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*The official Swedish version of this document is available on [www.kommuninvest.se](http://www.kommuninvest.se) (non-official translations into the English language are available on [www.kommuninvest.se/en/](http://www.kommuninvest.se/en/)).*

LISTING DOCUMENT DATED 14 MAY 2018



## **KOMMUNINVEST I SVERIGE AB (publ)**

# **PROGRAMME FOR REGULAR ISSUANCE OF BONDS**

**GUARANTEED BY CERTAIN SWEDISH MUNICIPALITIES AND COUNTY COUNCILS**

### **ARRANGER**

Swedbank AB (publ)

### **DEALERS**

Danske Bank A/S, Danmark, Sverige Filial

Skandinaviska Enskilda Banken AB (publ)

Nordea Bank AB (publ)

Svenska Handelsbanken AB (publ)

Swedbank AB (publ)

## LISTING DOCUMENT FOR KOMMUNINVEST I SVERIGE AB'S (PUBL) PROGRAMME FOR REGULAR ISSUANCE OF BONDS

Kommuninvest i Sverige AB, reg. no. 556281-4409 ("**Kommuninvest**" or the "**Company**") has adopted a resolution to prepare this programme for regular issuance of bonds (the "**Programme**"). Bond loans under the programme ("**Bond Loans**") will be represented by unilateral promissory notes ("**Bonds**") which will be registered pursuant to the Swedish Central Securities Depositories and Financial Instruments (Accounts) Act (1998:1479) (*Sw: lag (1998:1479) om kontoföring av finansiella instrument*). Resolutions regarding issuance of Bond Loans within the scope of the Programme are adopted by the Company's board of directors or in accordance with authorisation from the Company's board of directors.

The Company is a credit market company which is wholly owned by Kommuninvest Cooperative Society, reg. no. 716453-2074 (the "**Society**"). The Society conducts operations in the public interest, offering membership to all municipalities and county councils in Sweden. The underlying principal is one of voluntary participation in respect of both membership in the Society and use of the Company's services. The operations are based on local government values, and the goal is to ensure access to long-term and cost-efficient financing for the Society's members by providing loans and other financial service on competitive terms.

<b>Loan amount</b>	Bonds issued under the Programme may be issued regularly (a " <b>Tap issue</b> ") and thus, initially, no amount parameters may be assigned to a Bond Loan. The final loan amount is, instead, determined when the sale of new Bonds has concluded.
<b>Interest rate</b>	Only Bonds carrying fixed interest are issued under the Programme. In order to calculate interest, information is necessary regarding the issue date, repayment date, interest rate, and interest payment dates. This information will be established in conjunction with each issue of Bonds.
<b>Currency</b>	Swedish krona
<b>Term</b>	The terms and conditions for a Bond Loan, such as interest payment dates and repayment dates, are set forth in the Final Terms for each Bond Loan. All Bonds which are issued under a specific Bond Loan have identical terms and conditions regardless of when the issue takes place, and thus Final Terms are prepared only once in connection with the first issue. Depending on the Company's borrowing needs, Bonds may be sold continuously during

the entire term. In principle, this can take place until the repayment date of the Bond Loan. The Company is entitled to terminate or suspend issues at any time whatsoever. In the event a member resigns from the Society (which can ordinarily only take place at the end of the first financial year which ends six months after the date of notice of termination), it will not be possible to continue to issue additional Bonds under any Tap issue under existing Bond Loans.

<b>Registration</b>	Bond Loans which are issued are affiliated to Euroclear Sweden AB's (" <b>Euroclear Sweden</b> ") account-based system and thus no physical securities will be issued. Clearing and settlement of trading takes place in Euroclear Sweden's system. Bond Loans may also be handled by Euroclear Bank S.A/N.V. (" <b>Euroclear</b> ") and/or Clearstream Banking, Société Anonyme, Luxembourg (" <b>Clearstream</b> "). Euroclear and/or Clearstream will be registered as holders on VP accounts for investors whose holding is registered through Euroclear and/or Clearstream.
<b>Admitted to trading</b>	In accordance with the provisions of the Final Terms, the Company will apply for admission of the Bond Loan for trading on a regulated marketplace to Nasdaq Stockholm AB or another Swedish regulated marketplace.
<b>Fees, etc.</b>	Fees, commissions, and other costs for the purchase of Bonds are established in conjunction with the purchase of the Bonds.
<b>Arranger</b>	The Company has appointed Swedbank AB (publ) as arranger for the Programme.
<b>Dealer</b>	Danske Bank A/S Danmark, Sverige Filial, Nordea Bank AB (publ), Skandinaviska Enskilda Banken AB (publ), Svenska Handelsbanken AB (publ) and Swedbank AB (publ), as well as each other institution which joins the Programme.
<b>Market</b>	In agreements with the Company, the Dealers have undertaken, under certain conditions, to publish buy and sell interest rates in respect of Bonds which fulfil specific criteria in respect of, for example, volume and remaining term to maturity (benchmark loans). Under certain circumstances, however, the Dealers are entitled to withdraw from these undertakings.
<b>Guarantee</b>	When becoming a member of the Society, a municipality, county council, or region undertakes primary joint and several liability (guarantee) for all current and future obligations of the Company. The guarantee undertaking thus covers all of the Company's obligations under a Bond Loan. The undertaking is unconditional.

