

THIS BASE PROSPECTUS WAS APPROVED BY THE SWEDISH FINANCIAL SUPERVISORY
AUTHORITY ON 23 SEPTEMBER 2013.



AB Sveriges Säkerställda Obligationer (publ)
(The Swedish Covered Bond Corporation)

PROGRAMME FOR CONTINUOUS ISSUANCE OF COVERED BONDS

Arranger

Skandinaviska Enskilda Banken AB (publ)

Dealers

Danske Bank A/S, Danmark, Sverige Filial

Nordea Bank Finland Abp

Nykredit Bank A/S Danmark, Sverige Filial

Skandinaviska Enskilda Banken AB (publ)

Svenska Handelsbanken AB (publ)

Swedbank AB (publ)

The distribution of prospectuses and the sale of covered bonds may be restricted by law in certain jurisdictions. Any holders of this prospectus and/or covered bonds are required to inform themselves about and observe any restrictions.

AB Sveriges Sakerställda Obligationer (publ) (The Swedish Covered Bond Corporation) ("SCBC"), has in accordance with this base prospectus (the "Prospectus") and the programme dated 15 May 2006 for continuous issuance of covered bonds (Sw. *Sakerställda Obligationer*) (the "Programme"), resolved to continuously issue fixed interest rate as well as floating interest rate covered bond loans (Sw. *sakerställda obligationslån*) ("Covered Bond Loans" or, when referred to individually a "Covered Bond Loan") in SEK or Euro by issuance of covered bonds in accordance with the Swedish Act (2003:1223) on Issuance of Covered Bonds (Sw. *Lag (2003:1223) om utgivning av säkerställda obligationer*) (the "Covered Bonds Act") ("Covered Bonds" or, when referred to individually, a "Covered Bond"). The decision to establish the Programme was passed by SCBC's board of directors on 31 March 2006. Decisions to raise Covered Bond Loans are made by persons who are authorised by the board of directors, or such person(s) authorised by them, to sign for SCBC. The loan amount under each Covered Bond Loan is determined once the sale of such Covered Bond Loan has been closed, i.e. on the relevant maturity date of each Covered Bond Loan.

On 31 March 2006, SCBC obtained a licence by the Swedish Financial Supervisory Authority (Sw. *Finansinspektionen*) (the "FSA") to conduct financing operations under the Banking and Financing Business Act (Sw. *Lag (2004:297) om bank- och finansieringsrörelse*) (the "Banking and Financing Business Act") and to issue covered bonds in accordance with the Covered Bonds Act.

This Prospectus has been approved and registered by the FSA in accordance with the Swedish Financial Instruments Trading Act (Sw. *Lag (1991:980) om handel med finansiella instrument*) (the "Financial Instruments Trading Act") and the Commission Regulation (EC) No. 809/2004 of 29 April 2004 implementing Directive 2003/71/EC of the European Parliament and of the Council (as amended) (the "Prospectus Directive"). Approval and registration by the FSA do not imply that the FSA guarantees that the information provided in this Prospectus is correct and complete.

This Prospectus shall be read in conjunction with any documents incorporated by reference (see Section "Information incorporated by reference"), the Final Terms for each Covered Bond Loan and any supplements to this Prospectus.

Certain terms used in this Prospectus is defined in the appendix hereto.

This Prospectus is a base prospectus in accordance with Chapter 2, Section 16, of the Financial Instruments Trading Act.

The Prospectus is not a recommendation to subscribe for or to acquire Covered Bonds issued under the Programme. Any recipients of this Prospectus and/or any Final Terms, must make their own assessment of SCBC based on this Prospectus, the documents incorporated by reference (see Section "Information incorporated by reference"), the Final Terms of each Covered Bond Loan and any supplements to this Prospectus.

The issue price of the Covered Bonds issued under each Covered Bond Loan is presently unknown. The price for the Covered Bonds is variable and depends, *inter alia*, on the effective market interest rate for investments with a corresponding duration and coupon (see Sections "Description of the Programme" and "Method of Issuance").

Each Covered Bond will be registered in the account based system of Euroclear Sweden AB (Box 191, SE-101 23 Stockholm, Sweden) ("Euroclear Sweden") or of any other clearing organisation. Bearer notes representing the Covered Bonds will therefore not be issued. Euroclear Sweden deducts for preliminary withholding-tax, presently at 30 per cent., on interest paid to private individuals residing in Sweden and to Swedish estates of inheritance. This Prospectus does not purport to give an exhaustive description of all tax consequences from an investment in Covered Bonds and any tax consequences are subject to change in laws and regulations. Each potential investor should therefore consult a tax adviser before investing in Covered Bonds.

For further information regarding this Prospectus reference is made to SCBC. The Prospectus is available via www.sbab.se. A copy of this Prospectus will be made available by SCBC upon request during the term of the Prospectus.

No person has been authorized to provide any information or make any statements other than those contained in this Prospectus. Should such information or statements nevertheless be furnished, it/they must not be relied upon as having been authorized or approved by SCBC and SCBC assumes no responsibility for such information or statements. Neither the publication of this Prospectus nor the offering, sale or delivery of any Covered Bonds implies that the information in this Prospectus is correct and

With the exception of the approval and registration by the FSA of this Prospectus, neither SCBC nor the Dealers have taken any measures nor will they take any measures to allow for a public offer of Covered Bonds under the Programme, nor for possession or distribution of material regarding such offer, in any country or jurisdiction where measures for such purposes are required. Persons that are provided with this Prospectus and any Final Terms undertake in relation to SCBC and the Dealers to comply with all applicable laws, regulations and other rules in each country and jurisdiction where they buy, offer, sell or deliver Covered Bonds or possess or distribute such offering material, in each case at their own expense.

Covered Bond Loans are not and will not be registered in accordance with the U.S. Securities Act 1933 and may not be offered or sold in the United States or to, on behalf of or to the benefit of, persons resident in the United States, except in accordance with Regulation S or exceptions from registration requirements under the U.S. Securities Act 1933.

This offer is not addressed to private individuals or legal entities in the United States, Canada, Australia, Japan, New Zealand, South Africa or in any other country where the publishing or the availability of offer material is forbidden or the accessibility is in any way restricted. Should the offer according to the Prospectus none the less be accepted by such private individual or legal entity such acceptance may be disregarded.

current as at any date other than the date of this Prospectus or that there have not been any changes in SCBC's or the SBAB Group's business since the date of this Prospectus. If the information in this Prospectus becomes subject to any material change, such material change will be made public in accordance with the provisions governing the publication of supplements to prospectuses in the Financial Instruments Trading Act.

Covered Bonds may not be a suitable investment for all investors. Each potential investor in any Covered Bond must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Covered Bonds, the merits and risks of investing in the Covered Bonds and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Covered Bonds and the impact such investment will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in Covered Bonds, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (d) understand thoroughly the terms of the Covered Bonds and be familiar with the behaviour of any relevant indices and financial markets; and
- (e) 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.

