, the ability of Elenia Holdings to meet its financial obligations is dependent on the receipt of dividends from Elenia

Investments or the subscription by the Issuer for additional shares in or informal capital contribution to Elenia Holdings

Directors and Company Secretary

The directors of Elenia Holdings and their respective business addresses and principal activities are set out below.

Name	Business Address	Principal Activities
Gabriele Duesberg (Class A manager)	Ropemaker Place, 28 Ropemaker Street, EC2Y 9HD, London, the UK	Managing Director, MAM
Sergii Tarnakin (Class A manager)	199 Bishopsgate, EC4Y 0DZ, London, the UK	Director, ACP
Rosa Villalobos (Class B manager)	20, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg	Managing Director, MAM
Pascal Geiter (Class B manager)	6A, Route de Trèves, 2633 Senningerberg, Grand Duchy of Luxembourg	Vice President, ACP
Ingrid Moinet (Class B manager)	15, Boulevard F.W. Raiffeisen, L-2411, Grand Duchy of Luxembourg	Director, Alter Domus

No corporate governance regime to which Elenia Holdings would be subject exists in Luxembourg as at the date of this Base Prospectus.

None of the managers of Elenia Holdings has any actual or potential conflict between its duties to the company and its private interests or other duties.

Financial Statements

The financial year of Elenia Holdings is the calendar year (save that the first financial year was from the date of incorporation to 31 December 2011).

Subject to the below, Elenia Holdings has no obligation to have its financial statements audited.

Statutory Auditor/External Auditor

In accordance with article 710-27 of the Luxembourg act dated 10 August 1915 on commercial companies, as amended, Elenia Holdings is not required to be audited by a statutory auditor (*commissaire aux comptes*) for as long as it has 60 or fewer shareholders. Elenia Holdings is not required to appoint an external auditor (*réviseur d'entreprises agréé*) for as long as it benefits from the exemption provided by article 69(2) of the Luxembourg act dated 19 December 2002 on the trade and companies register and on the accounting and financial accounts of companies, as amended.

Ernst & Young, S.A. ("EY"), 35E Avenue John F. Kennedy, L-1855 Luxembourg; registered with the Luxembourg Trade and Companies' Register (Registre de commerce et des sociétés, Luxembourg) under number B47771, was appointed as the approved independent auditor (*réviseur d'entreprises agréé*) of Elenia Investment S.à r.l. and Lakeside Network Investments S.à r.l. (Now known as Elenia Holdings) and has audited its standalone financial statements prepared in accordance with Luxembourg legal and regulatory requirements relating to the preparation and presentation of the financial statements as of and for the periods ended 31 December 2021 (with comparatives as of and for the year ended 31 December 2020), 31 December 2020 and 31 December 2019, as stated in their independent auditor's reports.

ELENIA INVESTMENTS S.À R.L.

Elenia Investments S.à r.l. (“**Elenia Investments**”) is a private limited liability company (*société à responsabilité limitée*) incorporated in the Grand Duchy of Luxembourg with unlimited duration on 25 July 2019 and registered with the Luxembourg trade and companies register under number B 236.561. Elenia Investments remained unchanged during the Corporate Reorganisation.

The articles of incorporation of Elenia Investments (the “**Elenia Investments Articles**”) have been published in the *Mémorial, Recueil des Sociétés et Associations* on 6 August 2019.

The registered office of Elenia Investments is at 20, Boulevard Royal, L-2449 Luxembourg.

The subscribed share capital of Elenia Investments is EUR 12,000 divided into 12,000 ordinary shares with a par value of €1 each (the “**Elenia Investments Shares**”), all of which are fully paid. All the issued Elenia Investments Shares are held by Elenia Holdings.

Principal Activities of Elenia Investments

The principal activities of Elenia Investments are those which are set out in Elenia Investments’s corporate object clause, provided in Article 3 of the Elenia Investments Articles, which is as follows:

“3.1 The object of the Company is (i) the holding of participations, whether direct or indirect through directly or indirectly owned subsidiaries, in any form whatsoever, in Luxembourg and foreign companies, the acquisition by purchase, subscription, or in any other manner as well as the transfer by sale, exchange or otherwise, of stocks, bonds, debentures, notes, and other securities of any kind, equity or debt instruments (convertible or not) of any kind (including but not limited to synthetic securities), and (ii) the ownership, administration, development and management of its portfolio. The Company may also hold interests in partnerships.

3.2 The Company may borrow in any form and proceed to the issue of bonds, debentures as well as any other type of equity or debt instruments (convertible or not, preferential or not, redeemable or not).

3.3 In a general fashion it may grant, directly or indirectly, assistance to affiliated or group companies (including but not limited to the granting of any type of loan), take any controlling and/or supervisory measures and carry out any operation, which it may deem useful in the accomplishment and development of its purposes.

3.4 In particular the Company may enter into any guarantee, pledge or any other form of security, whether by personal covenant or by mortgage or charge upon all or part of the property assets (present or future) of the undertaking or by all or any of such methods, for the performance of any contracts or obligations of the Company and any of its affiliated or group companies, or any director, manager or other agent of the Company or any of its affiliated or group companies, within the limits of any applicable law provision.

3.5 The Company may enter into any kind of credit derivative agreements, including but not limited to any type of swap agreements such as swap agreement under which the Company may provide credit protection to swap counterparty, any interest and/or currency exchange agreements and other financial derivative agreements.

3.6 The company may further carry out any commercial, industrial or financial operations, as well as any transactions on real estate or on movable property. In addition, the Company may act as general partner of any of its subsidiaries and take all necessary or useful actions on their behalf if so required by the law applicable to such subsidiaries.”

Elenia Investments does not own or operate any of the operating assets of the group. Consequently, the ability of Elenia Investments to meet its financial obligations is dependent on the receipt of dividends from Elenia Oy or the subscription by the Issuer for additional shares in or informal capital contribution to Elenia Investments.

Directors and Company Secretary

The directors of Elenia Investments and their respective business addresses and principal activities are set out below.

<i>Name</i>	<i>Business Address</i>	<i>Principal Activities</i>
Gabriele Duesberg (Class A manager)	Ropemaker Place, 28 Ropemaker Street, EC2Y 9HD, London, the UK	Managing Director, MAM
Sergii Tarnakin (Class A manager)	199 Bishopsgate, EC4Y 0DZ, London, the UK	Director, ACP
Rosa Villalobos (Class B manager)	20, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg	Managing Director, MAM
Pascal Geiter (Class B manager)	6A, Route de Trèves, 2633 Senningerberg, Grand Duchy of Luxembourg	Vice President, ACP

No corporate governance regime to which Elenia Investments would be subject exists in Luxembourg as at the date of this Base Prospectus.

None of the managers of Elenia Investments has any actual or potential conflict between its duties to the company and its private interests or other duties.

Financial Statements

The financial year of Elenia Investments is the calendar year (save that the first financial year was from the date of incorporation to 31 December 2019).

Subject to the below, Elenia Investments has no obligation to have its financial statements audited.

Statutory Auditor/External Auditor

In accordance with article 710-27 of the Luxembourg act dated 10 August 1915 on commercial companies, as amended, Elenia Investments is not required to be audited by a statutory auditor (*commissaire aux comptes*) for as long as it has 60 or fewer shareholders. Elenia Investments is not required to appoint an external auditor (*réviseur d'entreprises agréé*) for as long as it benefits from the exemption provided by article 69(2) of the Luxembourg act dated 19 December 2002 on the trade and companies register and on the accounting and financial accounts of companies, as amended.

Ernst & Young, S.A. ("EY"), 35E Avenue John F. Kennedy, L-1855 Luxembourg; registered with the Luxembourg Trade and Companies' Register (Registre de commerce et des sociétés, Luxembourg) under number B47771, was appointed as the approved independent auditor (*réviseur d'entreprises agréé*) of Elenia Investment S.à r.l. and Lakeside Network Investments S.à r.l. (Now known as Elenia Holdings) and has audited its standalone financial statements prepared in accordance with Luxembourg legal and regulatory requirements relating to the preparation and presentation of the financial statements as of and for the periods ended 31 December 2021 (with comparatives as of and for the year ended 31 December 2020), 31 December 2020 and 31 December 2019, as stated in their independent auditor's reports.

TERMS AND CONDITIONS OF THE BONDS

References herein to the **Bonds** shall be references to the Bonds of a Tranche and shall mean:

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

Elenia Verkko Oyj (the “**Issuer**”) has established a bond programme (the “**Programme**”) for the issuance of bonds (the “**Bonds**”). Bonds issued under the Programme on a particular Issue Date comprise a Tranche (each, a “**Tranche**”) in an aggregate nominal amount from time to time outstanding not exceeding the Programme Limit.

Each Tranche of Bonds may be denominated in different currencies or have different interest rates, maturity dates or other terms. Bonds of any Tranche may be fixed rate (“**Fixed Rate Bonds**”) or floating rate (“**Floating Rate Bonds**”) depending on the method of calculating interest payable in respect of such Bonds and may be denominated in Sterling, Euro, U.S. dollars or in other currencies subject to compliance with applicable law or regulation.

The terms and conditions applicable to the Bonds are these terms and conditions (the “**Conditions**”) as may be completed by Part A of a set of final terms, in relation to each Tranche (“**Final Terms**”) or Part A of a pricing supplement, in relation to each Tranche (“**Pricing Supplement**”). In the event of any inconsistency between these Conditions and the relevant Final Terms or Pricing Supplement (as the case may be), the relevant Final Terms or Pricing Supplement (as the case may be) shall prevail.

The Bonds will be subject to and have the benefit of a bond trust deed to be entered into prior to the Initial Issue Date (as defined below) as the same may be amended, supplemented, restated and/or novated from time to time (the “**Bond Trust Deed**”), between the Issuer and Citicorp Trustee Company Limited as trustee (the “**Bond Trustee**”, which expression includes the trustee or trustees for the time being of the Bond Trust Deed).

The Bonds have the benefit (to the extent applicable) of an agency agreement (as amended, supplemented and/or restated from time to time, the “**Agency Agreement**”) to be entered into prior to the Initial Issue Date (to which, among others, the Issuer, the Bond Trustee, the Principal Paying Agent and the other Paying Agents or the Transfer Agents and the Registrar are party). As used herein, each of “**Principal Paying Agent**”, “**Paying Agents**”, “**Agent Bank**”, “**Transfer Agent**” and/or “**Registrar**” means, in relation to the Bonds, the persons specified in the Agency Agreement as the Principal Paying Agent, Paying Agents, Agent Bank, Transfer Agents and/or Registrar, respectively, and, in each case, any successor to such person in such capacity. The Bonds may also have the benefit (to the extent applicable) of a calculation agency agreement (in the form or substantially in the form of schedule 1 to the Agency Agreement, the “**Calculation Agency Agreement**”) between, *inter alios*, the Issuer and any calculation agent appointed by the Issuer as calculation agent (the “**Calculation Agent**”).

On or before the Initial Issue Date and from time to time, the Obligors will enter into various security documents (the “**Security Documents**”) with the Security Trustee as security trustee, pursuant to which the Obligors will grant fixed and floating charge security (the “**Security**”) to the Security Trustee for itself and the other Secured Creditors (which includes the Bond Trustee (for itself and on behalf of the Bondholders), the Bondholders, each Issuer Hedge Counterparty, the Liquidity Facility Provider, the Principal Paying Agent, each Paying Agent, the Calculation Agent (if any), the Transfer Agent, the Registrar, the Account Bank, the Agent Bank and the Cash Manager).

Pursuant to clause 7 (Guarantee) of the STID (the “**Guarantee**”), each Obligor (other than the Issuer) jointly and severally and irrevocably and unconditionally: (a) guarantees to the Security Trustee (for itself and for and on behalf of the Secured Creditors) punctual performance and observance by each of the other Obligors of all the Secured Liabilities; (b) undertakes with the Security Trustee (for itself and for and on behalf of the Secured Creditors) that, whenever any Obligor does not pay any amount when due under or pursuant to any Finance

Document, that Obligor must immediately on demand by the Security Trustee pay that amount as if it were the principal obligor; (c) indemnifies the Security Trustee (for itself and for and on behalf of the Secured Creditors) immediately on demand against any loss or liability (other than Excluded Tax) suffered by the Security Trustee or any Secured Creditor if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal or ineffective. The amount of the loss or liability under this indemnity will not exceed the amount the Security Trustee or that Secured Creditor would otherwise have been entitled to recover if the amount claimed had been recoverable on the basis of the guarantee in paragraph (a) above; and (d) agrees to pay to the Security Trustee on an after Tax basis (for itself and on behalf of the Secured Creditors) an amount equal to any amount which would otherwise have been recoverable by it on the basis of the guarantee in paragraph (a) above, but for the discharge of the Issuer's obligations as a result of the provisions of clause 42 (Limited Recourse) of the STID. The security for the obligations of the Obligors under the Guarantee has been created in and pursuant to the terms set out in the Security Documents.

On or before the Initial Issue Date, the Issuer will enter into a dealership agreement (which may be supplemented or amended and restated from time to time) (the “**Dealership Agreement**”) with the dealers named therein (the “**Dealers**”) in respect of the Programme, pursuant to which any of the Dealers may enter into subscription agreements (each a “**Subscription Agreement**”) in relation to each Tranche of Bonds issued by the Issuer, and pursuant to which the Dealers will agree to subscribe for the relevant Bonds. In any Subscription Agreement relating to a Tranche of Bonds, any of the Dealers may agree to procure subscribers to subscribe for the relevant Tranche of Bonds.

The Issuer may enter into liquidity facility agreements (together, the “**Liquidity Facility Agreements**”) with certain liquidity facility providers (each a “**Liquidity Facility Provider**” and together, the “**Liquidity Facility Providers**”) pursuant to which the Liquidity Facility Providers agree to make certain facilities available to meet liquidity shortfalls.

The Issuer may enter into certain currency, inflation-linked and interest rate hedging agreements (together, the “**Issuer Hedging Agreements**”) with certain hedge counterparties (together, the “**Issuer Hedge Counterparties**”) in respect of certain Tranches of Bonds, pursuant to which the Issuer hedges certain of its currency and interest rate obligations.

On or before the Initial Issue Date and from time to time, the Issuer will enter into a common terms agreement with among others, the Obligors and the Secured Creditors (which may be amended or restated from time to time) (the “**CTA**”) and a security trust and intercreditor deed between, among others, the Obligors and the other Secured Creditors (the “**STID**”).

The Bond Trust Deed, the Bonds (including the applicable Final Terms or Pricing Supplement, as the case may be), the Security Documents, the Agency Agreement, the Liquidity Facility Agreement, the Issuer Hedging Agreements, the Elenia Loan Agreement (as defined in the Master Definitions Agreement), the STID, the CTA, the Cash Management Agreement, the master definitions agreement between, among others, the Issuer and the Bond Trustee (as amended and restated from time to time) (the “**Master Definitions Agreement**”), the account bank agreement between, amongst others, the Account Bank, the Issuer, Elenia Oy, the Security Trustee and the Bond Trustee (the “**Account Bank Agreement**”), the Tax Deed of Covenant and any related document (each, if not defined above, as defined below or in the Master Definitions Agreement) are, in relation to the Bonds, together referred to as the “**Issuer Transaction Documents**”.

In these Conditions, words denoting the singular number only shall include the plural number also and vice versa. Capitalised terms not otherwise defined in these Conditions shall bear the meanings given to them in the Master Definitions Agreement and these Conditions shall be construed in accordance with the principles of construction set out in the Master Definitions Agreement.

Certain statements in these Conditions are summaries of the detailed provisions appearing on the face of the Bonds (which expression shall include the body thereof), in the relevant Final Terms or Pricing Supplement or in the Bond Trust Deed, the STID, the CTA or the Security Documents. Copies of the Bond Trust Deed, STID, CTA, Master Definitions Agreement and the Security Documents are available (a) for inspection during normal business hours at the specified offices of the Principal Paying Agent (in the case of Bearer Bonds) or (b) electronically on request by emailing the Agent at emea.at.debt@citi.com in the case of the CTA, STID and Master Definitions Agreement at <http://www.elenia.fi/en/investors> or the specified offices of the Transfer Agents and the Registrar (in the case of Registered Bonds), save that, if this Bond is an unlisted Bond of any

Tranche, the applicable Final Terms or Pricing Supplement (as the case may be) will only be obtainable by a Bondholder holding one or more unlisted Bonds of that Tranche and such Bondholder must provide evidence satisfactory to the Issuer and the relevant Agent as to its holding of such Bonds and identity.

The Bondholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Bond Trust Deed, the Security Documents, the STID, CTA and other Issuer Transaction Documents applicable to them and the relevant Final Terms or Pricing Supplement (as the case may be) and to have notice of those provisions of the Agency Agreement and the other Issuer Transaction Documents applicable to them.

In the event of any inconsistency between the terms and conditions set out herein and the terms set out in the STID, the Security Documents and the CTA, the terms of the STID, the Security Documents or the CTA (as the case may be) shall prevail.

Any reference in these conditions to a matter being **specified** means the same as may be specified in the relevant Final Terms or Pricing Supplement, as the case may be.

1. Form, Denomination and Title

(a) *Form and Denomination*

The Bonds are in bearer form (“**Bearer Bonds**”) or in registered form (“**Registered Bonds**”) as specified in the applicable Final Terms or Pricing Supplement (as the case may be) and, in the case of Definitive Bonds, serially numbered in the Specified Denomination(s) provided that in the case of any Bonds which are to be admitted to trading on a regulated market within the UK or the EEA or offered to the public in the UK or a Member State of the EEA in circumstances which require the publication of a prospectus under the UK Prospectus Regulation or the Prospectus Regulation respectively, the minimum Specified Denomination shall be €100,000 (or its equivalent currency as at the date of issue of the relevant Bonds). Bonds may be issued in such denomination and higher integral multiples of a smaller amount if specified in the applicable Final Terms or Pricing Supplement. Bonds of one Specified Denomination may not be exchanged for Bonds of another Specified Denomination and Registered Bonds may not be exchanged for Bearer Bonds. References in these Conditions to **Bonds** include Bearer Bonds and Registered Bonds and all Tranches and Series.

So long as the Bonds are represented by a temporary Global Bond or permanent Global Bond and the relevant clearing system(s) so permit, the Bonds shall be tradeable only in principal amounts of at least the Specified Denomination (or if more than one Specified Denomination, the lowest Specified Denomination).

The Bonds may be Fixed Rate Bonds or Floating Rate Bonds, as specified in the applicable Final Terms or Pricing Supplement.

Interest-bearing Bearer Bonds are issued with Coupons (as defined below) (and, where appropriate, a Talon, (as defined below)) attached. After all the Coupons attached to, or issued in respect of, any Bearer Bond which was issued with a Talon have matured, a coupon sheet comprising further Coupons (other than Coupons which would be void) and (if necessary) one further Talon will be issued against presentation of the relevant Talon at the specified office of any Paying Agent.

(b) *Title*

Title to Bearer Bonds, Coupons, and Talons (if any) passes by delivery. Title to Registered Bonds passes by registration in the register (the “**Register**”), which the Issuer shall procure to be kept by the Registrar.

In these Conditions, subject as provided below, each reference to **Bondholder** (in relation to a Bond, Coupon, or Talon) or **Holder** means: (i) in relation to a Bearer Bond, the bearer of any Bearer Bond, Coupon or Talon (as the case may be); and (ii) in relation to a Registered Bond, the person in whose name a Registered Bond is registered, as the case may be. The expressions **Bondholder** and **Holder** include the holders of the coupons (“**Coupons**”) (if any) appertaining

to interest-bearing Bonds in bearer form (the “**Couponholders**”), and the expressions Couponholders includes the holders of talons (“**Talons**”) in relation to Coupons as applicable (the “**Talonholders**”).

The bearer of any Bearer Bond, Coupon or Talon and the registered holder of any Registered Bond will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on the relevant Bond, or its theft or loss or any express or constructive notice of any claim by any other person of any interest therein other than, in the case of a Registered Bond, a duly executed transfer of such Bond in the form endorsed on the Bond in respect thereof) and no person will be liable for so treating the holder.

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

(c) *Further Bonds*

The Issuer may, from time to time, without the consent of the Bondholders or Couponholders, create and issue further Bonds having the same terms and conditions as the Bonds of a Series in all respects (or in all respects except for the first payment of interest). Accordingly, a Series of Bonds may comprise a number of issues in addition to the initial Tranche of such Series. Such further issues of the same Series will be consolidated and form a single Series with the prior issues of that Series.

2. Exchanges of Bearer Bonds for Registered Bonds and Transfers of Registered Bonds

(a) *Exchange of Bonds*

Subject to Condition 2(e) (*Closed Periods*), Bearer Bonds may, if so specified in the relevant Final Terms or Pricing Supplement, be exchanged at the expense of the transferor Bondholder for the same aggregate principal amount of Registered Bonds at the request in writing of the relevant Bondholder and upon surrender of the Bearer Bond to be exchanged together with all unmatured Coupons and Talons (if any) relating to it at the specified office of the Registrar or any Transfer Agent or Paying Agent. Where, however, a Bearer Bond is surrendered for exchange after the Record Date (as defined below) for any payment of interest or Interest Amount (as defined below), the Coupon in respect of that payment of interest or Interest Amount need not be surrendered with it. Registered Bonds may not be exchanged for Bearer Bonds.

(b) *Transfer of Registered Bonds*

A Registered Bond may be transferred upon the surrender of the relevant Registered Definitive Bond, together with the form of transfer endorsed on it duly completed and executed, at the specified office of any Transfer Agent or the Registrar. However, a Registered Bond may not be transferred unless: (i) the principal amount of Registered Bonds proposed to be transferred; and (ii) the principal amount of the balance of Registered Bonds to be retained by the relevant transferor are, in each case, Specified Denominations. In the case of a transfer of part only of a holding of Registered Bonds represented by a Registered Definitive Bond, a new Registered Definitive Bond in respect of the balance not transferred will be issued to the transferor within three business days (in the place of the specified office of the Transfer Agent or the Registrar) of receipt of such form of transfer.

(c) *Delivery of New Registered Definitive Bonds*

Each new Registered Definitive Bond to be issued upon exchange of Bearer Bonds or transfer of Registered Bonds will, within three business days (in the place of the specified office of the

Transfer Agent or the Registrar) of receipt of such request for exchange or form of transfer, be available for delivery at the specified office of the Transfer Agent or the Registrar stipulated in the request for exchange or form of transfer, or be mailed at the risk of the Bondholder entitled to the Registered Definitive Bond to such address as may be specified in such request for exchange or form of transfer. For these purposes, a form of transfer or request for exchange received by the Registrar after the Record Date (as defined below) in respect of any payment due in respect of Registered Bonds shall be deemed not to be effectively received by the Registrar until the Business Day (as defined in Condition 22 (*Definitions*)) following the due date for such payment.

(d) *Exchange at the Expense of Transferor Bondholder*

Registration of Bonds on exchange or transfer will be effected at the expense of the transferor Bondholder by or on behalf of the Issuer, the Transfer Agent or the Registrar, and upon payment of (or the giving of such indemnity as the Transfer Agent or the Registrar may require in respect of) any tax or other governmental charges which may be imposed in relation to it.

(e) *Closed Periods*

No transfer of a Registered Bond may be registered, nor may any exchange of a Bearer Bond for a Registered Bond occur, during the period of 15 days ending on the due date for any payment of principal, interest, Interest Amount (as defined below) or Redemption Amount (as defined below) on that Bond.

(f) *Regulations Concerning the Transfer of Registered Bonds*

All transfers of Registered Bonds and entries on the Register are subject to the detailed regulations concerning the transfer of Registered Bonds scheduled to the Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Principal Paying Agent, the Bond Trustee and the Registrar. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Bondholder who requests in writing a copy of such regulations.

3. Status of Bonds and the Guarantee

(a) *Status of the Bonds*

The Bonds, Coupons and Talons (if any) are direct and (subject to Condition 20 (*Limited Recourse*)) unconditional obligations of the Issuer, secured in the manner described in Condition 4 (*Security, Priority and Relationship with the Secured Creditors*) and rank *pari passu* without any preference among themselves.

(b) *Status of the Guarantee*

The payment of principal and interest in respect of the Bonds and all other moneys (including default interest) payable by the Issuer under or pursuant to the Bond Trust Deed has been unconditionally guaranteed by the Guarantors in the STID. The obligations of the Guarantors under the Guarantee are direct, unconditional, unsubordinated and unsecured obligations of the Guarantors and claims under the Guarantee rank at least *pari passu* with all other unsecured and unsubordinated obligations of the Guarantors, present and future, other than any obligations preferred by mandatory provisions of applicable law.

(c) *Bond Trustee not responsible for monitoring compliance*

The Bond Trustee shall not be responsible for monitoring compliance by the Issuer with any of its obligations under the Finance Documents except by means of receipt of a certificate from the Issuer which will state, among other things, that no Potential Event of Default, Trigger Event or Event of Default is outstanding. The Bond Trustee shall be entitled to rely on such certificates absolutely. The Bond Trustee is not responsible for monitoring compliance by any of the parties with their respective obligations under the Finance Documents. The Bond Trustee

may call for and is at liberty to accept as sufficient evidence a certificate signed by any one director of the Issuer, the Obligors (or any of them) or any other party to any Finance Document to the effect that any particular dealing, transaction, step or thing is, in the opinion of the persons so certifying, suitable or expedient or as to any other fact or matter upon which the Bond Trustee may require to be satisfied. The Bond Trustee is in no way bound to call for further evidence or be responsible for any loss that may be occasioned by acting on any such certificate although the same may contain some error or is not authentic. The Bond Trustee is entitled to rely upon any certificate believed by it to be genuine and will not be liable for so acting.

4. Security, Priority and Relationship with the Secured Creditors

(a) *Security*

As continuing security for the payment or discharge of the Secured Liabilities (including all moneys payable in respect of the Bonds, Coupons and otherwise under the Bond Trust Deed, the STID, the Security Documents and any deed or other document executed in accordance with the Bond Trust Deed, the STID or the Security Documents and expressed to be supplemental to the Bond Trust Deed, the STID or the Security Documents (as applicable) (the “**Trust Documents**”) (including the remuneration, expenses and other claims of the Security Trustee and any Receiver appointed under the STID or the Security Documents)), the Issuer has entered into the Security Documents, to which it is party, to create as far as permitted by and subject to compliance with any applicable law, the following security, (the “**Security**”) in favour of the Security Trustee for itself and on trust for the other Secured Creditors including, but not limited to, the Bondholders:

- (i) business mortgages (*Fi: yrityskiinnitys*) in respect of its unsecured movable property from time to time;
- (ii) Finnish law pledges of receivables in respect of the amounts standing from time to time to the credit of the Issuer Accounts;
- (iii) Finnish law pledges over the rights to receivables arising under each intragroup loan; and
- (iv) English law assignments by way of security of its rights under the Finance Documents to which it is a party,

all as more particularly set out in the relevant Security Documents.

All Bonds issued by the Issuer under the Programme will share in the Security constituted by all of the Obligors, including the Issuer, in the Security Documents, upon and subject to the terms thereof.

(b) *Relationship among Bondholders and with other Secured Creditors*

The Bondholders are Secured Creditors. The Bond Trustee is a Secured Creditor on its own behalf and on behalf of the Bondholders.

The Bond Trust Deed contains provisions detailing the Bond Trustee’s duties to consider the interests of Bondholders as regards all discretions of the Bond Trustee (except where expressly provided or otherwise referred to in Condition 16 (*Bond Trustee Protections*) and the Bond Trust Deed). In addition, the STID contains provisions detailing the Security Trustee’s duties to consider the interests of the Secured Creditors (including the Bond Trustee on behalf of the Bondholders) in accordance with and subject to the provisions of the STID.

(c) *Enforcement of Security*

In the event of the Security becoming enforceable as provided in the Security Documents, the Security Trustee shall enforce its rights with respect to the Security in accordance with the STID, but without any liability as to the consequence of such action and without having regard to the effect thereof on, or being required to account for such action to, any particular

Bondholder or other Secured Creditor, provided that the Security Trustee shall not be obliged to take any action unless it is indemnified and/or secured and/or prefunded to its satisfaction.

Immediately upon notification to the Security Trustee of an Event of Default occurring (other than, for the avoidance of doubt, an Event of Default as defined in any Hedging Agreement with respect to a Hedge Counterparty) in accordance with clause 19 (Notification of Default) of the STID and for so long as any Senior Debt is outstanding, a Standstill Period will commence (unless one is already in existence). Pursuant to clause 21 (Enforcement) of the STID and the Security Documents, the Security shall become enforceable during an Enforcement Period.

Bondholders acknowledge and agree that only the Security Trustee is entitled to: (i) deliver an Acceleration Notice (ii) take Enforcement Action against any Obligor save as permitted under clause 6.1 (Undertakings of the Secured Creditors) of the STID; or (iii) take proceedings or to exercise any rights, discretions or powers, or to grant any consents or releases, in respect of the security given under or pursuant to the Security Documents or otherwise have direct recourse to the Security.

Enforcement will only be permitted in accordance with the STID, following termination of any Standstill Period or otherwise as permitted in the STID.

(d) *Application Before Enforcement*

Before enforcement of the Security, the Issuer shall (to the extent such funds are available) use funds standing to the credit of the Operating Accounts of the Issuer to make payments in accordance with the Pre-Enforcement Priority of Payments (as set out in the Common Terms Agreement).

(e) *Application After Enforcement*

After enforcement of the Security, the Security Trustee shall (to the extent that such funds are available) use all Available Enforcement Proceeds (other than any Defeasance Amounts, which shall be applied in repayment of the Authorised Credit Facility to which a Defeasance Account in question relates) to make payments in accordance with the Post-Enforcement Priority of Payments as set out in the STID.

(f) *Security Trustee not liable for security*

Neither the Bond Trustee nor the Security Trustee will make or be liable for any failure to make, any investigations in relation to the property which is the subject of the Security, and shall not be bound to enquire into or be liable for any defect or failure in the right or title of the Issuer or the other Obligors to the Security, whether such defect or failure was known to the Security Trustee or might have been discovered upon examination or enquiry or whether capable of remedy or not, nor will it have any liability for the enforceability of the Security created under the Security Documents whether as a result of any failure, omission or defect in registering or filing or otherwise protecting or perfecting such Security or otherwise. The Security Trustee and the Bond Trustee shall have no responsibility for the value of any such Security.

The Bond Trustee is authorised by the Bondholders to execute the STID and the Common Terms Agreement (and the Bondholders are deemed, by acquiring an interest in the Bonds, to consent to such authorisation).

The Security Trustee is authorised by the Bondholders to execute the Security Documents as Security Trustee for, among others, the Bondholders (and the Bondholders are deemed, by acquiring any interest in the Bonds, to consent to such authorisation).

5. Issuer Covenants

So long as any of the Bonds remains outstanding, the Issuer has agreed to comply with the covenants as set out in the Bond Trust Deed and the CTA.

The Bond Trustee shall be entitled to rely absolutely on a certificate of any director of the Issuer in relation to any matter relating to such covenants and to accept without liability any such certificate as sufficient evidence of the relevant fact or matter stated in such certificate.

6. Interest and other Calculations

(a) *Interest Rate and Accrual*

Each Bond bears interest on its Principal Amount Outstanding as defined below from the Interest Commencement Date (as defined below) at the Interest Rate (as defined below), such interest being payable in arrear (unless otherwise specified in the relevant Final Terms or Pricing Supplement) on each Interest Payment Date (as defined below).

Interest will cease to accrue on each Bond (or, in the case of the redemption of part only of a Bond, that part only of such Bond) on the due date for redemption unless, upon due presentation, payment of principal is improperly withheld or refused, in which event interest will continue to accrue (both before and after judgment) at the Interest Rate that would otherwise apply in respect of unpaid amounts on such Bonds at such time to the Bond Relevant Date (as defined in Condition 22 (*Definitions*)).

If any maximum rate of interest or minimum rate of interest is specified in the relevant Final Terms or Pricing Supplement, then the Interest Rate shall in no event be greater than the maximum or be less than the minimum so specified, as the case may be.

(b) *Business Day Convention*

If any date referred to in these Conditions or the relevant Final Terms or Pricing Supplement is specified to be subject to adjustment in accordance with a Business Day Convention and would otherwise fall on a day which is not a Business Day (as defined in Condition 22 (*Definitions*)), then if the business day convention specified in the relevant Final Terms or Pricing Supplement is:

- (i) the **Following Business Day Convention**, such date shall be postponed to the next day which is a Business Day;
- (ii) the **Modified Following Business Day Convention**, such date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day; or
- (iii) the **Preceding Business Day Convention**, such date shall be brought forward to the immediately preceding Business Day.

(c) *Floating Rate Bonds*

This Condition 6(c) (*Floating Rate Bonds*) is applicable if the relevant Final Terms or Pricing Supplement specify the Bonds as Floating Rate Bonds and in the limited circumstances set out in Condition 6(d) (*Fixed Rate Bonds*).

If “**Screen Rate Determination**” is specified in the relevant Final Terms or Pricing Supplement as the manner in which the Interest Rate(s) is/are to be determined, the Interest Rate applicable to the Bonds for each Interest Period will be determined by the Agent Bank (or the Calculation Agent, if applicable) on the following basis:

- (i) if the Page (as defined below) displays a rate which is a composite quotation or customarily supplied by one entity, the Agent Bank (or the Calculation Agent, if applicable) will determine the Relevant Rate (as defined in Condition 22 (*Definitions*));
- (ii) in any other case, the Agent Bank (or the Calculation Agent, if applicable) will determine the arithmetic mean of the Relevant Rates (as defined below) which appear on the Page as at the Relevant Time (as defined below) on the relevant Interest

Determination Date (as defined below) provided that, if five or more offered quotations are available on the relevant Page, the highest (or, if there is more than one highest quotation, one only of those quotations) and the lowest (or, if there is more than one lowest quotation, one only of those quotations) shall be disregarded by the Agent Bank (or Calculation Agent, if applicable) for the purpose of determining the arithmetic mean (rounded as provided above) of the offered quotations);

- (iii) if, in the case of paragraph (i) above, such rate does not appear on that Page or, in the case of paragraph (ii) above, fewer than two such rates appear on that Page or if, in either case, the Page is unavailable, the Issuer will request the principal Relevant Financial Centre office of each of the Reference Banks (as defined in Condition 22 (*Definitions*)) to provide a quotation of the Relevant Rate at approximately the Relevant Time on the relevant Interest Determination Date to prime banks in the Relevant Financial Centre (as defined below) interbank market (or, if appropriate, money market) in an amount that is representative for a single transaction in that market at that time; and the Agent Bank (or Calculation Agent, if applicable) will determine the arithmetic mean of such quotations; and
- (iv) if fewer than two such quotations are provided as requested in Condition 6(c)(iii), the Agent Bank (or the Calculation Agent, if applicable) will determine the arithmetic mean of the rates (being the rates nearest to the Relevant Rate as determined by the Agent Bank (or the Calculation Agent, if applicable)) quoted by the Reference Banks at approximately 11.00 a.m. (local time in the Relevant Financial Centre of the Relevant Currency) on the relevant Interest Determination Date (as defined in Condition 22 (*Definitions*)) for loans in the Relevant Currency to leading European banks for a period equal to the relevant Interest Period and in the Representative Amount (as defined in Condition 22 (*Definitions*)),

and the Interest Rate for such Interest Period shall be the sum of the rate or (as the case may be) the arithmetic mean so determined plus the Margin. However, if the Agent Bank or the Calculation Agent (as applicable) is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Interest Rate applicable to the Bonds during such Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Bonds in respect of a preceding Interest Period.