The municipality/county council/region also enters into a recourse agreement (party agreement) with other members of the Society, which governs the members' *inter se* liability for the guarantee undertaking.

Members resigning from the Society retain their liability as a guarantor for the obligations (including issued Bond Loans) which the Company has undertaken until such time as the member resigns from the organisation. The resigned member's liability will be reduced at the same pace as the Company repays older loans.

The wording of the guarantee undertaking assumed by members of the Society is set forth in the following extract, and also follows from the articles of association of the Society:

*"As security for all current and future obligations of Kommuninvest i Sverige AB, the undersigned county councils and municipalities issue a joint and several primary guarantee in accordance with the provisions of the articles of association of Kommuninvest Cooperative Society."*

Extract from the articles of association of the Society:

*"All members of the association shall, in accordance with separately signed guarantee undertakings, be jointly and severally liable for all obligations of the association's companies. In the event a member discharges its liability under a guarantee, it shall be entitled to claim compensation by way of recourse from other members, in accordance with the separate recourse undertaking executed by all members."*

A printed copy of the entire guarantee undertaking is available at the Company. In addition, a list of all municipalities, county councils, and regions which have provided a guarantee is available from the Company.

**Status of the Bonds**

A Bond Loan is an unsecured obligation for the Company and, in respect of rights of priority in the event of bankruptcy, is ranked *pari passu* with other non-subordinated, unsecured claims against the Company.

**Risk factors**

The Company's activities and the Bond Loans which are issued by the Company are affected, and may be affected, by a number of factors. There are risks in respect of both circumstances relating to the Company and the Bond Loans, as well as circumstances lacking a specific link to the Company or the Bond Loans. The investor is responsible for the assessment and outcome of an investment. Taking into consideration their own investment situation, each investor must assess the suitability of an investment in Bonds and, in the event of uncertainty, consult with a financial advisor. The following list is neither complete nor exhaustive but, instead, states the primary risks associated with the Company and the Bond Loan.

### ***Credit risk***

The Company conducts lending activities to members of the Society and to undertakings over which a member, alone or together with other members, exercises a controlling influence. The Company's lending activities are associated with credit risk, i.e. the risk that the customer will not fulfil its obligations. Materialisation of the credit risk may lead to adverse effects on the Company's earnings. The financing which the Company has raised but not yet lent is deposited on accounts at credit institutions and invested in interest-bearing securities. These investments entail a risk of change in value of the invested capital and that an issuer will not repay their entire undertaking upon maturity. If the risk materialises, this may have an adverse effect on the Company's earnings. Fluctuations on the market in respect of, for example, interest rates and currency exchange rates, may change the market value of derivative contracts to which the Company is a party. Where such fluctuations lead to a claim by the Company against the derivative counterparty and the counterparty cannot meet its obligations upon final settlement of the cash flows, this may have an adverse effect on the Company's financial position and earnings.

### ***Market risk***

Market risk refers to the risk of losses as a consequence of changes in risk factors on the financial market. Market risk, which may have an adverse effect on the Company's financial position and earnings if realised, primarily includes:

- **Interest rate risk**, which arises when the fixed interest rate terms for borrowed and lent capital differ.
- **Currency risk**, which entails a risk of financial loss due to a reduction in the net value of the Company's assets and liabilities as result of changes in currency exchange rates. In addition, currency risk arises when assets and liabilities in a specific currency do not match in terms of size.
- **Credit market risk**, which entails the risk of adverse impact on the Company's financial position and earnings as a consequence of changes in credit or basis spreads on the market.

### ***Liquidity risk***

Liquidity risk refers to the risk of being unable to fulfil its payment obligations upon maturity without the risk of significantly higher costs to acquire funds for payment. If the Company is unsuccessful in performing its payment obligations, this may have an adverse effect on the Company's financial position and earnings.

### ***Operating risks***

Operating risk is the risk of losses as a consequence of unsuitable or insufficient internal processes or routines, human error, defective systems, or external events, including legal risks. It may involve risks linked to defective or inappropriate internal processes, human error, deficient internal checks and regulatory compliance, unclear allocation of responsibilities, defective technical systems, and insufficient preparedness for disruptions. If the Company is unsuccessful in managing its operating risks, it cannot be ruled out that the Company's earnings and financial position will be adversely affected.

***Risk related to the term of the Bond Loan***

The risk in an investment in a Bond Loan increases as the length of the term to maturity of the Bond Loan increases. The credit risk in the long term is more difficult to survey than it is in the short term. A longer term for a Bond may entail greater volatility in the price of the Bond.

***Risks related to the secondary market and liquidity***

Insufficient liquidity on the secondary market may have an adverse effect on the price of the Bonds. It may be difficult or impossible, from time to time, to divest a holding of Bonds as result of, for example, intense price fluctuations, technical difficulties, and circumstances other than changes in the functioning of the secondary market. It is likely that Bond Loans which are not benchmark loans have weaker liquidity than Bond Loans which are benchmark loans.