This Prospectus incorporates by reference SCBC's historical financial statements for 2011 and 2012, which have been prepared in accordance with the Annual Accounts Act for Credit Institutions and Securities Companies (Sw. *Lag (1995:1559) om årsredovisning i kreditinstitut och värdepappersbolag*). SCBC applies statutory International Financial Reporting Standards ("IFRS") as adopted by the EU, which means that the annual report has been prepared in compliance with IFRS subject to the additions and exceptions that ensue from the Swedish Financial Reporting Board's recommendation RFR 2, Accounting for Legal Entities, and the FSA's regulations and general guidelines on annual accounts for credit institutions and securities companies (FFFS 2008:25). The annual report has been prepared in accordance with the acquisition method, apart from derivative instruments and financial assets and liabilities measured at fair value through profit or loss, as well as hedge-accounted items. The financial statements for 2011 and 2012 have been audited by SCBC's auditor. Certain financial and other information presented in this Prospectus have been rounded off for the purpose of making this Prospectus more easily accessible for the reader. As a result, the figures in tables may not tally with the stated totals. This Prospectus has not been reviewed by any auditor.

This Prospectus is governed by Swedish law. The courts of Sweden have exclusive jurisdiction to settle any dispute arising out of or in connection with this Prospectus.

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RISK FACTORS

SCBC believes that the risks described below represent the main risks when investing in Covered Bonds issued under the Programme. However, SCBC may be unable to pay interest, principal or other amounts on or in connection with a Covered Bond for other reasons. Thus, SCBC does not make any representation that the statements below regarding the risks associated with the holding of Covered Bonds are exhaustive. Furthermore, the risk factors are not ranked in any particular order. Potential investors should also read the detailed information as set out in other parts of this Prospectus in order to reach their own views prior to making any investment decision.

Risks relating to the Issuer

Risks relating to the Swedish mortgage market

One of the main risks related to the Swedish residential mortgage market is the credit risks associated with borrowers' creditworthiness, and their ability to pay under the mortgage loan and with the value of the mortgaged properties. The housing market has been strong for many years driven by low interest rates and low supply of new homes in growth regions. House prices may be negatively affected should, for example, the interest rates or the unemployment level rise quickly. As the main part of SBAB Group's lending is secured by mortgage certificates in properties (*Sw. pantbrev*), site leasehold rights and tenant-owners' rights (*Sw. bostadsrätt*), the risks associated with SBAB Group's business are linked to the development of the Swedish real estate and housing market.

Risks relating to disruptions in the global credit markets and economy

Financial markets are subject to periods of historic volatility which may impact SCBC's ability to raise debt in a similar manner, and at a similar cost, to the funding raised in the past. Challenging market conditions may result in greater volatility and reduced liquidity, widening of credit spreads and lack of price transparency in credit markets, which may affect SCBC. Changes in investment markets, including changes in interest rates, exchange rates and returns from equity, property and other investments, may affect the financial performance of SCBC. In addition, the financial performance of SCBC could be adversely affected by a worsening of general economic conditions in the markets in which it operates.

Risks relating to SCBC's business

SCBC has acquired loan portfolios from SBAB, and may also acquire further loans from SBAB or other parties with which SCBC enters into sale and purchase agreements. Accordingly, SCBC is dependent on the business of SBAB and such other parties to originate loans to be acquired by SCBC. SCBC will therefore be affected by general economic and business conditions affecting itself and/or SBAB and such other parties, including changes in the economic climate, both nationally and internationally, changes regarding taxation, interest rate developments, inflation, political changes, regulatory changes and changes in the financial markets.

Credit risk

Risks arising from changes in credit quality and the recoverability of loans and amounts due from counterparties are inherent in the SBAB Group's business. Adverse changes in the credit quality of the SBAB Group's borrowers and counterparties due to, for example, a general deterioration in the Swedish, European or global economic conditions, or arising from systemic risks in the financial systems, could affect the recoverability and value of its assets and require an increase in the SBAB Group's provision for bad and doubtful debts and other provisions.

Market risk

The most significant market risks the SBAB Group faces are interest rate, foreign exchange and bond and equity price risks. Changes in interest rate levels, yield curves and spreads may affect the interest rate margin realised between lending and borrowing costs. Changes in currency rates affect the value of assets and liabilities denominated in foreign currencies and may affect income from foreign exchange dealing. Certain currency risks can arise due to mismatch in interest rate flows. Against this background, a liquid derivative market enabling the SBAB Group to swap foreign currencies is essential. Further, the performance of financial markets may cause changes in the value of the SBAB Group's liquidity portfolio.

It is difficult to predict with accuracy changes in economic or market conditions and to anticipate the effects that such changes could have on the SBAB Group's financial performance and business operations.

Operational risk

The SBAB Group's business is dependent on the ability to process a very large number of transactions efficiently and accurately. Operational risk and losses can result from fraud or other external or internal crime, errors by employees, failure to document transactions properly or to obtain proper internal authorisation, failure to comply with regulatory requirements and conduct of business rules, equipment failures, natural disasters or the failure of internal or external systems, for example, those of the SBAB Group's suppliers or counterparties.

Liquidity Risk

The inability of SCBC to anticipate and provide for unforeseen decreases or changes in funding sources could have consequences on SCBC's ability to meet its payment obligations when they fall due and could result in an investor not being paid in a timely manner. Furthermore, if SCBC's inability to meet its payment obligations when they fall due is not temporary it could mean that SCBC might be considered as insolvent.

SCBC is also subject to liquidity requirements in its capacity as a credit institution, supervised by the FSA, including a statutory requirement to maintain sufficient liquidity to be able to discharge its obligations as they fall due. The FSA has issued regulations on liquidity (Sw. *FFFS 2012:6*). Serious or systematic deviations from such regulations may lead to the FSA determining that SCBC's business does not satisfy the statutory soundness requirement for credit institutions and could result in the FSA imposing sanctions against SCBC.

Risks relating to SCBC's collateral

Given that a considerable part of SCBC's loans are granted with mortgage certificates in properties located in Sweden or pledges of tenant-owners' rights as collateral, the credit risk is partly related to the performance of the real estate and housing market. There can be no guarantees regarding the future development of the value of the collateral. When collateral is enforced, a court order may be needed to establish the borrower's obligation to pay and to enable a sale by execution measures. SCBC's ability to enforce the collateral without the consent of the borrower is thus dependent on the above mentioned decisions from a court and the execution measures and on other relevant circumstances in the mortgage market and in the demand for the relevant real property. Should the prices of real property and the housing market substantially decline, this would affect SCBC. There are many circumstances that affect the level of credit loss, early repayments, withdrawals and final payments of interest and principal amounts, such as changes in the economic climate, both nationally and internationally, changes regarding taxation, interest rate developments, inflation and political changes.

Risks relating to geographical concentration

At the date of this Prospectus, the vast majority of the cover pool consists of loans which are secured by mortgage certificates in properties located in Sweden, pledges of tenant-owners' rights in Sweden and loans guaranteed by the Kingdom of Sweden or Swedish municipalities. The value of the cover pool may therefore decline in the event of a general downturn in the value of property in Sweden or by a decline in the credit worthiness of the Kingdom of Sweden or Swedish municipalities.

No due diligence

None of the Dealers, the Arranger or SCBC has or will undertake any investigations, searches or other actions in respect of the loans and other assets comprising the cover pool and there may therefore be issues or concerns that would have been discovered during such investigations, searches or actions that therefore remain undetected.