If “**ISDA Determination**” is specified in the relevant Final Terms or Pricing Supplement as the manner in which the Interest Rate(s) is/are to be determined, the Interest Rate(s) applicable to the Bonds for each Interest Period will be the sum of the ISDA Rate and the Margin where “**ISDA Rate**” in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Agent Bank (or the Calculation Agent, if applicable) under an interest rate swap transaction if the Agent Bank (or the Calculation Agent, if applicable) were acting as calculation agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms or Pricing Supplement;
- (ii) the Designated Maturity (as defined in the ISDA Definitions) is the Specified Duration (as defined in Condition 22 (*Definitions*)); and
- (iii) the relevant Reset Date (as defined in the ISDA Definitions) is either (1) if the relevant Floating Rate Option (as defined in the ISDA Definitions) is based on London interbank offered rate (“**LIBOR**”) for a currency, the first day of that Interest Period, (2) if the relevant Floating Rate Option (as defined in the ISDA Definitions) is based on the Euro-zone interbank offered rate (“**EURIBOR**”), the first day of that Interest Period, or (3) in any other case, as specified in the relevant Final Terms or Pricing Supplement.

(d) *Fixed Rate Bonds*

This Condition 6(d) is applicable only if the relevant Final Terms or Pricing Supplement specify the Bonds as Fixed Rate Bonds.

The Interest Rate applicable to the Bonds for each Interest Period will be the rate specified in the relevant Final Terms or Pricing Supplement.

(e) *Rounding*

For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified):

- (i) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred thousandth of a percentage point (with halves being rounded up);
- (ii) all figures will be rounded to seven significant figures (with halves being rounded up); and
- (iii) all currency amounts which fall due and payable will be rounded to the nearest unit of such currency (with halves being rounded up). For these purposes, “**unit**” means, with respect to any currency other than euro, the lowest amount of such currency which is available as legal tender in the country of such currency and, with respect to euro, means €0.01.

(f) *Calculations*

The amount of interest payable in respect of any Bond for each Interest Period shall be calculated by applying the Interest Rate to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Bond divided by the Calculation Amount (as defined in Condition 22 (*Definitions*)), unless an Interest Amount is specified in respect of such period in the relevant Final Terms or Pricing Supplement, in which case the amount of interest payable in respect of such Bond for such Interest Period will equal such Interest Amount.

(g) *Determination and Publication of Interest Rates, Interest Amounts and Redemption Amounts*

As soon as practicable after the Relevant Time on each Interest Determination Date or such other time on such date as the Agent Bank (or the Calculation Agent, if applicable) may be required to calculate any Redemption Amount, obtain any quote or make any determination or calculation, the Agent Bank (or the Calculation Agent, if applicable) will determine the Interest Rate and calculate the amount of interest payable (the “**Interest Amounts**”) in respect of each Specified Denomination of Bonds for the relevant Interest Period, calculate the Redemption Amount, obtain such quote or make such determination or calculation, as the case may be, and cause the Interest Rate and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Redemption Amount or Principal Amount Outstanding to be notified to, in the case of Bearer Bonds, the Paying Agents or in the case of Registered Bonds, the Registrar, and, in each case, the Bond Trustee, the Issuer, the Bondholders and the Stock Exchange and each other listing authority, stock exchange and/or quotation system by which the relevant Bonds have then been admitted to listing, trading and/or quotation as soon as possible after its determination but in no event later than: (i) (in case of notification to the Stock Exchange and each other listing authority, stock exchange and/or quotation system by which the relevant Bonds have then been admitted to listing, trading and/or quotation) the commencement of the relevant Interest Period, if determined prior to such time, in the case of an Interest Rate and Interest Amount; or (ii) in all other cases, the fourth Business Day after such determination. The Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any

such amendment will be promptly notified to each stock exchange or other relevant authority on which the relevant Bonds are for the time being listed or by which they have been admitted to listing, to the Principal Paying Agent, the Bond Trustee and to the Bondholders in accordance with Condition 17 (*Notices*). If the Bonds become due and payable under Condition 11 (*Events of Default*), the accrued interest and the Interest Rate payable in respect of the Bonds shall nevertheless continue to be calculated as previously provided in accordance with this Condition but no publication of the Interest Rate or the Interest Amount so calculated need be made unless otherwise required by the Bond Trustee. The determination of each Interest Rate, Interest Amount or Redemption Amount, the obtaining of each quote and the making of each determination or calculation by the Agent Bank (or the Calculation Agent, if applicable) or, as the case may be, the Bond Trustee pursuant to this Condition 6, shall (in the absence of manifest error) be final and binding upon all parties.

(h) *Agent Bank, Calculation Agent and Reference Banks*

The Issuer will procure that there shall at all times be an Agent Bank (and a Calculation Agent, if applicable) selected by the Issuer acting through the Agent Bank (or the Calculation Agent, if applicable) with offices in the Relevant Financial Centre if provision is made for them in these Conditions applicable to this Bond and for so long as it is outstanding. If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank, then the Issuer acting through the Agent Bank (or the Calculation Agent, if applicable) will select another Reference Bank with an office in the Relevant Financial Centre to act as such in its place. If the Agent Bank (or the Calculation Agent, if applicable) is unable or unwilling to act as such or if the Agent Bank (or the Calculation Agent, if applicable) fails duly to establish the Interest Rate for any Interest Period or to calculate the Interest Amounts or any other requirements, the Issuer will appoint (as agreed with the Bond Trustee) a successor to act as such in its place. The Agent Bank may not resign its duties without a successor having been appointed as aforesaid.

(i) *Certificates to be final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 6 whether by the Principal Paying Agent or the Agent Bank (or the Calculation Agent, if applicable) shall (in the absence of wilful default, gross negligence or manifest error) be binding on the Issuer, each Obligor, the Agent Bank, the Bond Trustee, the Principal Paying Agent, the other Agents and all Bondholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Obligors, the Bond Trustee, the Bondholders or the Couponholders shall attach to the Principal Paying Agent, the Agent Bank or, if applicable, the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

7. Benchmark Discontinuation

(a) *Independent Adviser*

If a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 7(b) (*Successor Rate or Alternative Rate*)) and, in either case, an Adjustment Spread and any Benchmark Amendments (in accordance with Condition 7(d) (*Benchmark Amendments*)). In making such determination, the Independent Adviser appointed pursuant to this Condition 7(a) shall act in good faith and in a commercially reasonable manner as an expert. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Guarantors, the Bond Trustee, the Agents, the Bondholders or the Couponholders for any determination made by it, pursuant to this Condition 7.

If (i) the Issuer is unable to appoint an Independent Adviser; or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 7(a) no later than the date which is 10 business days prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Bonds in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest determined using the Original Reference Rate last displayed on the relevant Screen Page prior to the relevant Interest Determination Date. Where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 7(a).

(b) *Successor Rate or Alternative Rate*

If the Independent Adviser determines that:

- (i) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Bonds (subject to the operation of this Condition 7); or
- (ii) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Bonds (subject to the operation of this Condition 7).

(c) *Adjustment Spread*

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be) for all relevant future Interest Periods. If the Independent Adviser is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then the Successor Rate or Alternative Rate (as applicable) will apply without an Adjustment Spread.

(d) *Benchmark Amendments*

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 7 and the Independent Adviser, determines (i) that amendments to these Conditions and/or the Trust Deed are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the “**Benchmark Amendments**”) and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 7(e) (*Notices, etc.*), without any requirement for the consent or approval of Bondholders, vary these Conditions and/or the Trust Deed to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Bond Trustee of a certificate signed by two directors of the Issuer pursuant to Condition 7(e) (*Notices, etc.*), the Bond Trustee shall (at the expense of the Issuer), without any requirement for the consent or approval of the Bondholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, inter alia, by the execution of a deed supplemental to or amending the Trust Deed), provided that the Bond Trustee shall not be obliged so to concur if in the opinion of the Bond Trustee doing so would impose more onerous obligations upon it or expose it to any additional

duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Bond Trustee in these Conditions or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) in any way.

Notwithstanding any other provision of this Condition 7, the Calculation Agent or any Agent is not obliged to concur with the Issuer or the Independent Adviser in respect of any changes or amendments as contemplated under this Condition 7 to which, in the sole opinion of the Calculation Agent or the relevant Agent, as the case may be, would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Calculation Agent or the relevant Agent (as applicable) in the Paying Agency Agreement and/or these Conditions.

In connection with any such variation in accordance with this Condition 7(d), the Issuer shall comply with the rules of any stock exchange on which the Bonds are for the time being listed or admitted to trading.

(e) *Notices, etc.*

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 7 will be notified promptly by the Issuer to the Bond Trustee, the Calculation Agent and the Agents. In accordance with Condition 17 (*Notices*), notice shall be provided to the Bondholders promptly thereafter. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Bondholders of the same, the Issuer shall deliver to the Bond Trustee, the Calculation Agent and the Agents a certificate signed by two directors of the Issuer:

- (i) confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, the Alternative Rate, (iii) the applicable Adjustment Spread and (iv) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 7; and
- (ii) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

Each of the Bond Trustee, the Calculation Agent and the Agents shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) and without prejudice to the Bond Trustee's or the Calculation Agent's or the Agents' ability to rely on such certificate as aforesaid) be binding on the Issuer, the Bond Trustee, the Calculation Agent, the Agents and the Bondholders.

Notwithstanding any other provision of this Condition 7, if following the determination of any Successor Rate, Alternative Rate, Adjustment Spread or Benchmark Amendments (if any), in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 7, the Calculation Agent shall promptly notify the Issuer thereof and the Issuer shall direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable (other than due to its own gross negligence, wilful default or fraud) to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and (in the absence of such gross negligence, wilful default or fraud) shall not incur any liability for not doing so.

(f) *Survival of Original Reference Rate*

Without prejudice to the obligations of the Issuer under Condition 7(a) (*Independent Adviser*), (b) (*Successor Rate or Alternative Rate*), (c) (*Adjustment Spread*) and (d) (*Benchmark Amendments*), the Original Reference Rate and the Screen Rate Determination provisions provided for in Condition 7(c) (*Adjustment Spread*) will continue to apply unless and until a Benchmark Event has occurred.

(g) *Definitions*

As used in this Condition 7:

“Adjustment Spread” means either (a) a spread (which may be positive, negative or zero) or (b) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate):
- (ii) the Independent Adviser determines, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate (if the Independent Adviser determines that no such spread is customarily applied); or
- (iii) if Independent Adviser determines that no such spread is customarily applied, the Independent Adviser determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be);

“Alternative Rate” means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 7(b) (*Successor Rate or Alternative Rate*) is customarily applied in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Bonds;

“Benchmark Amendments” has the meaning given to it in Condition 7(d) (*Benchmark Amendments*);

“Benchmark Event” means:

- (i) the Original Reference Rate ceasing to be published for a period of at least five business days or ceasing to exist; or
- (ii) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (iii) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Bonds; or

- (v) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that, with effect from a date after 31 December 2021, the Original Reference Rate is or will be (or is or will be deemed by such supervisor to be) no longer representative of its relevant underlying market; or
- (vi) it has, or will, become unlawful for any Agent, the Calculation Agent, the Issuer or other party to calculate any payments due to be made to any Bondholder using the Original Reference Rate;

provided that the Benchmark Event shall be deemed to occur (a) in the case of paragraphs (ii) and (iii) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be, (b) in the case of paragraph (iv) above, on the date of the prohibition of use of the Original Reference Rate and (c) in the case of paragraph (v) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement.

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Bond Trustee, the Calculation Agent and the Agents. For the avoidance of doubt, neither the Bond Trustee, the Calculation Agent nor the Agents shall have any responsibility for making such determination;

“business day” means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Calculation Agent;

“Independent Adviser” means an independent financial institution of international repute or an independent financial adviser with appropriate experience in international debt capital markets appointed by the Issuer under Condition 7(a) (*Independent Adviser*);

“Original Reference Rate” means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Bonds;

“Relevant Nominating Body” means, in respect of a benchmark or screen rate (as applicable):

- (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof; and

“Successor Rate” means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

8. Redemption, Purchase and Cancellation

(a) *Final Redemption*

If the Bonds of a Tranche have not previously been redeemed in full, or purchased and cancelled, the Bonds of such Tranche will be finally redeemed at the then Principal Amount Outstanding plus accrued but unpaid interest on the Final Maturity Date specified in the relevant Final Terms or Pricing Supplement for such Tranche.

(b) *Optional Redemption*

Subject as provided below and provided that no Default is then outstanding, upon giving not more than 60 nor less than 15 days' prior written notice (which notice shall be irrevocable) to the Bond Trustee, the Secured Creditors and the Bondholders, the Issuer may (prior to the Final Maturity Date) redeem the Bonds in whole or in part (but on a *pro rata* basis only) on any Business Day (in respect of Fixed Rate Bonds) or any Interest Payment Date (in respect of Floating Rate Bonds) at their Redemption Amount, as follows:

- (i) in respect of Floating Rate Bonds denominated in any currency, the Redemption Amount will, unless otherwise specified in the relevant Final Terms or Pricing Supplement, be the Principal Amount Outstanding plus any premium for early redemption in certain years (as specified in the relevant Final Terms or Pricing Supplement) plus any accrued but unpaid interest on the Principal Amount Outstanding;
- (ii) in respect of Fixed Rate Bonds denominated in euro, the Redemption Amount will, unless specified to be the Alternative Redemption Amount or the Modified Redemption Amount or as otherwise specified in the relevant Final Terms or Pricing Supplement, be an amount equal to the higher of: (A) their Principal Amount Outstanding and (B) the present value at the Reference Date (as defined below) of: (I) their Principal Amount Outstanding; plus (II) all required interest payments due on the Bonds (excluding accrued but unpaid interest to the date on which the Bonds are to be redeemed (the "**Redemption Date**")), computed using a discount rate equal to the Bund Rate as at the Reference Date, plus accrued but unpaid interest to the Redemption Date.

For the purposes of this Condition 8(b)(i), "**Bund Rate**" means, with respect to any Reference Date, the rate per annum equal to the equivalent yield to maturity as at such date of the Comparable German Bund Issue, assuming a price for the Comparable German Bund Issue (expressed as a percentage of its principal amount) equal to the Comparable German Bund Price on such date of determination; "**Comparable German Bund Issue**" means the German Bundesanleihe security specified in the relevant Final Terms or Pricing Supplement or, if no such security is specified or the specified security is no longer in issue, the German Bundesanleihe security selected by any Reference German Bund Dealer as having a fixed maturity most nearly equal to the period from such Reference Date to the Redemption Date and that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of euro-denominated corporate debt securities in a principal amount approximately equal to the then Principal Amount Outstanding of the Bonds and of a maturity most nearly equal to the Redemption Date provided, however, that if the period from such Redemption Date to the Final Maturity Date is less than one year, a fixed maturity of one year shall be used; "**Comparable German Bund Price**" means, with respect to any relevant date, the average of all Reference German Bund Dealer Quotations for such date (which, in any event, must include at least two such quotations), after excluding the highest and lowest such Reference German Bund Dealer Quotations or, if the Financial Adviser obtains fewer than four such Reference German Bund Dealer Quotations, the average of all such quotations; "**Financial Adviser**" means an internationally recognised investment bank in Frankfurt acting as a financial adviser (selected by the Issuer and notified in writing to the Bond Trustee, and shall exclude any affiliate of the Security Group and the Sponsors); "**Reference Date**" means the date which is three Business Days prior to the dispatch of the notice of redemption under this Condition 8(b)(i); "**Reference German Bund Dealer**" means any dealer of German Bundesanleihe securities appointed by the Financial Adviser; and "**Reference German Bund Dealer Quotations**" means, with respect to each Reference German Bund Dealer and any relevant date, the average as determined by the Financial Adviser of the bid and offered prices for the Comparable German Bund Issue (expressed in each case as a percentage of its principal amount) quoted in writing

to the Financial Adviser by such Reference German Bund Dealer at or about 3.30 p.m. (Frankfurt, Germany time) on the Reference Date;

- (iii) In respect of Fixed Rate Bonds denominated in U.S. dollars, the Redemption Amount will, unless specified to be the Modified Redemption Amount or as otherwise specified in the relevant Final Terms or Pricing Supplement, be an amount equal to the Principal Amount Outstanding of such Fixed Rate Bonds plus the accrued but unpaid interest on the Principal Amount Outstanding, plus the greater of: (A) 1 per cent. of the Principal Amount Outstanding; and (B) the excess of: (I) the present value at such Optional Redemption Date (as defined in the Final Terms or Pricing Supplement) of the redemption price of the Bonds at the Redemption Date, plus all required interest payments, that would otherwise be due to be paid on the Bonds during the period between such Optional Redemption Date and the Final Maturity Date, excluding accrued but unpaid interest, computed using a discount rate equal to the Treasury Rate (as defined below) at such Optional Redemption Date plus 50 basis points; over (II) the Principal Amount Outstanding on such Optional Redemption Date.

“Comparable Treasury Issue” means the United States Treasury security specified in the relevant Final Terms or Pricing Supplement or, if no such security is specified, the United States Treasury security selected by any Reference Treasury Dealer as having a maturity comparable to the remaining term of the Bonds from the Optional Redemption Date to the Redemption Date, that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a maturity most nearly equal to the Redemption Date;

“Comparable Treasury Price” means, with respect to any redemption date, if paragraph (i) above of the definition of **“Treasury Rate”** is applicable, the average of all Reference Treasury Dealer Quotations for such date (which, in any event, must include at least two such quotations), after excluding the highest and lowest such Reference Treasury Dealer Quotations, or if the Issuer obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations;

“Federal Reserve System” means the central banking system of the United States;

“Reference Treasury Dealer” means any primary U.S. government securities dealer appointed by the Issuer; and

“Reference Treasury Dealer Quotations” means with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Issuer, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Issuer by such Reference Treasury Dealer at 5.00 p.m., New York City time, on the third Business Day immediately preceding such redemption date.

“Treasury Rate” means, with respect to any Optional Redemption Date: (1) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated “H.15(519)” or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption “Treasury Constant Maturities”, for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the Redemption Date, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month); or (2) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such

redemption date, in each case calculated on the third Business Day immediately preceding the redemption date.

- (iv) In respect of Fixed Rate Bonds denominated in Sterling, the Redemption Amount will, unless an Alternative Redemption Amount or Modified Redemption Amount or as otherwise specified in the relevant Final Terms or Pricing Supplement, be an amount equal to the higher of: (a) their Principal Amount Outstanding; and (B) the price determined to be appropriate by an internationally recognised investment bank based in London acting as financial adviser (selected by the Issuer and notified in writing to the Bond Trustee) as being the price at which the Gross Redemption Yield (as defined below) on such Bonds on the Reference Date (as defined below) is equal to the Gross Redemption Yield at 3.00 p.m. (London time) on the Reference Date on the Reference Gilt (as defined below) while that stock is in issue, and thereafter such UK government stock as the Issuer may, with the advice of three persons operating in the gilt-edged market (selected by the Issuer and notified in writing to the Bond Trustee) determine to be appropriate, plus accrued but unpaid interest on the Principal Amount Outstanding.

For the purposes of this Condition 8(b)(iv), “**Gross Redemption Yield**” means a yield expressed as a percentage and calculated on a basis consistent with the basis indicated by the United Kingdom Debt Management Office publication “Formulae for Calculating Gilt Prices from Yields” published on 8 June 1998 with effect from 1 November 1998 and updated on 16 March 2005, page 5 or any replacement thereof and, for the purposes of such calculation, the date of redemption of the relevant Fixed Rate Bonds shall be the Final Maturity Date; “**Reference Date**” means the date which is two Business Days prior to the despatch of the notice of redemption under this Condition 8(b) (*Optional Redemption*); and “**Reference Gilt**” means the treasury stock specified in the relevant Final Terms or Pricing Supplement or, if no such security is specified, the Treasury stock whose modified duration most closely matches that of the Bonds on the Reference Date with the advice of three persons operating in the gilt-edged market (selected by the Issuer and notified in writing to the Bond Trustee).

- (v) For the purposes of this Condition 8(b) (*Optional Redemption*), the “**Alternative Redemption Amount**” is the amount specified as such in the relevant Final Terms or Pricing Supplement (if any); and the “**Modified Redemption Amount**” if specified as applicable in the relevant Final Terms or Pricing Supplement (unless otherwise specified in the Final Terms or Pricing Supplement, as the case may be) will be an amount equal to the higher of: (A) the Principal Amount Outstanding of the relevant Bonds or the relevant portion thereof available for redemption; and (B) in the case of Fixed Rate Bonds denominated in Sterling an amount calculated by multiplying the Principal Amount Outstanding of such Bonds or the relevant portion thereof available for redemption by that price (expressed as a percentage) (as reported in writing to the Issuer and the Bond Trustee by an internationally recognised investment bank acting as a financial adviser nominated by the Issuer and notified in writing to the Bond Trustee) (and rounded to three decimal places (0.0005 being rounded upwards)) at which the Gross Redemption Yield on the Bonds on the Reference Date is equal to the Redemption Rate OR (in the case of Fixed Rate Bonds denominated in euro) at the Redemption Amount calculated in accordance with paragraph (b)(i) provided that the reference in such calculation to the Bund Rate shall be construed as a reference to the Redemption Rate OR (in the case of Fixed Rate Bonds denominated in a currency other than Sterling or Euro) the Alternative Redemption Amount calculated in accordance with the relevant Final Terms, plus, in each case, accrued but unpaid interest on the Principal Amount Outstanding or the relevant portion thereof available for redemption to (but excluding) the date of redemption; “**Redemption Rate**” means the sum of the Relevant Swap Mid Curve Rate and 0.40 per cent. per annum (or such other percentage specified in the relevant Final Terms or Pricing Supplement (as the case may be)) or, if the Relevant Swap Mid Curve Rate is not able to be determined, the sum of such rate as may be specified by an internationally recognised investment bank acting as a

financial adviser nominated by the Issuer and notified in writing to the Bond Trustee and 0.40 per cent. per annum (or such other percentage specified in the relevant Final Terms or Pricing Supplement (as the case may be)); “**Gross Redemption Yield**” has the meaning given to it (in the case of Fixed Rate Bonds) in Condition 8(b)(iv); “**Relevant Swap Mid Curve Rate**” means the mid-point of the bid-side and offer-side rates for the fixed leg of a hypothetical interest rate swap with a notional profile equal to the interest profile applicable to the relevant Tranche of Bonds to be redeemed to (but excluding) the Final Maturity Date, with the same payment dates as the relevant Bonds, against a floating leg of the Relevant Interest Rate, with no spread, where such hypothetical interest rate swap is between two fully collateralised market counterparties (the Relevant Swap Mid Curve Rate shall be determined by an internationally recognised investment bank acting as financial adviser (nominated by the Issuer and notified in writing to the Bond Trustee) using its standard valuation methodology (as at the date of calculation) **as at** or about the time for determining interest rate quotations in the currency of the relevant Bonds in accordance with market practice on the Reference Date); and “**Relevant Interest Rate**” means the rate of interest for deposits in the currency of the relevant Bonds and of a duration equal to the length of the Interest Period (other than the first or last Interest Period, if different) of the relevant Bonds as determined **as at** or about the time for determining interest rate quotations in the currency of the relevant Bonds in accordance with market practice on the Reference Date by reference to the Reuters screen (if the relevant Bonds are denominated in Sterling or U.S. dollars) LIBOR01, (if the relevant Bonds are denominated in euro) EURIBOR01, or (if the relevant Bonds are denominated in a currency other than Sterling or euro) specified in the relevant Final Terms or, in each case, such other page as may replace such page or, if that service ceases to display such information, such page as displays such information on such service as may replace the Reuters screen.

- (vi) In respect of any Bonds denominated in Euro which the Issuer notifies to the relevant Bondholders that it will redeem in accordance with this Condition 8(b)(vi) on any Business Day falling within the three months prior to the relevant Final Maturity Date of those Bonds and which are indicated in the relevant Final Terms or Pricing Supplement, as the case may be, to be applicable (such, the “**Par-Call Option**”), the Redemption Amount will, unless otherwise specified in the relevant Final Terms or Pricing Supplement, be the Principal Amount Outstanding plus any accrued but unpaid interest on the Principal Amount Outstanding.

In any case, prior to giving any such notice, the Issuer must certify (as further specified in the Finance Documents) to the Bond Trustee that it will have the funds, not subject to any interest (other than under the Security) of any other person, required to redeem the Bonds as aforesaid and the Bond Trustee shall be entitled to rely on such certificate without liability to any person.

In the case of a partial redemption of a Tranche of Bonds represented by a Global Bond (as defined in the Bond Trust Deed) pursuant to this Condition, the Bonds to be redeemed (the “**Redeemed Bonds**”) will be selected in accordance with the rules and procedures of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion), not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the “**Selection Date**”). In the case of Redeemed Bonds in definitive form, a list of the serial numbers of such Redeemed Bonds will be published in accordance with Condition 17 (*Notices*) not less than 15 days (or such shorter period as is specified in the applicable Final Terms or Pricing Supplement) prior to the date fixed for redemption. No exchange of the relevant Global Bond will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 8(b) (*Optional Redemption*) and notice to that effect shall be given by the Issuer to the Bondholders in accordance with Condition 17 (*Notices*) at least five days (or such shorter period as is specified in the applicable Final Terms or Pricing Supplement) prior to the Selection Date.

(c) *Issuer Residual Call*

- (i) If Issuer Residual Call is specified as being applicable in the applicable Final Terms or Pricing Supplement and, at any time, the outstanding aggregate nominal amount of the Bonds is 20 per cent. or less of the aggregate nominal amount of the Series issued, the Bonds may be redeemed at the option of the Issuer in whole, but not in part, at any time, (if the Floating Rate Bond Provisions are specified in the relevant Final Terms or Pricing Supplement as not being applicable) or on any Interest Payment Date (if the Floating Rate Bond Provisions are specified in the relevant Final Terms or Pricing Supplement as being applicable), on giving not less than 30 nor more than 60 days' notice (or such other period of notice as is specified in the relevant Final Terms or Pricing Supplement) to the Bondholders in accordance with Condition 17 (*Notices*) and the Bond Trustee (which notice shall be irrevocable and shall specify the date fixed for redemption) at the Residual Call Early Redemption Amount together, if appropriate, with interest accrued to (but excluding) the date of redemption.

(d) *Redemption for Taxation Reasons and Illegality*

If at any time the Issuer satisfies the Bond Trustee that:

- (i) either (I) the Issuer or (II) the Guarantors would be unable for reasons outside of their control to procure payment by the Issuer and in making payment itself or themselves (in each case), would become obliged to deduct or withhold from any payment of interest or principal in respect of the Bonds (other than in respect of default interest), any amount for or on account of Taxes as a result of any change in or amendment to laws or regulations or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction) which changes become effective after the Initial Issue Date;
- (ii) by reason of a change in law (or the application or official interpretation thereof), which change becomes effective on or after the Initial Issue Date that an Issuer Hedge Counterparty would be entitled to terminate a Hedging Agreement in accordance with its terms as a result of the Issuer or the Issuer Hedge Counterparty being required to make any withholding or deduction for or on account of any Taxes from payments in respect of an Issuer Hedging Agreement; or
- (iii) by reason of a change after the Establishment Date in the tax treatment of the Issuer or any other member of the Obligor Group in respect of the deductibility for tax purposes of interest paid by the Issuer or another Obligor where the change in such treatment adversely affects the amount of such payments which may be deducted by the Issuer or another Obligor, provided that such change is not the result of an action (or inaction) by the Issuer or any other member of the Obligor Group,

then the Issuer (or as the case may be, a Guarantor) may, in order to avoid the relevant deductions, withholding or illegality but is not obliged to: (I) use its reasonable endeavours to arrange the substitution of a company incorporated under the laws of another jurisdiction approved by the Bond Trustee as principal debtor under the Bonds upon satisfying the conditions for substitution of the Issuer as set out in Condition 15 (*Passing of resolutions by Bondholders, Modification, Waiver and Substitution*); or (II) convert any Bearer Bonds into Registered Bonds in accordance with Condition 2(a) (*Exchange of Bonds*) if such conversion will be effective to avoid the relevant deduction or withholding or illegality. If the Issuer (or as the case may be, the Guarantor) elects not to seek to avoid the relevant deductions, or is unable to arrange a substitution as described above having used reasonable endeavours to do so or a conversion of Bearer Bonds to Registered Bonds would not prevent any withholding or deduction or illegality and, as a result, the relevant deduction or withholding or illegality is continuing then the Issuer may, upon giving not more than 15 nor less than five Business Days' prior written notice to the Bond Trustee, the Guarantors, the Secured Creditors and the Bondholders in accordance with Condition 17 (*Notices*), redeem all (but not some only) of the affected Tranche of Bonds on any Interest Payment Date at (1) their Principal Amount

Outstanding plus accrued but unpaid interest thereon or (2) in respect of a redemption as a result of the occurrence of the circumstances set out in paragraph (iii) above where such change in deductibility is in respect of interest payable by the Issuer or any Obligor under any Subordinated Liabilities, the amount for the affected Tranche of Bonds in respect of a redemption to which Condition 8(b) (*Optional Redemption*) would apply (irrespective of whether the Final Terms or Pricing Supplement provides that such Condition applies in respect of the affected Tranche of Bonds). Before giving any such notice of redemption, the Issuer (or the Guarantors, as the case may be) shall provide to the Bond Trustee a certificate signed by a director of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem set out in this Condition have been satisfied (together with evidence satisfactory to the Bond Trustee that such conditions have been satisfied, including such opinions as the Bond Trustee may require). Upon the expiry of any such notice as is referred to above, the Issuer shall be bound to redeem the Bonds in accordance with this Condition 8(d).

The Bond Trustee shall be entitled to accept and rely without further enquiry on any certificate referred to in this Condition 8(d) as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event they shall be conclusive and binding on the Bondholders and the Couponholders.

(e) *Mandatory redemption upon application of amounts standing to the credit of the Defeasance Account*

Subject as provided below and to the Common Terms Agreement, and provided that no Default is then outstanding, upon giving not more than 60 nor less than 15 days' prior written notice (which notice shall be irrevocable) to the Bond Trustee, the Secured Creditors and the Bondholders, the Issuer may (prior to the Final Maturity Date) apply amounts standing to the credit of the Defeasance Account to redeem Bonds in whole or in part (but on a *pro rata* basis only) on any Interest Payment Date at their Redemption Amount, and the terms of Condition 8(e) (*Mandatory redemption upon application of amounts standing to the credit of the Defeasance Account*) shall apply as if such redemption was an Optional Redemption.

(f) *Purchase of Bonds*

Each of the Issuer, a nominee of the Issuer or any other Obligor or a Subsidiary of any Obligor may, provided that no Potential Event of Default or Event of Default has occurred and is continuing, purchase Bonds (together with all unmaturing Coupons and unexchanged Talons (if any) appertaining thereto) in the open market or otherwise (but not, for the avoidance of doubt, in any initial distribution of Bonds) at any price (without any obligation to surrender such Bonds for cancellation other than as set out in Condition 8(g) (*Cancellation*)) and, to the extent that such Bonds have not been cancelled, may resell them in the open market or otherwise at any price.

Any Bond purchased by the Issuer, any other Obligor or a Subsidiary of an Obligor shall, for so long as it is held by it (or on its behalf), cease to have voting rights and be excluded from any quorum or voting calculations set out in the Conditions.

While the Bonds are represented by a Global Bond, the relevant Global Bond will be endorsed to reflect the Principal Amount Outstanding of Bonds to be so redeemed or purchased.

(g) *Cancellation*

Any Bearer Bonds or Registered Bonds which are: (i) redeemed by the Issuer; (ii) purchased or held by or on behalf of the Issuer or any other person specified in Condition 8(f) (*Purchase of Bonds*) following an Event of Default; or (iii) purchased by or on behalf of the Issuer or an Obligor shall, in each case, be surrendered to or to the order of the Principal Paying Agent or the Registrar, as the case may be, for cancellation and, if so surrendered, will, together with all Bonds redeemed by the Issuer, be cancelled forthwith (together with, in the case of Bearer Bonds, all unmaturing Coupons and unexchanged Talons attached thereto or surrendered

therewith). Any Bonds so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Bonds shall be discharged.

9. Payments

(a) *Bearer Bonds*

Payments to the Bondholders of principal (or, as the case may be, Redemption Amounts or other amounts payable on redemption) and interest (or, as the case may be, Interest Amounts) in respect of Bearer Bonds will, subject as mentioned below, be made against presentation and surrender of the relevant Bonds (in the case of payments of principal and, in the case of interest, as specified in Condition 9(f) (*Unmatured Coupons and Unexchanged Talons*)) or Coupons (in the case of interest, save as specified in Condition 9(f) (*Unmatured Coupons and Unexchanged Talons*)), as the case may be, at the specified office of any Paying Agent outside the United States of America by transfer to an account denominated in the currency in which such payment is due with, or (in the case of Bonds in definitive form only) a cheque payable in that currency drawn on, a bank in: (i) the principal financial centre of that currency provided that such currency is not euro; or (ii) the principal financial centre of any Participating Member State if that currency is euro.

No payment of principal and/or interest in respect of a Bearer Bond with an original maturity of more than one year will be made by a transfer of funds into an account maintained by the payee in the United States or by mailing a cheque to an address in the United States, except as provided in Condition 9(c) (*Payments in the United States of America*).

(b) *Registered Bonds*

Payments of principal (or, as the case may be, Redemption Amounts) in respect of Registered Bonds will be made to the holder (or the first named of joint holders) of such Bond against presentation and surrender of the relevant Registered Bond at the specified office of the Registrar and in the manner provided in Condition 9(a) (*Bearer Bonds*).

Interest (or, as the case may be, Interest Amounts) on Registered Bonds payable on any Interest Payment Date will be paid to the holder (or the first named if joint holders) on the 15th day before the due date for payment thereof (the “**Record Date**”). Payment of interest or Interest Amounts on each Registered Bond will be made in the currency in which such payment is due by cheque drawn on a bank in: (i) the principal financial centre of the country of the currency concerned, provided that such currency is not euro; or (ii) the principal financial centre of any Participating Member State if that currency is Euro and mailed to the holder (or to the first named of joint holders) of such Bond at its address appearing in the Register. Upon application by the Bondholder to the specified office of the Registrar before the relevant Record Date, such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a bank in: (A) the principal financial centre of the country of that currency provided that such currency is not euro or (B) the principal financial centre of any Participating Member State if that currency is euro.

A record of each payment so made will be endorsed on the schedule to the Global Bond by or on behalf of the Principal Paying Agent or the Registrar, as the case may be, which endorsement shall be *prima facie* evidence that such payment has been made.

(c) *Payments in the United States of America*

Notwithstanding the foregoing, if any Bearer Bonds are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if:

- (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States of America with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Bonds in the manner provided above when due;

- (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts; and
 - (iii) such payment is then permitted by the law of the United States of America, without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.
- (d) *Payments subject to fiscal laws; payments on Global Bonds and Registered Bonds*

All payments in respect of the Bonds will be subject in all cases to: (i) any fiscal or other laws and regulations applicable thereto in the place of payment; and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “Code”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 10 (*Taxation*)) any law implementing an intergovernmental approach thereto. No commission or expenses shall be charged to the Bondholders or Couponholders (if any) in respect of such payments.