**Credit rating**

The Company's creditworthiness is monitored by Moody's Investors Service, Ltd. and Standard & Poor's Rating Services, a subdivision of McGraw-Hill Companies Inc. Moody's credit rating for the Company's long-term liabilities has been Aaa since 2003 and Standard & Poor's credit rating has been AAA since 2006. This is the highest credit rating available from both Moody's and Standard & Poor's. A credit rating does not constitute a recommendation to buy, sell or retain Bonds, and a credit rating may be revised or withdrawn at any time.

**Compensation**

Each Dealer provides services to both the Company and to investors. The Dealer is compensated for arranging, selling, and distributing Bonds. The compensation is calculated as a percentage of the size of the issue, with consideration taken of the term. Compensation may also be paid for administration, preparation of documentation, and provision of so-called market making services.

**Taxation**

Each investor is responsible for evaluating the tax consequences which may arise as a result of subscription, acquisition, holding, and selling of Bonds issued under the Programme and, in that context, consulting tax advisors.

**Information**

More information regarding Kommuninvest and the Society, such as annual reports and other financial information can be obtained via the Company's website, [www.kommuninvest.se](http://www.kommuninvest.se).

In addition, please refer to the "General Terms and Conditions" set forth below. Terms which are defined in the General Terms and Conditions shall have the same import throughout this document unless otherwise stated.

Kommuninvest has taken all reasonable precautionary measures to ensure that, insofar as Kommuninvest is aware, the information in the listing document accords to the actual circumstances and that nothing which could affect its purport has been omitted.

Örebro, 14 May 2018

**Kommuninvest I Sverige AB (publ)**

Maria Viimne

Jonas Håkansson

*Distribution of the listing document and the offer for acquisition of Bonds issued under the Programme are not directed to persons whose participation requires offer documents, registration measures, or other measures in addition to those prescribed by Swedish law for offers in Sweden. The listing document, as well as final terms, may not be distributed to, or within, any country where such distribution requires registration measures or other measures in addition to those which follow from Swedish law or which violate any law or other provisions. Acquisition of issued Bonds under the Programme in contravention of the foregoing might be deemed invalid. Persons who have been furnished with the listing document undertake, vis-à-vis the Company and the dealers, to comply with all applicable laws, regulations, and rules in each country and jurisdiction where they buy, offer, or sell Bonds.*

*The Bond Loans have not been, and will not be, registered in accordance with the US Securities Act of 1933, as amended, or with any other securities authority in any state or other jurisdiction in the United States. The Bond Loans may not be offered, sold or delivered within the United States to, or on behalf of, or for the benefit of, US citizens.*



## GENERAL TERMS AND CONDITIONS

The following general terms and conditions ("**General Terms and Conditions**") shall apply to bond loans ("**Bond Loans**") which Kommuninvest i Sverige AB (reg. no 556281-4409) (the "**Company**") issues on the capital market in accordance with the agreement dated 15 September 2010 regarding a bond loan programme (the "**Bond Loan Programme**") with the Dealers identified below (the "**Dealer Agreement**"). Final terms and conditions ("**Final Terms**") shall be drafted for each Bond Loan, containing supplementary terms and conditions, which together with these General Terms and Conditions, shall comprise complete terms and conditions for the Bond Loan. References to "these terms and conditions" shall thus include, in respect of a specific Bond Loan, the provisions of the relevant Final Terms. Final Terms for a Bond Loan which is offered to the general public will be published on the Company's website ([www.kommuninvest.se](http://www.kommuninvest.se)) and will be made available at the Company's offices.

Each member of Kommuninvest Cooperative Society (reg. no. 716453-2074) (the members are jointly referred to as the "**Guarantors**" and each individual member as a "**Guarantor**") has issued a joint and several guarantee ("**Guarantee Undertaking**") for all of the Company's obligations. See also section 2 below.

### 1. DEFINITIONS

In addition to the definitions set forth above, the following words and phrases in these terms and conditions shall be defined as follows.

"Account Operator"	bank or other entity which is authorised to be an account operator pursuant to the Financial Instruments Accounts Act (1998:1479), and at which a Holder has opened a VP account in respect of Bonds;
"Adjusted Total Nominal Amount"	the aggregate nominal amount of outstanding Bonds in respect of a specific Bond Loan, less all Bonds which are held by the Company, the Society, or each Guarantor;
"Arranger"	Swedbank AB (publ);
"Bond Loan"	each loan taken up by the Company under these General Terms and Conditions and which is represented by Bonds;
"Bond"	unilateral promissory note registered pursuant to the Financial Instruments Accounts Act (1998:1479), issued by the Company in accordance with these General Terms and Conditions;