Risks relating to the Covered Bonds (including risks related to the market in general)

Impact of legal and regulatory changes

SCBC's business is subject to regulation and regulatory supervision. Any significant legal or regulatory developments could have an effect on how SCBC conducts its business and on SCBC's results of operations. SCBC is subject to financial services laws, regulations, administrative actions and policies in each location in which SCBC operates. This supervision and regulation, in particular in the Kingdom of Sweden, if changed, could materially affect SCBC's business, the products and services it offers or the value of its assets. In the aftermath of the global economic crisis, many initiatives for regulatory changes have been taken.

Increased capital requirements and standards

Regulation and supervision of the global financial system remains a priority for governments and supranational organisations. Since the onset of the global financial crisis in 2008 and the increased loan losses and asset quality impairment suffered by financial institutions as a result, governments in some European countries (including Sweden) have increased, or have announced that they are likely to increase, the minimum capital requirements for financial institutions domiciled in these countries over and above the increased capital requirements of Basel III and the CRD IV (each as defined below).

At the international level, a number of initiatives are being implemented with the aim of increasing capital requirements, increasing the quantity and quality of capital and raising liquidity levels in the banking sector. Among these are a number of specific measures proposed by the Basel Committee on Banking Supervision (the "**Basel Committee**") which are being implemented by the European Union.

The Basel Committee issued a comprehensive set of reform measures in December 2010 ("**Basel III**"). The aim of the framework is to improve the banking sector's ability to absorb shocks arising from financial and economic stress, improve risk management and governance and strengthen financial institutions' transparency and disclosures. The framework raises both the quality and quantity of the capital base and increases capital requirements for certain positions. The minimum requirements for capital will be underpinned by a leverage ratio that serves as a backstop to the risk-based capital measures. In addition to the minimum requirements, there will also be buffer requirements in the form of both a capital conservation buffer, a countercyclical capital buffer and additional capital buffers for systemic importance, which may be on a global, European or domestic basis. The framework also introduces internationally harmonised minimum requirements for liquidity risk. As a result, the regulatory

framework in the future will be very different from the current one and the changes could have a material impact on the SBAB Group's business.

Following the Basel III guidelines, the European Commission published on 20 July 2011 the corresponding proposed changes at the EU level to replace the amended Capital Requirements Directive (2006/48/EC and 2006/49/EC) with two legislative instruments: a directly applicable European Parliament and Council Regulation establishing the prudential requirements institutions need to respect and a European Council Directive (through an amendment of Directive 2002/87/EC) governing the access to deposit-taking activities (together, "**CRD IV**"). To complement the CRD IV legislative package, on 6 June 2012, the European Commission published a legislative proposal for a directive providing for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms, known as the Recovery and Resolution Directive (the "**RRD**"). The purpose of the draft RRD is to provide authorities with common tools and powers to address banking crises pre-emptively in order to safeguard financial stability and minimise taxpayers' exposure to losses.

The Basel Committee originally contemplated implementation of the Basel III reforms as of 1 January 2013. However, implementation of these reforms in the European Economic Area through CRD IV has been delayed and will be 1 January 2014.

For the foregoing reasons, the SBAB Group may need to obtain additional capital in the future. Such capital may not be available on attractive terms, or at all. SCBC is unable to predict what regulatory requirements may be imposed in the future or accurately estimate the impact that any currently proposed regulatory changes may have on the SBAB Group's business, the products and services that it offers and the values of its assets. For example, if the SBAB Group is required to make additional provisions, increase its reserves or capital, or exit or change certain businesses as a result of the initiatives to strengthen the regulation of banks, this could adversely affect its results of operations or financial condition.

Recovery and resolution framework and financial transaction tax

Discussions are ongoing globally and in the EU concerning (i) recovery and resolution regimes for credit institutions and investment firms, including the possible introduction of so-called "bail-in" capital, and ringfencing of specific activities, as well as the introduction of a single supervisory mechanism and a full banking union in the Eurozone and (ii) financial transaction tax requirements. If implemented, these new requirements and supervision structures may impact existing business models and could adversely affect the SBAB Group's results of operation or financial condition.

EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income, member states are required to provide to the tax authorities of another member state details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other member state or to certain limited types of entities established in that other member state. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

The European Commission has proposed certain amendments to the directive which may, if implemented, amend or broaden the scope of the requirements described above.

If a payment were to be made or collected through a member state which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither SCBC nor any other person would be obliged to pay additional amounts with respect to any Covered Bond as a result of the imposition of such withholding tax. SCBC is required to maintain a paying agent in a member state that is not obliged to withhold or deduct tax pursuant to the directive.

U.S. Foreign Account Tax Compliance Withholding

Sections 1471 through 1474 of the U.S. Internal Revenue Code (“**FATCA**”) impose a new reporting regime and potentially a 30 per cent. withholding tax with respect to certain payments to (i) any non-U.S. financial institution (a “**foreign financial institution**”, or “**FFI**” (as defined by FATCA)) that does not become a “Participating FFI” by entering into an agreement with the U.S. Internal Revenue Service (“**IRS**”) to provide the IRS with certain information in respect of its account holders and investors or is not otherwise exempt from or in deemed compliance with FATCA and (ii) any investor (unless otherwise exempt from FATCA) that does not provide information sufficient to determine whether the investor is a U.S. person or should otherwise be treated as holding a “United States Account” of SCBC (a “**Recalcitrant Holder**”). SCBC may be classified as an FFI.

The new withholding regime will be phased in beginning 1 January 2014 for payments from sources within the United States and will apply to “**foreign passthru payments**” (a term not yet defined) no earlier than 1 January 2017. This withholding would potentially apply to payments in respect of (i) any Covered Bonds characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or after the “**grandfathering date**”, which is the later of (a) 1 January 2014 and (b) the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, or which are materially modified on or after the grandfathering date and (ii) any Covered Bonds characterised as equity or which do not have a fixed term for U.S. federal tax purposes, whenever issued. If Covered Bonds are issued before the grandfathering date, and additional Covered Bonds of the same series are issued on or after that date, the additional Covered Bonds may not be treated as grandfathered, which may have negative consequences for the existing Covered Bonds, including a negative impact on market price.

The United States and a number of other jurisdictions have announced their intention to negotiate intergovernmental agreements to facilitate the implementation of FATCA (each, an “**IGA**”). Pursuant to FATCA and the “Model 1” and “Model 2” IGAs released by the United States, an FFI in an IGA signatory country could be treated as a “Reporting FFI” not subject to withholding under FATCA on any payments it receives. Further, an FFI in a Model 1 IGA jurisdiction would not be required to withhold under FATCA or an IGA (or any law implementing an IGA) (any such withholding being “FATCA Withholding”) from payments it makes (unless it has agreed to do so under the U.S. “qualified intermediary,” “withholding foreign partnership,” or “withholding foreign trust” regimes). The Model 2 IGA leaves open the possibility that a Reporting FFI might in the future be required to withhold as a Participating FFI on foreign passthru payments and payments that it makes to Recalcitrant Holders. Under each Model IGA, a Reporting FFI would still be required to report certain information in respect of its account holders and investors to its home government or to the IRS. The United States and Sweden have announced an intention to enter into an intergovernmental agreement (a “**US-Sweden IGA**”).