The holder of a Global Bond shall be the only person entitled to receive payments of principal (or Redemption Amounts) and interest (or Interest Amounts) on the Global Bond and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Bond in respect of each amount paid.

- (e) *Appointment of the Agents*

The Agents appointed by the Issuer (and their respective specified offices) are listed in the Agency Agreement. Any Calculation Agent will be listed in the relevant Final Terms or Pricing Supplement and will be appointed pursuant to a Calculation Agency Agreement. The Agents act solely as agents of the Issuer (and, in the circumstances set out in the Agency Agreement, the Bond Trustee) and do not assume any obligation or relationship of agency or trust for or with any holder. The Issuer reserves the right, with the prior written consent of the Bond Trustee, at any time to vary or terminate the appointment of any Agent, and to appoint additional or other Agents, provided that the Issuer will at all times maintain: (i) a Principal Paying Agent (in the case of Bearer Bonds); (ii) a Registrar (in the case of Registered Bonds); (iii) an Agent Bank or Calculation Agent (as specified in the relevant Final Terms or Pricing Supplement)(in the case of the Floating Rate Bonds); (iv) there will at all times be a Paying Agent in a jurisdiction, other than the jurisdiction in which the Issuer or the Guarantors is incorporated; and (v) if and for so long as the Bonds are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent, Transfer Agent or Registrar in any particular place, a Paying Agent, Transfer Agent and/or Registrar, as applicable, having its specified office in the place required by such listing authority, stock exchange and/or quotation system, which, while any Bonds are admitted to the Official List of the FCA and/or admitted to trading on the London Stock Exchange, shall be London. Notice of any such variation, termination or appointment will be given in accordance with Condition 17 (*Notices*).

- (f) *Unmatured Coupons and Unexchanged Talons*

- (i) Subject to the provisions of the relevant Final Terms or Pricing Supplement, upon the due date for redemption of any Bond which is a Bearer Bond (other than a Fixed Rate Bond, unless it has all unmatured Coupons attached), unmatured Coupons relating to such Bond (whether or not attached) shall become void and no payment shall be made in respect of them.
- (ii) Upon the date for redemption of any Bond, any unmatured Talon relating to such Bond (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (iii) Where any Bond, which is a Bearer Bond and is a Fixed Rate Bond, is presented for redemption without all unmatured Coupons and any unexchanged Talon relating to it,

a sum equal to the aggregate amount of the missing unmatured Coupons will be deducted from the amount of principal due for payment and, redemption shall be made only against the provision of such indemnity as the Issuer may require.

- (iv) If the due date for redemption of any Bond is not an Interest Payment Date, interest accrued from the preceding Interest Payment Date or the Interest Commencement Date, as the case may be, or the Interest Amount payable on such date for redemption shall only be payable against presentation (and surrender if appropriate) of the relevant Bond and Coupon.

(g) *Payment Business Days*

- (i) Bearer Bonds: If the due date for payment of any amount in respect of any Bearer Bond or Coupon is not a Payment Business Day in the place of presentation, the holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.
- (ii) Registered Bonds: Where payment is to be made by transfer to an account, payment instructions (for value the due date, or, if the due date is not Payment Business Day, for value the next succeeding Payment Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed: (a) (in the case of payments of principal and interest payable on redemption) on the later of the due date for payment and the day on which the relevant Bond is surrendered (or, in the case of part payment only, endorsed) at the specified office of a Paying Agent; and (B) (in the case of payments of interest payable other than on redemption) on the due date for payment. A Holder of a Registered Bond shall not be entitled to any interest or other payment in respect of any delay in payment resulting from (A) the due date for a payment not being a Payment Business Day or (B) a cheque mailed in accordance with this Condition 9(g) (*Payment Business Days*) arriving after the due date for payment or being lost in the mail.

(h) *Talons*

On or after the Interest Payment Date for the final Coupon forming part of a coupon sheet issued in respect of any Bond, the Talon forming part of such coupon sheet may be surrendered at the specified office of any Paying Agent in exchange for a further coupon sheet (and if necessary another Talon for a further coupon sheet) (but excluding any Coupons which may have become void pursuant to Condition 13 (*Prescription*)).

10. Taxation

All payments in respect of the Bonds and Coupons will be made (whether by the Issuer, a Guarantor, any Paying Agent, the Registrar or the Bond Trustee) free and clear of, and without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or charges of whatsoever nature unless such withholding or deduction is required by law.

In that event, the Issuer or, as the case may be, the Guarantors will pay such additional amounts (the “**Additional Amounts**”) as may be necessary to ensure that the net amount received by each Bondholder and Couponholder after such withholding or deduction (including any withholding or deduction in respect of any Additional Amounts) shall not be less than the amount the Bondholder or Couponholder, as the case may be, would have received in the absence of such withholding or deduction.

The Issuer shall not, however, pay Additional Amounts in respect of any Bond or Coupon:

- (i) presented for payment in any of Finland, The Netherlands or Luxembourg; or

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

As used herein:

“Tax Jurisdiction” means Finland or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by the Issuer) or The Netherlands, Finland or Luxembourg or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by the Guarantors).

“Relevant Date” means the date on which such payment first becomes due, except that if the full amount of the moneys payable has not been duly received by the Bond Trustee or the Paying Agent on or prior to such due date, it means the date on which notice that the full amount of such moneys has been so received is duly given to the Bondholders in accordance with Condition 17 (*Notices*).

Any reference in these Conditions to any amounts in respect of the Bonds shall be deemed also to also refer to any Additional Amounts which may be payable under this Condition 10 (*Taxation*) or under any undertakings given in addition to, or in substitution for, this Condition 10 (*Taxation*) pursuant to the Bond Trust Deed.

11. Events of Default

The Events of Default (as defined in the Master Definitions Agreement) relating to the Bonds are set out in Schedule 4 (Events of Default) of the CTA.

(a) *Event of Default*

If an Event of Default as set out in Schedule 4 (Events of Default) of the CTA occurs and is continuing, the Security Trustee and the Secured Creditors, including the Bondholders, may take action in relation to enforcement subject to, and in accordance with, the STID (including subject to the Standstill Provisions set out in Clause 20 of the STID).

(b) *Confirmation of no Event of Default*

The Security Group Agent (on behalf of the Obligors), shall provide written confirmation to the Security Trustee and the Bond Trustee, on a semi-annual basis (and at any other time on request by the Bond Trustee), that no Event of Default, Potential Event of Default or Trigger Event has occurred pursuant to the terms of the CTA (which obligation to provide confirmation may be satisfied by the delivery of the Compliance Certificate pursuant to the CTA).

(c) *Consequences of the service of Enforcement Notices and taking of Enforcement Action*

Upon the taking of Enforcement Action as described in Clause 21 (Enforcement) of the STID, the whole of the Security shall become enforceable by the Security Trustee in accordance with the STID.

Upon the service of an Acceleration Notice in accordance with the STID, the Bond Trustee at its discretion may, and if so requested by holders of at least 25 per cent. in principal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution shall, subject in each case to its being indemnified and/or secured and/or prefunded to its satisfaction, give notice to the Issuer that the Bonds are, and they shall immediately become due and repayable at their Principal Amount Outstanding plus accrued but unpaid interest.

12. Enforcement Against Issuer

No Bondholder, Couponholder or other Secured Creditor is entitled to take any action against the Issuer or any other member of the Obligor Group or against any assets of the Issuer or any other member of the Obligor Group to enforce its rights in respect of the Bonds or to enforce any of the Security unless the Bond Trustee or, as the case may be, the Security Trustee, having become bound so to proceed, fails or neglects to do so within a reasonable period and such failure or neglect is continuing. The Security Trustee shall, subject to its being indemnified and/or secured and/or pre-funded to its satisfaction against all fees, costs, expenses, liabilities, claims and demands to which it may thereby become liable or which it may incur by so doing: (a) at its discretion; or (b) upon being so directed by the Qualifying Secured Creditors together holding or representing the requisite percentage of the Qualifying Secured Debt as provided under the STID, give notice to the Issuer to enforce the Security in accordance with the STID and the Security Documents.

None of the Bond Trustee, the Security Trustee, the Bondholders, the Couponholders or the other Secured Creditors may institute against, or join any person in instituting against, the Issuer or any other member of the Obligor Group any bankruptcy, winding up, reorganisation, arrangement, insolvency or liquidation proceeding (except for the taking of any enforcement action under the STID including the appointment of a Receiver pursuant to the terms of the Security Documents and STID) or other proceeding under any similar law for so long as any Bonds are outstanding or otherwise than in accordance with the STID.

13. Prescription

Claims against the Issuer and the Guarantors for payment in respect of the Bonds or Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within ten years (in the case of principal) or five years (in the case of interest) from the appropriate Bond Relevant Date (as defined in Condition 22 (*Definitions*)) in respect thereof.

14. Replacement of Bonds, Coupons and Talons

If any Bearer Bond, Registered Bond, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed it may be replaced, subject to applicable laws and requirements of the Stock Exchange (in the case of listed Bonds) (and each other listing authority, stock exchange and or quotation system upon which the relevant Bonds have then been admitted to listing, trading and/or quotation), at the specified office of the Principal Paying Agent or, as the case may be, the Registrar upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may require. Mutilated or defaced Bonds, Coupons or Talons must be surrendered before replacements will be issued.

15. Passing of resolutions by Bondholders, Modification, Waiver and Substitution

(a) *Passing of resolutions by Bondholders, Modifications and Waiver*

If the procedures of the relevant clearing systems through which the Bonds are cleared and/or relevant applicable laws and/or regulations permit the use of direct voting mechanics (as described below), no physical meetings will be required in respect of any Voting Matter and a Bondholder may only Vote in respect of any Voting Matter by means of a Block Voting Instruction. However, the Bond Trustee may, without the consent of the Issuer or the Bondholders, prescribe such further regulations regarding voting by the Bondholders in respect of all Voting Matters except STID Proposals as the Bond Trustee may in its sole discretion think fit, including the calling of one or more meetings of Bondholders in order to approve any resolution to be put to the Bondholders where the Bond Trustee, in its sole discretion, considers it to be appropriate to hold a meeting.

In respect of any STID Proposal:

- (i) each Bondholder may only vote on such STID Proposal by Electronic Consent or by way of Block Voting Instruction and each Bondholder shall have one vote in respect

of each €1 (or its equivalent expressed in Euro on the basis of the Exchange Rate) of the Outstanding Principal Amount of Bonds held or represented by it;

- (ii) provided Electronic Consent is not applicable, each Bondholder must vote on or prior to the time specified by the Principal Paying Agent or, as the case may be, Registrar and/or relevant clearing system in order to enable the Principal Paying Agent or, as the case may be, a Paying Agent or the Registrar to issue a Block Voting Instruction on the Voting Date, provided that if a Bondholder does not vote in sufficient time to allow the Principal Paying Agent, or, as the case may be, a Paying Agent or the Registrar to issue a Block Voting Instruction in respect of its Bonds prior to the end of the Voting Period, the Votes of such Bondholder may not be counted;
- (iii) in respect of such STID Proposal, the Bond Trustee shall vote as the Secured Creditor Representative of the Bondholders in respect of each Tranche of Bonds then outstanding by notifying the Security Trustee and the Issuer, in accordance with the STID promptly following the receipt by it of such Votes (and in any case not later than the Business Day following receipt of each such Vote), of each Vote comprised in a Block Voting Instruction received by it from a Paying Agent or the Registrar on or prior to the Voting Date (or, if earlier the relevant Voting Closure Date); and
- (iv) such STID Proposal duly approved by the Qualifying Secured Creditors in accordance with the STID shall be binding on all Bondholders and Couponholders (subject as provided in the STID). The Issuer shall, following receipt by the Issuer and the Bond Trustee of the result of any vote in respect of such STID Proposal, promptly notify the Bondholders in accordance with Condition 17 (*Notices*).

In respect of (a) an STID Proposal that gives rise to an Entrenched Right in respect of which the Bondholders are an Affected Secured Creditor (an “**Entrenched Right STID Proposal**”); and (b) any Voting Matter which is not a STID Proposal (an “**Other Voting Matter**”):

- (v) the Issuer or the Bond Trustee may at any time, and the Bond Trustee must, subject to its being indemnified and/or secured and/or prefunded to its satisfaction, if (a) it receives an Entrenched Right STID Proposal; or (b) directed to do so by Bondholders representing not less than 10 per cent. of the Principal Amount Outstanding of the Bonds, request that such Voting Matter be considered by the Bondholders. The Issuer or the Bond Trustee shall send a notice (a “**Voting Notice**”) to the Bondholders of each affected Tranche of Bonds, specifying the Voting Date (which shall initially be set with at least 21 clear days’ notice) and Voting Matter(s) including the terms of any resolution to be proposed;
- (vi) each Bondholder shall have one vote in respect of each €1 (or its equivalent expressed in Euro on the basis of the Exchange Rate) of Principal Amount Outstanding of the Bonds held or represented by it;
- (vii) each Bondholder must vote prior to the close of business (London time) 24 hours prior to the Voting Date so that his votes can be included in a Block Voting Instruction which needs to be deposited at least 24 hours before the Voting Date; and
- (viii) on or before the Business Day immediately preceding the last day of the Decision Period, the Bond Trustee shall notify the Security Trustee, the Issuer and the Security Trustee in writing of whether or not the holders of each affected Tranche of Bonds then outstanding have passed an Extraordinary Resolution approving the relevant STID Proposal.

In order for an Extraordinary Resolution to be approved by the Bondholders (subject as provided below), two or more Bondholders representing 50 per cent. or more of the aggregate Principal Amount Outstanding of the Bonds for the time being outstanding, who for the time being are entitled to receive notice of an Other Voting Matter, need to participate in any initial

Vote, provided that in respect of any Voting Matter the business of which includes any of the following matters (each of which, a “**Basic Terms Modification**” and which shall only be capable of being effected after having been approved by an Extraordinary Resolution) namely:

- (i) to change any date fixed for payment of principal or interest in respect of any Tranche of Bonds, to reduce or cancel the amount of principal or interest payable on any date in respect of any Tranche of Bonds or (other than as specified in Condition 8 (*Redemption, Purchase and Cancellation*)) to alter the method of calculating the amount of any payment in respect of any Tranche of Bonds on redemption or maturity;
- (ii) to effect the exchange, conversion or substitution of any Tranche of Bonds for, or their conversion into, shares, notes or other obligations or securities of the Issuer or any other person or body corporate formed or to be formed;
- (iii) to change the currency in which amounts due in respect of any Tranche of Bonds are payable other than pursuant to redenomination into Euro pursuant to Condition 19 (*European Economic and Monetary Union*);
- (iv) to alter any of the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments insofar as such alteration would adversely affect any Tranche of Bonds;
- (v) to change the quorum required or the majority required to pass an Extraordinary Resolution; or
- (vi) to amend this definition or this Condition 15 (*Passing of resolutions by Bondholders, Modifications, Waiver and Substitution*),

two or more Bondholders representing 75 per cent. or more of the aggregate Principal Amount Outstanding of Bonds for the time being outstanding, who, for the time being are entitled to receive notice of such an Other Voting Matter, need to participate in any initial Vote.

The above percentage requirements of Bondholders who need to participate in a particular Other Voting Matter are referred to herein as the “**Extraordinary Quorum Requirements**”.

If, on a Voting Date, the Extraordinary Quorum Requirements are not satisfied for the transaction of any particular business then, subject and without prejudice to the transaction of the business (if any) for which the Extraordinary Quorum Requirements are satisfied, such Voting Date shall be postponed to the same day in the next week (or if such day is a public holiday the next succeeding business day) (an “**Adjourned Voting Date**”) except where an Extraordinary Resolution is to be proposed in which case the Adjourned Voting Date shall be a day (being a business day) during the period, being not less than seven clear days nor more than 14 clear days, subsequent to such Voting Date, and approved by the Bond Trustee. On any Adjourned Voting Date, one or more Votes (whatever the Principal Amount Outstanding of the Bonds then outstanding so held or represented by them) shall (subject as provided below) form a quorum and shall have the power to pass any Extraordinary Resolution or Ordinary Resolution and to decide upon all matters which could properly have been dealt with through the original Vote had the requisite Extraordinary Quorum Requirements been met, provided that on any Adjourned Voting Date the Extraordinary Quorum Requirements for the transaction of business comprising any of the matters specified to be a Basic Terms Modification shall be two or more Bondholders representing at least 25 per cent. of the aggregate Principal Amount Outstanding of the Bonds for the time being outstanding, who for the time being are entitled to receive notice of an Other Voting Matter, need to participate in such Vote.

Notice of any Adjourned Voting Date at which an Extraordinary Resolution is to be voted upon shall be given in the same manner as a Voting Notice but as if five days’ notice were substituted for 21 clear days’ notice discussed above (in respect of an Other Voting Matter) and such notice shall state the relevant quorum.

Any resolution approved by the Bondholders in accordance with the terms hereof shall be binding upon all the Bondholders whether or not voting and upon all relevant Couponholders and each of them shall be bound to give effect thereto accordingly and the approval of any such resolution shall be conclusive evidence that the circumstances justify the approval thereof. Notice of the result of the voting on any resolution duly approved by the Bondholders shall be published in accordance with Condition 17 (*Notices*) by the Principal Paying Agent or the Registrar, as applicable, on behalf of, and at the instruction of, the Issuer within seven days of such result being known, provided that the non-publication of such notice shall not invalidate such result.

If and whenever the Issuer shall have issued and have outstanding more than one Tranche of Bonds the foregoing provisions of this Condition shall have effect subject to the following modifications:

- (i) a resolution which in the opinion of the Bond Trustee affects only one Tranche of Bonds shall be deemed to have been duly approved if approved through a separate Vote of the holders of that Tranche of Bonds;
 - (ii) a resolution which in the opinion of the Bond Trustee affects holders of more than one Tranche of Bonds but does not give rise to a conflict of interest between the holders of any of the Tranches of Bonds so affected shall be deemed to have been duly approved if approved through a separate Vote of the holders of all the Tranches of the Bonds so affected;
 - (iii) a resolution which in the opinion of the Bond Trustee affects more than one Tranche of Bonds and gives or may give rise to a conflict of interest between the holders of one Tranche of Bonds so affected and the holders of another Tranche of Bonds shall be deemed to have been duly approved only if approved through separate Votes of the holders of each Tranche of Bonds;
 - (iv) in respect of all such approvals all the preceding provisions of this Condition shall apply mutatis mutandis as though references therein to Bonds and Bondholders were references to the Tranche of Bonds in question or to the holders of such Tranche of Bonds, as the case may be;
 - (v) no Extraordinary Resolution involving a Basic Terms Modification (other than where such Basic Terms Modification is of the kind specified in limb (a) of the definition thereof and where such Basic Terms Modification is passed by the holders of all affected Tranches of Bonds in accordance with (vi)) that is approved by the holders of one Tranche of Bonds shall be effective unless it is sanctioned by an Extraordinary Resolution of the holders of each of the other Tranches of Bonds (to the extent that there are Bonds outstanding in each such other Tranche); and
 - (vi) an Extraordinary Resolution involving a Basic Terms Modification of the kind specified in limb (a) of the definition thereof may be approved by the holders of all Tranches of Bonds adversely affected by such Basic Terms Modification (but need not be approved by the holders of Tranches of Bonds which are not affected thereby).
- (b) *Modification, waiver and substitution*

As set out in the Bond Trust Deed and the STID (and subject to the conditions and qualifications therein), the Bond Trustee may, without the consent of the Bondholders or (subject as provided below) any other Secured Creditor, concur with the Issuer, any other Obligor or any other relevant parties or direct the Security Trustee to concur with the Issuer, any other Obligor or any other relevant parties in making (i) any modification to the Bond Trust Deed, the Conditions, the Bonds, the Coupons or the Finance Documents (subject as provided in the STID in relation to any Common Documents) or other document to which it or the Security Trustee is a party or in respect of which the Security Trustee holds security if in the opinion of the Bond Trustee such modification is made to correct a manifest error or is of a formal, minor,

administrative or technical nature; or (ii) any modification (other than in respect of a Basic Terms Modification) to the Bond Trust Deed, the Conditions, the Bonds, the Coupons or any Finance Document (subject as provided in the STID in relation to any Common Documents) or other document to which the Bond Trustee or the Security Trustee is a party or in respect of which the Security Trustee holds security if the Bond Trustee or the Security Trustee (as the case may be) is of the opinion that such modification is not materially prejudicial to the interests of the holders of the Bonds then outstanding provided that to the extent such modification under paragraph (a)(ii) above relates to an Entrenched Right, each of the affected Secured Creditors has given its prior written consent or where any Bondholders are affected Secured Creditors, the holders of each Tranche of Bonds affected thereby have sanctioned such modification.

The Bond Trustee is authorised to execute and deliver on behalf of the Bondholders all documentation required to implement such modification and such execution by the Bond Trustee shall bind each of the Bondholders as if such documentation had been duly executed by it.

As more fully set out in the Bond Trust Deed and the STID (and subject to the conditions and qualifications therein), the Bond Trustee may, without the consent of the Bondholders (subject as provided below) or any other Secured Creditor and without prejudice to its rights in respect of any subsequent breach or Event of Default, from time to time and at any time but only if and in so far as in its opinion the interests of the holders of the Bonds then outstanding shall not be materially prejudiced thereby waive or authorise (or direct the Security Trustee to waive or authorise) any breach or proposed breach by the Issuer of any of the covenants or provisions contained in the Conditions or any Finance Document (subject always as provided in the STID) or other document to which the Bond Trustee or the Security Trustee is a party or in respect of which it holds security or determine that any event which would otherwise constitute an Event of Default shall not be treated as such for the purposes of the Bond Trust Deed, provided that to the extent such event, matter or thing relates to an Entrenched Right, each of the affected Secured Creditors has given its prior written consent and provided further that the Bond Trustee shall not exercise such powers in contravention of any express direction given by an Extraordinary Resolution or of a request in writing made by, holders of not less than one-quarter in aggregate of the principal amount of the Bonds then outstanding (but no such direction or request shall affect any waiver or authorisation previously given or made) or so as to authorise or waive any such proposed breach or breach relating to any Basic Terms Modification.

If, following the Establishment Date, the Issuer proposes to appoint an additional rating agency (the Additional Rating Agency) to assign a credit rating to the Bonds, the Bond Trustee shall, without the consent or sanction of the Bondholders, the Couponholders or any Secured Creditor (other than any Secured Creditor which is party to the relevant documents) and without liability therefor, agree to and make (and instruct the Security Trustee on behalf of the Bondholders to agree to and make) any modification proposed by the Issuer to the Bond Trust Deed, the Conditions, the Bonds, the Coupons and/or the other Finance Documents which the Issuer certifies to the Bond Trustee is necessary or desirable in order to give effect to the appointment of the Additional Rating Agency and the assignment of its initial credit rating to the Bonds, provided that S&P provides a rating confirmation that the then current rating of the Bonds will not be adversely affected by the proposed modifications.

The Bond Trustee shall, without the consent or sanction of any of the Bondholders and/or Couponholders of any class and (subject as provided below) any other Secured Creditor, concur with the Issuer, and/or direct the Security Trustee to concur with the Issuer, in making any modification to the Bonds and/or Coupons, the Conditions, these presents, the Security Documents and/or the other Finance Documents or giving its consent to any event, matter or thing that is requested by the Issuer in writing in order to comply with any criteria of the Rating Agencies which may be published after the Initial Issue Date and which modification(s) or consent(s) the Issuer certifies to the Bond Trustee and/or the Security Trustee (as applicable) in writing are required to avoid a downgrade, withdrawal or suspension of the then current ratings assigned by a Rating Agency to the Bonds provided that the provision of the STID relating to such modifications thereto shall apply.

The Bond Trustee shall, without the consent of any of the Bondholders or any other Secured Creditor, concur with the Issuer, and/or direct the Security Trustee to concur with the Issuer, in making any modifications to the Finance Documents and/or the Terms and Conditions of the Bonds that are requested by the Issuer in order to enable the Issuer and/or the Obligor solely to comply with any legal requirements which apply to it under Regulation (EU) 648/2012 (the “**European Market Infrastructures Regulation**” or “**EMIR**”), subject to receipt by the Bond Trustee and the Security Trustee of a certificate of the Issuer certifying to the Bond Trustee and the Security Trustee that the requested amendments are to be made solely for the purpose of enabling the Issuer and/or the Obligor to comply with its reporting, portfolio reconciliation and dispute resolution legal requirements under EMIR (and for no other purpose).

The Bond Trustee and the Security Trustee shall not be obliged to agree to any modification which, in the sole opinion of the Bond Trustee or the Security Trustee, as applicable, would have the effect of (a) exposing the Bond Trustee or the Security Trustee, as applicable, to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction; or (b) increasing the obligations or duties, or decreasing the protections, of the Bond Trustee or the Security Trustee, as applicable, in the Finance Documents and/or the Terms and Conditions of the Bonds.

Any such modification, waiver, authorisation or determination may be given or made on such terms and subject to such conditions (if any) as the Bond Trustee may determine and shall be binding on the Bondholders of each relevant Tranche and the holders of all relevant Coupons and the other Secured Creditors and notice thereof shall be given by the Issuer to the Bondholders as soon as practicable thereafter.

Notwithstanding that none of the Bond Trustee, the Security Trustee, the Bondholders or the other Secured Creditors may have any right of recourse against the Rating Agencies in respect of any Ratings Confirmation given by them and relied upon by the Bond Trustee or the Security Trustee, the Bond Trustee and the Security Trustee shall be entitled to assume, for the purposes of exercising any power, trust, authority, duty or discretion under or in relation to the Bonds or any Finance Document, that such exercise will not be materially prejudicial to the interests of the Bondholders if any of the Rating Agencies has provided a Ratings Confirmation. Without prejudice to the foregoing, the Bondholders are deemed to agree for the benefit of the Rating Agencies only that a credit rating is, however, an assessment of credit and does not address other matters that may be of relevance to Bondholders. The Bond Trustee and the Bondholders agree and acknowledge that being entitled to rely on the fact that any of the Rating Agencies has delivered a Ratings Confirmation does not impose or extend any actual or contingent liability for such Rating Agency to the Bond Trustee, the Bondholders, any other Secured Creditor or any other person or create any legal relations between such Rating Agency and the Bond Trustee, the Bondholders, any other Secured Creditor or any other person whether by way of contract or otherwise.

As more fully set forth in the Bond Trust Deed (and subject to the conditions and qualifications therein), the Bond Trustee may, without the consent of the Bondholders or any other Secured Creditor, also agree with the Issuer to the substitution of another corporation, being a holding company of the Issuer, any subsidiary of such holding company or any subsidiary of the Issuer, in place of the Issuer as principal debtor in respect of the Bond Trust Deed and the Bonds.

16. Bond Trustee Protections

(a) Trustee considerations

The Bond Trust Deed contains provisions for the indemnification of the Bond Trustee and for its relief from responsibility, including provisions relieving the Bond Trustee from taking action unless indemnified and/or secured and/or prefunded to its satisfaction.

Subject to Condition 16(b) (*Exercise of rights by Bond Trustee*), in connection with the exercise, under these Conditions, the Bond Trust Deed, any Issuer Transaction Document, of its rights, powers, trusts, authorities and discretions (including any modification, consent,

waiver or authorisation), the Bond Trustee shall, where it is required to have regard to the interests of the Bondholders, have regard to the general interests of the holders of the Bonds then outstanding (as a class) provided that, if, in the Bond Trustee's opinion, there is a conflict of interest between the holders of two or more Series or Tranches of Bonds, it shall have regard to the interests of the holders of the Series or Tranche (as the case may be) then outstanding with the greatest Principal Amount Outstanding and will not have regard to the consequences of such exercise for the holders of other Series or Tranches of Bonds or, in any event, have regard to the consequences for individual Bondholders, resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory. The Bond Trustee shall not be entitled to require from the Issuer, nor shall any Bondholders be entitled to claim from the Issuer, the Bond Trustee, any indemnification or other payment in respect of any consequence (including any tax consequence) for individual Bondholders of any such exercise.

(b) *Exercise of rights by Bond Trustee*

Subject as provided in these Conditions and the Bond Trust Deed, the Bond Trustee will exercise its rights under, or in relation to, the Bond Trust Deed, the Conditions, and any Issuer Transaction Documents in accordance with the directions of the relevant Bondholders, but the Bond Trustee shall not be bound to take any such action unless it has (i) (a) been so requested in writing by the holders of at least 25 per cent. in nominal amount of the Bonds outstanding or (b) been so directed by an Extraordinary Resolution; and (ii) been indemnified and/or furnished with security or prefunding to its satisfaction.

The Bond Trustee shall be entitled to rely absolutely on a certificate or report of any director of the Issuer in relation to any matter and to accept without liability any such certificate or report as sufficient evidence of the relevant fact or matter stated in such certificate.

17. Notices

Notices to holders of Registered Bonds will be posted to them at their respective addresses in the Register and deemed to have been given on the date of posting. Other notices to Bondholders will be valid if published in a leading daily newspaper having general circulation in the United Kingdom (which is expected to be the Financial Times). The Issuer shall also ensure that all notices are duly published in a manner which complies with the rules and regulations of the Stock Exchange and any other listing authority, stock exchange and/or quotation system on which the Bonds are for the time being listed. Any such notice (other than to holders of Registered Bonds as specified above) shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made. Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Bonds in accordance with this Condition 17 (*Notices*).

So long as any Bonds are represented by Global Bonds, notices in respect of those Bonds may be given only by delivery of the relevant notice to Euroclear or Clearstream, Luxembourg or any other relevant clearing system as specified in the relevant Final Terms or Pricing Supplement for communication by them to entitled account holders in substitution for publication in a daily newspaper with general circulation in London. Such notices shall be deemed to have been received by the Bondholders on the day of delivery to such clearing systems.

18. Indemnification of the Bond Trustee and the Security Trustee

(a) *Indemnification of the Bond Trustee*

The Bond Trust Deed contains provisions for indemnification of the Bond Trustee, and for its relief from responsibility, including provisions relieving it from taking any action including taking proceedings against the Issuer and/or any other person unless indemnified and/or secured and/or prefunded to its satisfaction. The STID contains provisions for indemnification of the Security Trustee and for its relief from responsibility, including provisions relieving it from

enforcing the Security unless it has been indemnified and/or secured and/or prefunded to its satisfaction.

Each of the Bond Trustee and the Security Trustee or any of their affiliates are entitled to enter into business transactions with the Issuer, the other Secured Creditors or any of their respective subsidiaries or associated companies without accounting for any profit resulting therefrom. Save as otherwise provided in these Conditions or any Issuer Transaction Document the Bond Trustee will only be required to take any action under or in relation to, or to enforce or protect the Security, or a document referred to therein, if so directed by an Extraordinary Resolution of the holders of the then outstanding Bonds or if so requested in writing by holders of at least 25 per cent. in nominal amount of the holders of any Tranche of the then outstanding Bonds and in all cases if indemnified and/or secured and/or prefunded to its satisfaction.

(b) *Directions, Duties and Liabilities*

The Bond Trustee, in the absence of its own wilful default, gross negligence or fraud, and in all cases when acting as directed by or subject to the agreement of the Bondholders shall not in any way be responsible for any loss, costs, damages or expenses or other liability, which may result from the exercise or non-exercise of any consent, waiver, power, trust, authority or discretion vested in the Bond Trustee pursuant to these Conditions, any Issuer Transaction Document or any ancillary document.

19. European Economic and Monetary Union

(a) *Notice of redenomination*

The Issuer may, without the consent of the Bondholders and on giving at least 30 days' prior notice to the Bondholders, the Bond Trustee and the Principal Paying Agent, designate a date (the "**Redenomination Date**"), being an Interest Payment Date under the Bonds falling on or after the date on which the UK becomes a Participating Member State.

(b) *Redenomination*

Notwithstanding the other provisions of these Conditions, with effect from the Redenomination Date:

- (i) the Bonds denominated in Sterling (the "**Sterling Bonds**") shall be deemed to be redenominated into Euro in the denomination of €0.01 with a principal amount for each Bond equal to the principal amount of that Bond in Sterling, converted into Euro at the rate for conversion of such currency into Euro established by the Council of the European Union pursuant to the Treaty establishing the European Union, as amended (including compliance with rules relating to rounding in accordance with European Community regulations), provided, however, that, if the Issuer determines, with the agreement of the Bond Trustee, that the then current market practice in respect of the redenomination into €0.01 of internationally offered securities is different from that specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Bondholders, the Stock Exchange and any stock exchange (if any) on which the Bonds are then listed and the Principal Paying Agent of such deemed amendments;
- (ii) if Bonds have been issued in definitive form:
 - (A) all Bonds denominated in Sterling will become void with effect from the date (the "**Euro Exchange Date**") on which the Issuer gives notice (the "**Euro Exchange Notice**") to the Bondholders and the Bond Trustee that replacement Bonds denominated in Euro are available for exchange (provided that such Bonds are available) and no payments will be made in respect thereof;
 - (B) the payment obligations contained in all Bonds denominated in Sterling will become void on the Euro Exchange Date but all other obligations of the Issuer

thereunder (including the obligation to exchange such Bonds in accordance with this Condition 19 (*European Economic and Monetary Union*)) shall remain in full force and effect; and

- (C) new Bonds denominated in Euro will be issued in exchange for Sterling Bonds in such manner as the Principal Paying Agent or the Registrar, as the case may be, may specify and as such shall be notified to the Bondholders in the Euro Exchange Notice;
 - (iii) all payments in respect of the Sterling Bonds (other than, unless the Redenomination Date is on or after such date as Sterling ceases to be a subdivision of the Euro, payments of interest in respect of periods commencing before the Redenomination Date) will be made solely in Euro by cheque drawn on, or by credit or transfer to a Euro account (or any other account to which Euro may be credited or transferred) maintained by the payee with a bank in the principal financial centre of any Participating Member State; and
 - (iv) a Bond may only be presented for payment on a day which is a business day in the place of presentation.
- (c) *Interest*

Following redenomination of the Bonds pursuant to this Condition 19 (*European Economic and Monetary Union*), where Sterling Bonds have been issued in definitive form, the amount of interest due in respect of the Sterling Bonds will be calculated by reference to the aggregate principal amount of the Sterling Bonds presented for payment by the relevant holder and the amount of such payment shall be rounded down to the nearest €0.01.

20. Limited Recourse

Each of the Secured Creditors, including the Bondholders, agrees that notwithstanding any other provision of the Issuer Transaction Documents but without prejudice to the Guarantee, all obligations of the Issuer to the Secured Creditors, including its obligations under the Bonds and the Issuer Transaction Documents, are limited in recourse to the Issuer Charged Property. If:

- (a) there is no Issuer Charged Property remaining which is capable of being realised or otherwise converted into cash;
- (b) all amounts available from the Issuer Charged Property have been applied to meet or provide for the relevant obligations specified in, and in accordance with, the provisions of the STID; and
- (c) there are insufficient amounts available from the Issuer Charged Property to pay in full, in accordance with the STID, the Secured Liabilities of the Issuer or any other present and future obligations and liabilities (whether actual or contingent) of the Issuer to any Secured Creditor under each Finance Document,

then the Secured Creditors shall have no further claim against the Issuer in respect of any amounts owing to them which remain unpaid and such unpaid amounts shall be deemed to be discharged in full and any relevant payment rights shall be deemed to cease.