"Business Day"	day in Sweden which is not a Sunday or a public holiday or which, in respect of payment of promissory notes, is not equated with a public holiday;
"Company"	Kommuninvest i Sverige AB (reg. no. 556281-4409);
"Dealers"	Danske Bank A/S Danmark, Sverige Filial, Nordea Bank Finland AB (publ) <sup>1</sup> , Skandinaviska Enskilda Banken AB (publ), Svenska Handelsbanken AB (publ) and Swedbank AB (publ), as well as each other institution which joins this Bond Loan Programme (each individually referred to as a " <b>Dealer</b> ");
"ES"	Euroclear Sweden AB (reg. no. 556112-8074);
"Holder"	the person listed on a VP account as creditor or who is otherwise entitled, to receive payment on a Bond, as well as the person who, pursuant to section 13 regarding Nominee Registration, is to be regarded as Holder upon the application of section 11;
"Interest Payment Date"	date which is set forth in the Final Terms;
"Interest Rate"	the interest rate which is set forth in the Final Terms;
"Issue Date"	the date set forth in the Final Terms and from which calculation of interest commences;
"Loan Number"	serial number for a Bond Loan under the Bond Loan Programme in the series stated in the Final Terms;
"Reference Banks"	Nordea Bank AB (publ), Skandinaviska Enskilda Banken AB (publ), Svenska Handelsbanken AB (publ) and Swedbank AB (publ);
"Repayment Date"	pursuant to the Final Terms – the date on which the Total Nominal Amount in respect of a Bond Loan is to be repaid;
"SEK"	Swedish kronor;
"STIBOR"	the interest rate which (1) is published at approximately 11 AM on Reuters' website "SIDE" (or such other system or website which replaces this system or website) or – if such a quo-

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<sup>1</sup> Through supplemental agreements dated 3 December 2010, Nordea Bank AB (publ) withdrew as a dealer and, at the same time, Nordea Bank Finland Abp joined as a dealer. As of 2 January 2017, Nordea Bank Finland Abp was merged into Nordea Bank AB (publ).

tation is not provided – (2) at the aforementioned time corresponding to (a) the average of the Reference Banks' quoted interest rates for deposits in SEK for the relevant period on the interbank market in Stockholm – or – if only one quotation or no such quotations are made – (b) the Arranger's reasonable assessment of the interest rate offered by Swedish commercial banks for lending in SEK for the relevant period on the interbank market in Stockholm; and

"VP account"

securities account at ES where each Holder's holding of Bonds is registered.

## **2. LOAN AMOUNT, PAYMENT UNDERTAKING AND GUARANTEE UNDERTAKING**

The Loan Amount of the Bond Loan is determined when the sale of the Bonds has been terminated and is represented by Bonds in the denomination in SEK as stated in the Final Terms, or whole multiples thereof.

The Company undertakes to repay the Bond Loan and pay interest in accordance with these terms and conditions.

A Bond Loan confers the right to payment on an equal basis (*pari passu*) with the Company's other unsecured and non-subordinated payment obligations.

Each issued Bond is covered by the Guarantee Undertaking. The wording of the Guarantee Undertaking as per the First Sales Date for each Bond Loan is appended to the Final Terms. The Guarantee Undertaking is also available on the Company's website ([www.kommuninvest.se](http://www.kommuninvest.se)).

## **3. INTEREST**

The Bond Loan carries fixed interest pursuant to the Interest Rate from the Issue Date up to and including the Repayment Date.

The interest is paid in arrears on each Interest Payment Date and is calculated on a 30/360-day basis. The interest is calculated on the nominal amount.

## **4. REGISTRATION OF BONDS**

The Bonds are issued in dematerialised form and shall be registered on behalf of the Holder on a VP account; thus no physical securities shall be issued.

Any request for a specific registration measure in respect of Bonds shall be directed to the Account Operator.

Any person who, as a result of transfer, commission, pledge, the provisions of the Parental Code, testamentary provisions, or deed of gift, or who has otherwise acquired the right to receive payment under a Bond, shall cause his or her right to payment to be registered.

## **5. REPAYMENT OF THE LOAN AND PAYMENT OF INTEREST**

The Bond Loan matures on the Repayment Date or such earlier date as may follow from the provisions of these terms and conditions. Interest shall be paid on the Interest Payment Dates.

Payment of interest and repayment of the Bond Loan shall be made to the person who is the Holder on the fifth Business Day prior to each due date or on the Business Day immediately preceding the relevant due date which may generally be applied on the Swedish bond market (the "**Record Day**").

Where the Holder has caused it to be registered, through the Account Operator, that principal and interest amounts are to be deposited on a specific bank account, ES shall administer such deposits on each due date. In other cases, ES shall send the amount to the Holder on the aforementioned date to his or her address which is registered with ES as of the Record Day.

Where a due date falls on a day which is not a Business Day, the amount shall be deposited or sent on the Business Day immediately following the due date; however, interest shall be paid up to and including the due date.

In the event that ES cannot disburse amounts in accordance with the above provisions of this section 5 due to delay on the part of the Company or other impediment, ES shall disburse such amounts to the Holder as per the Record Day as soon as the impediment ceases.

Where it is proven to be the case that the person who received an amount in accordance with the above provisions of this section 5 was not entitled to do so, the Company and ES shall nevertheless be deemed to have fulfilled their obligations in question. However, this shall not apply where the Company or ES knew that the amount was received by the wrong person or neglected to exercise due care which reasonably should have been taken in the circumstances.