If SCBC becomes a Participating FFI under FATCA, SCBC and financial institutions through which payments on the Covered Bonds are made may be required to withhold FATCA Withholding if (i) any FFI through or to which payment on such Covered Bonds is made is not a

Participating FFI, a Reporting FFI, or otherwise exempt from or in deemed compliance with FATCA or (ii) an investor is a Recalcitrant Holder. If an amount in respect of FATCA Withholding were to be deducted or withheld from interest, principal or other payments made in respect of the Covered Bonds, neither SCBC nor any paying agent nor any other person would, pursuant to the General Terms and Conditions, be required to pay additional amounts as a result of the deduction or withholding of such tax. As a result, investors may receive less interest or principal than expected.

FATCA is particularly complex and its application is uncertain at this time. The above description is based in part on regulations, official guidance and model IGAs, all of which are subject to change or may be implemented in a materially different form. Prospective investors should consult their tax advisers on how these rules may apply to SCBC and to payments they may receive in connection with the Covered Bonds.

No gross-up

Under the General Terms and Conditions all payments of principal and interest in respect of the Covered Bonds by SCBC will be made without withholding or deduction for, or on account of, any withholding taxes imposed by the Kingdom of Sweden (or any political subdivision or any authority in the Kingdom of Sweden having power to tax) unless such withholding or deduction is required by law, in which case such withholding or deduction will be made by SCBC.

In the event that any such withholding or deduction is required by law, the General Terms and Conditions do not require SCBC to pay additional amounts in respect of such withholding or deduction.

Change of law and establishment of case law

The General Terms and Conditions and the Final Terms of each Covered Bond Loan are governed by Swedish law, including the Covered Bonds Act and the Rights of Priority Act (1970:979) (Sw. *Förmånsrättslag (1970:979)*) (the “**Rights of Priority Act**”). The Covered Bonds Act is relatively new legislation in Sweden and for this reason there is no available case law. It is uncertain how the Covered Bonds Act will be interpreted and whether changes or amendments will be made to it or appurtenant government ordinances or regulations issued by the FSA which will affect Covered Bonds issued under the Programme.

Non-compliance with matching rules

The Covered Bonds Act contains matching rules which, *inter alia*, require that the nominal value and the present value of the assets registered to the cover pool respectively exceed the nominal value and the present value of liabilities which relates to the Covered Bonds issued from time to time. When conducting each such calculation the effect of any Eligible Swap shall also be taken into account. See “*Summary of the Swedish Legislation Regarding Covered Bonds – Matching requirements*” below for further details.

A breach of the matching requirements prior to SCBC’s bankruptcy in the circumstances where no additional assets are available to SCBC or SCBC lacks the ability to acquire additional assets could result in SCBC being unable to issue further Covered Bonds. If, following SCBC’s bankruptcy, the cover pool ceases to meet the requirements of the Covered Bonds Act (including the matching requirements), and the deviations are not just temporary and minor, the cover pool may no longer be maintained as a unit and the continuous payment under the General Terms and Conditions and derivative contracts will cease.

The holders of Covered Bonds would in such case instead benefit from a priority right in the proceeds of a sale of the assets in the cover pool in accordance with general bankruptcy rules. This could result in the holders of Covered Bonds receiving payment according to a schedule

that is different from that contemplated by the General Terms and Conditions (with accelerations as well as delays) or that the holders of Covered Bonds are not paid in full. However, the holders of Covered Bonds and the Eligible Swap Providers would retain the benefit of the right of priority in the assets comprising the cover pool. Any residual claims of the holders of the Covered Bonds and the Eligible Swap Providers remain valid claims against SCBC, but will rank *pari passu* with other unsecured and unsubordinated creditors of SCBC.

Conflicting interests of other creditors

In the event of SCBC's bankruptcy, the Covered Bonds Act does not give clear guidance on certain issues, which may lead to a conflict between holders of Covered Bonds, Holders of Other Covered Bonds and Eligible Swap Providers on the one hand and other creditors of SCBC on the other hand. Examples of such issues are (a) how proceeds from a loan partly registered to the cover pool should be distributed between the portion of such loan registered to the cover pool and the portion of such loan not registered to the cover pool and (b) how the proceeds of enforcement of a mortgage certificate should be distributed if this serves as collateral for two different loans ranking *pari passu* in the mortgage certificate where one such loan is not wholly or partly registered to the cover pool. The lack of clear guidance on these and similar issues may lead to unsecured creditors arguing that part of the proceeds from a loan and/or mortgage certificates should not be included in the cover pool or to any creditors with loans that rank *pari passu* in a mortgage certificate which also serves as collateral for a loan registered to the cover pool arguing that part of the proceeds from such mortgage certificate should not be included in the cover pool.

When one mortgage certificate serves as collateral for two loans and one of such loans is held by SBAB as creditor and the other loan is registered to the cover pool, SBAB has agreed with SCBC to subordinate its claim to the benefit of SCBC in accordance with the Subordination Agreement. Furthermore, SBAB will represent to SCBC pursuant to the Master Sale Agreement that at the time of the sale of any loans in respect of which the related mortgage certificate also serves as shared security (*Sw. gemensam säkerhet*) for a loan from a party other than SCBC or SBAB that such party has entered into a subordination agreement with SCBC which is substantially the same as the Subordination Agreement and to repurchase the relevant loan if such representation was breached at the time of sale.

Payment of advance dividends post SCBC's bankruptcy

In the event of SCBC's bankruptcy, an administrator-in-bankruptcy could make advance dividend payments to creditors other than holders of Covered Bonds, Holders of Other Covered Bonds and the Eligible Swap Providers. The payment of advanced dividends could result in the holders of Covered Bonds not being paid in a timely manner. It is likely that an administrator-in-bankruptcy would only authorise such advance dividend payments if satisfied that the cover pool contained significantly more assets than necessary to pay amounts owing under Covered Bonds, Holders of Other Covered Bonds and the Eligible Swap Providers before making such payment. Additionally, the SCBC estate would be entitled to have any advance dividend repaid should the cover pool subsequently prove to be insufficient to make payments to the holders of Covered Bonds, Holders of Other Covered Bonds and Eligible Swap Providers as a result of the payment of advance dividends. The right to reclaim advance dividends may also be secured by a bank guarantee or equivalent security pursuant to the Bankruptcy Act (as amended) (*Sw. Konkurslag (1987:672)*).

As SCBC will not conduct any other business than the issuance of Covered Bonds and the entry into derivatives agreements and any ancillary activities related thereto (e.g. purchasing, owning, selling and outsourcing administration of loans and their related security and any substitute assets therefore), it is likely that there would only be a few other creditors (other than SBAB) that could contemplate to request advance dividends from the assets of the cover pool. SBAB

has agreed that all its claims against SCBC (except in relation to claims deriving from any Eligible Swap) shall be subordinated to the claims of the holders of Covered Bonds and the Eligible Swap Providers in case of bankruptcy of SCBC.