21. Miscellaneous

- (a) *Governing Law*

The Bond Trust Deed, the STID, the CTA, the Bonds, the Coupons, the Talons (if any), the Security Agreement and the other Issuer Transaction Documents are, and all non-contractual or other obligations arising from or in connection with such documents shall be governed by, and shall be construed in accordance with, English law. The Security Documents (other than the Security Agreement which will be governed by English law) shall be governed by, and all

non-contractual obligations arising out of or in connection therewith shall be construed in accordance with, Finnish and Luxembourg law, as applicable.

(b) *Jurisdiction*

The Issuer irrevocably agrees, for the benefit of the Bond Trustee and the Bondholders, that the courts of England and Wales are to have jurisdiction to settle any dispute that may arise out of or in connection with the Bond Trust Deed, the STID, the CTA, the Security Agreement, the Bonds, the Coupons, the Talons and the other Issuer Transaction Documents and accordingly submits to the exclusive jurisdiction of the English courts and any legal action or proceedings arising out of or in connection with the Bonds, the Coupons, the Talons (if any) and/or the Issuer Transaction Documents may be brought in such courts. In relation to the Security Documents (other than the Security Agreement) the courts of Helsinki, the City of Luxembourg and Amsterdam (as applicable) are to have jurisdiction to settle any dispute that may arise out of or in connection therewith. The Issuer has in each of the Finance Documents to which it is a party irrevocably submitted to the jurisdiction of the relevant courts (as applicable).

(c) *Third-Party Rights*

No person shall have any right to enforce any term or condition of the Bonds or the Bond Trust Deed under the Contracts (Rights of Third Parties) Act 1999.

(d) *Rights Against the Issuer*

Under the Bond Trust Deed, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to interests in the Bonds will (subject to the terms of the Bond Trust Deed) acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the Global Bond became void, they had been the registered Holders of Bonds in an aggregate principal amount equal to the principal amount of Bonds they were shown as holding in the records of Euroclear, Clearstream, Luxembourg or any other relevant clearing system (as the case may be).

(e) *Clearing System Accountholders*

References in the Conditions of the Bonds to Bondholder are references to the bearer of the relevant Bearer Global Bond or the registered holder of the Global Bond.

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, as the case may be, as being entitled to an interest in a Global Bond (each an “**Accountholder**”) must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder’s share of each payment made by the Issuer to such Accountholder and in relation to all other rights arising under the Global Bond. The extent to which, and the manner in which, Accountholders may exercise any rights arising under a Global Bond will be determined by the respective rules and procedures of Euroclear and Clearstream, Luxembourg and any other relevant clearing system (as the case may be) from time to time. For so long as the relevant Bonds are represented by a Global Bond, Accountholders shall have no claim directly against the Issuer.

(f) *Appointment of Process Agent*

Each of the Issuer and the Guarantors appoint Law Debenture Corporate Services Limited of Eighth floor, 100 Bishopsgate, London EC2N 4AG as its agent for service of process, and undertakes that, in the event of Law Debenture Corporate Services Limited ceasing so to act, it will appoint another person approved by the Bond Trustee as its agent for service of process in England in respect of any Proceedings. Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

22. Definitions

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“**Block Voting Instruction**” means:

- (a) in relation to voting by the holders of Bearer Bonds:
 - (i) a document in the English language issued by a Paying Agent;
 - (ii) certifying that the Deposited Bonds have been deposited with such Paying Agent (or to its order at a bank or other depositary) or blocked in an account with a clearing system and will not be released until the earlier of:
 - (A) close of business (London time) on the Voting Date; and
 - (B) the surrender to such Paying Agent, not less than 24 hours before the Voting Date of the receipt for the Deposited Bonds and notification thereof by such Paying Agent to the Bond Trustee;
 - (iii) certifying that the depositor of each Deposited Bond or a duly authorised person on its behalf has instructed the relevant Paying Agent that the Votes attributable to such Deposited Bond are to be cast in a particular way on a Voting Matter and that, until the end of the Voting Period, such instructions may not be amended or revoked;
 - (iv) listing the aggregate principal amount and (if in definitive form) the serial numbers of the Deposited Bonds, distinguishing between those in respect of which instructions have been given to Vote for, or against, such Voting Matter; and
 - (v) authorising the Principal Paying Agent or a tabulation agent, as proxy for the holders of the Deposited Bonds, to vote in respect of the Deposited Bonds in connection with such Voting Matter in accordance with such instructions and the provisions of the Bond Trust Deed;
- (b) in relation to voting by the holders of Registered Bonds:
 - (i) a document in the English language issued by the Registrar or the Principal Paying Agent;
 - (ii) certifying:
 - (A) (where the Registered Bonds are represented by a Global Bond) that certain specified Registered Bonds (each a “**Blocked Bond**”) have been blocked in an account with a clearing system and will not be released until close of business (London time) on the Voting Date and that the holder of each Blocked Bond or a duly authorised person on its behalf has instructed the Registrar that the Votes attributable to such Blocked Bond are to be cast in a particular way on a Voting Matter; or
 - (B) (where the Registered Bonds are represented by Registered Definitive Bonds) that each registered holder of certain specified Registered Bonds (each a “**Relevant Bond**”) or a duly authorised person on its behalf has instructed the Registrar that those Votes attributable to each Relevant Bond held by it are to be cast in a particular way on such Voting Matter; andin each case that, until the end of the Voting Period, such instructions may not be amended or revoked;
 - (iii) listing the aggregate principal amount of the Blocked Bonds and the Relevant Bonds, distinguishing between those in respect of which instructions have been given to Vote for, or against, such Voting Matter; and

- (iv) authorising the Principal Paying Agent, or a tabulation agent, as proxy for the holders of the Deposited Bonds, to vote in respect of the Blocked Bonds and the Relevant Bonds in connection with such Voting Matter in accordance with such instructions and the provisions of the Bond Trust Deed;

“Bond Relevant Date” means, in respect of any Tranche of the Bonds, the earlier of (a) the date on which all amounts in respect of the Bonds have been paid; and (b) five days after the date on which all of the Principal Amount Outstanding has been received by the Principal Paying Agent or the Registrar, as the case may be, and notice to that effect has been given to the Bondholders in accordance with Condition 17 (*Notices*);

“Business Day” means:

- (a) in all cases, Helsinki and London;
- (b) in relation to any sum payable in Sterling, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange currency deposits) in London;
- (c) in relation to any sum payable in Euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in London and each (if any) additional city or cities specified in the relevant Final Terms or Pricing Supplement; and
- (d) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments, in the principal financial centre of the Relevant Currency (which in the case of a payment in U.S. Dollars shall be New York) and in each (if any) additional city or cities specified in the relevant Final Terms or Pricing Supplement.

“Business Day Convention” means the business day convention specified in the Final Terms or Pricing Supplement;

“Calculation Amount” means the amount specified as such in the relevant Final Terms or Pricing Supplement;

“Day Count Fraction” means, in respect of the calculation of an amount of interest on any Bond for any period of time (whether or not constituting an Interest Period, the **“Calculation Period”**):

- (a) if **“Actual/Actual (ICMA)”** is specified:
 - (i) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
 - (ii) if the Calculation Period is longer than one Determination Period, the sum of:
 - (A) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Periods normally ending in any year; and
 - (B) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Periods normally ending in any year,

where:

“Determination Date” means the date specified as such in the Final Terms or Pricing Supplement or, if none is so specified, the Interest Payment Date;

“Determination Period” means the period from and including a Determination Date in any year to but excluding the next Determination Date;

- (b) if **“Actual/365”** or **“Actual/Actual”** is specified, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366, and (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (c) if **“Actual/365 (Fixed)”** is specified, the actual number of days in the Calculation Period divided by 365;
- (d) if **“Actual/360”** is specified, the actual number of days in the Calculation Period divided by 360;
- (e) if **“30/360”**, **“360/360”** or **“Bond Basis”** is specified, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (i) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the Calculation Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and
- (f) if **“30E/360”** or **“Eurobond Basis”** is specified, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the last day of such period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month));

“Deposited Bond” means certain specified Bearer Bonds which have been deposited with a Paying Agent (or to its order at a bank or other depository) or blocked in an account with a clearing system, for the purposes of the issuance of a Block Voting Instruction;

“Euro” or “euro” means the lawful currency of the Participating Member States;

“Final Maturity Date” means the date specified in the relevant Final Terms or Pricing Supplement as the final date on which the principal amount of the Bond is due and payable;

“Interest Commencement Date” means the Issue Date or such other date as may be specified in the relevant Final Terms or Pricing Supplement;

“Interest Determination Date” means, with respect to an Interest Rate and an Interest Period, the date specified as such in the relevant Final Terms or Pricing Supplement or, if none is so specified, the day falling two Business Days in London prior to the first day of such Interest Period (or if the specified currency is Sterling the first day of such Interest Period) (as adjusted in accordance with any Business Day Convention (as defined above) specified in the relevant Final Terms or Pricing Supplement);

“Interest Payment Date” means the date(s) specified as such in the relevant Final Terms or Pricing Supplement;

“Interest Period” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date;

“Interest Rate” means the rate of interest payable from time to time in respect of the Bonds and which is either specified as such in, or calculated in accordance with the provisions of, these Conditions and/or the relevant Final Terms or Pricing Supplement;

“ISDA Definitions” means the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of Bonds as published by the International Swaps and Derivatives Association, Inc.);

“Issue Date” means the date specified as such in the relevant Final Terms or Pricing Supplement;

“Margin” means the rate per annum (expressed as a percentage) specified as such in the relevant Final Terms or Pricing Supplement;

“Participating Member State” means a Member State of the European Communities which adopts the Euro as its lawful currency in accordance with the Treaty establishing the European Communities (as amended), and **“Participating Member States”** means all of them;

“Payment Business Day” means:

- (a) if the currency of payment is euro, any day which is:
 - (i) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (ii) in the case of payment by transfer to an account, a day on which the TARGET2 system is open and a day on which dealings in foreign currencies may be carried on in each (if any) Relevant Financial Centre; or
- (b) if the currency of payment is not euro, any day which is:
 - (i) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (ii) in the case of payment by transfer to an account, 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) Relevant Financial Centre;

“Principal Amount Outstanding” means in relation to a Bond or a Tranche, the original face value thereof less any repayment of principal made to the Holder(s) thereof in respect of such Bond or Tranche.;

“Redemption Amount” means the amount provided under Condition 8(b) (*Optional Redemption*), unless otherwise specified in the relevant Final Terms or Pricing Supplement;

“Reference Banks” means the institutions specified as such in the Final Terms or Pricing Supplement or, if none is so specified, four major banks selected by the Agent Bank (or the Calculation Agent, if applicable) in consultation with the Issuer in the interbank market (or, if appropriate, money market) which is most closely connected with the Relevant Rate as determined by the Agent Bank (or the Calculation Agent, if applicable);

“Residual Call Early Redemption Amount” means the amount specified in the relevant Final Terms or Pricing Supplement;

“Relevant Currency” means the currency specified as such or, if none is specified, the currency in which the Bonds are denominated;

“Relevant Financial Centre” means, with respect to any Bond, the financial centre specified as such in the relevant Final Terms or Pricing Supplement or, if none is so specified, the financial centre with which the Relevant Rate is most closely connected as determined by the Agent Bank (or the Calculation Agent, if applicable);

“Relevant Rate” means either “USD LIBOR”, “GBP LIBOR”, “CAD LIBOR”, “EURIBOR”, “CHF LIBOR”, “JPY LIBOR”, “SIBOR”, “HIBOR”, “NZD LIBOR” and “CNH LIBOR” for a Representative Amount of the Relevant Currency for a period (if applicable) equal to the Specified Duration (or such other rate as shall be specified in the relevant Final Terms or Pricing Supplement);

“Relevant Time” means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified in the relevant Final Terms or Pricing Supplement or, if none is specified, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Relevant Currency in the interbank market in the Relevant Financial Centre;

“Representative Amount” means, with respect to any rate to be determined on an Interest Determination Date, the amount specified in the relevant Final Terms or Pricing Supplement as such or, if none is specified, an amount that is representative for a single transaction in the relevant market at the time;

“Specified Currency” has the meaning given to it in the applicable Final Terms or Pricing Supplement;

“Specified Denomination” has the meaning given to it in the applicable Final Terms or Pricing Supplement;

“Specified Duration” means, with respect to any Floating Rate (as defined in the ISDA Definitions) to be determined on an Interest Determination Date, the period or duration specified as such in the relevant Final Terms or Pricing Supplement or, if none is specified, a period of time equal to the relative Interest Period;

“STID Proposal” means a STID Proposal other than an Entrenched Right STID Proposal;

“Stock Exchange” means the London Stock Exchange plc or any other or further stock exchange(s) on which any bonds from time to time may be listed and references to the relevant Stock Exchange shall, in relation to any Bonds, be references to the Stock Exchange on which such Bonds are, from time to time, or are intended to be, listed;

“sub-unit” means in the case of any currency, the lowest amount of such currency that was available as legal tender in the country of such currency;

“TARGET Settlement Day” means any day on which the TARGET2 system is open;

“TARGET2 system” means the Trans European Automated Real Time Gross Settlement Express Transfer system (TARGET or TARGET2);

“Vote” means an instruction from a Bondholder to the Principal Paying Agent or a tabulation agent to vote on its behalf as its proxy in respect of a Voting Matter, such instructions to be given in accordance with the Bond Trust Deed;

“Voting Date” means:

- (a) in respect of a STID Proposal:
 - (i) in respect of a Decision Period, the Business Day immediately preceding the last day of such Decision Period; and
 - (ii) in respect of a Decision Period that is extended in respect of an Ordinary Voting Matter or an Extraordinary Voting Matter in accordance with the relevant provisions of the STID, the last date of such extended Decision Period; and
- (b) in respect of any other Voting Matter, the date set out in the relevant Voting Notice;

“Voting Matter” means any matter which is required to be approved by the Bondholders including, without limitation:

- (a) any STID Proposal which requires the approval of the Bondholders;
- (b) any direction to be given by the Bondholders to the Bond Trustee (in its capacity as the Secured Creditor Representative of the Bondholders) to challenge the determination of the voting category made by Elenia Verkko Oyj in a STID Proposal, and/or (where the Bondholders are an Affected Secured Creditor) whether a STID Proposal gives rise to an Entrenched Right;

- (c) any directions required or entitled to be given by Bondholders pursuant to the Finance Documents; and
- (d) any other matter which requires the approval of or consent of the Bondholders;

“Voting Period” means the period ending on the Voting Date or, if earlier, the date of the Voting Notice issued by the Security Trustee in respect of such Voting Matter (if applicable).

FORMS OF THE BONDS

Bonds may, subject to all applicable legal and regulatory requirements, be issued in Series comprising either Bearer Bonds or Registered Bonds, as specified in the relevant Final Terms or Pricing Supplement. The Bonds may comprise one or more Tranches.

Bearer Bonds

Each Tranche of Bonds initially issued in bearer form will be issued either as a Temporary Bearer Global Bond, without Coupons or Talons attached, or a Permanent Global Bond, without Coupons or Talons attached, in each case as specified in the relevant Final Terms or Pricing Supplement. Each Temporary Global Bond or, as the case may be, Permanent Global Bond (each a **“Bearer Global Bond”**) which is not intended to be issued in new global bond (**“NGB”**) form, as specified in the relevant Final Terms or Pricing Supplement, will be delivered on or prior to the Issue Date of the relevant Tranche of the Bonds to a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system on or about the Issue Date of the relevant Tranche. Each Bearer Global Bond which is intended to be issued in NGB form, as specified in the relevant Final Terms or Pricing Supplement, will be delivered on or prior to the Issue Date of the relevant Tranche of the Bonds to a common safekeeper for Euroclear and/or Clearstream, Luxembourg.

Where the Bearer Global Bonds issued in respect of any Tranche are in NGB form, Euroclear and Clearstream, Luxembourg will be notified by or on behalf of the Issuer whether or not such Bearer Global Bonds are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Bearer Global Bonds are to be so held does not necessarily mean that the Bonds of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by Eurosystem either upon issue or at any times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The common safekeeper for NGBs will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

In the case of each Tranche of Bonds in bearer form the relevant Final Terms or Pricing Supplement will also specify whether U.S. Treasury Regulation §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of section 4701 of the U.S. Internal Revenue Code of 1986 as amended (the **“Code”**)) (the **“TEFRA C Rules”**) or U.S. Treasury Regulation §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) (the **“TEFRA D Rules”**) are applicable in relation to the Bonds or, if the Bonds do not have a maturity of more than one year, that neither the TEFRA C Rules nor the TEFRA D Rules are applicable.

Temporary Bearer Global Bond Exchangeable for Permanent Bearer Global Bond

If the relevant Final Terms or Pricing Supplement specify the form of Bonds as being represented by **“Temporary Bearer Global Bond exchangeable for a Permanent Bearer Global Bond”**, then the Bonds will initially be in the form of a Temporary Global Bond which will be exchangeable, in whole or in part, for interests in a Permanent Global Bond, without Coupons or Talons attached, not earlier than 40 days after the Issue Date of the relevant Tranche of the Bonds upon certification as to non-U.S. beneficial ownership. No payments will be made under the Temporary Global Bond unless exchange for interests in the Permanent Global Bond is improperly withheld or refused. In addition, payments of interest in respect of the Bonds cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in a Temporary Global Bond is to be exchanged for an interest in a Permanent Global Bond, the Issuer shall procure (in the case of first exchange) the prompt delivery (free of charge to the bearer) of such Permanent Global Bond, duly authenticated, to the bearer of the Temporary Global Bond or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Bond in accordance with its terms against:

- (a) presentation and (in the case of final exchange) surrender of the Temporary Global Bond at the specified office of the Principal Paying Agent; and
- (b) receipt by the Principal Paying Agent of a certificate or certificates of non-U.S. beneficial ownership issued by Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, within seven days of the bearer requesting such exchange.

The principal amount of the Permanent Global Bond shall be equal to the aggregate of the principal amounts specified in the certificates of non-U.S. beneficial ownership, provided, however, that in no circumstances shall the principal amount of the Permanent Global Bond exceed the aggregate initial principal amount of the Temporary Global Bond and any Temporary Global Bond representing a fungible Tranche of Bonds with the Tranche of Bonds represented by the first Temporary Global Bond.

The Permanent Global Bond will be exchangeable in whole, but not in part, for Bonds in definitive form (each, a “**Definitive Bond**”):

- (i) if the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system satisfactory to the Bond Trustee is available; or
- (ii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Bonds in definitive form and a certificate to such effect from two Directors of the Issuer has been given to the Bond Trustee.

Whenever the Permanent Global Bond is to be exchanged for Definitive Bonds, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Bonds, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms or Pricing Supplement), in an aggregate principal amount equal to the principal amount of the Permanent Global Bond to the bearer of the Permanent Global Bond against the surrender of the Permanent Global Bond at the specified office of the Principal Paying Agent within 30 days of the bearer requesting such exchange but not earlier than 40 days after the Issue Date of such Bonds.

Temporary Global Bond Exchangeable for Definitive Bonds

If the relevant Final Terms or Pricing Supplement specifies the form of Bonds as being “Temporary Global Bonds exchangeable for Definitive Bonds”, then the Bonds will initially be in the form of a Temporary Global Bond which will be exchangeable, in whole or in part, for Definitive Bonds not earlier than 40 days after the Issue Date of the relevant Tranche of the Bonds upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Bonds cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever the Temporary Global Bond is to be exchanged for Definitive Bonds, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Bonds, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms or Pricing Supplement), in an aggregate principal amount equal to the principal amount of the Temporary Global Bond so exchanged to the bearer of the Temporary Global Bond against the presentation (and in the case of final exchange, surrender) of the Temporary Global Bond at the specified office of the Principal Paying Agent within 30 days of the bearer requesting such exchange but not earlier than 40 days after the issue of such Bonds.

If the relevant Final Terms or Pricing Supplement specify the form of Bonds as being “Temporary Global Bonds exchangeable for Definitive Bonds”, such Temporary Global Bonds and such Definitive Bonds may only be issued and traded in denominations equal to the Specified Denomination and integral multiples thereof.

Permanent Global Bond Exchangeable for Definitive Bonds

If the relevant Final Terms or Pricing Supplement specifies the form of Bonds as being “Permanent Global Bonds exchangeable for Definitive Bonds”, then the Bonds will initially be in the form of a Permanent Global Bond which will be exchangeable in whole, but not in part, for Definitive Bonds:

- (a) if the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention to permanently cease business or have in fact done so and no successor clearing system satisfactory to the Bond Trustee is available; or

- (b) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Bonds in definitive form and a certificate to such effect from two Directors of the Issuer has been given to the Bond Trustee.

Whenever the Permanent Global Bond is to be exchanged for Definitive Bonds, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Bonds, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms or Pricing Supplement), in an aggregate principal amount equal to the principal amount of the Permanent Global Bond to the bearer of the Permanent Global Bond against the surrender of the Permanent Global Bond at the specified office of the Principal Paying Agent within 30 days of the bearer requesting such exchange but not earlier than 40 days after the Issue Date of such Bonds.

In the event that a Global Bond is exchanged for Definitive Bonds, such Definitive Bonds shall be issued in Specified Denomination(s) only. Bondholders who hold Bonds in the relevant clearing system in amounts that are not integral multiples of a Specified Denomination may need to purchase or sell, on or before the relevant date of exchange, a principal amount of Bonds such that their holding is an integral multiple of a Specified Denomination.

Conditions Applicable to the Bonds

The Conditions applicable to any Definitive Bond will be endorsed on that Bond and will consist of the Conditions set out under “*Terms and Conditions of the Bonds*” above and the provisions of the relevant Final Terms or Pricing Supplement which complete those Conditions.

The Conditions applicable to any Global Bond will differ from those Conditions which would apply to the Definitive Bond to the extent described under “*Provisions Relating to the Bonds while in Global Form*” below.

Legend Concerning United States Persons

Permanent Global Bonds and Definitive Bonds having a maturity of more than one year and any Coupons and Talons appertaining thereto will bear a legend to the following effect unless the relevant Final Terms or Pricing Supplement specifies that the TEFRA C Rules are applicable or that TEFRA does not apply:

“Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in sections 165(j) and 1287(a) of the Internal Revenue Code.”

The sections referred to in such legend provide that a United States person who holds a Bond, Coupon or Talon will generally not be allowed to deduct any loss realised on the sale, exchange or redemption of such Bond, Coupon or Talon and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.

Bearer Bonds will only be transferable in accordance with the procedures of the Euroclear or Clearstream, Luxembourg and/or any other relevant clearing system (as applicable).

Registered Bonds

Any Registered Bond will be represented on issue by one or more Global Bonds of each Tranche and collectively referred to as the Registered Global Bonds.

Each Registered Global Bond will be deposited on or about the Issue Date with either: (a) a common depository for Euroclear and Clearstream, Luxembourg and/or any other relevant clearing system, in the case of a Registered Global Bond which will not be held under the new safekeeping structure (“**New Safekeeping Structure**” or “**NSS**”), and registered in the name of a nominee of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system; or (b) a common safekeeper for Euroclear and/or Clearstream, Luxembourg, in the case of a Registered Global Bond to be held under the New Safekeeping Structure, and registered in the name of a nominee of the common safekeeper.

Where the Registered Global Bonds issued in respect of any Tranche are held under the NSS, Euroclear and Clearstream, Luxembourg will be notified by or on behalf of the Issuer whether or not such Registered Global Bonds are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Registered Global Bonds are to be so held does not necessarily mean that the Bonds of the relevant Tranche

will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The common safekeeper for NSSs will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

Beneficial interests in a Registered Global Bond may be held only through Euroclear or Clearstream, Luxembourg or their participants at any time. See “*Book-Entry Clearance Procedure*” below.

Beneficial interests in Registered Global Bonds will be subject to certain restrictions on transfer set out in this Base Prospectus, in the relevant Final Terms or Pricing Supplement, and in the Agency Agreement, and such Registered Global Bonds will bear the applicable legends regarding the restrictions set out in the relevant Final Terms or Pricing Supplement.

Except in the limited circumstances described below, owners of beneficial interests in Registered Global Bonds will not be entitled to receive physical delivery of certificated Bonds.

Exchange for Registered Definitive Bonds

Each Registered Global Bond will be exchangeable, free of charge to the holder, on or after its Individual Exchange Date (as defined below), in whole but not in part, for definitive bonds in fully registered form (“**Registered Definitive Bonds**”):

- (a) in the case of Registered Global Bonds registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system satisfactory to the Bond Trustee is available; and
- (b) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Bonds in definitive form and a certificate to such effect from two Directors of the Issuer has been given to the Bond Trustee.

The Registrar will not register the transfer of, or exchange of interests in, a Registered Global Bond for Registered Definitive Bonds for a period of 15 calendar days ending on the date for any payment of principal or interest in respect of the relevant Tranche of Bonds.

If only one of the Registered Global Bonds (the “**Exchanged Registered Global Bond**”) becomes exchangeable for Registered Definitive Bonds in accordance with the above paragraphs, transfers of Bonds may not take place between, on the one hand, persons holding Registered Definitive Bonds issued in exchange for beneficial interests in the Exchanged Registered Global Bond and, on the other hand, persons wishing to purchase beneficial interests in the other Registered Global Bond.

“**Individual Exchange Date**” means a day falling not less than 30 days after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Registrar and any Transfer Agent is located.

In such circumstances, the relevant Registered Global Bond shall be exchanged in full for Registered Definitive Bonds and the Issuer will, at the cost of the Issuer (but against such indemnity as the Registrar or any relevant Transfer Agent may require in respect of any tax or other duty of whatever nature which may be levied or imposed in connection with such exchange), cause sufficient Definitive Registered Bonds to be executed and delivered to the Registrar for completion, authentication and dispatch to the relevant Bondholders. A person having an interest in a Registered Global Bond must provide the Registrar with a written order containing instructions and such other information as the Issuer and the Registrar may require to complete, execute and deliver such Registered Definitive Bonds.

Legends and Transfers

The holder of a Registered Definitive Bond may transfer the Bonds represented thereby in whole or in part in the applicable minimum denomination by surrendering it at the specified office of the Registrar or any Transfer Agent, together with the completed form of transfer thereon. Upon the transfer, exchange or replacement of a

Registered Definitive Bond or upon specific request for removal of the legend on a Registered Definitive Bond, the Issuer will deliver only Registered Definitive Bonds that bear such legend, or will refuse to remove such legend, as the case may be, unless there is delivered to the Issuer and the Registrar such satisfactory evidence, which may include an opinion of counsel, as may reasonably be required by the Issuer that neither the legend nor the restrictions on transfer set out therein are required to ensure compliance with the provisions of the Securities Act and the Investment Company Act.

Provisions Relating to the Bonds while in Global Form

Global Bonds will contain provisions that apply to the Bonds which they represent, some of which modify the effect of the Conditions of the Bonds as set out in this Base Prospectus. The following is a summary of certain of those provisions:

(a) Cancellation

Cancellation of any Bond represented by a Global Bond that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the principal amount of the relevant Global Bond.

(b) Notices

So long as any Bonds are represented by a Global Bond and such Global Bond is held on behalf of Euroclear, Clearstream, Luxembourg or any other relevant clearing system, notices to the Bondholders may be given, subject always to listing requirements, by delivery of the relevant notice to Euroclear, Clearstream, Luxembourg or any other relevant clearing system for communication by it to entitled Accountholders in substitution for publication as provided in the Conditions. Such notices shall be deemed to have been received by the Bondholders on the date of delivery to such clearing systems.

(c) Record date

Each payment in respect of a Registered Global Bond will be made to the person shown as the Holder in the Register 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 the Registered Global Bond is being held is open for business.

(d) Payments

All payments in respect of the Global Bonds which, according to the Conditions, require presentation and/or surrender of a Bond or Coupon, will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Global Bond to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Bonds. On each occasion on which a payment of principal or interest is made in respect of the Global Bonds, the Issuer shall procure that the payment is noted in a schedule thereto and the payment is entered *pro rata* in the records of Euroclear and Clearstream, Luxembourg, as the case may be.

(e) Payment Business Day

Notwithstanding the definition of “**Payment Business Day**” in Condition 22 (*Definitions*), while all the Bonds are represented by a Permanent Bearer Global Bond (or by a Permanent Global Bond and/or a Temporary Global Bond) or a Registered Global Bond and the Permanent Bearer Global Bond is (or the Permanent Global Bond and/or the Temporary Global Bond are), or the Registered Global Bond is deposited with a depository or a common depository or a common safekeeper for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, “**Payment Business Day**” means:

- (i) if the currency of payment is euro, any day on which the TARGET2 system is open and a day on which dealings in foreign currencies may be carried on in each (if any) Relevant Financial Centre; or

- (ii) if the currency of payment is not euro, 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) Relevant Financial Centre.

(f) Redemption at the Option of the Issuer

For so long as all of the Bonds are represented by one or both of the Global Bonds and such Global Bond(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, no selection of Bonds to be redeemed will be required under Condition 8(b) (*Optional Redemption*) in the event that the Issuer exercises its option pursuant to Condition 8(b) (*Optional Redemption*) in respect of less than the aggregate principal amount of the Bonds outstanding at such time. In such event, the partial redemption will be effected *pro rata* in accordance with the rules and procedures of Euroclear and/or Clearstream, Luxembourg.

Eurosystem Eligibility

The Issuer will state in the relevant Final Terms (or Pricing Supplement as the case may be) whether the Bonds are intended, or are not intended, to be held in a manner which would allow Eurosystem eligibility and deposited with one of the ICSDs as common safekeeper (and in the case of registered Bonds, registered in the name of a nominee of one of the ICSDs acting as common safekeeper). Where the Bonds are not intended to be deposited with one of the ICSDs as common safekeeper upon issuance, should the Eurosystem eligibility criteria be amended in the future such that the Bonds are capable of meeting such criteria, the Bonds may then be deposited with one of the ICSDs as common safekeeper. Where the Bonds are so deposited with one of the ICSDs as common safekeeper (and in the case of registered Bonds, registered in the name of a nominee of one of the ICSDs acting as common safekeeper) upon issuance or otherwise, this does not necessarily mean that the Bonds will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at issuance or at any time during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met.

Issuer-ICSDs Agreement

Prior to the issuance of any NGBs, the Issuer will enter into an Issuer-ICSDs Agreement with Euroclear Bank SA/NV and Clearstream Banking S.A. (the “**ICSDs**”) in respect of any Bonds issued in NGB form. The Issuer-ICSDs Agreement provides that the ICSDs will, in respect of any such NGBs, maintain their respective portion of the issue outstanding amount through their records. The Issuer-ICSDs Agreement will be governed by English law.

BOOK-ENTRY CLEARANCE PROCEDURE

The information set out below has been obtained from Euroclear or Clearstream, Luxembourg (together, the “Clearing Systems”). The Issuer and the Guarantors accept responsibility for the accurate reproduction of such information from information published by the Clearing Systems and so far as the Issuer and the Guarantors are aware and are able to ascertain from the information published by the Clearing Systems, no facts have been omitted which would render the reproduced information inaccurate or misleading. In particular, such information is subject to any change in or reinterpretation of the rules, regulations and procedures of the Clearing Systems currently in effect and investors wishing to use the facilities of any of the Clearing Systems are therefore advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System.

Euroclear and Clearstream, Luxembourg

Custodial and depositary links have been established between Euroclear and Clearstream, Luxembourg to facilitate the initial issue of each Series of the Bonds and cross-market transfers of the Bonds associated with secondary market trading. Euroclear and Clearstream, Luxembourg each hold securities for their customers and facilitate the clearance and settlement of securities transactions through electronic book-entry transfers between their respective accountholders. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions which clear through or maintain a custodial relationship with an accountholder of either system. Investors may hold their interests in Global Bonds directly through Euroclear or Clearstream, Luxembourg if they are accountholders (“**Direct Participants**”) or indirectly (“**Indirect Participants**” and, together with Direct Participants, “**Participants**”) through organisations which are accountholders therein.

Book-Entry Ownership

Each Bearer Global Bond will have an ISIN and a common code and will be deposited with a common depositary on behalf of Euroclear and Clearstream, Luxembourg or a common safekeeper on behalf of Euroclear and Clearstream, Luxembourg (as applicable). Each Registered Global Bond will have an ISIN and a common code and will be registered in the name of a common depositary on behalf of Euroclear and Clearstream, Luxembourg or a common safekeeper on behalf of Euroclear and Clearstream, Luxembourg (as applicable). Payments and Relationship of Participants with Clearing Systems

Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a Bond represented by a Global Bond must look solely to Euroclear or Clearstream, Luxembourg (as the case may be) for his share of each payment made by the Issuer to the holder of such Global Bond and in relation to all other rights arising under the Global Bond, subject to and in accordance with the respective rules and procedures of Euroclear or Clearstream, Luxembourg. The Issuer expects that, upon receipt of any payment in respect of Bonds represented by a Global Bond, the common depositary by whom such Bond is held, or nominee in whose name it is registered, will immediately credit the relevant participants’ or accountholders’ accounts in the relevant Clearing System with payments in amounts proportionate to their respective beneficial interests in the principal amount of the relevant Global Bond as shown on the records of the relevant Clearing System or its nominee. The Issuer also expects that payments by Direct Participants in any Clearing System to owners of beneficial interests in any Global Bond held through such Direct Participants in any Clearing System will be governed by standing instructions and customary practices. Save as aforesaid, such persons shall have no claim directly against the Issuer in respect of payments due on the Bonds for so long as the Bonds are represented by such Global Bond and the obligations of the Issuer will be discharged by payment to the registered holder, as the case may be, of such Global Bond in respect of each amount so paid.

Settlement and Transfer of Bonds

Subject to the rules and procedures of each applicable Clearing System, purchases of Bonds held within a Clearing System must be made by or through Direct Participants, which will receive a credit for such Bonds on the Clearing System’s records. The ownership interest of each actual purchaser of each such Bond (the “**Beneficial Owner**”) will in turn be recorded on the Direct Participant and Indirect Participant’s records. Transfers of ownership interests in Bonds held within the Clearing System will be effected by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial owners will not receive certificates representing their ownership interests in such Bonds, unless and until interests in any Global Bond held within a Clearing System are exchanged for Bearer Definitive Bonds or Registered Definitive Bonds.

PRO FORMA FINAL TERMS

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the “**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded, 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) or not a qualified investor as defined in Regulation (EU) 2017/1129. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Bonds 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 Bonds are not intended, to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the “**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined point (8) of Article 2 of Regulation (EU) 2017/565 as it forms part of English law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (“**FSMA**”) and any rules and regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of English law by virtue of the EUWA (“**UK MiFIR**”); or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of English law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of English law by virtue of the EUWA (as amended, the “**UK PRIIPs Regulation**”) for offering or selling the Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Bonds or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Bonds has led to the conclusion that: (i) the target market for the Bonds is [eligible counterparties and professional clients only, each defined in MiFID II]; and (ii) [all channels for distribution of the Bonds to eligible counterparties and professional clients are appropriate]. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Bonds (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 Bonds (by either adopting or refining the manufacturer[‘s/s’] target market assessment) and determining appropriate distribution channels.]/[For the purposes of MIFID II, the target market in respect of the Bonds is expected to be eligible counterparties and professional clients only, as defined in MiFID II. Any person subsequently offering, selling or recommending the Bonds (a “**distributor**”) should take into consideration such target market; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Bonds 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 Bonds has led to the conclusion that: (i) the target market for the Bonds 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 by virtue of the European Union (Withdrawal) Act 2018 (“**UK MiFIR**”); and (ii) all channels for distribution of the Bonds to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Bonds (a “**distributor**”) should take into consideration the manufacturer[‘s/s’] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect

of the Bonds (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 (as amended, the “SFA”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Bonds 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 FAA-N16: Notice on Recommendations on Investment Products).]