## **6. DEFAULT INTEREST ON ARREARS**

In the event of payment delay in respect of principal amounts and/or interest, default interest shall accrue on the due amount as from the due date up to and including the date on which payment is made, at an interest rate corresponding to the average of one week's STIBOR on the first Business Day of each week for the duration of the payment delay, plus two (2) percentage points. However, default interest pursuant to this section shall never be less than the interest rate which applied to the Bond on the due date in question plus two (2) percentage points. Default interest is not capitalized.

Where the payment delay is solely due to the Dealers or ES being impeded as referred to in section 15, default interest shall not be paid at an interest rate greater than that which applied to the Bond on the due date in question.

## **7. TIME BAR**

The right to receive payment of the principal of the Notes is time-barred ten (10) years after the Repayment Date. The right to interest payments is time-barred three (3) years after each Interest Payment Date. The funds which were set aside for payment which is barred shall vest in the Company.

Where the time bar has been tolled, a new time bar of ten (10) years in respect of the principal and three (3) years in respect of interest payments shall commence; in both cases as from the date provided for in the provisions of the Limitations Act (1981:130) (*Sw: preskriptionslagen* (1981:130) regarding the effects of tolling of a time bar.

## **8. MODIFICATION OF THE LOAN TERMS AND CONDITIONS, ETC.**

The Company and the Dealers shall be entitled to adjust clear and manifest errors in these terms and conditions, as well as to agree on modifications of a technical or administrative nature. The Company shall further be entitled to reach an agreement with the Dealers regarding an increase or decrease of the number of Dealers, as well as the replacement of one Dealer with another Dealer.

In other cases, modification of these General Terms and Conditions may only take place through a decision taken at a Holders' Meeting as per section 11 and notified to the Holders in accordance with section 12.

## **9. SPECIFIC UNDERTAKINGS**

9.1 The Company undertakes, for as long as any Bond is outstanding, to:

- a) refrain from pledging assets or causing another to pledge assets – in the form of a contingent liability or in another form – for any other market loan which is or may be taken by the Company; and
- b) to refrain from pledging assets for a market loan – in a form other than through a contingent liability which, in turn, may not be secured – which is or may be taken by a party other than the Company,

unless, in the Dealers' reasonable assessment, at least equivalent security is lodged for payment of outstanding Bonds.

"Market loan" as per the foregoing shall mean a loan taken against issuance of commercial paper, bonds, or other securities (including loans under MTN or any other market loan programme) which is, or can be, admitted to trading on a regulated market or other marketplace. For the duration of the Guarantee Undertaking in respect of outstanding Bond Loans, the undertaking set forth in section 9.1 a) shall not include a guarantee for any other market loan made on the same terms and conditions as the Guarantee Undertaking.

9.2 The Company undertakes not to change significantly the nature of the Company's operations while any Bond remains outstanding.

9.3 In the event a Guarantor withdraws from the Society, the Company undertakes, as from the date on which the Guarantor withdraws from the Society, not to issue any additional Bonds under outstanding Bond Loans.

## **10. ACCELERATION OF LOANS**

10.1 Dealers shall, upon written request of Holders representing not less than one-tenth of the Adjusted Total Nominal Amount at the time of such request, or where so resolved by the Holders' Meeting, declare, in writing, that the Bond Loan plus interest is due for payment immediately or on such date as resolved by the Holders' Meeting where:

- a) the Company fails to pay principal or interest due under a Bond Loan in due time, unless the payment delay is less than five (5) days; or

- b) the Company (in any respect other than as set forth in subsection a)) fails to fulfil its obligations under these terms and conditions – or otherwise acts in contravention thereof – provided that the Dealers have required the Company to remedy the failure and the Company fails to meet such requirement within fifteen (15) Business Days thereafter; or
- c) the Company fails to make payment in due time in respect of another loan taken by the Company and, as result, the loan in question is declared due and payable or if there is no termination clause or the non-payment constitutes final payment – provided that the total of the outstanding debt under the loans in question is not less than SEK three hundred million (300,000,000) or the corresponding value in another currency; or
- d) the Company suspends its payments; or
- e) the Company applies for, or consents to, a company reorganisation; or
- f) the Company is declared bankrupt; or
- g) a resolution is adopted to place the Company into liquidation; or
- h) a resolution is adopted regarding merger, whereby the Company is to be absorbed into another company and such company is not a credit market company pursuant to the Banking and Financing Business Act (2004:297) (*Sw: lag (2004:297) om bank- och finansieringsrörelse*); or
- i) the Guarantee Undertaking provided by the Guarantors terminates in respect of all Guarantors, or all Guarantors claim that the Guarantee Undertaking is invalid or not binding.

"Loan" in subsection c) above also includes overdraft facilities as well as amounts which were not received as a loan but which are to be paid on the grounds of a debt instrument clearly intended for sale to the general public.

Where the Holders' right to call in a loan is due to a decision of a court, public authority, or general meeting, the decision need not have entered into force and the time for appeal need not have expired.