Covered Bonds obligations of SCBC

The Covered Bonds are solely obligations of SCBC and will not be obligations of or guaranteed by any other entities. In particular, the Covered Bonds will not be obligations of, and will not be guaranteed by, the Kingdom of Sweden, SBAB, the Arranger, the Dealers, the counterparties to derivatives agreements or any company in the same group of companies as such entities or any other party to the transaction documents relating to the Programme. No liability whatsoever in respect of any failure by SCBC to pay any amount due under the Covered Bonds shall be accepted by any of the Kingdom of Sweden, SBAB, the Arranger, the Dealers, the counterparties to derivatives agreements or any company in the same group of companies as such entities or any other party to the transaction documents relating to the Programme.

Liquidity following bankruptcy

Upon a credit institution's bankruptcy, neither the credit institution nor its bankruptcy estate would have the ability to issue further Covered Bonds. Whilst there can be no assurance as to the actual ability of the bankruptcy estate to raise post-bankruptcy liquidity in other ways, the Covered Bonds Act gives the administrators-in-bankruptcy an explicit and broad mandate to enter into loan, derivative, repo and other transactions on behalf of the bankruptcy estate with a view to attaining matching of cash flows, currencies, interest rates and interest periods between assets in the cover pool, covered bonds and derivative contracts. The administrators-in-bankruptcy may also raise liquidity by selling assets in the cover pool in the market for example. If the bankruptcy estate is not able to raise sufficient liquidity, this could result in an investor not being paid in a timely manner and/or that the Cover Pool ceases to meet the matching requirements under the Covered Bonds Act.

Reliance on Swap Providers

If SCBC fails to make timely payments of amount due or certain other events occur in relation to SCBC under an Eligible Swap and any applicable grace period has expired, then SCBC will have defaulted under such Eligible Swap. If SCBC defaults under an Eligible Swap due to non-payment or otherwise, the relevant Eligible Swap Provider will not be obliged to make further payments under that Eligible Swap and may terminate that Eligible Swap. If an Eligible Swap Provider is not obliged to make payments, or if it exercises any right of termination it may have, or if it defaults in its obligation to make payments under an Eligible Swap or ceases to be an Eligible Swap Provider (as a result of a down-grade or otherwise), SCBC may be exposed to (i) changes in currency exchange rates and in the associated interest rate rates on the currencies and (ii) changes in interest rates. Unless a replacement swap is entered into, SCBC may have insufficient funds to make payments due on the Covered Bonds.

Liquidity risk in the secondary market

Insufficient liquidity in the secondary market for Covered Bonds may have a negative impact on their market value. If the marketplaces concerned are closed, or if temporary restrictions are imposed, it may be difficult or impossible to dispose of an investment in Covered Bonds. Even if a secondary market does develop, its liquidity for the term of the Covered Bond cannot be guaranteed, which may result in an investor in the Covered Bonds being unable to sell its holding at the price sought or unable to sell its holding at all.

Currency exchange rate risk and currency exchange control

SCBC will pay the principal amount and interest of Covered Bonds in the specified currency. This involves certain risks relating to currency conversion if an investor's financial activities are denominated principally in a currency or a currency unit other than the specified currency.

Exchange rate risks occur for SCBC if the present value of assets and liabilities, including derivatives, in foreign currencies do not coincide. However, the risk is limited by the use of currency derivatives agreement and by matching interest rate flow with the maturity of loan and other assets of SCBC.

Interest rate risks

Investments in Covered Bonds with fixed interest rate involves a risk that subsequent changes in market interest rates may adversely affect the value of fixed interest rate Covered Bonds. Investments in Covered Bonds with floating interest rate involve a risk of interest rate changes.

Interest rate risks occur when fixed interest periods or interest bases for assets and liabilities do not coincide. SCBC has entered into, and may enter into additional derivatives agreements to ensure that the risks do not exceed the limit values approved by its board of directors and to ensure that matching is maintained in accordance with the Covered Bonds Act, but there can be no assurance that such derivatives agreements will effectively limit the interest rate risk.

Credit rating may not reflect all risks

Standard & Poor's and Moody's will assign credit ratings to the Programme. There are no guarantees that such ratings reflect the potential impact of all risks related to an investment in Covered Bonds. Accordingly, a credit rating is not a recommendation to buy, sell or hold Covered Bonds and may be revised or withdrawn by the relevant rating agency at any time. For the avoidance of doubt, SCBC does not commit to ensure that any specific rating of the Covered Bond Loans or the Programme will be upheld nor that the rating agencies will remain the same.

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 European Union and registered under the CRA Regulation (and such registration has not been withdrawn or suspended). 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).

Judicial considerations may restrict certain investments

The investment activities of certain investors are subject to rules and regulations and/or review or regulation by certain authorities. Each potential investor should consult its legal advisers or responsible supervisory authority in order to determine whether and to what extent the investor has the opportunity to invest in Covered Bonds.

European Monetary Union (EMU)

In the event that Sweden joins the EMU before the maturity date of a Covered Bond, this could adversely affect investors. If the Euro becomes the legal currency in Sweden, the Covered Bonds denominated in SEK will be paid in Euro. Furthermore, it may become allowed or required by law to convert outstanding Covered Bonds denominated in SEK to Euro and that other measures are taken. A transition to Euro may be followed by an interest rate disturbance which may have an adverse effect on an investment in Covered Bonds denominated in SEK.

Holder's meeting

The General Terms and Conditions contain provisions for calling meetings of holders of Covered Bonds to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders of Covered Bonds including holders of Covered Bonds

who did not attend and vote at the relevant meeting and holders of Covered Bonds who voted in a manner contrary to the majority.

Clearing and settlement

The Covered Bonds will be affiliated to the account based system of Euroclear Sweden (Box 191, SE-101 23 Stockholm, Sweden) or any other clearing organisation as stated in the Final Terms. Clearing and settlement as well as payment of interest and the repayment of principal are carried out within the said system. Investors are therefore dependent on the functionality of Euroclear Sweden's system or other clearing organisation's system.

Modifications

The Dealers and SCBC may agree, without the prior consent or sanction of any of the holders of Covered Bond, to amend the General Terms and Conditions provided that such amendment does not limit SCBC's obligation to effect payments and provided that such amendments in the judgement of the Dealers, are not materially detrimental to the interest of the holders of Covered Bonds.

Covered Bonds issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium to their nominal 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.

OVERVIEW OF SCBC'S PROGRAMME AND METHOD OF ISSUANCE

Introduction

Issuer: SCBC is a credit market company licensed by the FSA to issue covered bonds under the Covered Bonds Act. SCBC is a wholly-owned subsidiary of SBAB, a public limited liability company and joint-stock banking company owned by the Swedish state. The interest of the Swedish state is represented by the Swedish Ministry of Finance. SBAB and SCBC are independent profit making companies regulated by, *inter alia*, the Banking and Financing Business Act and are subject to the supervision of the FSA.

SCBC was incorporated in Sweden on 24 June 2003. Since the incorporation date, SCBC's registered address has been in Stockholm. SCBC's Reg. No. is 556645-9755. Postal address: Box 27308, SE-102 54 Stockholm, Sweden, telephone no. +46 (0)8 614 43 00. Visiting address: Löjtnantsgatan 21, SE-115 50 Stockholm, Sweden.

SBAB, together with Sparbanken Öresund AB (publ) and Sparbanken Syd, own the cooperation company FriSpar Bolån AB.