Final Terms dated [●]

ELENIA VERKKO OYJ

Legal Entity Identifier (LEI): 743700XGU4ZB5G4RPK50

Issue of [Tranche [–[●]]] [Aggregate Nominal Amount of Tranche] [Fixed Rate][Floating Rate] Bonds

under the €3,000,000,000

Multicurrency Programme for the Issuance of Bonds

unconditionally and irrevocably guaranteed as to payments of interest and principal by Elenia Oy, Elenia Investments S.à r.l. (Elenia Investments) and Elenia Holdings S.à r.l.

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the conditions set forth in the Base Prospectus dated 18 August 2022 [and the supplemental or drawdown prospectus dated [●]] which [together] constitute[s] a base prospectus (the “**Base Prospectus**”) for the purposes of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”) (the “**UK Prospectus Regulation**”). This document constitutes the Final Terms of the Bonds described herein for the purposes of the UK Prospectus Regulation and must be read in conjunction with such Base Prospectus [as so supplemented] in order to obtain all the relevant information. The Base Prospectus [and the supplemental/drawdown Prospectus] [is] [are] available for viewing at <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html> and copies may be obtained from the specified office of the Paying Agents.

[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 18 August 2022 and incorporated by reference into the Prospectus [current date] [and the supplemental Prospectus dated [●]]. This document constitutes the Final Terms of the Bonds described herein for the purposes of Regulation (EU) (2017/1129) as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**UK Prospectus Regulation**”) and must be read in conjunction with the Base Prospectus dated 18 August 2022 [and the supplemental Prospectus dated [●]], which [together] constitute[s] a base prospectus for the purposes of the UK Prospectus Regulation, save in respect of the Conditions which are extracted from the Prospectus dated [●] [and the supplemental Prospectus dated [●]] and are attached hereto. Full information on the Issuer, the Guarantors and the offer of the Bonds is only available on the basis of the combination of these Final Terms and the Base Prospectus dated 18 August 2022 [and the supplemental Prospectuses dated [●] and [●]. [The Prospectuses [and the supplemental Prospectuses] are available for viewing at: <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>.]

- | | | |
|----|---------------------|-------------------|
| 1. | Issuer: | Elenia Verkko Oyj |
| 2. | (a) Series Number: | [●] |
| | (b) Tranche Number: | [●] |

- (c) Date on which the Bonds will be considered and form a single series: [Not Applicable] [The Bonds shall be consolidated, form a single series and be interchangeable for trading purposes with [●] on [the Issue Date/exchange of the Temporary Global Bond for interests in the Permanent Global Bond, as referred to in paragraph 20 (*Form of Bonds*) below, which is expected to occur on or about [●]]
3. Specified Currency or Currencies: [●]
4. Aggregate Nominal Amount of Bonds admitted to trading:
- (a) Series: [●]
- (b) Tranche: [●]
5. Issue Price: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [●]]
6. (a) Specified Denominations: [●][€/£100,000/\$200,000 and integral multiples of [€/£/\$1,000] in excess thereof up to and including [€/£99,000/\$199,000]. No Bonds in definitive form will be issued with a denomination of integral multiples above [€/£99,000/\$199,000]]
- (b) Calculation Amount: [€/£/\$]1,000
7. (a) Issue Date: [●]
- (b) Interest Commencement Date: [●] [Issue Date] [Not Applicable]
8. Final Maturity Date: [●]
9. Interest Basis: [[●] per cent. Fixed Rate]
- [USD LIBOR/GBP LIBOR/CAD
LIBOR/EURIBOR/ CHF LIBOR/JPY
LIBOR/SIBOR/HIBOR/NZD LIBOR/CNH
HIBOR] +/- [●] per cent. Floating Rate]
10. Redemption/Payment Basis: [Redemption at par]
11. Change of Interest or Redemption/Payment Basis: [●] [Not Applicable]
12. Call Option: [Issuer Optional Redemption – Condition 8(b) (*Optional Redemption*) and paragraph 16 (*Issuer Optional Redemption*) below applies] / [Issuer Residual Call – Condition 8(c) (*Issuer Residual Call*) and paragraph 17 (*Issuer Residual Call*) below applies] / [Not Applicable]
13. [Date [Board] approval for issuance of Bonds [and giving of the Guarantees] obtained: [●] and [●] respectively]]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. Fixed Rate Bond Provisions: [Applicable/Not Applicable]

- (a) Interest Rate: [●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrears on each Interest Payment Date]
- (b) Representative Amount: [●]
- (c) Reference Banks: [●]
- (d) Interest Determination Date: [●] in each year
- (e) Interest Payment Date(s): [●] [and [●]] in each year
- (f) First Interest Payment Date: [●]
- (g) Fixed Coupon Amount[(s)]: [●] per Calculation Amount
- (h) Day Count Fraction: [Actual/Actual (ICMA)] [Actual/365 or Actual/Actual] [Actual/365 Fixed] [Actual/360] [30/360 or 360/360 or Bond basis] [30E/360 or Eurobond Basis]
15. Floating Rate Bond Provisions: [Applicable/Not Applicable]
- (a) Specified Period(s): [●]
- (b) Specified Interest Payment Dates: [●] in each year [subject to adjustment in accordance with the Business Day Convention set out in paragraph (d) (*Business Day Convention*) below]
- (c) First Interest Payment Date: [●]
- (d) Business Day Convention: [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
- (e) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]
- (f) Party responsible for calculating the Rate(s) of Interest, Interest Amount(s) and Redemption Amount (if not the Agent Bank): [Not Applicable]/[●] as Calculation Agent]
- (g) Screen Rate Determination:
- Relevant Rate: [●]
 - Interest Determination Date(s): [●]
 - Page: [●]
 - Relevant Time: [●]
- (h) ISDA Determination:
- Floating Rate Option: [●]
 - Specified Duration (if other than the relevant Interest Period): [●]/[Not Applicable]

- Reset Date: [●]
- Designated Maturity: [●]
- (i) Margin(s): [+/-][●] per cent. per annum
- (j) Minimum Rate of Interest: [[●] per cent. per annum] [Not Applicable]
- (k) Maximum Rate of Interest: [[●] per cent. per annum] [Not Applicable]
- (l) Day Count Fraction: [Actual/Actual (ICMA)] [Actual/365 or Actual/Actual] [Actual/365 Fixed] [Actual/360] [30/360 or 360/360 or Bond Basis] [30E/360 or Eurobond Basis]
- (m) Representative Amount [●]
- (n) Reference Banks: [●]

PROVISIONS RELATING TO REDEMPTION

16. Issuer Optional Redemption: [Applicable in accordance with Condition 8(b)] (*Optional Redemption*) [Not Applicable]
- (a) Optional Redemption Date(s): [Any Interest Payment Date]/[Any Business Day] [falling on or after [●] and at a premium of [●]]
 - (b) Redemption Amount(s) of each Bond: [[●] per Calculation Amount][Alternative Redemption Amount][Modified Redemption Amount]
 - (c) If redeemable in part:
 - (i) Minimum Redemption Amount: [●] per Calculation Amount
 - (ii) Maximum Redemption Amount: [●] per Calculation Amount
 - (d) Notice period: [●]
 - (e) Alternative Redemption Amount: [[●] per Calculation Amount][Not Applicable]
 - (f) Modified Redemption Amount: [[●] per Calculation Amount][Not Applicable]
 - (g) Comparable German Bund Issue: [[●] per Calculation Amount][Not Applicable]
 - (h) Comparable Treasury Issue: [[●] per Calculation Amount][Not Applicable]
 - (i) Reference Gilt: [[●] per Calculation Amount][Not Applicable]
 - (j) Par-Call Option: [Applicable in accordance with Condition 8(b)(vi)][Not Applicable]
 - (k) Percentage specified for the Redemption Rate, if other than as set out in Condition 8(b)(v): [●] per cent.
17. Issuer Residual Call: [Applicable/Not Applicable]
- (a) Residual Call Early Redemption Amount: [●] per Calculation Amount
 - (b) Notice periods [[●] / Not Applicable]

18. Redemption Amount of each Bond: [●] per Calculation Amount
19. Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption: [●] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE BONDS

20. Form of Bonds: [Bearer/Registered]
- (a) If issued in Bearer form: [Temporary Bearer Global Bond exchangeable for a Permanent Bearer Global Bond which is exchangeable for Definitive Bonds in the limited circumstances specified in the Permanent Global Bond (TEFRA D Rules apply)]
- [Temporary Global Bond exchangeable for Definitive Bonds on [●] days' notice (TEFRA D Rules apply)]
- [Permanent Global Bond exchangeable for Definitive Bonds in the limited circumstances specified in the Permanent Global Bond (TEFRA C Rules apply)]
- [Permanent Global Bond exchangeable for Definitive Bonds in the limited circumstances specified in the Permanent Global Bond (Neither TEFRA C Rules nor TEFRA D Rules apply)]
- (b) If Registered Bonds: [Registered Global Bond registered in the name of a nominee for [a common depositary for [Euroclear and Clearstream, Luxembourg] [●]]/a common safekeeper for Euroclear and Clearstream, Luxembourg exchangeable for Registered Definitive Bonds on [●] days' notice in the circumstances specified in the Registered Global Bond.]
21. New Global Bond: [Yes][No]
22. New Safekeeping Structure [Yes][No]
23. Relevant Financial Centre(s): [Not Applicable][●]
24. Talons for future Coupons to be attached to Definitive Bonds (and dates on which such Talons mature): [No][Yes]
25. Alternative Clearing System: [●]
26. Additional Business Days: [●]

THIRD-PARTY INFORMATION

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

Signed on behalf of the Issuer:

By:

Duly authorised

Signed on behalf of Elenia Oy:

By:

Duly authorised

Signed on behalf of Elenia Holdings S.à r.l.:

By:

Duly authorised

Signed on behalf of Elenia Investments S.à r.l..

By:

Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (a) Listing: London
- (b) Admission to trading: Application has been made by the Issuer (or on its behalf) for the Bonds to be admitted to trading on the London Stock Exchange's Main Market and listing on the Official List of the FCA with effect from [●]
- Application is expected to be made by the Issuer (or on its behalf) for the Bonds to be admitted to trading on the London Stock Exchange's Main Market and listing on the Official List of the FCA and this is expected to be effective from [●]
- (c) Estimate of total expenses related to admission to trading: [●]

2. RATINGS

- Ratings: The Bonds to be issued [have been] [are expected to be] rated:
- [Fitch Ratings Ltd (“**Fitch**”): [●]]
- [Moody's Investor Services Ltd (“**Moody's**”): [●]]
- [S&P Global Ratings Europe Limited (“**S&P**”): [●]]
- [*name of rating agency*] is established in the [EEA and registered under Regulation (EC) No. 1060/2009, as amended (the “**CRA Regulation**”)] [UK and is registered under Regulation (EC) No. 1060/2009, as amended, as it forms part of the domestic law of the UK by virtue of EUWA (the “**UK CRA Regulation**”)].
- [*Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.*]

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

[●]/[Save as discussed in “*Subscription and Sale*” in the Base Prospectus, so far as the Issuer is aware, no person involved in the offer of the Bonds has an interest material to the offer.]

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

- (a) Reasons for the offer: [●]/[See “*Use of Proceeds*” in the Base Prospectus]
- (b) Estimated net proceeds: [●]
- (c) Estimated total expenses: [●]

5. [YIELD (FIXED RATE BONDS ONLY) INDICATION OF YIELD [●]

6. OPERATIONAL INFORMATION

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s):	[Not Applicable][●]
Delivery:	Delivery [against/free of] payment
Names and addresses of additional Paying Agent(s) (if any):	[●]
Name and address of Calculation Agent (if any):	[●]
ISIN:	[●]
Common Code:	[●]
CFI:	[[See/[[<i>include code</i>], 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]
FISN:	[[See/[[<i>include code</i>], 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]
Intended to be held in a manner which would allow Eurosystem eligibility:	<p>[Yes. Note that the designation “yes” simply means that the Bonds 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]] and does not necessarily mean that the Bonds will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]</p> <p>[No. Whilst the designation is specified as “no” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Bonds are capable of meeting them the Bonds may then be deposited with one of the ICSDs as common safekeeper [[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper.] [include this text for registered notes]]. Note that this does not necessarily mean that the Bonds will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]</p>

PRO FORMA PRICING SUPPLEMENT

Set out below is a form of Pricing Supplement for use in connection with Exempt Bonds issued under the Programme. This *pro forma* Pricing Supplement is subject to completion and amendment to set out the terms upon which each Tranche or Series of Exempt Bonds is to be issued.

IMPORTANT NOTICES

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the “**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded, 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) or not a qualified investor as defined in Regulation (EU) 2017/1129. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Bonds 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 Bonds are not intended, to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the “**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined point (8) of Article 2 of Regulation (EU) 2017/565 as it forms part of English law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (“**FSMA**”) and any rules and regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of English law by virtue of the EUWA (“**UK MiFIR**”); or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of English law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of English law by virtue of the EUWA (as amended, the “**UK PRIIPs Regulation**”) for offering or selling the Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Bonds or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Bonds has led to the conclusion that: (i) the target market for the Bonds is [eligible counterparties and professional clients only, each defined in MiFID II]; and (ii) [all channels for distribution of the Bonds to eligible counterparties and professional clients are appropriate]. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Bonds (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 Bonds (by either adopting or refining the manufacturer[‘s/s’] target market assessment) and determining appropriate distribution channels.]/[For the purposes of MIFID II, the target market in respect of the Bonds is expected to be eligible counterparties and professional clients only, as defined in MiFID II. Any person subsequently offering, selling or recommending the Bonds (a “**distributor**”) should take into consideration such target market; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Bonds 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 Bonds has led to the conclusion that: (i) the target market for the Bonds 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 by virtue of the European Union (Withdrawal) Act 2018 (“**UK MiFIR**”); and (ii) all channels for distribution of the Bonds to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Bonds (a “**distributor**”) should take into consideration the manufacturer[‘s/s’] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Bonds (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 (as amended, the “**SFA**”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Bonds 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 FAA-N16: Notice on Recommendations on Investment Products).]

This Base Prospectus is being distributed only to, and is directed only at, persons who (i) are outside the UK, or (ii) are persons who have professional experience in matters relating to investments falling within Article 19(1) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “**Order**”), or (iii) are high net worth entities, and other persons to whom it may lawfully be communicated, falling within Article 49(1) of the Order (all such persons together being referred to as “**relevant persons**”). Neither this Base Prospectus, nor any of its contents, may be acted upon or relied upon by persons who are not relevant persons. Any investment or investment activity to which this Base Prospectus relates is available only to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such investments will be engaged in only with, relevant persons.

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Bond shall in any circumstances imply that the information contained in this Base Prospectus concerning the Issuer or the other Obligors at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct or that there has been no adverse change in the financial position of the Issuer or the other Obligors as of any time subsequent to the date indicated in the document containing such information. None of the Dealer, the Arranger, the Bond Trustee, the Security Trustee or any of the Hedge Counterparties, the ACF Lenders, the Agents, the Liquidity Facility Providers, Borrower Hedge Counterparties, Cash Manager, Registrar, Transfer Agent, Principal Paying Agent, Agent Bank or the Account Bank undertakes to review the financial condition or affairs of any of the Issuer and the other Obligors during the life of the Programme or the life of the arrangements contemplated by this Base Prospectus or to advise any investor or potential investor in the Bonds of any information coming to its attention.

This Base Prospectus is not intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer, any member of the Security Group, the Dealer, the Arranger, any of the Agents, the Bond Trustee or the Security Trustee that any recipient of this Base Prospectus should purchase any of the Bonds issued under the Programme.

The distribution of this Base Prospectus and the offering, sale or delivery of the Bonds in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are required by the Issuer, the Arranger and the Dealer to inform themselves about and to observe any such restrictions. This Base Prospectus does not constitute, and may not be used for the purposes of, an offer to or solicitation by any person to subscribe or purchase any Bonds in any jurisdiction or in any circumstances in which such an offer or solicitation is not authorised or is unlawful.

Certain Tranches of Bonds issued in NGB form or under the NSS (each as defined in “*Forms of the Bonds*” below) may be held in a manner which will allow Eurosystem eligibility. This simply means that the Bonds are intended upon issue to be delivered to one of Euroclear or Clearstream, Luxembourg as common safekeeper and does not necessarily mean that the Bonds will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

The Bonds and the other financing arrangements described in this Base Prospectus to be entered into by the Issuer will be obligations solely of the Issuer.

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

If you are in any doubt about the contents of this Base Prospectus you should consult your stockbroker, bank manager, solicitor, accountant or other financial adviser. It should be remembered that the price of securities and the income from them can go down as well as up.

In accessing the attached pricing supplement (the Pricing Supplement) you agree to be bound by the following terms and conditions.

The information contained in the Pricing Supplement may be addressed to and/or targeted at persons who are residents of particular countries only as specified in the Pricing Supplement and/or in the Base Prospectus (as defined in the Pricing Supplement) and is not intended for use and should not be relied upon by any person outside those countries and/or to whom the offer contained in the Pricing Supplement is not addressed. Prior to relying on the information contained in the Pricing Supplement, you must ascertain from the Pricing Supplement and/or Prospectus whether or not you are an intended addressee of the information contained therein.

Neither the Pricing Supplement nor the Base Prospectus constitutes an offer to sell or the solicitation of an offer to buy securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, exemption from registration or qualification under the securities law of any such jurisdiction.

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH REGULATION (EU) 2017/1129 AS IT FORMS PART OF ENGLISH LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 (THE UK PROSPECTUS REGULATION) FOR THIS ISSUE OF BONDS. THE BONDS WHICH ARE THE SUBJECT OF THIS PRICING SUPPLEMENT ARE NOT COMPLIANT WITH THE UK PROSPECTUS REGULATION AND THE FCA HAS NEITHER APPROVED NOR REVIEWED THE INFORMATION CONTAINED IN THIS PRICING SUPPLEMENT.

PRICING SUPPLEMENT DATED [●]

ELENIA VERKKO OYJ

Legal Entity Identifier (LEI): 743700XGU4ZB5G4RPK50

Issue of [Tranche [–[●]] [Aggregate Nominal Amount of Tranche] [Fixed Rate][Floating Rate] Bonds
under the €3,000,000,000

Multicurrency Programme for the Issuance of Bonds

unconditionally and irrevocably guaranteed as to payments of interest and principal by Elenia Oy,
Elenia Investments S.à r.l. and Elenia Holdings S.à r.l.

The Base Prospectus referred to below (as completed by this Pricing Supplement) has been prepared on the basis that any offer of Bonds in the UK will be made pursuant to an exemption under the UK Prospectus Regulation from the requirement to publish a prospectus for offers of the Bonds. Accordingly, any person making or intending to make an offer in the UK of the Bonds may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the UK Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Bonds in any other circumstances.

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the conditions set forth in the Base Prospectus dated 18 August 2022 [and the supplemental or drawdown prospectus dated [●] which [together] constitute[s] a base prospectus (the “**Base Prospectus**”)] for the purposes of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**UK Prospectus Regulation**”). This document constitutes the Pricing Supplement of the Bonds described herein for the purposes of the UK Prospectus Regulation and must be read in conjunction with such Base Prospectus [as so supplemented] in order to obtain all the relevant information. The Base Prospectus [and the supplemental/drawdown Prospectus] [is] [are] available for viewing at <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html> and copies may be obtained from the specified office of the Paying Agents.

[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 18 August 2022 and incorporated by reference into the Prospectus [current date] [and the supplemental Prospectus dated [●]]. This document constitutes the Final Terms of the Bonds described herein for the purposes of Regulation (EU) (2017/1129) as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**UK Prospectus Regulation**”) and must be read in conjunction with the Base Prospectus dated 18 August 2022 [and the supplemental Prospectus dated [●]], which [together] constitute[s] a base prospectus for the purposes of the UK Prospectus Regulation, save in respect of the Conditions which are extracted from the Prospectus dated [●] [and the supplemental Prospectus dated [●]] and are attached hereto. Full information on the Issuer, the Guarantors and the offer of the Bonds is only available on the basis of the combination of these Final Terms and the Base Prospectus dated 18 August 2022 [and the supplemental Prospectuses dated [●] and [●]]. [The Prospectuses [and the supplemental Prospectuses] are available for viewing at: <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>.]

- | | | |
|----|--|--|
| 1. | Issuer: | Elenia Verkkö Oy |
| 2. | (a) Series Number: | [●] |
| | (b) Tranche Number: | [●] |
| | (c) Date on which the Bonds will be considered and form a single series: | [Not Applicable] [The Bonds shall be consolidated, form a single series and be interchangeable for trading purposes with [●] on [the Issue |

- Date/exchange of the Temporary Global Bond for interests in the Permanent Global Bond, as referred to in paragraph 21 below, which is expected to occur on or about [●]
3. Specified Currency or Currencies: [●]
 4. Aggregate Nominal Amount of Bonds admitted to trading:
 - (a) Series: [●]
 - (b) Tranche: [●]
 5. Issue Price: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [●]]
 6. (a) Specified Denominations: [●][€/£100,000/\$200,000 and integral multiples of [€/£/\$1,000] in excess thereof up to and including [€/£99,000/\$199,000]. No Bonds in definitive form will be issued with a denomination of integral multiples above [€/£99,000/\$199,000]]
 - (b) Calculation Amount: [€/£/\$]1,000
 7. (a) Issue Date: [●]
 - (b) Interest Commencement Date: [●] [Issue Date] [Not Applicable]
 8. Final Maturity Date: [●]
 9. Interest Basis: [[●] per cent. Fixed Rate]

[[USD LIBOR/GBP LIBOR/CAD
LIBOR/EURIBOR/ CHF LIBOR/JPY
LIBOR/SIBOR/HIBOR/NZD LIBOR/CNH
HIBOR] +/- [●] per cent. Floating Rate]
 10. Redemption/Payment Basis: [Redemption at par]
 11. Change of Interest or Redemption/Payment Basis: [●] [Not Applicable]
 12. Call Option: [Issuer Optional Redemption – Condition 8(b) (*Optional Redemption*) and paragraph 17 below (*Issuer Optional Redemption*) applies] / [Issuer Residual Call – Condition 8(c) (*Issuer Residual Call*) and paragraph 18 (*Issuer Residual Call*) below applies] / [Not Applicable]
 13. [Date [Board] approval for issuance of Bonds [and giving of the Guarantees] obtained: [●] and [●] respectively]
 14. Method of Distribution: [●]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. Fixed Rate Bond Provisions: [Applicable/Not Applicable]

- (a) Interest Rate: [●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrears on each Interest Payment Date]
- (b) Representative Amount: [●]
- (c) Reference Banks: [●]
- (d) Interest Determination Date: [●] in each year
- (e) Interest Payment Date(s): [●] [and [●]] in each year
- (f) First Interest Payment Date: [●]
- (g) Fixed Coupon Amount[(s)]: [●] per Calculation Amount
- (h) Day Count Fraction: [Actual/Actual (ICMA)] [Actual/365 or Actual/Actual] [Actual/365 Fixed] [Actual/360] [30/360 or 360/360 or Bond basis] [30E/360 or Eurobond Basis]
- (k) Other terms applicable: [●]
16. Floating Rate Bond Provisions [Applicable/Not Applicable]
- (a) Specified Period(s): [●]
- (b) Specified Interest Payment Dates: [●] in each year [subject to adjustment in accordance with the Business Day Convention set out in paragraph (d) (*Business Day Convention*) below]
- (c) First Interest Payment Date: [●]
- (d) Business Day Convention: [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
- (e) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]
- (f) Party responsible for calculating the Rate(s) of Interest, Interest Amount(s) and Redemption Amount (if not the Agent Bank): [Not Applicable]/[[●] as Calculation Agent]
- (g) Screen Rate Determination:
- Relevant Rate: [●]
 - Interest Determination Date(s): [●]
 - Page: [●]
 - Relevant Time: [●]
- (h) ISDA Determination
- Floating Rate Option: [●]

- Specified Duration (if other than the relevant Interest Period): [●]/[Not Applicable]
- Reset Date: [●]
- Designated Maturity: [●]
- (i) Margin(s): [+/-][●] per cent. per annum
- (j) Minimum Rate of Interest: [[●] per cent. per annum] [Not Applicable]
- (k) Maximum Rate of Interest: [[●] per cent. per annum] [Not Applicable]
- (l) Day Count Fraction: [Actual/Actual (ICMA)] [Actual/365 or Actual/Actual] [Actual/365 Fixed] [Actual/360] [30/360 or 360/360 or Bond Basis] [30E/360 or Eurobond Basis]
- (m) Representative Amount: [●]
- (n) Reference Banks: [●]
- (o) Financial Centre: [●]
- (p) Additional Financial Centre: [●]
- (q) Other terms applicable: [●]

PROVISIONS RELATING TO REDEMPTION

17. Issuer Optional Redemption: [Applicable in accordance with Condition [8(b)] (*Optional Redemption*)] [Not Applicable]
- (a) Optional Redemption Date(s): [Any Interest Payment Date]/[Any Business Day] [falling on or after [●] and at a premium of [●]]
 - (b) Redemption Amount(s) of each Bond: [[●] per Calculation Amount][Alternative Redemption Amount][Modified Redemption Amount]
 - (c) If redeemable in part:
 - (i) Minimum Redemption Amount: [●] per Calculation Amount
 - (ii) Maximum Redemption Amount: [●] per Calculation Amount
 - (d) Notice period: [●]
 - (e) Alternative Redemption Amount: [[●] per Calculation Amount][Not Applicable]
 - (f) Modified Redemption Amount: [[●] per Calculation Amount][Not Applicable]
 - (g) Comparable German Bund Issue: [[●] per Calculation Amount][Not Applicable]
 - (h) Comparable Treasury Issue: [[●] per Calculation Amount][Not Applicable]
 - (i) Reference Gilt: [[●] per Calculation Amount][Not Applicable]

- (j) Par-Call Option: [Applicable in accordance with Condition 8(b)(vi)][Not Applicable]
- (k) Percentage specified for the Redemption Rate, if other than as set out in Condition 8(b)(v): [●] per cent.
18. Issuer Residual Call: [Applicable/Not Applicable]
- (a) Residual Call Early Redemption Amount: [●] per Calculation Amount
- (b) Notice periods [[●] / Not Applicable]
19. Redemption Amount of each Bond: [●] per Calculation Amount
20. Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption: [●] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE BONDS

21. Form of Bonds: [Bearer/Registered]
- (a) If issued in Bearer form: [Temporary Bearer Global Bond exchangeable for a Permanent Bearer Global Bond which is exchangeable for Definitive Bonds in the limited circumstances specified in the Permanent Global Bond (TEFRA D Rules apply)]
- [Temporary Global Bond exchangeable for Definitive Bonds on [●] days' notice (TEFRA D Rules apply)]
- [Permanent Global Bond exchangeable for Definitive Bonds in the limited circumstances specified in the Permanent Global Bond (TEFRA C Rules apply)]
- [Permanent Global Bond exchangeable for Definitive Bonds in the limited circumstances specified in the Permanent Global Bond (Neither TEFRA C Rules nor TEFRA D Rules apply)]
- (b) If Registered Bonds: [Registered Global Bond registered in the name of a nominee for [a common depositary for [Euroclear and Clearstream, Luxembourg] [●]]/a common safekeeper for Euroclear and Clearstream, Luxembourg exchangeable for Registered Definitive Bonds on [●] days' notice in the circumstances specified in the Registered Global Bond]
22. New Global Bond: [Yes][No]
23. New Safekeeping Structure [Yes][No]
24. Relevant Financial Centre(s): [Not Applicable][●]
25. Talons for future Coupons to be attached to Definitive Bonds (and dates on which such Talons mature): [No][Yes]

26. Alternative Clearing System: [●]

27. Additional Business Days: [●]

THIRD-PARTY INFORMATION

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

Signed on behalf of the Issuer:

By:

Duly authorised

Signed on behalf of Elenia Oy:

By:

Duly authorised

Signed on behalf of Elenia Holdings S.à r.l.:

By:

Duly authorised

Signed on behalf of Elenia Investments S.à r.l.:

By:

Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (a) Listing: [●]
- (b) Admission to trading: [●]
[●]
[Not Applicable]
- (c) Estimate of total expenses related to admission to trading: [●]

2. RATINGS

Ratings: The Bonds to be issued [have been] [are expected to be] rated:

[Fitch Ratings Ltd (“**Fitch**”) : [●]]

[Moody’s Investor Services Ltd (“**Moody’s**”) : [●]]

[S&P Global Ratings Europe Limited (“**S&P**”) : [●]]

[*name of rating agency*] is established in the [EEA and registered under Regulation (EC) No. 1060/2009, as amended (the “**CRA Regulation**”)] [UK and is registered under Regulation (EC) No. 1060/2009, as amended, as it forms part of the domestic law of the UK by virtue of EUWA (the “**UK CRA Regulation**”)].

[*Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.*]

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

[●]/[Save as discussed in “*Subscription and Sale*” in the Base Prospectus, so far as the Issuer is aware, no person involved in the offer of the Bonds has an interest material to the offer]

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

- (a) Reasons for the offer: [●]/[See “*Use of Proceeds*” in the Base Prospectus]
- (b) Estimated net proceeds: [●]
- (c) Estimated total expenses: [●]

5. [YIELD (Fixed Rate Bonds only) Indication of Yield: [●]]

6. OPERATIONAL INFORMATION

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream [Not Applicable][●]

Banking S.A. and the relevant identification number(s):

Delivery: Delivery [against/free of] payment

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

Name and address of Calculation Agent (if any): [●]

ISIN: [●]

Common Code: [●]

CFI: [[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]

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]

Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation “yes” simply means that the Bonds 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]] and does not necessarily mean that the Bonds will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

[No. Whilst the designation is specified as “no” at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Bonds are capable of meeting them the Bonds may then be deposited with one of the ICSDs as common safekeeper [[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,][include this text for registered notes]]. Note that this does not necessarily mean that the Bonds 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.]

DESCRIPTION OF EFFECTIVE DATE LIQUIDITY FACILITY PROVIDERS

The information contained in this section has been provided to the Issuer by the Effective Date Liquidity Facility Providers listed herein. The Issuer has not independently verified such information. So far as the Issuer is aware and is able to ascertain from information published by the Effective Date Liquidity Facility Providers listed herein, no facts have been omitted which would render any information contained herein to be inaccurate or misleading.

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK (“CRÉDIT AGRICOLE CIB”)

Crédit Agricole CIB is the Corporate and Investment Banking arm of the Crédit Agricole Group, and offers its clients a large range of products and services in capital markets, investment banking, structured finance and corporate banking.

The Corporate and Investment Bank is structured around six major divisions: Client Coverage & International Network, International Trade & Transaction Banking, Global Investment Banking, Structured Finance, Fixed Income Markets and Debt Optimisation and Distribution.

Crédit Agricole CIB provides support to clients in large international markets through its network with a presence in major countries in Europe, America, Asia Pacific and the Middle East.

Crédit Agricole is currently rated by the three large international credit rating agencies: Moody's (Aa2) with stable outlook, S&P (A+) with stable outlook and Fitch (A+) with stable outlook.

ROYAL BANK OF CANADA (“RBC”)

RBC's corporate headquarters are located at Toronto and its head office is located at 1 Place Ville Marie, Montreal, Quebec H3C 3A9, Canada.

RBC is a global financial institution with more than 89,000 employees who bring vision, values and strategy to life so we can help our clients thrive and communities prosper. As Canada's biggest bank, and one of the largest in the world based on market capitalization, we have a diversified business model with a focus on innovation and providing exceptional experiences to our 17 million clients in Canada, the U.S. and 27 other countries. RBC had, on a consolidated basis, as at 30 April 2022, total assets of CAD 1,849 billion.

The senior long-term unsecured debt of RBC has been assigned ratings of A (stable) by S&P, A1 (stable) by Moody's and AA- (stable) by Fitch. RBC's common shares are listed on the Toronto Stock Exchange, the New York Stock Exchange and the Swiss Exchange.

NATWEST MARKETS N.V. (“NWM N.V.”)

NWM N.V., whose corporate seat is at Claude Debussylaan 94, 1082 MD Amsterdam, the Netherlands, is a public limited liability company incorporated under Dutch law on 7 February 1825 and is a wholly owned (indirect) subsidiary of NatWest Markets Plc (“**NWM Plc**”) and ultimately a wholly owned (indirect) subsidiary of NatWest Group plc (the “**Holding Company**”).

The “NWM Group” comprises NWM Plc and its subsidiary and associated undertakings, including NWM N.V. The “NatWest Group” comprises the Holding Company and its subsidiary and associated undertakings, including the NWM Group.

NWM N.V., a licensed bank, operates as an investment banking firm serving corporates and financial institutions in the EEA. NWM N.V. helps corporate and institutional customers manage their financial risks and achieve their short and long-term financial goals while navigating changing markets and regulation. NWM N.V. does this by providing global market access, financing, risk management and trading solutions. NWM N.V. offers products and services in currencies, rates, financing and lending organised through the following customer-facing businesses: Trading & Customer Sales and Capital Markets.

Further information can be found relating to (i) NWM N.V. in the NWM N.V. 2021 Annual Report and Accounts and the NWM N.V. 2022 H1 Interim Results; and (ii) NWM Group in the NWM Plc 2021 Annual Report and Accounts and the NWM Group H1 2022 Interim Results. Other relevant filings or announcements can be found at <https://investors.natwestgroup.com/regulatory-news/company-announcements>.

The most recent rating of NWM N.V. and the respective entities can be found on <https://investors.natwestgroup.com/fixed-income-investors/credit-ratings>.

BNP PARIBAS FORTIS S.A/N.V. (“BNP PARIBAS”)

BNP Paribas is a French multinational bank and financial services company with its registered office located at 16 boulevard des Italiens 75009 Paris, France, and its corporate website in English is <http://www.bnpparibas.com/en>.

BNP Paribas, together with its consolidated subsidiaries (the “**BNP Paribas Group**”) is a global financial services provider, conducting retail, corporate and investment banking, private banking, asset management, insurance and specialized and other financial activities throughout the world.

The BNP Paribas Group, one of Europe’s leading providers of banking and financial services, has four domestic retail banking markets in Europe, namely in Belgium, France, Italy and Luxembourg.

It operates in 65 countries and has approximately 180,000 employees, including more than 145,000 in Europe. At 31 March 2022, the BNP Paribas Group had consolidated assets of EUR 2,861 billion.

At the date of this Base Prospectus, the BNP Paribas Group currently has Long Term Senior Preferred debt ratings of “A+” with stable outlook from S&P, “Aa3” with stable outlook from Moody’s, “AA-” with stable outlook from Fitch and “AA (low)” with stable outlook from DBRS Ratings Limited.