The Company must immediately notify the Dealers upon the occurrence a circumstance of the type set forth in subsections a)-i) above. In the absence of such notice, the Dealers shall be entitled to assume that no such circumstance has occurred or is expected to occur, provided that the Dealers do not know that the opposite is true. The Company shall, at such times as the Dealers deem necessary, upon request provide the Dealers with verification concerning the circumstances addressed in subsections a)-i) above. Moreover, the Company shall provide the Dealers with any detailed information which the Dealers may request in respect of such circumstances as are addressed in subsections a)-i) above, as well as, upon request of the Dealers, provide all such documents which may be important in this respect.

The Company's obligations to provide information pursuant to the preceding paragraph shall apply provided that provision of the information does not breach the Company's registration contract with a marketplace and does not violate applicable law or binding regulations.

## **11. HOLDERS' MEETING**

- 11.1 The Dealers shall be entitled to and shall, and upon written request from the Company or Holders who, as of the date of the request, represent at least one-tenth of the Adjusted Total Nominal Amount, convene a holders' meeting ("Holders' Meeting"). Notice to attend shall be given to the Company and the Holders not fewer than twenty (20) Business Days in advance, in accordance with section 11.2 and section 12.
- 11.2 Notice to attend a Holders' Meeting shall state the time and location of the meeting, as well as the agenda for the meeting. In the event voting may take place by means of an electronic voting procedure, the details thereof shall be clearly stated in the notice to attend. Moreover, the notice to attend shall set forth the business to be addressed and resolved upon at the meeting. The matters must be numbered. The key content of each proposal which is presented must be stated. Only matters which are included in the notice to attend may be decided upon at the meeting. In the event that advance notice of intention to attend is required in order to entitle a Holder to participate at the Holders' Meeting, this shall be clearly stated in the notice to attend. A proxy form shall be appended to the notice to attend.
- 11.3 The meeting shall commence with the Arranger appointing a chairman, a person to keep the minutes and a person to attest the minutes, unless the Holders' Meeting resolves otherwise.
- 11.4 At the Holders' Meeting - in addition to Holders and their respective representatives and assistants - directors, the managing director, and other senior executives of the Company, as well as the Company's auditors and legal advisors and the Dealers, shall be entitled to participate at the meeting. Representatives shall present a duly issued proxy which must be approved by the chairman.
- 11.5 The Arranger shall ensure that a printout of the record date register (maintained by ES) as per the close of the fifth Business Day prior to the date of the Holders' Meeting is available at the Holders' Meeting. The chairman shall prepare a list of Holders present who are entitled to vote, including information regarding the share of the Adjusted Total Nominal Amount represented by each Holder ("Voting Register"). Upon application of these provisions, a Holder who has cast his or her vote using an electronic voting procedure, ballot or suchlike, shall be deemed present at the Holders' Meeting. Only Holders as of the fifth Business Day before the Holders' Meeting and who are covered by the Adjusted Total Nominal Amount are entitled to vote and shall be included in the Voting Register. The Voting Register shall thereafter be approved by the Holders' Meeting.
- 11.6 Minutes shall be kept of the Holders' Meeting, noting the date and location of the meeting, the attendees, the business which was addressed, the results of voting, and any resolutions which were adopted. The voting register shall be noted or appended to the minutes. The minutes shall be signed by the person keeping the minutes. They shall be attested by the chairman, unless the chairman has kept the minutes, as well as by at least one person appointed by the Holders' Meeting to attest the minutes. The minutes shall thereafter be submitted to the Arranger. The minutes shall be provided to the Holders in accordance with section 12 not later than ten Business Days after the Holders'

meeting. New or modified General Terms and Conditions shall be appended to the minutes and submitted to ES through the agency of the Arranger or another party designated by the Arranger. The minutes shall be stored at the Arranger in a satisfactory fashion.

- 11.7 The Holders' Meeting is quorate when Holders representing at least one-fifth of the Adjusted Total Nominal Amount are present at the Holders' Meeting.
- 11.8 However, the following types of matters require that Holders representing not less than one-half of the Adjusted Total Nominal Amount are present at the Holders' Meeting ("Extraordinary Resolution"):
- a) approval of any agreement with the Company or other party regarding a change in the Repayment Date, reduction of the loan amount, change in the prescribed currency for the Loan (unless otherwise provided by law), as well as change in the Interest Payment Date or other interest term or condition;
  - b) approval of a change of debtor; and
  - c) approval of the amendment of this section 11.
- 11.9 In the event a Holders' Meeting is convened and the necessary Adjusted Total Nominal Amount represented by the Holders necessary for a quorum has not been reached within thirty (30) minutes of the scheduled start of the Holders' Meeting, the meeting shall be adjourned until the same day the following week (or, if such day is not a Business Day, on the next Business Day after such day). Where the meeting is quorate for some, but not all, questions to be resolved upon at the meeting, the meeting shall be adjourned after resolutions have been adopted in respect of the questions for which there was a quorum. Notice that a Holders' Meeting has been adjourned, containing information regarding the time and place of the continued meeting, shall be sent to the Holders as soon as possible through the agency of ES. When an adjourned Holders' Meeting is resumed, the meeting shall be entitled to adopt resolutions, including Extraordinary Resolutions, where Holders who represent not less than one-tenth of the Adjusted Total Nominal Amount as per the printout of the record date register provided pursuant to section 11.5 (taking into consideration the provisions of section 11.12) are present at the meeting. The resumed meeting shall commence with the chairman's preparing a new voting register (according to the same principles as set forth in section 11.5 and based on the aforementioned printout of the record date register). Only Holders who are included in this new voting register shall be entitled to vote at the meeting. A Holders' Meeting cannot be adjourned more than once.
- 11.10 Resolutions at a Holders' Meeting shall be adopted by poll vote upon the request on any Holder. Each Holder who is entitled to vote shall hold one vote per Bond (which comprise a part of the same Bond Loan) which he or she holds.
- 11.11 An Extraordinary Resolution shall be valid only where it is supported by not less than nine-tenths of the votes cast. All other resolutions shall be adopted in accordance with the position taken by more than half of the votes cast.