Arranger: Skandinaviska Enskilda Banken AB (publ).

Dealers: Danske Bank A/S, Danmark, Sverige Filial, Nordea Bank Finland Abp Nykredit Bank A/S Danmark, Sverige Filial, Skandinaviska Enskilda Banken AB (publ), Svenska Handelsbanken AB (publ), and Swedbank AB (publ), or such other Dealers as stated in the relevant Final Terms.

Covered Bond Loan: SCBC will issue Covered Bond Loans in SEK or in Euro. Each Covered Bond Loan is represented by Covered Bonds with a certain denomination or whole multiples thereof as stated in the relevant Final Terms.

The General Terms and Conditions are found in Section "*English Language General Terms and Conditions for Covered Bond Loans*" and Section "*Swedish Language General Terms and Conditions for Covered Bond Loans*" below. In the event of any discrepancies between the English Language General Terms and Conditions for Covered Bond Loans and the Swedish Language General Terms and Conditions for Covered Bond Loans, the Swedish language version will prevail. Final Terms will be prepared for each Covered Bond Loan and will be published by SCBC and submitted to the FSA.

Covered bond: A unilateral promissory note (Sw. *säkerställd obligation*), registered in accordance with the Financial Instrument Accounting

Act (Sw. Lag (1998:1479) om kontoföring av finansiella instrument), issued by SCBC in accordance with the provisions of this Prospectus and provided with a right of priority over SCBC's cover pool in accordance with the Covered Bonds Act.

Expected credit rating: Each Covered Bond Loan is expected to be assigned the credit rating AAA from Standard & Poor's and Aaa from Moody's. Each of Standard & Poor's and Moody's is established in the European Union and is registered under the CRA Regulation. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating organisation.

SCBC's credit ratings do not always reflect the risks associated with individual Covered Bonds under the Programme. A credit rating does not constitute a recommendation to buy or sell or a recommendation to hold the investment. A credit rating may be subject to change, reduction or withdrawal at any time by the relevant rating agency. Credit ratings are a way of evaluating credit risk. For more information regarding the credit rating, visit www.standardpoors.com and www.moodys.com.

Market: The Dealers will indicate purchase, and if possible, sale interest rates on NASDAQ OMX Stockholm AB's SOX list and Bulletin Board and Reporting, in the Reuter System or in any other way regarding fixed interest rate Covered Bond Loans issued in SEK in trading positions of a minimum of SEK 1,000,000.

Loan Amount: Covered Bonds will continuously be sold through the Dealers in accordance with the Final Terms of each Covered Bond Loan. The loan amount of the Covered Bond Loans will be determined once the sale of such Covered Bond Loan has been closed, i.e. on the relevant maturity date of each Covered Bond Loan. The issue proceeds shall be used in the ordinary business operations of SCBC.

Denominations: As stated in the Final Terms of each Covered Bond Loan. Covered Bonds will be issued in such denominations as may be agreed between SCBC and the relevant Dealer save that the minimum denomination of each Covered Bond will be such amount as may be allowed or required from time to time by the relevant central bank, supervisory authority (or equivalent body) or any laws or regulations applicable to the relevant currency, and save that the minimum denomination of each Covered Bond admitted to trading on a regulated market within the European Economic Area or offered to the public in a member state of the European Economic Area in circumstances which would otherwise require the publication of a prospectus under the Prospectus Directive will be at least EUR 100,000 (or, if the Covered Bonds are denominated in SEK, the equivalent amount in SEK at the time of issue).

| | |
|---|--|
| Currency: | As stated in the Final Terms of each Covered Bond Loan. |
| Interest Rate: | As stated in the Final Terms of each Covered Bond Loan. Each Covered Bond Loan will have a fixed or floating interest rate. |
| Interest Payment Date: | As stated in the Final Terms of each Covered Bond Loan. |
| Maturity Date: | As stated in the Final Terms of each Covered Bond Loan. |
| Registration, clearing and settlement: | Covered Bonds will be registered in the account based system of Euroclear Sweden or other clearing organisation. Clearing and settlement is executed in the system of Euroclear Sweden or other clearing organisation upon trading. Bearer notes representing the Covered Bonds will not be issued. |
| Listing: | Unless otherwise stated in the relevant Final Terms, an application for the listing of each Covered Bond Loan will be submitted to NASDAQ OMX Stockholm AB. |
| Preliminary withholding-tax: | Euroclear Sweden deducts withholding-tax, presently 30 per cent., on interest paid to private individuals resident in Sweden as well as to Swedish estates of inheritance. |
| Status: | Covered Bonds will have the status of covered bonds according to the Covered Bonds Act and will be provided with the rights of priority (alongside Eligible Swaps) according to the Rights of Priority Act. All Covered Bonds issued from time to time will rank <i>pari passu</i> with each other in all respects and will rank <i>pari passu</i> with the covered bonds issued under the Covered EMTN Programme, the covered bonds issued under the Australian Covered Bond Programme and with any other covered bonds which may be issued by SCBC in accordance with the Covered Bonds Act. |
| Covenant: | Under the General Terms and Conditions, SCBC has undertaken, as long as any Covered Bonds remain outstanding, to limit its operations to the issuance of covered bonds, entering into of derivatives agreements and ancillary activities related thereto. |
| Overcollateralisation: | SCBC will ensure that the nominal value of the assets in the cover pool at all times exceeds the outstanding nominal value of the claims that can be made under the Covered Bonds (taking into account any derivatives agreements) by at least 2 per cent. |
| Selling Restrictions: | The distribution of this Prospectus and the sale of Covered Bonds may be restricted by law in certain countries. Therefore, holders of this Prospectus and/or of Covered Bonds must inform themselves about any restrictions and comply with such restrictions. |

Description of the Programme

A Covered Bond is a unilateral dematerialised promissory note issued by SCBC to finance its lending, which can be purchased and sold during its term. The Programme constitutes a framework under which SCBC has the opportunity to continuously issue Covered Bond Loans in SEK or Euro with different maturities. In addition to the Programme, SCBC has established the Covered EMTN Programme and the Australian Covered Bond Programme and may from time to time establish other covered bond programmes or issue covered bonds on a stand-alone basis.

The decision to establish the Programme was made by SCBC's board of directors on 31 March 2006. Decisions to raise Covered Bond Loans are made by persons who are authorised by the board of directors, or such person(s) authorised by them, to sign for SCBC. An agreement regarding the Programme was entered into with the Dealers on 15 May 2006. Covered Bond Loans are raised by issuance of Covered Bonds in minimum denominations of EUR 100,000 or its SEK equivalent. Each Covered Bond Loan is normally represented by bonds in whole multiples as determined in the Final Terms. Covered Bonds issued according to this Prospectus are either fixed interest rate or floating interest rate bonds with a predetermined term. Interest is paid annually to holders of Covered Bonds with fixed interest rate and at the time stated in the Final Terms to holders of Covered Bonds with floating interest rate. The General Terms and Conditions are included in this Prospectus (see Section "*English Language General Terms and Conditions for Covered Bond Loans*" and Section "*Swedish Language General Terms and Conditions for Covered Bond Loans*"). For each Covered Bond Loan, Final Terms will be prepared which, together with the General Terms and Conditions, constitute the complete set of terms and conditions for each Covered Bond Loan. The loan amount will be determined once the sale of each Covered Bond Loan is closed, i.e. on the relevant maturity date of each Covered Bond Loan. Final Terms in respect of Covered Bond Loans that are offered to the public or otherwise admitted to trading on a regulated market will be filed with the FSA as soon as practicable, if possible in advance of the beginning of the offer and at the latest prior to the admission to trading. Such Final Terms will be published on SCBC's website at www.sbab.se.