DANSKE BANK A/S, FINLAND BRANCH (“Danske Bank”)

Danske Bank is a Nordic bank with strong regional roots and bridges to the rest of the world. Danske Bank has approximately 22,000 employees in 10 countries around the world serving 3.3 million customers.

Through three business units, Danske Bank serves both personal, business and institutional customers and in addition to banking services, Danske Bank offers insurance and pension products, mortgage finance, wealth management, real estate agency and leasing services.

The Danske Bank group is currently rated by the three large international credit rating agencies: Moody’s (A3) with stable outlook, S&P (A+) with stable outlook and Fitch (A) with stable outlook.

SKANDINAVISKA ENSKILDA BANKEN (“SEB”)

SEB is a leading Nordic financial services group. As a relationship bank strongly committed to delivering customer value, SEB offers financial advice and a wide range of financial services to corporate customers, financial institutions and private individuals in Sweden and the Baltic countries. In Norway, Denmark, Finland, Germany and the UK, SEB’s operations focus on delivering a full-service offering to corporate and institutional clients and building long-term customer relationships. As of 31 June 2021, SEB had total assets of SEK 3,445 billion and total equity of SEK 184 billion.

SUMITOMO MITSUI BANKING CORPORATION (“SMBC”)

SMBC and its group companies offer a broad range of financial and banking services. They are also engaged in leasing, securities, credit card, investment, mortgage securitisation, venture capital and other credit related businesses.

SMBC is one of the world’s largest banking and financial services organisations, with over 450 domestic branches in Japan and more than 65 overseas offices including subsidiaries, representative offices and branches. Its non-consolidated total assets as of 31 March 2022 were approximately USD 1.9 trillion.

As at the date of this Base Prospectus, the long-term senior unsecured obligations of SMBC are rated A1 by Moody’s and A by S&P and SMBC has a long term issuer default rating of A from Fitch.

Lending and other commercial banking activities are performed by SMBC and its banking affiliates. The Japanese Financial Services Agency is the “home” regulator of SMBC and has a shared responsibility for regulating branches with the individual branch’s “host” regulator.

TAX CONSIDERATIONS

FINNISH TAXATION

The following is a general description of certain tax considerations relating to the Bonds. The summary is based on the tax laws, regulations and tax authority guidance of Finland in effect as at the date of the Base Prospectus, subject to amendments to the laws, regulations and tax authority guidance of Finland, including any amendments with a retroactive effect. The following summary is not exhaustive and does not take into account or discuss the tax laws of any other country than Finland. Prospective purchasers of the Bonds should consult their own tax advisers for detailed advice and as to which countries' tax laws could be relevant to acquiring, holding and disposing of the Bonds and receiving payments of interest, principal and/or other amounts under the Bonds and the consequences of such actions under the tax laws of those countries.

Withholding Tax

As at the date of this Base Prospectus, payments by the Issuer and the Guarantors to Bondholders will not be subject to Finnish withholding tax.

Non-Resident Bondholders

Non-resident Bondholders who conduct business through a permanent establishment in Finland, or who are considered as Finnish tax residents based on their effective place of management, will be taxed as Finnish resident Bondholders on payments in respect of the Bonds and gains realised on the sale or redemption of the Bonds. Conversely, non-resident Bondholders who do not conduct business through a permanent establishment in Finland, or who are not otherwise considered as Finnish tax residents, will not be subject to Finnish taxes either on interest payments in respect of the Bonds or gains realised on the sale or redemption of the Bonds. In respect of non-resident Bondholders with a permanent establishment in Finland or who are considered as Finnish tax residents based on their effective place of management, capital gains and interest relating to the Bonds are subject to Finnish taxation provided that the Bonds are attributable to their activities liable to tax in Finland. Capital losses are in principle deductible against taxable income subject to certain limitations.

Resident Bondholders

Pursuant to the tax laws of Finland currently in effect, Bondholders who are resident in Finland for tax purposes are as a general rule subject to Finnish tax on interest payments received under the Bonds and on gains realised on the sale or redemption of the Bonds.

Interest received by corporate Bondholders and capital gains accrued at the level of corporate Bondholders are taxed as corporate income. Capital losses are in principle deductible against taxable income subject to certain limitations. The applicable Finnish corporate income tax rate is 20 per cent. No tax withholding obligation applies with respect to interest paid to corporate Bondholders or capital gains received by corporate Bondholders. Tax exemption may apply with respect to Bondholders considered as entities exempt from Finnish corporate income tax.

Interest paid to an individual Bondholder or to a Bondholder considered as an estate of a deceased person is taxed as capital income. Such interest is subject to a preliminary withholding tax of 30 per cent. in accordance with the Finnish Withholding Tax Act (Fi: *Ennakkoperintälaki* 1118/1996, as amended). The withholding obligation is with the Issuer or the securities dealer, paying agent or other intermediary effecting payment that is resident in Finland or has a permanent establishment in Finland. Any capital gain accrued on the Bonds or any interest compensation (secondary market compensation, Fi: *jälkimarkkinahyvitys*) is taxed as capital income at the level of the individual or an undistributed estate of a deceased Finnish resident. Capital gain is not subject to preliminary withholding tax. Capital income is taxed at a flat rate of 30 per cent. (to the extent the annual capital income does not exceed €30,000). If the aggregate capital income of the tax payer exceeds €30,000, the tax rate is 34 per cent. Notwithstanding the foregoing, preliminary tax withholdings will be made at the rate of 30 per cent. Capital losses are in principle deductible for to an individual Bondholder or to a Bondholder considered as an estate of a deceased person from capital gains and other capital income.

The Issuer or a securities dealer, a paying agent or other intermediary resident in Finland or having a permanent establishment in Finland shall deduct a preliminary withholding tax of 30 per cent. from the secondary market

compensation paid to an individual residing in Finland or an undistributed estate of a deceased Finnish resident in accordance with the Finnish Withholding Tax Act (*Fi: Ennakkoperintälaki 1118/1996*, as amended).

If the Bonds are acquired in the secondary market, any accrued interest paid (secondary market compensation) is deductible from the capital income or, to the extent exceeding capital income, from earned income subject to the limitations of the Finnish Income Tax Act.

Transfer Taxation

A transfer of the Bonds is not subject to Finnish transfer taxation provided that the interest is not determined on the basis of the Issuer's profit or dividend, or entitle to portion of the Issuer's profits.

Subscription and Sale

Dealership Agreement

Bonds may be sold from time to time by the Issuer to the Dealer and any other dealer appointed from time to time in each case acting as principal or to subscribers from whom subscriptions have been procured by the Dealer, in each case pursuant to the amended and restated dealership agreement dated on or around 4 October 2021, made between, among others, the Issuer and the Dealer, as may be amended, restated or supplemented from time to time (the “**Dealership Agreement**”). The arrangements under which a particular Tranche of Bonds may from time to time be agreed to be sold by the Issuer to, and purchased by, the Dealer or subscribers are set out in the Dealership Agreement and the Subscription Agreements relating to each Tranche of Bonds. Any such agreement will, *inter alia*, make provision for the price at which such Bonds will be purchased by the Dealer or subscribers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase. The Dealership Agreement makes provision for the resignation or termination of appointment of the existing Dealer and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Series or Tranche of Bonds.

In the Dealership Agreement, the Issuer has agreed to reimburse the Dealer for certain of their expenses in connection with the establishment and maintenance of the Programme and the issue of Bonds under the Dealership Agreement and each of the Obligor and the Issuer has agreed to indemnify the Dealer against certain liabilities incurred by them in connection therewith.

The Dealer may, directly or indirectly through affiliates, have provided investment and/or commercial banking, financial advisory and other services to the Obligor and their affiliates from time to time for which they have received monetary compensation. The Dealer may from time to time also enter into swap and other derivative transactions with the Obligor and their affiliates, including in relation to the Bonds. In addition, the Dealer may engage in the future in investment banking, commercial banking, financial or other advisory services with the Issuer, the Obligor or their affiliates.

United States of America

The Bonds and the Guarantee have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States and neither the Bonds nor the Guarantee may be offered or sold, or in the case of Bearer Bonds, delivered, within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from or not subject to the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act (“**Regulation S**”).

The Bearer Bonds are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them in the U.S. Internal Revenue Code of 1986 and regulations thereunder.

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it will not offer, sell or deliver any Bonds or the Guarantee, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the completion of the distribution of such Bonds and the Guarantee or all Bonds of the Tranche of which such Bonds are a part, within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S of the Securities Act. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer or any other purchaser to which it sells Bonds and the Guarantee during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Bonds and the Guarantee within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meaning given to them by Regulation S.

In addition, until 40 days after the commencement of the offering, an offer or sale of any Series of Bonds and the Guarantee within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Transfer Restrictions

Each purchaser of the Bonds and the Guarantee outside the United States pursuant to Regulation S and each subsequent purchaser of such Bonds and the Guarantee in resales prior to the expiration of the distribution compliance period, by accepting delivery of this Base Prospectus and the Bonds and the Guarantee, will be deemed to have represented, agreed and acknowledged that:

- (a) It is, or at the time the Bonds and the Guarantee are purchased will be, the beneficial owner of such Bonds and the Guarantee and: (i) it is not a U.S. person and it is located outside the United States (within the meaning of Regulation S); and (ii) it is not an affiliate of the Issuer or a person acting on behalf of such an affiliate.
- (b) It understands that such Bonds and the Guarantee have not been and will not be registered under the Securities Act and that, prior to the expiration of the distribution compliance period, it will not offer, sell, pledge or otherwise transfer, or in the case of the Bearer Bonds, deliver such Bonds and the Guarantee except in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S, in each case in accordance with any applicable securities laws of any State of the United States.
- (c) It understands that such Bonds and the Guarantee, unless otherwise determined by the Issuer in accordance with applicable law, will bear a legend to the following:

“THIS BOND AND THE GUARANTEES IN RESPECT THEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE “**SECURITIES ACT**”) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, OR IN THE CASE OF THE BEARER BONDS, DELIVERED, WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM OR IN A TRANSACTION NOT SUBJECT TO THE REGISTRATION UNDER THE SECURITIES ACT. THE BONDS MAY INCLUDE BEARER BONDS THAT ARE SUBJECT TO U.S. TAX LAW REQUIREMENTS.”

- (d) It understands that the Issuer, the Registrar, the Dealers and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.

Prohibition of Sales to EEA Retail Investors

Each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Bonds which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation to any retail investor in the EEA.

For the purposes of this provision the expression “**retail investor**” means a person who is one (or more) of the following:

- (a) a retail client as defined in point (11) of Article 4(1) of MiFID II;
- (b) a customer within the meaning of 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
- (c) not a qualified investor as defined in the Prospectus Regulation.

The expression an “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Bonds to be offered so as to enable an investor to decide to purchase or subscribe for Bonds.

Prohibition of Sales to UK Retail Investors

Each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered, sold or otherwise made available and will not offer, sell or

otherwise make available any Bonds which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation to any retail investor in the United Kingdom.

For the purposes of this provision the expression “**retail investor**” means a person who is one (or more) of the following:

- (a) a retail client, as defined in point (8) of Article 2(1) of Regulation (EU) No 2017/565 as it forms part of English law by virtue of the EUWA;
- (b) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of English law by virtue of the EUWA; or
- (c) not a qualified investor as defined in Regulation (EU) 2017/1129 as it forms part of English law by virtue of the EUWA (the “**UK Prospectus Regulation**”).

The expression an “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Bonds to be offered so as to enable an investor to decide to purchase or subscribe for Bonds.

United Kingdom

The Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

No deposit-taking: in relation to any Bonds which have a maturity of less than one year:

- (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of its business
- (b) it has not offered or sold and will not offer or sell any Bonds other than to persons:
 - (i) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses; or
 - (ii) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or as agent) for the purposes of their businesses,

where the issue of the Bonds would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;

General Compliance: it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Bonds in, from or otherwise involving the UK; and

Financial promotion: it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Bonds in circumstances in which Section 21(1) of the FSMA does not or, in the case of the Issuer or the Guarantors, would not, if it is not an authorised person, apply.

Switzerland

The Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) this Base Prospectus is not intended to constitute an offer or solicitation to purchase or invest in the Bonds described herein;
- (b) it will not publicly offer or sell or advertise, directly or indirectly, in, into or from Switzerland and will not list the Bonds on the SIX Swiss Exchange or on any other exchange or regulated trading facility in

Switzerland, as such term is defined or interpreted under the Swiss Code of Obligations (“CO”) and the Swiss Collective Investment Schemes Act;

- (c) neither the Base Prospectus nor any other documents related to the Bonds constitute a prospectus within the meaning of art. 652a or art. 1156 of the CO;
- (d) neither this Base Prospectus nor any other offering or marketing material relating to the offering, nor the Issuer nor the Bonds have been or will be filed with or approved by any Swiss regulatory authority. The Bonds are not subject to supervision by any Swiss regulatory authority e.g. the Swiss Financial Markets Supervisory Authority (“FINMA”), and investors to the Bonds will not benefit from protection or supervision by any such authority; and
- (e) neither this Base Prospectus nor any other offering or marketing material relating to the Bonds may be publicly distributed or otherwise made publicly available in Switzerland.

Singapore

Each Dealer acknowledges, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Bonds or caused the Bonds to be made the subject of an invitation for subscription or purchase and will not offer or sell any Bonds or cause the Bonds to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Bonds, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Bonds are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in section 2(1) of the SFA) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Bonds pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (2) where no consideration is or will be given for the transfer;
- (3) where the transfer is by operation of law;
- (4) as specified in Section 276(7) of the SFA; or
- (5) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

General

Each Dealer has acknowledged that and each Dealer appointed under the Programme will be required to acknowledge that, other than having obtained the approval of the Base Prospectus by the FCA in accordance

with Part VII of the FSMA for the Bonds to be admitted to listing on the Official List of the FCA and to trading on the regulated market, no action has been or will be taken in any jurisdiction by the Issuer or any of the other parties that would permit a public offering of Bonds, or possession or distribution of the Base Prospectus or any other offering material, in any jurisdiction where action for that purpose is required. Each Dealer shall to the best of its knowledge comply with all applicable laws and regulations in each jurisdiction in or from which they purchase, offer, sell or deliver Bonds or have in their possession or distribute the Base Prospectus or any other offering material, in all cases at their own expense. Other persons into whose hands this Base Prospectus or any Final Terms or Pricing Supplement comes are required by the Issuer, the Guarantors and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Bonds or possess, distribute or publish this Base Prospectus or any Final Terms or Pricing Supplement or any related offering material, in all cases at their own expense.

The Dealership Agreement provides that each Dealer shall not be bound by any of the restrictions relating to any specific country or jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) in the official interpretation, after the date of the Dealership Agreement, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of each Dealer described in the paragraph above.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification will be set out in the relevant Subscription Agreement or in a drawdown prospectus applicable to a particular Tranche of Bonds.

GENERAL INFORMATION

Authorisation

The update of the Programme was duly authorised by resolutions of the Board of Directors of each of the Issuer and Elenia Oy on 29 June 2022 and each of Elenia Holdings and Elenia Investments on 10 August 2022.

The Issuer has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Bonds and each Guarantor has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with its performance under the Guarantee.

Listing

It is expected that listing of the Bonds on the Official List of the FCA and admission to trading on the Main Market of the London Stock Exchange will be granted on the relevant Issue Date, subject only to the issue of a Global Bond of the relevant type in respect of each Tranche. Application has also been made to the FCA for Bonds issued under the Programme to be admitted to the Official List and for admission to trading on the Main Market of the London Stock Exchange. The listing of the Programme in respect of the Bonds is expected to be granted on or around 18 August 2022.

Auditors

Ernst & Young Oy with address at Alvar Aallon katu 5 C, 00100 Helsinki, Finland, have rendered unqualified audit reports with respect to the audited financial statements as of and for the year ended 31 December 2021 (with comparatives as of and for the year ended 31 December 2020), 31 December 2020 and 31 December 2019 of the Issuer and Elenia Oy. Ernst & Young Oy is an Authorized Public Accountant firm registered in the register of auditors maintained by the Finnish Patent and Registration Office. The principal auditor who signed the auditor's reports on behalf of Ernst & Young Oy is an Authorized Public Accountant registered in the register of auditors maintained by the Finnish Patent and Registration Office.

The reports of the auditors of the Issuer and the Guarantors are incorporated by reference into the Base Prospectus with the consent of the auditors who have authorised the contents of that part of this Base Prospectus.

Clearing and Settlement

The Bonds have been accepted for clearing through Clearstream, Luxembourg and Euroclear. The appropriate Common Code, ISIN, FISN and CFI for each Tranche of Bonds allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms or Pricing Supplement (as applicable). If the Bonds are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms or Pricing Supplement (as applicable).

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855 Luxembourg. The address of any alternative clearing system will be specified in the applicable Final Terms or Pricing Supplement (as applicable).

Yield

The yield for any particular Tranche of Bonds will be specified in the applicable Final Terms or Pricing Supplement (as applicable) and will be calculated at the Issue Date on the basis of the Issue Price. The yield specified in the applicable Final Terms or Pricing Supplement (as applicable) in respect of a Tranche of Bonds will not be an indication of future yield.

Litigation

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) within a period of 12 months preceding the date of this Base Prospectus which may have, or have had in the recent past, a significant effect upon the Issuer's or its subsidiaries' financial position or profitability.

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which Elenia Oy is aware) within a period of 12 months preceding the date of this Base Prospectus which may have, or have had in the recent past, a significant effect on Elenia Oy's or its subsidiaries' financial position or profitability.

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which Elenia Holdings is aware) within a period of 12 months preceding the date of this Base Prospectus which may have, or have had in the recent past, a significant effect on Elenia Holdings or its subsidiaries' financial position or profitability.

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which Elenia Investments is aware) within a period of 12 months preceding the date of this Base Prospectus which may have, or have had in the recent past, a significant effect on Elenia Investments or its subsidiaries' financial position or profitability.

Significant or Material Change

Since the date of its incorporation, the Issuer has not entered into any contract or arrangement not being in the ordinary course of business other than the Issuer Transaction Documents.

There has been no material adverse change in the prospects of the Issuer and its subsidiary since 31 December 2021 (being the date of its latest audited consolidated financial accounts), nor any significant change in the financial position or financial performance of the Issuer and its subsidiary since 31 December 2021.

There has been no material adverse change in the prospects of Elenia Oy and its subsidiaries since 31 December 2021 (being the date of its latest audited consolidated financial accounts), nor any significant change in the financial position or financial performance of Elenia Oy and its subsidiaries taken as a whole since 31 December 2021.

There has been no material adverse change in the prospects of Elenia Holdings and its subsidiaries nor any significant change in the financial position or financial performance of Elenia Holdings and its subsidiaries taken as a whole since 31 December 2021.

There has been no material adverse change in the prospects of Elenia Investments and its subsidiaries nor any significant change in the financial position or financial performance of Elenia Investments and its subsidiaries taken as a whole since 31 December 2021.

Charges and Guarantees

Save as disclosed in this Base Prospectus, the Issuer has no outstanding loan capital, borrowings, indebtedness or contingent liabilities nor has the Issuer created any mortgages or given any charge or guarantee.

Documents Available

For so long as the Programme remains in effect or any Bonds shall be outstanding, copies of the following documents may (when published) be inspected during normal business hours at the specified offices of the Issuer at P.O. Box 2, Patamäenkatu 7, FI-33901 Tampere, Finland and at the offices of the Principal Paying Agent during usual business hours or in the case of the documents listed under paragraphs (f)(i), (ii) and (x) at <http://www.elenia.fi/en/investors>:

- (a) the constitutional documents of the Issuer, Elenia Investments, Elenia Oy and Elenia Holdings (as the same may be updated from time to time);
- (b) a copy of each of the Documents Incorporated by Reference;
- (c) a copy of this Base Prospectus;
- (d) each Final Terms, Pricing Supplement or Drawdown Prospectus relating to Bonds which are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system;
- (e) each Investor Report;

- (f) a copy of the 2021 Base Prospectus;
- (g) copies of the following documents (as may be amended, restated or supplemented from time to time):
 - (i) the CTA;
 - (ii) the STID;
 - (iii) Authorised Credit Facilities Agreement;
 - (iv) the Security Documents;
 - (v) the Bond Trust Deed;
 - (vi) the Agency Agreement;
 - (vii) the Account Bank Agreement;
 - (viii) the Issuer Hedging Agreements;
 - (ix) the Liquidity Facility Agreement;
 - (x) the Master Definitions Agreement; and
 - (xi) the Tax Deed of Covenant.

For the avoidance of doubt, unless specifically incorporated by reference into this Base Prospectus, information contained on the website does not form part of this Base Prospectus and has not been scrutinized or approved by the FCA.

Material Contracts

None of the Issuer, Elenia Investments, Elenia Oy or Elenia Holdings has entered into any contracts outside the Finance Documents, the Dealership Agreement, each Subscription Agreement and the ordinary course of its business, which could result in any of the Issuer, Elenia Investments, Elenia Oy or Elenia Holdings being under an obligation or entitlement that is material to each of their ability to meet its obligations to all secured creditors in respect of the Bonds being issued.

Third-Party Information

Third-party information referred to in the sections entitled “*Business of Elenia*”, “*Book-Entry Clearance Procedure*” and “*Description of Effective Date Liquidity Facility Providers*” has been accurately reproduced from information provided by the third parties referred to in such sections and as far as the Issuer and the Guarantors are aware and are able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Availability of Financial Statements

The audited annual financial statements of the Issuer, Elenia Investments, Elenia Oy and Elenia Holdings will be prepared as at 31 December in each year. All future audited annual financial statements of the Issuer, Elenia Investments, Elenia Oy and Elenia Holdings will be available free of charge in accordance with “*Documents Available*” above.

The audited accounts of the Issuer, Elenia Investments, Elenia Oy and Elenia Holdings for the periods ended 31 December 2021 and 31 December 2020 and the audited accounts of the Issuer, Elenia Palvelut Oy, Elenia Holdings and Elenia Investments for the period ended 31 December 2019 are incorporated into this Base Prospectus by reference. Further details can be found in the section entitled “*Documents Incorporated by Reference*” above and “*Presentation of Financial Information following the Corporate Reorganisation*” on pages 3 and 4 of the 2021 Base Prospectus (which is incorporated by reference into this Base Prospectus).

Information in Respect of the Bonds

The issue price and the amount of the relevant Bonds will be determined, before filing of the relevant Final Terms or Pricing Supplement of each Tranche, based on the then prevailing market conditions. The Issuer does not intend to provide any post-issuance information in relation to any issues of Bonds admitted to trading except for the Investor Report and the Compliance Certificate which will be prepared by the Issuer on a semi-annual basis and published on the designated website of the Issuer, being <http://www.elenia.fi/en/investors> and which will be delivered by the Issuer to the Bond Trustee and the Security Trustee.

Other Activities of the Dealer

The Dealer and its affiliates: (i) has provided, and may in the future provide, investment banking, commercial lending, consulting and financial advisory services to; (ii) has entered into and may, in the future enter into, other related transactions with; and (iii) has made or assisted or advised any party to make, and may in the future make or assist or advise any party to make, acquisitions and investments in or related to, the Issuer or the Obligors and their respective subsidiaries and affiliates or other parties that may be involved in or related to the transactions contemplated in this Base Prospectus, in each case in the ordinary course of business. The Dealer and its respective affiliates may, in the future, act as a Hedge Counterparty. The Arranger, the Dealer and each of their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer and its affiliates in the ordinary course of business. Certain of the Arranger, Dealer and each of their affiliates may have positions, deal or make markets in the Bonds issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities. Certain of the Dealers may from time to time also enter into swap and other derivative transactions with the Issuer and its affiliates.

In addition, in the ordinary course of their business activities, the Arranger, Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. Certain of the Arranger, Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Arranger, Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Bonds issued under the Programme. Any such positions could adversely affect future trading prices of Bonds issued under the Programme or whether a specified barrier or level is reached. The Arranger, the Dealer and each of their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

GLOSSARY

Acceleration Notice	means a notice delivered by the Security Trustee pursuant to the STID by which the Security Trustee declares that some or all Secured Liabilities shall be accelerated.
Account Bank	means: <ul style="list-style-type: none">(a) the Original Account Bank; and(b) any successor to the Original Account Bank or any additional account bank appointed pursuant to the terms of any Account Bank Agreement, provided that in each case such account bank satisfies the Minimum Long Term Rating as at the date of its appointment.
Account Bank Agreement	means: <ul style="list-style-type: none">(a) the account bank agreement dated 10 December 2013 as amended and restated on 20 December 2019; and(b) any other account bank agreement entered into between certain Obligors, any Account Bank (other than the Original Account Bank), the Security Trustee and the Standstill Cash Manager on terms substantially similar in effect to the Original Account Bank Agreement (which, for the avoidance of doubt, shall include the same obligations on each Obligor in the event that any Account Bank ceases to maintain the Minimum Long Term Rating).
ACF Agent	means Crédit Agricole Corporate and Investment Bank.
ACF Arranger	means the financial institutions listed as such in the Authorised Credit Facilities Agreement and any other entity which accedes to the Authorised Credit Facilities Agreement as an ACF Arranger in accordance with the Finance Documents.
ACF Lender	means a lender under the Authorised Credit Facilities Agreement.
Agency Agreement	means the agency agreement dated 21 January 2020 as amended from time to time.
Agent	means each of the Principal Paying Agent, the Transfer Agents, the Calculation Agent, the Agent Bank, the Registrar, the Exchange Agent or any other agent appointed by the Issuer pursuant to the Agency Agreement or a Calculation Agency Agreement and Agents means all of them.
Amended and Restated Liquidity Facility Agreement	means the amended and restatement of the Initial Liquidity Facility Agreement dated 26 June 2017 and entered into between, among others, Elenia Oy, Elenia Finance Oyj, Elenia Lämpö Oy and the Effective Date Liquidity Facility Provider(s).
Ancillary Commitment	means, in relation to an Ancillary Lender and an Ancillary Facility, the maximum amount which that Ancillary Lender has agreed (whether or not subject to satisfaction of conditions precedent) to make available from time to time under an Ancillary Facility and which has been authorised as such under the relevant clause of the Authorised Credit Facility Agreement.
Ancillary Facility	means (a) in respect of the Authorised Credit Facilities Agreement, has the meaning given to such term in the Authorised Credit Facilities Agreement and (b) in respect of any other Authorised Credit Facility Agreement, has the meaning set out therein.

Ancillary Lender	means each Lender (or affiliate of a Lender) which makes available an Ancillary Facility in accordance with the Authorised Credit Facilities Agreement.
Ancillary Outstandings	<p>means, at any time, in relation to an Ancillary Lender and an Ancillary Facility then in force the aggregate of the equivalents (as calculated by that Ancillary Lender) of the following amounts outstanding under that Ancillary Facility:</p> <ul style="list-style-type: none"> (a) the principal amount under each overdraft facility and on-demand short term loan facility (net of any Available Credit Balance); (b) the face amount of each guarantee, bond and letter of credit under that Ancillary Facility; and (c) the amount fairly representing the aggregate exposure (excluding interest and similar charges) of that Ancillary Lender under each other type of accommodation provided under that Ancillary Facility, <p>in each case as determined by such Ancillary Lender, acting reasonably in accordance with its normal banking practice and in accordance with the relevant Ancillary Document.</p>
Authorised Credit Facility	means any facility or agreement entered into by any Obligor for Secured Debt as permitted by the terms of the Common Terms Agreement, the providers of which are parties to or have acceded to the STID and the Common Terms Agreement, and includes the WC Facility, the Capex Facility, the Liquidity Facilities, each PP Note Purchase Agreement, the PP Notes, the Hedging Agreements, the Bond Trust Deed, the Bonds and (a) any fee letter or commitment letter entered into in connection with the foregoing facilities or agreements or the transactions contemplated in the foregoing facilities and (b) any other document (not being the Dealership Agreement, a Subscription Agreement or a Common Document) that has been entered into in connection with the foregoing facilities or agreements or the transactions contemplated thereby that has been designated as a document that should be deemed to be an Authorised Credit Facility for the purposes of this definition by the parties thereto (including at least one Obligor).
Authorised Credit Facility Agreement	means an agreement documenting an Authorised Credit Facility.
Authorised Credit Facilities Agreement Termination Date	means 26 June 2024.
Authorised Credit Provider	means a lender, a holder of PP Notes or other provider of credit or financial accommodation under any Authorised Credit Facility. These include the ACF Lenders, WC Facility Providers, Capex Facility Providers, the PP Noteholders (but only after such PP Notes have been issued) and the Hedge Counterparties).
Available Commitment	<p>means, in relation to a Facility, a Lender's Commitment under that Facility minus (subject as set out below):</p> <ul style="list-style-type: none"> (a) the Euro amount of its participation in any outstanding Loans under that Facility and, in the case of the WC Facility only, the Euro amount of the aggregate of its Ancillary Commitments; and (b) in relation to any proposed Loan, the Euro amount of its participation in any other Loans that are due to be made under that Facility on or

before the proposed Utilisation Date and, in the case of the WC Facility only, the Euro amount of its Ancillary Commitment in relation to any new Ancillary Facility that is due to be made available on or before the proposed Utilisation Date.

Available Credit Balance	means, in relation to an Ancillary Facility, credit balances on any account of any Borrower of that Ancillary Facility with the Ancillary Lender making available that Ancillary Facility to the extent that those credit balances are freely available to be set off by that Ancillary Lender against liabilities owed to it by that Borrower under that Ancillary Facility.
Available Enforcement Proceeds	means on any date, all monies received or recovered by the Security Trustee (or any Receiver appointed by it) in respect of the Security and under the guarantees from the Obligors (but excluding any amounts standing to the credit of or recovered by the Security Trustee from any Defeasance Account, any Liquidity Standby Account and any Tax credits).
Base Prospectus	means the prospectus relating to the Bonds prepared in connection with the Programme and constituting (in the case of Bonds to be listed on a Stock Exchange), to the extent specified in it, a base prospectus for the purposes of Article 8 of the UK Prospectus Regulation as revised, supplemented or amended from time to time by the Issuer (including by way of a Drawdown Prospectus) and, in relation to each Bond issue, the applicable Final Terms shall be deemed to be included in the Base Prospectus.
Bearer Bonds	means those Bonds which are for the time being in bearer form.
Bearer Definitive Bond	means a Bearer Bond in definitive form issued or, as the case may require, to be issued by the Issuer in accordance with the provisions of the Dealership Agreement or any other agreement between the Issuer and the relevant Dealer(s), the Agency Agreement and the Bond Trust Deed in exchange for either a Temporary Bearer Global Bond or part thereof or a Permanent Bearer Global Bond or part thereof (all as indicated in the applicable Final Terms), such Bearer Bond in definitive form being in the form or substantially in the form set out in the Bond Trust Deed with such modifications (if any) as may be required in any jurisdiction in which a particular Tranche of Bonds may be issued or sold from time to time or as otherwise agreed between the Issuer, the Principal Paying Agent, the Bond Trustee and the relevant Dealer(s) and having the Conditions endorsed thereon or, if permitted by the relevant stock exchange, incorporating the Conditions by reference as indicated in the applicable Final Terms and having the relevant information supplementing, replacing or modifying the Conditions appearing in the applicable Final Terms endorsed thereon or attached thereto and (except in the case of a Zero Coupon Bond in bearer form) having Coupons and, where appropriate, Talons attached thereto on issue.
Bearer Global Bond	means a Temporary Bearer Global Bond and/or a Permanent Bearer Global Bond, as the context may require.
Bond	means a bond issued pursuant to the Programme and denominated in such currency or currencies as may be agreed between the Issuer and the relevant Dealer(s) which has such maturity and denomination as may be agreed between the Issuer and the relevant Dealer(s) and issued or to be issued by the Issuer pursuant to the Dealership Agreement or any other agreement between the Issuer and the relevant Dealer(s) relating to the Programme, the Agency Agreement and the Bond Trust Deed and which shall, in the case of a Bearer Bond, either (a) initially be represented by, and comprised in, a Temporary Bearer Global Bond which may (in accordance with the terms of such Temporary Bearer Global Bond) be exchanged for Bearer Definitive Bonds

or a Permanent Bearer Global Bond which Permanent Bearer Global Bond may (in accordance with the terms of such Permanent Bearer Global Bond) in turn be exchanged for Bearer Definitive Bonds or (b) be represented by, and comprised in, a Permanent Bearer Global Bond which may (in accordance with the terms of such Permanent Bearer Global Bond) be exchanged for Bearer Definitive Bonds (all as indicated in the applicable Final Terms) and which may, in the case of Registered Bonds, either be in definitive form or be represented by, and comprised in, one or more Registered Global Bonds each of which may (in accordance with the terms of such Registered Global Bond) be exchanged for Registered Definitive Bonds or another Registered Global Bond (all as indicated in the applicable Final Terms) and includes any replacements for a Bond (whether a Bearer Bond or a Registered Bond, as the case may be) issued pursuant to Condition 14 (*Replacement of Bonds, Coupons and Talons*) and **Bonds** shall be construed accordingly (but excluding, for the avoidance of doubt, the PP Notes).

Bond Trust Deed

means the bond trust deed dated 21 January 2020 as amended from time to time, between the Issuer and the Bond Trustee under which Bonds will, on issue, be constituted and any deed supplemental thereto.

Bond Trustee

means Citicorp Trustee Company Limited (or any successor trustee appointed pursuant to the Bond Trust Deed) for and on behalf of the Bondholders.

Bondholders

means the several persons who are for the time being holders of the outstanding Bonds (being, in the case of Bearer Bonds, the bearers thereof and, in the case of Registered Bonds, the several persons whose names are entered in the register of holders of the Registered Bonds as the holders thereof) save that, in respect of the Bonds of any Tranche, for so long as such Bonds or any part thereof are represented by Global Bonds deposited with a common depositary (in the case of a CGB) or common safekeeper (in the case of a NGB or a Registered Global Bond held under the NSS) for Euroclear and Clearstream, Luxembourg or, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg (other than Clearstream, Luxembourg, if Clearstream, Luxembourg shall be an accountholder of Euroclear, and Euroclear, if Euroclear shall be an accountholder of Clearstream, Luxembourg) as the holder of a particular nominal amount of the Bonds of such Tranche shall be deemed to be the holder of such principal amount of such Bonds (and the holder of the relevant Global Bond shall be deemed not to be the holder) for all purposes of the Bond Trust Deed other than with respect to the payment of principal or interest on such nominal amount of such Bonds and, the rights to which shall be vested, as against the Issuer and the Bond Trustee, solely in such common depositary, common safekeeper or its nominee and for which purpose such common depositary, common safekeeper or its nominee shall be deemed to be the holder of such nominal amount of such Bonds in accordance with and subject to its terms and the provisions of the Bond Trust Deed and the Conditions; and the expressions **Bondholder**, **holder** and **holder of the Bonds** and related expressions shall (where appropriate) be construed accordingly.

Borrower

means Elenia Verkko Oyj.

Borrower Hedge Counterparty

any counterparty to any Borrower Hedging Agreement (each a “**Borrower Hedge Counterparty**” and together the “**Borrower Hedge Counterparties**”) from time to time.

Borrower Hedging Agreement

means each ISDA Master Agreement, the schedule thereto and each confirmation, in each case to be entered into pursuant to the Hedging Policy

between the Issuer and a Borrower Hedge Counterparty and the transactions effected thereunder.