11.12 Upon application of this section 11, a holder of a nominee-registered Bond shall be regarded as the Holder instead of the nominee where the holder presents a certificate from the nominee evincing that the person in question was the holder of the Bond as of the fifth Business Day prior to the Holders' Meeting and evincing the size of his or her holding. The nominee for a nominee-registered Bond shall be deemed present at the Holders' Meeting with the number of Bonds which the nominee has been engaged to represent.

11.13 Any resolution adopted at a duly convened and conducted Holders' Meeting shall be binding on all Holders regardless of whether they were present at the meeting and regardless of how they voted at the meeting. A Holder who supported a resolution adopted by the Holders' Meeting may not be held liable for any loss incurred by another Holder as a result of the resolution.

All of the verified costs which the Arranger, ES and the Dealers incur in conjunction with the Holders' Meeting shall be paid by the Company.

11.14 Upon the application of this section 11, the Dealers shall be entitled to an extract from the record date register maintained by ES for the Bond Loan in question. The Dealers shall also be entitled (but not obliged) to provide a copy of the extract to the Company.

11.15 Any request for a Holders' Meeting shall be sent to the Arranger at the following address. Such letter shall indicate that the matter is urgent.

Swedbank AB (publ)  
Large Corporates & Institutions  
Legal, E829  
105 34 STOCKHOLM  
Fax: 08-411 85 56  
E-mail: dcm.legal@swedbank.com

## **12. NOTICES**

Notices in respect of a Bond shall be sent to a Holder at his or her address which is registered with ES.

## **13. NOMINEE REGISTRATION**

Upon application of these terms and conditions to any Bond which is nominee-registered pursuant to the Financial Instruments Accounts Act (1998:1479), the nominee shall be regarded as the Holder unless provided in section 11.2.

## **14. TRADING ON A REGULATED MARKETPLACE**

14.1 The Company shall apply for registration of Bond Loans on NASDAQ Stockholm AB<sup>2</sup> or another Swedish regulated marketplace.

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<sup>2</sup> NASDAQ Stockholm AB has changed its company name from NASDAQ OMX Stockholm AB.

- 14.2 For such time as any Bond is outstanding, the Company shall take the measures which are necessary to keep the Bond Loan registered on NASDAQ Stockholm AB or another Swedish regulated marketplace.
- 14.3 Any switch to admittance to trading on a regulated marketplace other than NASDAQ Stockholm AB may only occur when, in the judgment of the Dealers, such change cannot have a negative material impact on the Holders' interests. Notice of a switch in regulated marketplace shall be provided in accordance with section 12 of these General Terms and Conditions.

**15. LIMITATION OF LIABILITY, ETC.**

In respect of undertakings assumed by the Dealers or ES – in respect of ES taking into consideration the provisions of the Financial Instruments Accounts Act – liability cannot be asserted for loss resulting from Swedish or foreign provisions of law, actions of Swedish or foreign public authorities, acts of war, strikes, blockades, boycotts, lockout or any other similar circumstance. The reservation in respect of strikes, blockades, boycotts, shall also apply notwithstanding that the Dealers or ES itself is subject to, or takes, such labour market measures.

Any loss incurred in other cases shall not be compensated by the Dealers or ES if the relevant party has exercised normal care. Under no circumstances shall the Dealers or ES be liable for indirect loss.

In the event the Dealers or ES are prevented from taking measures under these terms and conditions due to any circumstance stated in the first paragraph above, the measure may be postponed until the impediment has ceased.

The Dealers shall not be deemed to hold information regarding the Company, its operations, or circumstances as referred to in section 10.1 (b)-(i) or section 9 unless the Company has provided such information through special notice in accordance with the Issuing Agreement. A Dealer is not obliged to monitor for the existence of conditions for acceleration of loans pursuant to section 10.1 (b)-(i).

The above provisions of this section shall not apply where otherwise prescribed in the Financial Instruments Accounts Act.

**16. APPLICABLE LAW - JURISDICTION**

The interpretation and application of these terms and conditions shall be governed by Swedish law.

The Stockholm District Court shall be the court of first instance for disputes in respect of the interpretation and application of these General Terms and Conditions.