SCBC normally does not manage the selling of Covered Bonds itself, but may from time to time issue Covered Bonds to SBAB or to other companies. Purchases and sales are made through the Dealers that have, according to an agreement with SCBC and subject to certain conditions, undertaken to offer Covered Bond Loans on the financial market, to actively promote trade of Covered Bonds on the secondary market and to, if possible, continuously report purchase- and sale interest rates of the Covered Bonds.

Method of Issuance

During the term of Covered Bond Loans, SCBC can continuously issue Covered Bonds in accordance with the General Terms and Conditions and Final Terms for each Covered Bond Loan. Usually, the Covered Bond Loans have a set denomination but do not have a set aggregate nominal loan amount. The denomination is specified in the Final Terms for each Covered Bond Loan and, during the term of such Covered Bond Loan, SCBC is entitled to continuously issue Covered Bonds in the denominations and under the conditions set for each loan ("**Tap Issuances**") without limitation as regards the aggregate nominal amount of all Covered Bonds outstanding from time to time, provided however that the nominal value of the assets in the cover pool at all times exceeds such aggregate nominal amount. Tap Issuances of Covered Bonds can generally be made until the maturity date of the relevant Covered Bond Loans.

Covered Bonds issued under Tap Issuances are in every respect equal to Covered Bonds already issued under the relevant Covered Bond Loan. Consequently, an investor will on the following interest payment date have the same right to payment of interest as the other investors in the relevant Covered Bonds. Therefore, no Final Terms are separately prepared for the Tap Issuances made after the first issue date. The fact that a Covered Bond is outstanding for only a part of an interest period is reflected in the price.

Pricing

The price of Covered Bonds is indicated in the form of an effective annual interest rate directed by the current market interest rate. As the nominal amount of Covered Bonds and the forthcoming interest payments are discounted to the current market interest rate, Covered Bonds issued by way of Tap Issuances are often issued at a premium or at a discount. In addition, if a Tap Issuance of a Covered Bond is made during an interest period, the investor's right to payment of interest on the following interest payment date although such Covered Bond will only be outstanding for part of that interest period will be reflected in the price of such Covered Bond. Information on current prices is available via Reuters, Bloomberg and the website of NASDAQ OMX Stockholm AB, www.nasdaqomxnordic.com.

General Terms and Conditions and Final Terms

For the purpose of this Prospectus, the English Language General Terms and Conditions for Covered Bond Loans and the English language translation of the form of Final Terms are incorporated in this Prospectus for the readers' convenience only. The Swedish Language General Terms and Conditions for Covered Bond Loans and the relevant Final Terms constitute the binding terms and conditions in respect of each Cover Bond. Hence, in the event of any discrepancies between the Swedish Language General Terms and Conditions for Covered Bond Loans and the relevant Final Terms vis-à-vis the English Language General Terms and Conditions for Covered Bond Loans and the relevant English language translation of the Final Terms, the Swedish language versions will prevail. Swedish language Final Terms will be produced in respect of each Covered Bond Loan, but SCBC may choose not to provide an English language translation of the Final Terms.

Prescription

The right to receive payment of the nominal amount shall be statute-barred and become void ten (10) years from the relevant maturity date and the right to receive payment of interest shall be statute-barred and become void three (3) years from the relevant due date for payment. SCBC is entitled to any funds set aside for payments that have become statute-barred.

Limited description of the portfolio

The assets comprising the cover pool will change from time to time. SCBC makes portfolio information available to investors on a monthly basis. Such information will be available on SCBC's website at www.sbab.se.

Governing Law

Each Covered Bond Loan will be governed by and construed in accordance with Swedish law.

ENGLISH LANGUAGE GENERAL TERMS AND CONDITIONS FOR COVERED BOND LOANS

Set out below is a translation of the General Terms and Conditions for Covered Bond Loans that may be issued by SCBC following the date of this Prospectus. In the event of any discrepancies between the English Language General Terms and Conditions for Covered Bond Loans and the Swedish Language General Terms and Conditions for Covered Bond Loans, the Swedish language version will prevail.

General Terms and Conditions

The following general terms and conditions ("General Terms and Conditions") apply for the Covered Bond Loans that AB Sveriges Säkerställda Obligationer (publ), with the parallel trade name The Swedish Covered Bonds Corporation, (Reg. No. 556645-9755) ("SCBC"), issues in the capital market under an agreement with the Dealers referred to below. For each Covered Bond Loan, final terms and conditions ("Final Terms") are established that include supplementary terms and conditions, which together with these General Terms and Conditions constitute the complete terms and conditions for the relevant Covered Bond Loan. Any reference made to "these terms and conditions" shall thus in regard to a certain Covered Bond Loan be construed to include the provisions in the Final Terms. Final Terms for Covered Bond Loans that are offered to the public will be published on SCBC's website (www.sbab.se) and be made available at SCBC.

§ 1 Definitions

In these terms and conditions the following expressions shall have the meaning ascribed to them below.

Banking Day a day which is not a Sunday or other public holiday in Sweden or which is not treated as a public holiday for the purpose of payment of promissory notes;

Dealers¹ Danske Bank A/S, Danmark, Sverige Filial,

Nordea Bank Finland Abp, Nykredit Bank A/S Danmark, Sverige Filial, Skandinaviska Enskilda Banken AB (publ), Svenska Handelsbanken AB (publ) and Swedbank AB (publ) (together "the Dealers" or, when referred to individually, "the Dealer") or other such dealer as specified being a dealer in the Final Terms;

EURIBOR

the interest rate (1) listed at 11.00 a.m. on the day in question on Reuters at Telerate page 248 (or through other such systems or on other such pages that replaces the system and page mentioned) or - if such quotation does not exist – (2) at the mentioned time, according to information released by the Dealers, equivalent to (a) the mean of the European Reference

¹ ABN Amro Bank N.V. terminated its appointment as Dealer by way of a notice dated 15 July 2008. Föreningssparbanken AB changed its company name to Swedbank AB on 8 September 2006. By way of an amendment agreement dated 3 December 2010 the appointment of Nordea Bank Danmark A/S as Dealer was terminated and by way of the same agreement Nordea Bank Finland Abp was appointed as Dealer. By way of an amendment agreement dated 21 November 2011 Nykredit Bank A/S Danmark, Sverige Filial was appointed as Dealer. Pareto Öhman AB (previous company name E Öhman J:or Fondkommission AB) terminated its appointment as Dealer by way of an agreement dated 31 May 2013.

banks quoted interest rates to leading commercial banks in Europe for deposits of EUR 10,000,000 for the period in question or – if only one or no such quotation is given – (b) the Dealers' assessment of the interest rate offered by leading commercial banks in Europe for lending of EUR 10,000,000 for the period in question on the inter-bank market in Europe;