**Borrower Subordinated
Hedge Amounts**

means any termination payment due or overdue to a Borrower Hedge Counterparty under any Borrower Hedging Agreement which arises as a result of the occurrence of an Event of Default (as defined in the relevant Hedging Agreement) where the relevant Borrower Hedge Counterparty is the Defaulting Party (as defined in the relevant Borrower Hedging Agreement).

Business Day

means:

- (a) in relation to any sum payable in Sterling, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange currency deposits) in London and Helsinki;
- (b) in relation to any sum payable in Euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in London and Helsinki, and in respect of the Bonds, in each (if any) additional city or cities specified in the relevant Final Terms;
- (c) in relation to any sum payable in a currency other than Euro or Sterling, a day on which commercial banks and foreign exchange markets settle payments generally in London and Helsinki, and in the principal financial centre of the currency in which such financial indebtedness is denominated (which in the case of a payment in U.S. Dollars shall be New York) and, in respect of the Bonds, in each (if any) additional city or cities specified in the relevant Final Terms; and
- (d) for any other purpose, means a day (other than a Saturday or a Sunday) on which banks are open for general business in London and Helsinki and (if there are PP Notes outstanding) New York,

provided that when **Business Day** is used in relation to any Hedging Agreement, **Business Day** has the meaning given to it in that Hedging Agreement.

**Calculation Agency
Agreement**

in relation to the Bonds of any Tranche, means an agreement in or substantially in the form scheduled to the Agency Agreement.

Calculation Agent

means, in relation to any Tranche of Bonds, the person appointed as calculation agent in relation to such Tranche of Bonds by the Issuer pursuant to the provisions of a Calculation Agency Agreement (or any other agreement) and shall include any Successor calculation agent appointed in respect of such Tranche of Bonds.

Calculation Date

means 30 June and 31 December in each year commencing on 30 June 2014 or such other dates as may be agreed as a result of a change in the financial year end (and associated change in the calculation of financial covenants) or regulatory year end relating to any Obligor and the Security Group.

Capex Facility

means a revolving overdraft and capital expenditure facility.

Capital Expenditure

means any expenditure or obligation in respect of such expenditure which, in accordance with the Accounting Standards, is treated as capital expenditure (and including the capital element of any expenditure or obligation incurred in connection with a Finance Lease).

Cash

means, at any time, cash in hand or at bank and (in the latter case) credited to an account in the name of an Obligor with an Acceptable Bank and to which an Obligor is alone (or together with other Obligors) beneficially entitled and for so long as:

- (a) that cash is repayable on demand or within 30 days of demand;
- (b) repayment of that cash is not contingent on the prior discharge of any other indebtedness of any member of the Security Group or of any other person whatsoever or on the satisfaction of any other condition; and
- (c) there is no Security Interest over that cash except under the Security Documents or any Permitted Security constituted by a netting or set-off arrangement entered into by any member of the Security Group in the ordinary course of their banking arrangements.

Cash Equivalent Investments

means at any time:

- (a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank;
- (b) any investment in marketable debt obligations issued or guaranteed by the government of:
 - (i) the United States of America;
 - (ii) the United Kingdom;
 - (iii) Finland; or
 - (iv) provided that it has a credit rating of not less than AA (or equivalent) by S&P, Fitch or Moody's, any member state of the EEA or any Participating Member State,

or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security.

- (c) commercial paper not convertible or exchangeable to any other security:
 - (i) for which a recognised trading market exists;
 - (ii) issued by an issuer incorporated in:
 - (A) the United States of America;
 - (B) the United Kingdom; or
 - (C) provided that it has a credit rating of not less than AA (or equivalent) by S&P, Fitch or Moody's, any member state of the EEA or any Participating Member State;
 - (iii) which matures within six months after the relevant date of calculation; and
 - (iv) which has a credit rating of either A-1 or higher by S&P or F1 or higher by Fitch or P-1 or higher by Moody's, or, if no

rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit-enhanced debt obligations, an equivalent rating;

- (d) any investment in money market funds which (i) have a credit rating of either A-1 or higher by S&P or F1 or higher by Fitch or P-1 or higher by Moody's, (ii) which invest substantially all of their assets in securities of the types described in paragraphs (a) and (c) above and (iii) can be turned into cash on not more than 30 days' notice; or
- (e) any other debt security approved by the Security Trustee in accordance with the STID, acting on the instructions of the Qualifying Secured Creditors,

in each case, denominated in Euros and to which any Obligor is alone (or together with other Obligors beneficially entitled at that time and which is not issued or guaranteed by any member of the Security Group or subject to any Security (other than Security arising under the Security Documents).

Cash Management Agreement

means the cash management agreement dated 10 December 2013 between the Cash Manager, the Obligors and the Security Trustee.

Cash Manager

means the Issuer or, during a Standstill Period or following the termination of a Standstill Period (except in certain cases as set out in the STID), the Standstill Cash Manager, which will initially be National Westminster Bank Plc or any other initial or any successor Standstill Cash Manager appointed in accordance with the terms of the CTA.

Combined Swap Transaction

means a Swap Transaction and an Offsetting Transaction.

Commitment

has the meaning given to such term in the relevant Authorised Credit Facility Agreement.

Common Documents

means the Security Documents, the Common Terms Agreement, the Master Definitions Agreement, the STID, the Account Bank Agreement and the Tax Deed of Covenant.

Common Terms Agreement or CTA

means the common terms agreement dated 10 December 2013 as amended and restated on 3 September 2018 and on 20 December 2019 between, among others, the Obligors, the Security Trustee, the Bond Trustee, the Cash Manager, the Security Group Agent, the Effective Date Liquidity Facility Providers, the ACF Arrangers, the Original Initial ACF Lenders, the Initial ACF Agent, the LF Arrangers, the Liquidity Facility Agent, the Initial Borrower Hedge Counterparties, the Standstill Cash Manager and an Account Bank.

Conditions

means in relation to the Bonds of any Tranche, the terms and conditions endorsed on or incorporated by reference into the Bond or Bonds constituting such Tranche, such terms and conditions being substantially in the form scheduled to the Bond Trust Deed or in such other form, having regard to the terms of the Bonds of the relevant Tranche, as may be agreed between the Issuer, the Bond Trustee and the relevant Dealer(s) as completed by the Final Terms applicable to the Bonds of the relevant Tranche, in each case as from time to time modified in accordance with the provisions of the Bond Trust Deed and any reference in the Bond Trust Deed to a particular specified Condition or paragraph of a Condition shall be construed accordingly.

Corporate Reorganisation	means the corporate restructuring of the Security Group as described in a STID Proposal dated 4 November 2019, which completed in 2020.
CP Agreement	means the conditions precedent agreement entered into between, among others the Bond Trustee, the Security Trustee and the Obligors on 16 December 2013.
Dealership Agreement	means the amended and restated agreement dated 21 January 2020 between, among others, the Issuer, and the Dealer named therein (or deemed named therein) concerning the purchase of Bonds to be issued pursuant to the Programme together with any agreement for the time being in force amending, replacing, novating or modifying such agreement and any accession letters and/or agreements supplemental thereto.
Debt Service Reserve Account	means an account opened and maintained by Elenia Verkko Oyj entitled “Debt Service Reserve Account” which may be credited with a cash reserve for satisfying all or part of the minimum debt service funding requirements set out in the Common Terms Agreement, or such other account as may be opened, with the consent of the Security Trustee, at any branch of an Account Bank in replacement of such account.
Decision Period	means the relevant period of time Secured Creditors (acting through their Secured Creditor Representatives) have to respond or vote on certain matters as set out in the STID.
Declared Default	means an Event of Default in respect of which an Acceleration Notice has been delivered by the Security Trustee in accordance with the STID
Default	means: <ul style="list-style-type: none"> (a) an Event of Default; or (b) an event or circumstance which would be (with the expiry of a grace period, the giving of notice, or the making of any determination or any combination of the foregoing) an Event of Default.
Defeasance Account	means each account opened by the Issuer with an Account Bank in accordance with the Account Bank Agreement in respect of Defeased Debt.
Defeasance Amount	means amounts standing to the credit of the Defeasance Accounts or any amount representing proceeds of withdrawal from the Defeasance Account.
Direction Notice	means, in respect of any matter which is not the subject of a STID Proposal or a Qualifying Secured Creditor Instruction Notice, a notice delivered by the Security Trustee requesting instruction from the Qualifying Secured Creditors as to whether the Security Trustee should agree to a consent, waiver or modification or exercise a right or discretion pursuant to the Finance Documents and the manner in which it should do so, delivered in accordance with the STID.
Discretion Matter	means a matter in which the Security Trustee may exercise its discretion to approve any request made in a STID Proposal subject to and in accordance with clause 14.1 (<i>General discretion to modify, consent or waive in respect of Discretion Matters</i>) of the STID without any requirement to seek the approval of any Secured Creditor or any of their representatives.
Distressed Disposal	means a disposal of an asset of a member of the Security Group being effected:

	<ul style="list-style-type: none"> (a) pursuant to instruction in accordance with the STID in circumstances where the Security has become enforceable; or (b) by enforcement of the Security.
Effective Date Liquidity Facility Providers	means the lenders under the Amended and Restated Liquidity Facility Agreement.
Elenia Investments Finnish Pledge	means the Finnish law pledge dated 30 December 2019 between Elenia Investments and the Security Trustee.
Enforcement Action	<p>means any action by or on behalf of the Secured Creditors in respect of:</p> <ul style="list-style-type: none"> (a) demanding payment of any Liabilities (other than scheduled payments); (b) accelerating any of the Liabilities or otherwise declaring any Liabilities prematurely due and payable or payable on demand or the premature termination or close-out of any Liabilities under a Hedging Agreement (other than a Permitted Hedge Termination); (c) enforcing any Liabilities by attachment, set-off, execution, diligence, arrestment or otherwise; (d) crystallising, or requiring the Security Trustee to crystallise, any floating charge in the Security Documents; (e) enforcing, or requiring the Security Trustee to enforce, any Security Interests; (f) initiating or supporting or taking any action or step with a view to: <ul style="list-style-type: none"> (i) any insolvency, bankruptcy, liquidation, reorganisation, administration, receivership, administrative receivership, winding up, judicial composition or dissolution proceedings or any analogous proceedings in relation to any Obligor in any jurisdiction; (ii) any voluntary arrangement, scheme of arrangement or assignment for the benefit of creditors; or (iii) any similar proceedings involving any Obligor whether by petition, convening a meeting, voting for a resolution or otherwise; (g) bringing or joining any legal proceedings against any Obligor (or any of its Subsidiaries) to recover any Liabilities; (h) exercising any right to require any insurance proceeds to be applied in reinstatement of any asset subject to any Security Interests; or (i) otherwise exercising any other remedy for the recovery of any Liabilities.
Enforcement Period	means any period from and including the termination of a Standstill (other than in accordance with paragraph (a)(iii) of clause 20.4 of the STID) to and excluding the earlier of the date on which the Secured Liabilities have been discharged in full and the date on which the Security Trustee, acting in accordance with the instructions of the relevant Secured Creditors pursuant to the STID, notifies the Obligors that the Enforcement Period has ended.

English Security Agreement

means the English law governed Security Agreement dated 17 December 2013 entered into by Elenia Oy, Elenia Lämpö Oy, Elenia Holdings S.à r.l., Elenia Finance (SPPS) S.à r.l., Lakeside Network Investments Holding B.V. and Elenia Finance Oyj in favour of the Security Trustee as amended and/or supplemented from time to time.

Entrenched Rights

are matters which:

- (a) would delay the date fixed for payment of principal or interest in respect of the relevant Secured Creditor's debt or would reduce the amount of principal or make-whole amounts or the rate of interest payable in respect of such debt;
- (b) would bring forward the date fixed for payment of principal or interest in respect of a Secured Creditor's debt or would increase the amount of principal or the rate of interest payable on any date in respect of the Secured Creditor's debt;
- (c) would adversely change or have the effect of adversely changing any requirement set out in any Common Document that certain payments, applications or distributions should be made in accordance with the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments or would adversely change or have the effect of adversely changing the Post-Enforcement Priority of Payments, the Pre-Enforcement Priority of Payments or application thereof (including by amending any of the defined terms referred to in the Post-Enforcement Priority of Payments or the Pre-Enforcement Priority of Payments) in respect of a Secured Creditor (including the ranking of its claims);
- (d) would have the effect of adversely changing the application of any proceeds of enforcement of the Security Documents;
- (e) would deprive a Secured Creditor of its status as a Secured Creditor;
- (f) would result in the exchange of the relevant Secured Creditor's debt for, or the conversion of such debt into, shares, notes or other obligations of any other person;
- (g) would change or would relate to the currency of payment due under the relevant Secured Creditors debt (other than, in relation to Sterling-denominated debt, due to the United Kingdom adopting the Euro);
- (h) would change or would relate to any existing obligation of an Obligor to gross up any payment in respect of the relevant Secured Creditor's debt in the event of the imposition of withholding taxes;
- (i) would change or would have the effect of changing: (i) any of the following definitions or their use: Qualifying Secured Creditors, Qualifying Secured Debt, Qualifying Senior Debt, STID Proposal, Discretion Matter, Ordinary Voting Matter, Secured Debt, Extraordinary Voting Matter, Voted Qualifying Debt, Reserved Matter, Entrenched Right, Secured Liabilities; (ii) the Decision Period, Quorum Requirement or voting majority required in respect of any Ordinary Voting Matter, Extraordinary Voting Matter, Qualifying Secured Creditor Instruction Notice or Direction Notice; (iii) any of the matters that give rise to Entrenched Rights under the STID (iv) clause 17.1 (Scope of Entrenched Rights) of the STID; or (v) the manner in which Entrenched Rights or Reserved Matters may

be exercised or the consequences of exercising such Entrenched Rights or Reserved Matters;

- (j) would change or have the effect of changing clause 11.3 (Participating Qualifying Secured Creditors) of the STID;
- (k) would change or have the effect of changing the Reserved Matters as listed in schedule 3 of the STID;
- (l) would change or have the effect of changing the percentage of Qualifying Secured Creditors that can terminate a Standstill Period;
- (m) would change or would have the effect of changing the governing law or the dispute resolution clauses of any Common Document;
- (n) would approve an assignment of any rights or a transfer of any obligations of an Obligor under any Common Document (other than as contemplated in any Common Document);
- (o) in respect of each Hedge Counterparty:
 - (i) would change or would have the effect of changing any of the following definitions: Borrower Hedge Counterparty, Borrower Hedging Agreement, Borrower Hedging Transaction, Borrower Subordinated Hedge Amounts, Combined Swap Transaction, Hedge Counterparties, Hedging Agreement, Hedging Policy, Hedging Transaction, Hedge Replacement Premium, ISDA Master Agreement, Issuer Hedge Counterparty, Issuer Hedging Agreement, Issuer Hedging Transaction, Issuer Subordinated Hedge Amounts, Pari Passu Borrower Hedge Counterparty, Pari Passu Borrower Hedging Agreement, Pari Passu Hedge Counterparty, Pari Passu Hedging Agreement, Pari Passu Issuer Hedge Counterparty, Pari Passu Issuer Hedging Agreement, Pari Passu Issuer Hedging Transaction, Super Senior Borrower Hedging Agreement, Super Senior Hedge Counterparty, Super Senior Hedging Agreement, Super Senior Issuer Hedging Agreement or Swap Transaction;
 - (ii) would change or would have the effect of changing the limits specified in paragraphs 9 and 10 (General Principles) and paragraphs 12 to 16 (Interest Rate Risk Principles) of schedule 7 (Hedging Policy) of the Common Terms Agreement;
 - (iii) would change or have the effect of changing the definition of Permitted Hedge Termination or any of the Hedge Counterparties' rights to terminate the Hedging Agreements as set out in the Hedging Policy (including but not limited to paragraphs 8 and 21 of schedule 7 (Hedging Policy) of the Common Terms Agreement;
 - (iv) would change or have the effect of changing clause 7.1 (Events of Default) of the Common Terms Agreement;
 - (v) would change or have the effect of changing the definition of Acceleration Notice or would change or have the effect of changing clause 22.1 (Acceleration of Secured Liabilities), clause 22.2 (Automatic Acceleration of Secured Liabilities), clause 22.3 (Permitted Share Pledge Acceleration), clause

22.5 (Consequences of Delivery of Acceleration Notice) of the STID or clause 23.4 (Post-Enforcement Priority of Payments) of the STID;

- (vi) would change or have the effect of changing the purpose of the Liquidity Facility so as to result in it no longer being available to service payments due under the Hedging Agreements;
 - (vii) would release any of the Security (unless at least equivalent replacement security is taken at the same time) unless such release is permitted in accordance with the Common Documents; and
 - (viii) would change or have the effect of changing paragraph 13 (Disposals) of part 3 (General Covenants) of schedule 2 (Security Group Covenants) of the Common Terms Agreement; and
- (p) in respect of each Liquidity Facility Provider, would change the effect of clause 23.4 (Post-Enforcement Priority of Payments) of the STID or would affect the ability of such Liquidity Facility Provider to enforce its rights under a Liquidity Facility Agreement; and
- (q) (1) in respect of each ACF Lender, relates to those changes referred to in paragraphs (a) of clause 32.2 (Exceptions) of the Authorised Credit Facilities Agreement and (2) in respect of each Affected Lender (as such term is defined in the Authorised Credit Facilities Agreement), related to those changes referred to in paragraph (b) of clause 32.2 (Exceptions) of the Authorised Credit Facilities Agreement.

Equity Cure Right

means a right afforded to the Investors to cure certain Financial Ratio Event of Default as more fully set out in the Common Terms Agreement.

Event of Default

means an event or circumstance specified as such in the Common Terms Agreement, as more fully set out in “*Summary Of the Common Documents – Common Terms Agreement – Events of Default*” above.

Excluded Tax

means, in relation to any person, any Tax:

- (a) imposed on or calculated by reference to the net income, profits or gains of that person, in each case excluding any deemed income, profits or gains of that person other than to the extent such deemed income, profits or gains are matched by any actual income, profits or gains of an Affiliate of that person; or
- (b) that arises from the fraud, gross negligence or wilful default of the relevant person,

in each case including any related costs, fines, penalties or interest (if any).

Existing Indebtedness

means the financial indebtedness outstanding under the Existing Facilities Agreement.

Extraordinary Voting Matters

means any matters which:

- (a) would change (i) material definitions which relate to the key structural principles on which the voting mechanics of the

Extraordinary Voting Matters have been founded, or (ii) any of the matters constituting Extraordinary Voting Matters;

- (b) would change any Event of Default or any Trigger Event each in relation to non-payment, the making of Restricted Payments, financial ratios or credit rating downgrade (in the case of a Trigger Event only);
- (c) would relate to the waiver of any Event of Default or any Trigger Event each in relation to non-payment, credit rating downgrade (in the case of a Trigger Event only), financial ratios or the making of Restricted Payments;
- (d) would change in any adverse respect the restriction on any disposal of Elenia Verkko Oyj or relate to a consent in respect of any such disposal;
- (e) would materially change or have the effect of materially changing the definition of Permitted Business;
- (f) would change or have the effect of changing the provisions relating to or relate to the waiver of the Permitted Additional Financial Indebtedness tests set out in the definition of “Permitted Additional Financial Indebtedness” in the MDA;
- (g) would result in the Aggregate Available Liquidity being less than the Liquidity Required Amount and, to the extent that the passing of an Extraordinary Resolution on the matters referred to in this subparagraph (h) necessitates an amendment to any Trigger Event, the amendment to that Trigger Event shall be an Extraordinary Voting Matter;
- (h) would bring forward the scheduled maturity date of any Financial Indebtedness following the occurrence of a Trigger Event which is continuing; or
- (i) would release any of the Security (unless equivalent replacement security is taken at the same time) unless such release is permitted in accordance with the terms of the Common Documents

Facility Agent

means, as the context requires, any or all of the ACF Agent, the Effective Date Liquidity Facility Agent and any agent appointed in respect of any Authorised Credit Facility.

Finance Document

means:

- (a) each Hedging Agreement and any other credit support or collateral documentation entered into in connection therewith or pursuant thereto;
- (b) the Authorised Credit Facilities Agreement;
- (c) the Bonds (including any applicable Coupons and Final Terms);
- (d) the Bond Trust Deed (including the Conditions);
- (e) the Security Documents;
- (f) the Common Terms Agreement;
- (g) the Master Definitions Agreement;

- (h) each Account Bank Agreement;
- (i) the Liquidity Facility Agreement;
- (j) the Amended and Restated Liquidity Facility Agreement;
- (k) (i) any fee letter, commitment letter or request entered into in connection with the facilities referred to in paragraph (b) above or (o) below or the transactions contemplated in such facilities and (ii) any other document that has been entered into in connection with such facilities or the transactions contemplated thereby that has been designated as a Finance Document by the parties thereto (including at least one Obligor);
- (l) the CP Agreement;
- (m) the Tax Deed of Covenant;
- (n) the PP Note Documents;
- (o) any other Authorised Credit Facilities;
- (p) the Agency Agreement;
- (q) the Issuer Corporate Services Agreement;
- (r) the Cash Management Agreement;
- (s) the Elenia Loan Agreement (as defined in the Master Definitions Agreement);
- (t) the Elenia Heat Loan Agreement (as defined in the Master Definitions Agreement) ;
- (u) any amendment and/or restatement agreement relating to any of the above documents; and
- (v) each agreement or other instrument between at least one Obligor and an Additional Secured Creditor designated as a Finance Document by at least one Obligor, the Security Trustee and such Additional Secured Creditor in the Accession Memorandum for such Additional Secured Creditor.

Finance Party

means any person providing credit pursuant to an Authorised Credit Facility including the Administrative Parties and all other arrangers, agents, representatives and trustees appointed in connection with any such Authorised Credit Facilities.

Financial Ratio Event of Default

means an Event of Default where, as at the relevant Calculation Date as stated in the Compliance Certificate provided to the Security Trustee, either: (a) the Interest Coverage Ratio; and/or (b) the Leverage Ratio breaches the relevant Default Ratio, provided that an Event of Default under (a) or (b) may be cured by exercise of any Equity Cure Right, as more fully set out in the Common Terms Agreement.

Guarantee

means, in relation to each Guarantor, the guarantee of such Guarantor given by it pursuant to the STID and secured under the relevant Security Documents to which it is a party.

Guarantors

means each of Elenia Oy, Elenia Holdings S.à r.l. and Elenia Investments S.à r.l. ("**Elenia Investments**").

Hedge Counterparties	means the Issuer Hedge Counterparties and the Borrower Hedge Counterparties and “ Hedge Counterparty ” means any of such parties.
Hedging Agreement	means a Borrower Hedging Agreement, an Issuer Hedging Agreement or, where the context requires, both.
Hedging Policy	means the initial hedging policy applicable to the Obligors set out in the Common Terms Agreement as such hedging policy may be amended from time to time by agreement between the Security Trustee, Elenia Verkko Oyj and the Hedge Counterparties in accordance with the STID.
Hedge Replacement Premium	means a premium or upfront payment received by Elenia Verkko Oyj from a replacement hedge counterparty under a replacement hedge agreement entered into with Elenia Verkko Oyj to the extent of any termination payment due to a Hedge Counterparty under a Hedging Agreement.
Hedging Transaction	means a Borrower Hedging Transaction, an Issuer Hedging Transaction or, where the context requires, all of them.
Initial ACF Agent	means Crédit Agricole Corporate and Investment Bank as agent under the Initial Authorised Credit Facilities, or any of its successors thereto.
Initial ACF Arrangers	means each of the parties listed in the MDA as initial ACF arrangers.
Initial Borrower Hedge Counterparties	means each of the parties listed in the CTA as initial borrower hedge counterparties.
Initial Issue Date	means 17 December 2013.
Initial Liquidity Facility Agent	means Crédit Agricole Corporate and Investment Bank as facility agent under the Initial Liquidity Facility Agreement.
Initial Liquidity Facility Agreement	means the liquidity facility agreement dated 10 December 2013 entered into between, among others, Elenia Oy, Elenia Lämpö Oy, Elenia Finance Oyj, and the Initial Liquidity Facility Provider(s).
Initial Liquidity Facility Providers	means those financial institutions listed in schedule 1 (The Liquidity Facility Providers) of the Initial Liquidity Facility Agreement or any other party that accedes to the Initial Liquidity Facility Agreement as a Liquidity Facility Provider.
Insolvency Event	means, in respect of any company: <ul style="list-style-type: none"> (a) the initiation of or consent to Insolvency Proceedings by such company or any other person or the presentation of a petition or application for the making of an administration order which proceedings (other than in the case of the Issuer) are not being disputed in good faith with a reasonable prospect of success or which are frivolous or vexatious and discharged, stayed or dismissed within ten Business Days of commencement or, if earlier, the date on which it is advertised; (b) becomes insolvent or is unable to pay its debts in each case, under the laws of any relevant jurisdiction applicable to such Company or fails or admits in writing its inability generally to pay its debts as they become due; (c) the giving of notice of appointment of an administrator or the making of an administration order or an administrator being appointed in respect of such company or where any such step or procedure is

contemplated by paragraph (d) of the definition of Permitted Transaction;

- (d) an encumbrancer taking possession of the whole or any part of the undertaking or assets of such company;
- (e) any distress, execution, attachment or other process being levied or enforced or imposed upon or against the whole or any substantial part of the undertaking or assets of such company and such order, appointment, possession or process (as the case may be) not being discharged or otherwise ceasing to apply within 30 days;
- (f) a composition, compromise, assignment or arrangement with creditors of such company (as part of a general composition, compromise, assignment or arrangement affecting such company's creditors generally) other than a composition compromise, assignment or arrangement with respect to any subordinated Financial Indebtedness, any intragroup loan or guarantee;
- (g) the passing by such company of an effective resolution or the making of an order by a court of competent jurisdiction for the winding up, liquidation or dissolution of such company (except, in the case of the Issuer, a winding up for the purpose of a merger, reorganisation or amalgamation, the terms of which have previously been approved either in writing by the Bond Trustee or by (i) an Extraordinary Resolution), and (ii) all of the holders of the PP Notes then outstanding);
- (h) the appointment of an Insolvency Official in relation to such company or in relation to the whole or any substantial part of the undertaking or assets of such company;
- (i) save as permitted in the STID, the cessation or suspension of payment of its debts generally or a public announcement by such company of an intention to do so; or
- (j) save as provided in the STID, a moratorium is declared in respect of any indebtedness of such company.

Insolvency Proceedings

means, in respect of any company, the winding up, liquidation, dissolution or administration of such company, or any equivalent or analogous proceedings under the law of the jurisdiction in which such company is incorporated or of any jurisdiction in which such company, carries on business including the seeking of liquidation, winding up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors.

Investor Report

means each report produced by the Security Group Agent to be delivered with each Compliance Certificate, substantially in the form scheduled to the Common Terms Agreement.

Issuer

Elenia Verkko Oyj, a public limited liability company incorporated in Finland (registration number 3001882-6) having its registered office at P.O. Box 2, Patamäenkatu 7, FI-33901 Tampere.

Issue Date

means, in respect of any Bond, the date of issue and purchase of such Bond pursuant to and in accordance with the Dealership Agreement or any other agreement between the Issuer and the relevant Dealer(s) being, in the case of any Definitive Bond represented initially by a Global Bond, the same date as the date of issue of the Global Bond which initially represented such Bond.

Issuer Corporate Services Agreement	means the corporate services agreement dated 10 December 2013 between the Issuer and the Issuer Corporate Services Provider.
Issuer Corporate Services Provider	means Structured Finance Management Limited and any successors thereto.
Issuer Hedge Counterparty	means any counterparty to any Issuer Hedging Agreement (each an “ Issuer Hedge Counterparty ” and together the “ Issuer Hedge Counterparties ”) from time to time.
Issuer Hedging Agreement	means the ISDA Master Agreement, the schedule thereto and each confirmation, in each case to be entered into pursuant to the Hedging Policy between the Issuer and an Issuer Hedge Counterparty and the transactions effected thereunder.
Issuer Liquidity Shortfall	means after taking into account funds available for drawing from the Issuer’s Debt Service Reserve Account and its Operating Accounts, with respect to any Payment Date under the Liquidity Facility Agreement (as determined by the Cash Manager on the Determination Date), there will be insufficient funds to pay on such Payment Date any of the amounts to be paid in respect of items (a) to (f) (inclusive), (d)(ii) (excluding termination payments and accretion and other pay as you go payments), (e)(i) (in respect of the Bonds and the PP Notes), (e)(v) and (f)(i) (in respect of the Bonds and the PP Notes where such payments are of scheduled amortisation) of the Pre-Enforcement Priority of Payments.
Issuer Subordinated Hedge Amounts	means any termination payment due or overdue to an Issuer Hedge Counterparty under any Issuer Hedging Agreement which arises as a result of the occurrence of an Event of Default (as defined in the relevant Hedging Agreement) where the relevant Issuer Hedge Counterparty is the defaulting party (as defined in the relevant Issuer Hedging Agreement).
LF Arrangers	means the arrangers under the Effective Date Liquidity Facility Agreement.
LF Borrower	means Elenia Verkko Oyj
LF Event of Default	has the meaning given to such term in the Liquidity Facility Agreement, as the context requires.
LF Notice of Drawing	has the meaning given to such term in the Liquidity Facility Agreement, as the context requires.
Liquidity Facility	means a liquidity facility made available under a Liquidity Facility Agreement.
Liquidity Facility Agent	means Crédit Agricole Corporate and Investment Bank or any successor agent appointed pursuant to the Liquidity Facility Agreement.
Liquidity Facility Agreement	means the Initial Liquidity Facility Agreement and each other liquidity facility agreement the terms of which shall require that the relevant liquidity facility provider(s) has/have at least the Minimum Long-Term Ratings and which shall be substantially in the form of the Initial Liquidity Facility Agreement having regard to the then customary market practice for such liquidity facilities and the criteria of the Rating Agencies then rating any Financial Indebtedness under any Authorised Credit Facility or the Bonds.
Liquidity Facility Providers	means the lenders under the Amended and Restated Liquidity Facility Agreement.

Liquidity Standby Account	means the reserve account to be opened, if required, in the name of Elenia Verkko Oyj and held at the applicable Liquidity Facility Provider in respect of whom the Standby Drawing has been made or, if such Liquidity Facility Provider does not have the Minimum Long-Term Rating, at an Account Bank.
Luxembourg Elenia Investments Account Pledge	means the Luxembourg law account pledge granted on 30 December 2019 in favour of the Security Trustee by Elenia Investments.
Luxembourg Elenia Investments Share Pledge	means the Luxembourg law share pledge granted on 30 December 2019 in favour of the Security Trustee by Elenia Holdings over its shares in Elenia Investments.
Luxembourg Elenia Holdings Account Pledge	means the Luxembourg law account pledge granted on 30 December 2019 in favour of the Security Trustee by Elenia Holdings.
Luxembourg Elenia Holdings Receivables Pledge	means the Luxembourg law receivables pledge granted on 30 December 2019 in favour of the Security Trustee by Elenia Holdings over all of its rights to receivables.
Majority Lenders	means (a) a Lender or Lenders whose Commitments aggregate 66 2/3 per cent. or more of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated 66 2/3 per cent. or more of the Total Commitments immediately prior to that reduction); or (b) any equivalent definition in any other Authorised Credit Facility.
Make-Whole Amount	means any premium payable on redemption of any Senior Debt in excess of: <ul style="list-style-type: none"> (a) the principal amount outstanding of such debt; plus (b) accrued interest on such debt; plus (c) any final payment in respect of accretions for inflation on any such debt that is index-linked.
Master Definitions Agreement or MDA	means the master definitions agreement dated 10 December 2013 as amended and restated on 3 September 2018 and on 20 December 2019 and entered into by, among others, the Issuer, the Obligors, Bond Trustee and the Security Trustee.
Minimum Long-Term Rating	means BBB- by Fitch, or Baa3 by Moody's or BBB- by S&P or any equivalent long-term rating by another Rating Agency.
Obligor	means the Issuer, Elenia Oy, Elenia Holdings, Elenia Investments and any other person who accedes to, <i>inter alia</i> , the CTA and the STID as an Obligor in accordance with the terms of the Finance Documents (each an Obligor and together the Obligors or the Obligor Group).
Obligor Accounts	means the Accounts and any account that may be opened from time to time by an Additional Obligor pursuant to and/or in accordance with any Finance Document (including any sub-account or sub-accounts relating to that account and any replacement account from time to time).
Operating Accounts	means those bank accounts of the Obligors opened with an Account Bank in accordance with the Account Bank Agreement but excluding any Defeasance Accounts, any Debt Service Reserve Account and any Liquidity Standby Account.
Ordinary Voting Matters	are matters which are not Discretion Matters or Extraordinary Voting Matters.
Original Account Bank	means Nordea Bank Finland Plc.