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It is hereby confirmed that the above General Terms and Conditions are binding on all of us.

Örebro, 15 September 2010

KOMMUNINVEST I SVERIGE AB (publ)

The following template is used for Final Terms for each Bond Loan issued under the Bond Loan Programme.

## FINAL TERMS



**Kommuninvest i Sverige AB (publ)**

**[Interest rate] loan no. [Loan Number]**

The following final terms ("Final Terms") apply to bond loan [Loan Number] (the "Bond Loan") which Kommuninvest i Sverige AB (the "Company") is issuing on the capital market as per agreement with the Dealers identified below. The Bond Loan is represented by Bonds, which are unilateral promissory notes registered pursuant to the Financial Instruments Accounts Act (1998:1479) (*Sw: lag (1998:1479) om kontoföring av finansiella instrument*).

The General Terms and Conditions dated 15 September 2010, as well as these Final Terms, shall apply to the Bond Loan. Terms which are not defined in these Final Terms shall have the definitions set forth in the General Terms and Conditions.

Complete information regarding the Company and the Bond Loan can only be acquired by reading these Final Terms together with the listing document. The documents are available at [www.kommuninvest.se](http://www.kommuninvest.se).

### ***Loan terms***

<b>Loan Number:</b>	[●]
<b>Minimum denomination:</b>	[10,000]/[●]
<b>Issue Date:</b>	[●]
<b>Settlement Date:</b>	[(If date other than the Issue Date)]
<b>First Sales Date:</b>	[●]
<b>Admitted to trading:</b>	[The Company will apply for registration of the Bond Loan on [Nasdaq Stockholm AB] / [other Swedish regulated marketplace] as from [Settlement Date].

### ***Interest terms***

**Interest Rate:** [[●] % annual interest rate]

**Interest Payment Date** [●]

### ***Terms for repayment***

**Repayment Date:** [●]

### ***Sale terms***

**Interests which are significant to the issue:** [State the interests which are significant to the issue, including any natural persons or legal entities involved in the issue, including conflicts of interest / Apart from the compensation which is paid to the Dealers as result of their participation in the Programme and this issue, the Company is not aware of any person involved who has any interest of significance to the issue]

**Restrictions on consent to the use of the Prospectus:** [●]

**Clearing:** [Euroclear Sweden AB/Euroclear Bank S.A./N.V./Clearstream Banking, Société Anonyme, Luxembourg]

**Payment and custodial representative:** [Euroclear Sweden AB Box 191, 101 23 Stockholm / Specify name and address of other payment and custodial representative]

### ***Other information***

**Use of the proceeds of the issue:** [The Company intends to use the proceeds of the issue, after deducting issue costs, for general financing purposes./Specify]

**Credit rating:** [(Specified only in those cases where the Bond Loan has been assigned a credit rating)]

[The above credit rating agencies were established within the EU prior to 7 June 2010 and on 31 October 2011 were approved and registered as credit rating agencies under Regulation (EC) no 1060/2009 of the European Parliament and

of the Council of 16 September 2009 on credit rating agencies, as amended through Regulation (EU) no 513/2011 of the European Parliament and of the Council of 11 May 2011 and Regulation (EU) no 462/2013 of the European Parliament and of the Council of 21 May 2013.]

**ISIN code:** [●]

**Euroclear no:** [●]

***Assurance***

The Company confirms that all significant events after the listing document for this Bond Loan Programme which might affect the market's perception of the Company have been published on the Company's website.

The Company further confirms that these Final Terms shall apply to the Bond Loan and undertakes, in accordance therewith, to pay the Loan Amount and interest.

Örebro [date of Final Terms]

Kommuninvest i Sverige AB (publ)

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## ADDRESSES

### Issuer

Kommuninvest i Sverige AB (publ)  
Drottninggatan 2  
Box 124, 701 42 Örebro  
Tel: 010-470 87 00  
Fax: 019-12 11 98  
www.kommuninvest.se

### Arranger

Swedbank AB (publ)  
Large Corporates & Institutions  
105 34 Stockholm  
Tel: 08-585 900 00  
Fax: 08-411 85 56  
www.swedbank.se

### Dealers

Danske Bank A/S, Danmark, Sverige Filial  
Norrholmstorg 1, Box 7523,  
103 92 Stockholm  
Tel: 08-568 805 54

Svenska Handelsbanken AB (publ)  
Handelsbanken Capital Markets  
Blaiseholmstorg 11  
106 70 Stockholm  
Tel: 08-463 46 50

Nordea Bank AB (publ)  
c/o Nordea Markets  
Smålandsgatan 17  
105 71 Stockholm  
Tel: +46 10 156 93 61

Swedbank AB (publ)  
Large Corporates & Institutions  
105 34 Stockholm  
Tel: 08-700 99 00

Skandinaviska Enskilda Banken AB (publ)  
Large Corporates & Financial Institutions  
Kungsträdgårdsgatan 8  
106 40 Stockholm  
Tel: 08-506 231 10

### Central securities depository

Euroclear Sweden AB  
Box 191  
101 23 Stockholm  
Tel: 08-402 90 00