Original Account Bank Agreement	means the account bank agreement dated on or before the Initial Issue Date between certain Obligor, the Original Account Bank, the Security Trustee and the Standstill Cash Manager.
Original Initial ACF Lenders	are the financial institutions listed at Schedule 2 Part 2 of the MDA.
Pari Passu Borrower Hedging Agreement	means a Borrower Hedging Agreement under which the obligations of Elenia Verkko Oyj rank <i>pari passu</i> with Elenia Verkko Oyj obligations under the other Authorised Credit Facilities, the WC Facility, the Capex Facility and the PP Notes.
Pari Passu Issuer Hedging Agreement	means an Issuer Hedging Agreement under which the obligations of the Issuer rank <i>pari passu</i> with the Issuer's obligations under the Bonds.
Pari Passu Issuer Hedging Transaction	means an Issuer Hedging Transaction arising under a Pari Passu Issuer Hedging Agreement.
Participating Qualifying Secured Creditors	means the Qualifying Secured Creditors which participate in a vote on any STID Proposal or other matter pursuant to the STID.
Payment Date	means, in respect of an Authorised Credit Facility, each date on which a payment is made or is scheduled to be made by an Obligor in respect of any obligations or liability under such Authorised Credit Facility.
Permanent Bearer Global Bond	means a global bond in the form or substantially in the form scheduled to the Bond Trust Deed with such modifications (if any) as may be required in any jurisdiction in which a particular Tranche of Bonds may be issued or sold from time to time or as otherwise agreed between the Issuer, the Principal Paying Agent, the Bond Trustee and the relevant Dealer(s), together with the copy of the applicable Final Terms annexed thereto, comprising some or all of the Bearer Bonds of the same Tranche, issued by the Issuer pursuant to the Dealership Agreement or any other agreement between the Issuer and the relevant Dealer(s) relating to the Programme, the Agency Agreement and the Bond Trust Deed either on issue or in exchange for the whole or part of any Temporary Bearer Global Bond issued in respect of such Bearer Bonds.
Permitted Acquisition	means: <ul style="list-style-type: none"> (a) an acquisition by a member of the Security Group of an asset sold, leased, transferred or otherwise disposed of by a member of the Security Group in circumstances constituting a Permitted Disposal; (b) an acquisition of shares or securities pursuant to a Permitted Share Issue; (c) an acquisition of securities which are Cash Equivalent Investments so long as those Cash Equivalent Investments become subject to the Security Documents as soon as is reasonably practicable thereafter; (d) the acquisition of any Secured Debt pursuant to any debt buyback subject to the terms of the CTA and the STID; (e) an acquisition by an Obligor of: <ul style="list-style-type: none"> (i) any company or shares in any company or any Joint Venture the principal business of which falls within paragraph (b) of the definition of Permitted Business;

- (ii) any interest in a partnership the principal business of which falls within paragraph (b) of the definition of Permitted Business; or
- (iii) any asset for use in connection with paragraph (b) of the definition of Permitted Business,

provided that:

- (iv) any proposed acquisition of any asset falling under the categories described in this paragraph (e) shall not increase the consolidated EBITDA of the Security Group for businesses which fall within paragraph (b) of the definition of Permitted Business to greater than the larger of:
 - (A) 20 per cent. of the consolidated EBITDA of the Security Group taking into account the proposed Permitted Acquisition; and
 - (B) the then current consolidated EBITDA of the Security Group for businesses which fall within paragraph (b) of the definition of Permitted Business,

unless Elenia Verkko Oyj has first:

- (C) obtained a confirmation from each of the Rating Agencies that are currently appointed by the Issuer that such proposed acquisition will not result in the then long-term credit rating on the Bonds to be reduced below the lower of (xx) the long-term credit rating of the Bonds on the Initial Issue Date and (yy) the then current long-term credit rating of the Bonds, as long as it is Investment Grade; or
- (D) in the event that any one or more of the Rating Agencies is or are unable to provide such confirmation for any reason other than related to the rating itself, Elenia Verkko Oyj certifies (after having made all reasonable enquiries), and provides evidence to support such certification, that such proposed acquisition will not result in the then long-term credit rating on the Bonds to be reduced below the lower of (xx) the long-term credit rating of the Bonds on the Initial Issue Date and (yy) the then current long-term credit rating of the Bonds, as long as that rating is at least Investment Grade; and
- (v) if such company or Joint Venture becomes a Material Subsidiary, a Security Interest over the shares of that company or Joint Venture, in form and substance satisfactory to the Security Trustee (acting reasonably), is created in favour of the Secured Creditors within 30 days of the date of the acquisition; and
- (vi) for the avoidance of doubt, as part of any proposed acquisition described in paragraphs (i) to (iii) above, such Obligor shall also be permitted to acquire any company, shares, partnership interests or Joint Ventures which also

engage in businesses which do not fall within the definition of Permitted Business provided that either:

(A) at the time of the acquisition such Obligor has entered into an agreement for the sale of the part of such business which is not a Permitted Business which will be completed within the later of:

(I) 120 days from the date of entering into such agreement; and

(II) in the case of a transaction required to be notified to the competition authorities under applicable laws and regulations, such date as the authorities give their decision to such Obligor or the date on which the transaction is deemed to be approved; or

(B) the terms of the relevant acquisition agreement for such company, shares, partnership interests or Joint Ventures provide such Obligor with an ability to terminate its obligation to complete the acquisition if it has not found a purchaser for the part of such business which is not a Permitted Business within the later of:

(I) 120 days from the date of entering into such agreement; and

(II) in the case of a transaction required to be notified to the competition authorities under applicable laws and regulations, such date as the authorities give their decision to such Obligor or the date on which the transaction is deemed to be approved,

provided that no Obligor shall be required to dispose of any company, shares, partnership interests or Joint Ventures acquired pursuant to this paragraph (e) and which engage in businesses that do not fall within the definition of Permitted Business to the extent such businesses may be conducted without breaching the Permitted Non-Core Business Limit;

(f) an acquisition by an Obligor of:

(i) any company or shares in any company or any Joint Venture the principal business of which falls within paragraph (a), (b) or (c) of the definition of Permitted Business or the definition of Permitted Non-Core Business;

(ii) any interest in a partnership the principal business of which falls within paragraph (a), (b) or (c) of the definition of Permitted Business or the definition of Permitted Non-Core Business; or

(iii) any asset for use in connection with paragraph (a), (b), or (c) of the definition of Permitted Business or the Permitted Non-Core Business,

provided that:

- (iv) if such company or Joint Venture becomes a Material Subsidiary, a Security Interest over the shares of that company or Joint Venture, in form and substance satisfactory to the Security Trustee (acting reasonably), is created in favour of the Secured Creditors within 30 days of the date of the acquisition;
- (v) in the case of any proposed acquisition described in paragraph (i) or (ii) above where the principal business of the relevant target entity falls within the definition of Permitted Non-Core Business, the Security Group Agent delivers to the Security Trustee a certificate signed by an authorised signatory and confirming that the aggregate earnings before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA) of the Permitted Non-Core Business of the relevant target entity (when aggregated with the earnings before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA) of any other Permitted Non-Core Business already conducted by the Security Group at that time) represents not more than 10 per cent. of EBITDA of the Security Group as at the most recent Calculation Date for which a Compliance Certificate has been delivered prior to such Obligor contractually committing to the proposed acquisition, adjusted pro forma to take into account that proposed acquisition;
- (vi) in the case of any proposed acquisition described in paragraph (iii) above where the relevant target asset is for use in connection with the Permitted Non-Core Business, the Permitted Non-Core Business Limit was not exceeded as at the most recent Calculation Date for which a Compliance Certificate has been delivered prior to such Obligor contractually committing to the proposed acquisition; and
- (vii) as part of any proposed acquisition described in paragraphs (i) to (iii) above, such Obligor shall also be permitted to acquire any company, shares, partnership interests or Joint Ventures which also engage in businesses which do not fall within the definition of Permitted Business or Permitted Non-Core Business **provided that either:**
 - (A) at the time of the acquisition such Obligor has entered into an agreement for the sale of the part of such business which is not a Permitted Business or Permitted Non-Core Business which will be completed within the later of:
 - (1) 120 days from the date of such acquisition; and
 - (2) in the case of a transaction required to be notified to the competition authorities under applicable laws and regulations, such date as the authorities give their decision to such Obligor or the date on which the transaction is deemed to be approved; or

- (B) the terms of the relevant acquisition agreement for such company, shares, partnership interests or Joint Ventures provide such Obligor with an ability to terminate its obligation to complete the acquisition if it has not found a purchaser for the part of such business which is not a Permitted Business or Permitted Non-Core Business within the later of:
 - (1) 120 days from the date of such acquisition; and
 - (2) in the case of a transaction required to be notified to the competition authorities under applicable laws and regulations, such date as the authorities give their decision to such Obligor or the date on which the transaction is deemed to be approved; and
- (g) the incorporation of a company or the acquisition of a newly incorporated shelf company by a member of the Security Group which on incorporation becomes a member of the Security Group, but only if:
 - (i) that company is incorporated with limited liability;
 - (ii) the shares in the company are owned by an Obligor, a Security Interest over the shares of that company, in form and substance satisfactory to the Security Trustee (acting reasonably), is created in favour of the Secured Creditors within 30 days of the date of its incorporation; and
 - (iii) in the case of an acquisition of a newly incorporated shelf company, the shares in that shelf company are fully paid and the consideration for the acquisition is less than €85,000.

Permitted Disposal

means any Disposal which, except in the case of paragraph (b), is on arm's length terms:

- (a) of trading stock or cash made by any member of the Security Group in the ordinary course of business of the disposing entity;
- (b) of any asset, undertaking or business by a member of the Security Group (the “**Disposing Company**”) to another member of the Security Group (the “**Acquiring Company**”), but only if:
 - (i) the Disposing Company had given a Security Interest over the asset, the Acquiring Company must give an equivalent Security Interest over that asset; and
 - (ii) the Disposing Company is an Obligor, the Acquiring Company must be or become an Obligor within five Business Days of such disposal;
- (c) of assets, undertaking or business in exchange for other assets for use in the ordinary course of business of the disposing entity;
- (d) of obsolete or redundant vehicles, plant, equipment, parts or similar items for cash;
- (e) of Cash Equivalent Investments for cash or in exchange for other Cash Equivalent Investments;

- (f) of the shares in or the assets of Elenia Heat, provided that Elenia applies such net disposal proceeds as are necessary towards ensuring that the then long-term credit rating of the Bonds is not downgraded as a result of such disposal below the lower of (i) “BBB” or its equivalent and (ii) the long-term credit rating of the Bonds immediately prior to such disposal;
- (g) to a Permitted Joint Venture;
- (h) arising as a result of any Permitted Security;
- (i) of fixed assets where the proceeds of disposal are used within 12 months of that disposal (or, if contractually committed to be used within 12 months, are actually used within 18 months of that disposal) to purchase replacement assets for use in connection with the Permitted Business or the Permitted Non-Core Business;
- (j) the application or disposal of cash permitted by the Common Documents;
- (k) any disposal by a member of Security Group compulsorily required by law or regulation having the force of law or any order of any government entity made thereunder and having the force of law provided that and to the extent permitted by such law or regulation:
 - (i) such disposal is made for fair market value; and
 - (ii) such disposal does not have a Material Adverse Effect;
- (l) by way of the granting of easements or wayleaves over Real Property, or any part of them, in the ordinary course of trading of the disposing entity;
- (m) of the interest in Oriveden Aluelämpö Oy;
- (n) by way of the creation of occupational leases or licenses over, or the outright disposal of, Real Property which is not required for the Permitted Business or the Permitted Non-Core Business;
- (o) by way of the creation of a lease or licence over an asset (not being Real Property) which is granted in the ordinary course of business and not in respect of raising Financial Indebtedness;
- (p) of Group Contributions between members of the Security Group;
- (q) where the consideration receivable (when aggregated with the consideration receivable for any other sale, lease, licence, transfer or other disposal not permitted under the preceding paragraphs) does not exceed €30,000,000 (Indexed) in any Financial Year and €90,000,000 (Indexed) in any three consecutive Financial Years, provided that where such consideration so exceeds the amounts set forth in this paragraph (q) the Disposal shall in all circumstances be subject first to a Ratings Confirmation; or
- (r) any other payment or disposal approved or consented to by the Security Trustee in accordance with the instructions of the Qualifying Secured Creditors.

Permitted Guarantee

- (a) the endorsement of negotiable instruments in the ordinary course of trade;

- (b) any performance or similar bond, guarantee or indemnity or undertaking guaranteeing performance by a member of the Security Group under any contract entered into in the ordinary course of business (including any entered into in undertaking the Permitted Business or the Permitted Non-Core Business) but not in respect of raising Financial Indebtedness;
- (c) any guarantee of a Permitted Joint Venture;
- (d) the €50,000 guarantee issued in favour of Nord Pool Spot AS by Pohjola Bank plc for the account of Elenia Heat;
- (e) any guarantee or indemnity under or in respect of Permitted Financial Indebtedness or Permitted Additional Financial Indebtedness;
- (f) any guarantee given in respect of the netting or set off arrangements permitted pursuant to paragraph (l) of the definition of Permitted Security;
- (g) any guarantee granted under the Common Documents;
- (h) any guarantee given by a member of the Security Group in relation to an Obligor's obligations provided that if the relevant member of the Security Group granting the guarantee is not an Obligor it has unconditionally and irrevocably waived its rights of subrogation and to require contribution from such Obligor thereunder;
- (i) any guarantee by an Obligor of leasehold rental obligations of an Obligor (not being in respect of Financial Indebtedness which is not Permitted Financial Indebtedness);
- (j) any indemnity given in the ordinary course of an acquisition or disposal which is a Permitted Acquisition or Permitted Disposal which indemnity is in customary form and subject to customary limitations and in accordance with good industry practice;
- (k) any other guarantee approved or consented to by the Security Trustee in accordance with the STID;
- (l) the €37,996.51 guarantee issued to Teknologiakeskus Innopark Oy by Pohjola Bank plc for the account of Elenia Oy;
- (m) the €270,000 guarantee issued to Keskinäinen vakuutusyhtiö Oy by Pohjola Bank plc of the account of Elenia Oy;
- (n) any guarantee or indemnity not otherwise permitted under the preceding paragraphs provided that the aggregate maximum potential liability of members of the Security Group thereunder (when aggregated with the amount of loans outstanding under paragraph (h) of the definition of Permitted Loan) does not exceed (without double counting) €5,000,000 (Indexed) (or its equivalent) at any time.

Permitted Non-Core Business

means any business other than the Permitted Business **provided that:**

- (a) such business comprises activities in the energy and telecommunications sectors in Finland; and
- (b) conducting such business does not result in a breach of the Permitted Non-Core Business Limit.

**Permitted Non-Core
Business Limit**

means, for any Relevant Period in respect of which it is calculated, the aggregate earnings before interest, tax, depreciation and amortisation (calculated on the same basis as EBITDA) attributable to the Permitted Non-Core Business of the Security Group does not exceed 10 per cent. of EBITDA of the Security Group for that Relevant Period.

Permitted Transaction

means:

- (a) any disposal required, Financial Indebtedness incurred, guarantee, indemnity or Security Interest or Quasi-Security given, or other transaction arising, under the Common Documents;
- (b) the solvent liquidation or reorganisation of any member of the Security Group which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganization are distributed to other members of the Security Group; or
- (c) any merger of Elenia (or any successor thereof) into its immediate Holding Company (“**Elenia Newco**”), provided that:
 - (i) Elenia Newco is incorporated in Finland;
 - (ii) Elenia Newco is the surviving entity of any such merger and accedes to the Common Documents as an Additional Obligor in accordance with clause 4.1 (*Accession of Additional Obligors*) of the STID; and
 - (iii) Elenia (or, if applicable, its successor) delivers the following documents to the Security Trustee prior to the registration in Finland of the merger of Elenia (or, if applicable, its successor) into Elenia Newco:
 - (A) a duly executed copy of a pledge over the shares in Elenia Newco granted in favour of the Security Trustee on substantially the same terms as the Security created over the shares in Elenia pursuant to the reorganisation of the Security Group that was completed in the Financial Year ending 31 December 2020 (the “**2020 Reorganisation**”);
 - (B) a duly executed copy of a security confirmation and amendment agreement in relation to each existing Security Document where the underlying secured assets are transferred by Elenia (or, if applicable, its successor) to Elenia Newco in connection with the implementation of the merger on substantially the same terms as the Finnish law security confirmation and amendment agreements executed pursuant to the 2020 Reorganisation;
 - (C) a legal opinion from legal counsel to the Obligors in Finland addressed to the Security Trustee as to the capacity of the relevant Obligors to enter into the Security Documents described in sub-paragraphs (A) and (B) above and where the scope of matters opined on is substantially the same as for the corresponding opinion delivered pursuant to the 2020 Reorganisation;

- (D) a legal opinion from legal counsel to the Security Trustee in Finland addressed to the Security Trustee as to the enforceability of the Security Documents described in sub-paragraphs (A) and (B) above and where the scope of matters opined on is substantially the same as for the corresponding opinion delivered pursuant to the 2020 Reorganisation;
- (E) a tax commentary paper from the tax advisers to the Obligors in respect of which reliance is offered to the Security Trustee on customary terms and conditions for similar memoranda delivered by professional tax advisers and where the scope of matters opined on is substantially similar to the tax commentary paper delivered pursuant to the 2020 Reorganisation, adjusted as applicable for any intervening change in law;
- (F) a certificate signed by an authorised signatory confirming that:
 - (1) no Trigger Event would occur under paragraph 2 (*Financial Ratios*) of Part 1 (*Trigger Events*) of Schedule 3 (*Trigger Events*) of the CTA in respect of the Relevant Period ending on the Calculation Date falling immediately after the projected completion of such reorganisation, taking into account the completion of that reorganisation on a *pro forma* basis in the calculation of the Trigger Event Ratios; and
 - (2) the then current rating ascribed to the Bonds has been affirmed by each Rating Agency then rating the Bonds; and
- (G) a certificate signed by an authorised signatory of Elenia (or, if applicable, its successor) pursuant to which Elenia undertakes not to register the merger of Elenia (or, if applicable, its successor) into Elenia Newco unless Elenia (or, if applicable, its successor) has received confirmation from the Regulator that it will issue a replacement licence to Elenia Newco on terms which are not materially less favourable than the Networks Licence (taking into account any changes in the regulatory environment since the date on which that existing licence was issued), concurrently with the termination of the licence then held by Elenia (or, if applicable, its successor); or
- (d) any other transaction approved or consented to by the Security Trustee in accordance with the STID.

Permitted Hedge Termination

means the termination of a Hedging Agreement permitted in accordance with the provisions of the Hedging Policy.

Post-Enforcement Priority of Payments

means the provisions relating to the order of priority of payments following the occurrence of certain events as set out in the STID.

PP Note Issuer

means the Issuer.

PP Note Purchase Agreements	means each note purchase agreement pursuant to which the PP Note Issuer issues PP Notes from time to time
PP Notes	means the privately placed notes issued by the PP Note Issuer from time to time under and pursuant to a PP Note Purchase Agreement
Pre-Enforcement Priority of Payments	means the provisions relating to the order of priority of payments prior to delivery of an Acceleration Notice as set out in the Common Terms Agreement.
Programme	means the €3,000,000,000 multicurrency bond programme established by the Issuer which has been listed on the Main Market of the London Stock Exchange.
Qualifying Secured Creditors	<p>means:</p> <ul style="list-style-type: none"> (a) the ACF Lenders; (b) the WC Facility Providers; (c) the Capex Facility Providers; (d) each Pari Passu Borrower Hedge Counterparty; (e) each Pari Passu Issuer Hedge Counterparty; (f) in respect of each Tranche of Bonds, the Bondholders; (g) each PP Noteholder; and (h) each other Authorised Credit Provider, <p>provided that no Liquidity Facility Provider or Super Senior Hedge Counterparty shall be a Qualifying Secured Creditor.</p>
Qualifying Secured Creditor Instruction Notice	means a notice entitled as such, delivered in accordance with the terms of the STID.
Qualifying Secured Debt	means indebtedness owed by the Obligors to the Qualifying Secured Creditors.
Qualifying Senior Debt	<p>means:</p> <ul style="list-style-type: none"> (a) the principal amount outstanding under the Bonds; (b) the principal amount outstanding under the Authorised Credit Facilities (other than the Liquidity Facility Agreement, the PP Notes and the Hedging Agreements) at such time; (c) the principal amount outstanding under the PP Notes; (d) subject to the Entrenched Rights, in relation to any Hedging Transaction arising under a Pari Passu Hedging Agreement prior to the taking of any Enforcement Action in relation to any vote on (i) whether to take any Enforcement Action or (ii) to terminate any Standstill, an amount calculated in accordance with paragraph (c) of clause 12.2 (Voting in respect of Pari Passu Hedge Counterparties) of the STID; (e) subject to the Entrenched Rights (i) in relation to any Hedging Transaction arising under a Pari Passu Hedging Agreement in respect

of which an Early Termination Date (as defined in the relevant Pari Passu Hedging Agreement) has been designated, the amount (if any) outstanding to the relevant Pari Passu Hedge Counterparty following such termination (as calculated in accordance with the terms of the Pari Passu Hedging Agreement) and/or (ii) otherwise, the Equivalent Amount (as calculated by the relevant Hedge Counterparty) representing the mark-to-market value (on the date falling two Business Days after the commencement of the relevant Decision Period) of any transaction or transactions arising under a Pari Passu Hedging Agreement to the extent that such value represents an amount which would be payable to the relevant Pari Passu Hedge Counterparty if an Early Termination Date (as defined in the relevant Pari Passu Hedging Agreement) was designated at such time in respect of such transaction or transactions; and

- (f) the principal amounts outstanding under any other secured term loan facilities which are Authorised Credit Facilities at such time ranking *pari passu* with the above (but excluding for the avoidance of doubt any Liquidity Facilities or any Hedging Transactions arising under a Super Senior Hedging Agreement).

Quorum Requirement

means:

- (a) in relation to an Ordinary Voting Matter, the percentage set forth in clause 15.2 (Quorum Requirement for an Ordinary Voting Matter) of the STID;
- (b) in relation to an Extraordinary Voting Matter, the percentages set forth in clause 16.2 (Quorum Requirement for an Extraordinary Voting Matter) of the STID; and
- (c) in relation to a Direction Notice other than in connection with a Standstill, the percentage set forth in clause 25.2 (Quorum and Voting Requirements in respect of a Direction Notice) of the STID.

Rating Agency

means S&P and any successor to any of the aforementioned parties (and Rating Agency means any one of them).

Receiver

means any receiver, manager or administrative receiver in respect of the whole or any part of the Security.

Registered Bonds

means those Bonds (if any) which are for the time being in registered form.

Registered Definitive Bond

means a Registered Bond in definitive form issued or, as the case may require, to be issued by the Issuer in accordance with the provisions of the Dealership Agreement or any other agreement between the Issuer and the relevant Dealer(s), the Agency Agreement and the Bond Trust Deed either on issue or in exchange for a Registered Global Bond or part thereof (all as indicated in the applicable Final Terms), such Registered Definitive Bond being in the form or substantially in the form set out in part 8 (Form of Registered Definitive Bond) of schedule 2 (Form of Bonds, Coupons and Talons) to the Bond Trust Deed with such modifications (if any) as may be required in any jurisdiction in which a particular Tranche of Bonds may be issued or sold from time to time or as otherwise agreed between the Issuer, the Registrar, the Bond Trustee and the relevant Dealer(s) and having the Conditions endorsed thereon or, if permitted by the relevant Stock Exchange, incorporating the Conditions by reference as indicated in the applicable Final Terms and having the relevant information supplementing, replacing or modifying the

Conditions appearing in the applicable Final Terms endorsed thereon or attached thereto and having a Form of Transfer endorsed thereon.

Registered Global Bond

means a registered global bond in the form or substantially in the form scheduled to the Bond Trust Deed with such modifications (if any) as may be required in any jurisdiction in which a particular Tranche of Bonds may be issued or sold from time to time or as otherwise agreed between the Issuer, the Registrar, the Bond Trustee and the relevant Dealer(s), together with the copy of the applicable Final Terms annexed thereto.

Relevant Period

means, for the purpose of:

- (a) any Calculation Date in respect of a Trigger Event Ratio:
 - (i) the period of 12 months ending on that Calculation Date; and
 - (ii) the period of 12 months starting on that Calculation Date; or
- (b) any Calculation Date in respect of a Default Ratio, the period of 12 months ending on that Calculation Date; and
- (c) any Calculation Date in respect of the Permitted Non-Core Business Limit, the period of 12 months ending on that Calculation Date.

Repeating Representation

means the representations set out in paragraphs 1 (Status) to 5 (Non-Conflict with Other Obligations) inclusive, paragraphs 10(a) and 10(c) (No default or Trigger Event), paragraph 14 (Choice of Law) and paragraph 16 (Centre of Main Interests) of schedule 1 (Security Group Representations) to the Common Terms Agreement.

Reserved Matters

has the meaning given to it in schedule 3 (Reserved Matters) of the STID.

Restricted Payment

means any payment (including but not limited to, any payment on or in respect of distributions, dividends, bonus issues, return of capital, fees, interest, principal, loans or other amounts whatsoever) in cash or in kind to any Excluded Group Entity, other than Permitted Payments.

Secured Creditors

means:

- (a) the Security Trustee (in its own capacity and on behalf of the other Secured Creditors);
- (b) in respect of each Tranche of Bonds, the Bondholders;
- (c) the Bond Trustee (in its own capacity and on behalf of the Bondholders);
- (d) the ACF Lenders;
- (e) WC Facility Providers;
- (f) Capex Facility Providers;
- (g) each Facility Agent under each Authorised Credit Facility;
- (h) each Hedge Counterparty;
- (i) each Liquidity Facility Provider;
- (j) the Liquidity Facility Agent;
- (k) each Account Bank;

- (l) the Principal Paying Agent;
- (m) the Agent Bank;
- (n) the Transfer Agent;
- (o) any replacement Cash Manager who is not a member of the Security Group;
- (p) each PP Noteholder;
- (q) each other Authorised Credit Provider;
- (r) each PP Note Secured Creditor Representative;
- (s) the Standstill Cash Manager;
- (t) each other Agent;
- (u) each Additional Secured Creditor;
- (v) the Exchange Agent;
- (w) the Issuer Corporate Services Provider under the Issuer Corporate Services Agreement; and
- (x) the Registrar.

and Secured Creditor means any one of them.

Secured Debt

means any financial accommodation that is, for the purposes of the STID, to be treated as Secured Debt and includes the Security Group's and the Issuer's liabilities (as appropriate) under:

- (a) each WC Facility;
- (b) each Capex Facility;
- (c) the Liquidity Facility;
- (d) the PP Notes;
- (e) the Bonds;
- (f) any and all liabilities under the Hedging Agreements;
- (g) each other Authorised Credit Facility; and
- (h) any further debt incurred in due course, the provider of which accedes to the relevant Finance Documents.

Secured Liabilities

means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Creditor under each Finance Document to which such Obligor is a party.

Security

means the security constituted by the Security Documents including any guarantee or obligation to provide cash collateral or further assurance thereunder, including the following:

- (a) fixed charge over all shares;
- (b) assignments by way of security of its rights under the Finance Documents to which it is a party, including the Hedging Agreements,

the Common Terms Agreement, each Liquidity Facility Agreement and the STID;

- (c) assignments by way of security of the benefit of insurance policies;
- (d) fixed or floating charges over bank accounts (depending on the relevant account) and charges over investments; and
- (e) a floating charge over all of its assets to the extent not effectively charged or assigned by way of fixed security.

Security Agreements

means the English law deed of charge and guarantee executed in favour of the Security Trustee by each of the Obligors on 17 December 2013 and any other deed of charge supplemental thereto, including the supplemental security agreements dated 30 December 2019 and 9 June 2020.

Security Documents

means:

- (a) the Security Agreements;
- (b) the Luxembourg Share Pledge;
- (c) the Issuer Luxembourg Share Pledge;
- (d) the Luxembourg Finance Receivables Pledge;
- (e) the Luxembourg Elenia Investments Share Pledge;
- (f) the Luxembourg Elenia Investments Account Pledge;
- (g) the Luxembourg Elenia Holdings Account Pledge;
- (h) the Luxembourg Elenia Holdings Receivables Pledge;
- (i) Elenia Holdings Finnish Pledge;
- (j) Elenia Investments Finnish Pledge;
- (k) Elenia Oy Finnish Pledge;
- (l) Elenia Verkko Oyj Finnish Pledge;
- (m) the STID and each deed of accession thereto, together with any deed supplemental to the STID and referred to in the STID as a Supplemental Deed; and
- (n) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Secured Creditor in respect of the Secured Liabilities.

Security Group

means the Issuer, Elenia Oy, Elenia Holdings, Elenia Investments and any other Subsidiary of any member of the Security Group which accedes, inter alia, to the CTA.

Security Group Agent

means Elenia Verkko Oyj.

Security Trustee

means Citicorp Trustee Company Limited (or any successor trustee appointed pursuant to the terms of the Security Agreements, the STID and any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Secured Creditor in respect of the Secured Debt (the Security Documents)) acts as security trustee for itself and on behalf of the Secured Creditors and holds, and will be entitled to enforce,

the security provided by the Obligors subject to the terms of the Security Documents and the STID.

Senior Debt	means any financial accommodation that is, for the purposes of the STID, to be treated as Senior Debt and includes: <ul style="list-style-type: none">(a) each Authorised Credit Facility, the Bonds, the PP Notes and each Pari Passu Hedging Agreement; and(b) any further debt incurred which ranks pari passu with the debt specified in (a) above.
Series	means a Tranche of Bonds together with any further Tranches of Bonds which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices and the expressions Bonds of the relevant Series, holders of Bonds of the relevant Series and related expressions shall (where appropriate) be construed accordingly.
Standby Drawing	means a drawing made under the Liquidity Facility Agreement as a result of a downgrade of a Liquidity Facility Provider below the Minimum Long-Term Rating or in the event that the Liquidity Facility Provider fails to review its Commitment.
Standstill	means, as provided for in clause 20.1 (Commencement of Standstill) of the STID, a standstill of claims of the Secured Creditors against the Obligors immediately upon notification to the Security Trustee of the occurrence of an Event of Default.
Standstill Cash Manager	means, initially National Westminster Bank Plc or any other person so appointed in such capacity as Standstill Cash Manager under the CTA.
Standstill Period	means a period during which a standstill arrangement is subsisting, commencing on the date as determined in accordance with the STID and ending on the date as determined in accordance with the STID.
Standstill Remedy	means the waiver or remedy of Event of Default giving rise to the Standstill Period in accordance with the terms of the STID.
STID or Security Trust and Intercreditor Deed	means the security trust and intercreditor deed entered into on 10 December 2013 between the parties to the Common Terms Agreement, together with any deed supplemental to the STID and referred to in the STID as a Supplemental Deed.
STID Proposal	means a proposal or request made by the Security Group Agent in accordance with the STID proposing or requesting the Security Trustee to concur in making any modification, giving any consent or granting any waiver under or in respect of any Common Document.
Subordinated Creditor	means any entity which accedes to the STID as a Subordinated Creditor in the form set out in part 5 (Form of Accession Memorandum (New Subordinated Creditor)) of schedule 1 (Form of Accession Memorandum) to the STID.
Subordinated Liabilities	means all present and future liabilities at any time of any member of the Security Group to a Subordinated Creditor, in respect of any Financial Indebtedness.
Subordinated Intragroup Liabilities	means all present and future liabilities at any time of any member of the Security Group to a Subordinated Intragroup Creditor in respect of any Financial Indebtedness.

Subordinated Liquidity Payments	<p>means all amounts payable under, or in any way in connection with, the Liquidity Facility Agreement, other than:</p> <ul style="list-style-type: none"> (a) principal and interest in respect of a drawing under the Liquidity Facility or a Standby Drawing; (b) the commitment fee payable in respect of the Liquidity Facility; and (c) any increased costs payable in accordance with the Liquidity Facility Agreement. <p>and which arise upon the occurrence of a breach by the relevant Liquidity Facility Provider of its obligations under the relevant Liquidity Facility.</p>
Successor Cash Manager	means any successor to the Cash Manager (other than the Standstill Cash Manager) which shall from time to time be appointed pursuant to clause 23 (Termination) of the Cash Management Agreement.
Super Senior Borrower Hedging Agreement	means a Borrower Hedging Agreement under which the obligations of Elenia Verkko Oyj rank in priority to Elenia Verkko Oyj's obligations under the other Authorised Credit Facilities, the WC Facility, the Capex Facility and the PP Notes.
Super Senior Issuer Hedging Agreement	means an Issuer Hedging Agreement under which the obligations of the Issuer rank in priority to the Issuer's obligations under the Bonds.
Super Senior Hedge Counterparty	means the counterparty to any Super Senior Borrower Hedging Agreement or any Super Senior Issuer Hedging Agreement.
Swap Transaction	means a swap transaction, or the relevant portion of a swap transaction, entered into pursuant to a Hedging Agreement.
Tax Deed of Covenant	means the deed entered into on 10 December 2013 by (among others) the relevant Obligor, the Security Trustee and the Bond Trustee.
Tax Obligor	means Elenia Verkko Oyj and any other entity which accedes to the Tax Deed of Covenant in accordance with the Finance Documents.
Temporary Bearer Global Bond	means a temporary global bond in the form, or substantially in the form, scheduled to the Bond Trust Deed together with the copy of the applicable Final Terms annexed thereto with such modifications (if any) as may be required in any jurisdiction in which a particular Tranche of Bonds may be issued or sold from time to time or as otherwise agreed between the Issuer, the Principal Paying Agent, the Bond Trustee and the relevant Dealer(s), comprising some or all of the Bearer Bonds of the same Tranche, issued by the Issuer pursuant to the Dealership Agreement or any other agreement between the Issuer and the relevant Dealer(s) relating to the Programme, the Agency Agreement and the Bond Trust Deed.
Tranche	means all Bonds which are identical in all respects (save for the Issue Date, Interest Commencement Date and Issue Price).
Treasury Transaction	means any currency or interest rate purchase, cap or collar agreement, forward rate agreement, interest rate agreement, index-linked agreement, interest rate or currency or future or option contract, foreign exchange or currency purchase or sale agreement, interest rate swap, currency swap or combined similar agreement or any derivative transaction protecting against or benefiting from fluctuations in any rate or price or currency.

Trigger Event	means any of the events or circumstances identified as such in the Common Terms Agreement.
VAT	means value added tax as provided for in the Council Directive 2006/112/EC on the common system of value added tax and any law of a member state of the European Union adopting or implementing the same and any other tax of a similar nature.
Voted Qualifying Debt	means the Outstanding Principal Amount (in the case of Bonds, for the time being outstanding) actually voted thereon by the Qualifying Secured Creditors.
WC Facility	means a revolving overdraft and working capital facility.

REGISTERED OFFICE OF THE ISSUER

Elenia Verkko Oyj
P.O. Box 2
Patamäenkatu 7
FI-33901 Tampere
Finland

REGISTERED OFFICE OF ELENIA OY

P.O. Box 2
Patamäenkatu 7
FI-33901 Tampere
Finland

REGISTERED AND HEAD OFFICE OF ELENIA HOLDINGS

Elenia Holdings S.à r.l.
20, Boulevard Royal,
L-2449 Luxembourg
Grand Duchy of Luxembourg

REGISTERED AND HEAD OFFICE OF ELENIA INVESTMENTS

Elenia Investments S.à r.l.
20, Boulevard Royal
L-2449 Luxembourg
Grand Duchy of Luxembourg

SECURITY TRUSTEE

Citicorp Trustee Company Limited
13th Floor, Citigroup Centre
25 Canada Square
Canary Wharf
London E14 5LB
United Kingdom

BOND TRUSTEE

Citicorp Trustee Company Limited
6th Floor
Citigroup Centre
25 Canada Square
Canary Wharf
London E14 5LB
United Kingdom

LEGAL ADVISERS

*To the Issuer and the Obligor Group
as to English law*

White & Case LLP
5 Old Broad Street
London EC2N 1DW
United Kingdom

*To the Arranger, the Dealer, the Security Trustee
and the Bond Trustee as to English law*

Allen & Overy LLP
One Bishops Square
London E1 6AD
United Kingdom

*To the Issuer and the Obligor Group
as to Finnish law*

Asianajotoimisto White & Case Oy
Aleksanterinkatu 44
FI-00100 Helsinki
Finland

*To the Arranger, the Dealer, the Security Trustee
and the Bond Trustee as to Finnish law*

Borenus Attorneys Ltd
Eteläesplanadi 2
FI-00130 Helsinki
Finland

*To the Issuer and the Obligor Group
as to Luxembourg law*

White & Case LLP
Wetstraat 62 rue de la Loi
1040 Brussels
Belgium

AGENT BANK, PRINCIPAL PAYING AGENT, EXCHANGE AGENT AND TRANSFER AGENT

Citibank, N.A., London Branch
13th Floor
Citigroup Centre
25 Canada Square
Canary Wharf
London E14 5LB
United Kingdom

REGISTRAR

Citibank Europe PLC
1 North Wall Quay
Dublin
Ireland

AUDITORS TO THE ISSUER AND THE OBLIGOR GROUP

Ernst & Young Oy
Alvar Aallon katu 5 C
FI-00100 Helsinki
Finland

Ernst & Young
Société Anonyme
7, Rue Gabriel Lippmann
Parc d'Activité Syrdall 2
Luxembourg
L-5365 Munsbach

DEALER

NatWest Markets N.V.
94 Claude Debussylaan
1092 Amsterdam
Netherlands

ARRANGER

NatWest Markets N.V.
94 Claude Debussylaan
1092 Amsterdam
Netherlands