Euroclear Sweden²

Euroclear Sweden AB, Reg. No. 556112-8074;

European Reference Banks

four larger commercial banks that quotes EURIBOR at the time in question and that are appointed by the Dealers;

EUR

euro;

Holder

institution or person recorded on a VP-account as creditor or otherwise as being entitled to receive payment under a Covered Bond;

Arranger

Skandinaviska Enskilda Banken AB (publ);

Adjusted Loan Amount

the total nominal amount of outstanding Covered Bonds deducted by Covered Bonds held by SCBC or other Holder in the SBAB group;

Account Operator

a bank or other institution licensed under Financial Instrument Act (1998:1479) and with whom a Holder has opened a VP-account concerning a Covered Bond;

Issue Date

the date specified in the Final Terms;

Interest Base

for loans with floating interest rate (FRN), the interest base margin (STIBOR or EURIBOR) stated in the Final Terms;

Margin

for loans with floating interest rate (FRN), the interest base margin specified in the Final Terms;

Interest Determination Date

for loans with floating interest rate (FRN), the date specified in the Final Terms;

Interest Payment Date

the date specified in the Final Terms;

Interest Rate

for loans with fixed interest rate, the interest rate specified in the Final Terms;

Interest Period

the period specified in the Final Terms;

SEK

Swedish kronor;

STIBOR

the interest rate (1) listed at 11.00 a.m. on the day in question on the Reuters page "SIOR" (or through other such systems or on other such pages that replaces the

² VPC AB changed its company name to Euroclear Sweden AB on 2 February 2009.

system and page mentioned) or - if such quotation does not exist - (2) at the mentioned time equivalent to (a) the mean of the reference banks quoted interest rates for deposits in SEK for the period in question on the Stockholm inter-bank market - or - if only one or no such quotation is given - (b) the Dealers' assessment of the interest rate offered by Swedish commercial banks for lending in SEK for the period in question on the inter-bank market Stockholm;

Covered Bond a unilateral promissory note which is registered in accordance with the Financial Instrument Act (1998:1479) and issued by SCBC in accordance with these terms and conditions and coupled with rights of priority in SCBC's covered pool pursuant to the Swedish Covered Bonds Act (2003:1223);

VP-account a securities account under the Financial Instrument Act (1998:1479) in which the relevant Holder's Covered Bond holding is registered;

Maturity Date the date specified in the Final Terms.

§ 2 Loan Amount, Denomination and Payment Commitment

The principal amount will be determined when the sale of the Covered Bonds has been completed and shall be represented by Covered Bonds in the denomination in SEK

or EUR specified in the Final Terms or in whole multiples thereof.

SCBC undertakes to repay the principal and to pay interest in accordance with these terms and conditions.

§ 3 Interest

In the Final Terms the relevant interest mechanism is stated in accordance with one of the following alternatives;

- (a) **Fixed interest**
The loan accrues interest according to the Interest Rate from the Issue Date to and including the Maturity Date. Interest is paid in arrear on each Interest Payment Date and is calculated on a 360/360 basis.
- (b) **FRN (Floating Rate Notes)**
The loan accrues interest from the Issue Date to and including the Maturity Date. The Interest Rate for each Interest Period is calculated by SCBC on the relevant Interest Determination Date and consists of the Interest Base and the Interest Base Margin for the same period.

If the Interest Rate, following such obstacle as referred to in 14 § first paragraph cannot be established, the loan shall accrue interest in accordance with the Interest Rate applicable for the current Interest Period. As soon as such obstacle has ceased SCBC shall calculate a new interest rate, to apply from the Banking Day following the day of the calculation and until the end of the current Interest Period.

Interest is paid in arrears on each Interest Payment Date and is calculated on the actual number of days/360 for each Interest Period or according to such other basis of calculation as is applicable to the relevant Interest Base.

§ 4 Registration of Covered Bonds

Covered Bonds shall be registered in a VP-account on behalf of the Holder, and accordingly bearer notes representing the Covered Bonds will not be issued.

A request concerning the registration of Covered Bond shall be made to the Account Operator.

Any person who acquires the right to receive payment under a Covered Bond through a mandate, a pledge, regulations in the Code on Parents and Children (*Sw. Föräldrabalken*), conditions in a will or deed of gift or in some other way shall register his right to payment.

§ 5 Repayment of the Loan and Payment of Interest

The loan falls due on the Maturity Date.

Repayment of principal and interest shall be made to the person who is Holder on the fifth Banking Day prior to the Maturity Date or on a Banking Day closer to the relevant Maturity Date which may generally apply as regards the Swedish Bond market practice ("Record Date").

Where the Holder has arranged for an Account Operator to record that the principal and interest is to be credited to a particular bank account, the payments will be made through Euroclear Sweden on the relevant due dates. If no such instructions have been given, Euroclear Sweden will send the amount on such dates to the Holder at the address registered on the Record Date with Euroclear Sweden. If the due date falls on a day which is not a Banking Day, the amount will be credited to an account or made available to the payee on the next following Banking Day. However, Interest in this regard is only paid up to and including the Interest Payment Date for loans with fixed interest rate. Should the Interest Payment Date for loans with floating interest rate (FRN) occur on a day that is not a Banking Day, the Interest Payment Date shall be on the next following Banking Day, provided that such Banking Day does not occur in a new month in which case the Interest Payment Date shall be the first preceding Banking Day instead.

If Euroclear Sweden is unable to pay the amount in the manner stated above as a result of some delay on the part of SCBC or because of some other obstacle, then, as soon as the obstacle has been removed, the amount shall be paid by Euroclear Sweden

to the person registered as Holder on the Record Date.

If SCBC is unable to carry out its obligations to pay through Euroclear Sweden in the manner stated above due to obstacles for Euroclear Sweden as stated in § 14 first paragraph, SCBC shall have a right to postpone the obligation to pay until the obstacle has been removed. In such case, interest will be paid in accordance with § 6 second paragraph.

In the event that the person to whom the amount was paid in the manner stated above was not entitled to receive it, SCBC and Euroclear Sweden shall nevertheless be regarded as having fulfilled their obligations. However, this does not apply if SCBC or Euroclear Sweden was aware that the person to whom the amount was paid was not entitled to receive it or if SCBC or Euroclear Sweden neglected to show the necessary care given the circumstances.

§ 6 Penalty Interest

In the event of delay in payment relating to principal and/or interest, penalty interest shall be paid on the amount due from the maturity date up to and including the day on which payment is made, according to an interest rate which corresponds to one week's STIBOR or EURIBOR (according to what is stated in the Final Terms) applicable on the first Banking Day in each calendar week during the course of delay plus two percentage points. However, penalty interest according to this paragraph may never be lower than the Interest Rate plus two percentage points, or regarding loans with floating interest rate (FRN), an interest rate set in accordance with § 3 first paragraph section b) above plus two percentage points. Penalty interest is not added to the principal amount.

If, however, the delay is solely due to an obstacle of the kind set out in § 14 first paragraph on the part of the Dealers and Euroclear Sweden, penalty interest shall not be paid at a higher rate than the Interest Rate, or regarding loans with floating interest rate (FRN) an interest rate set in accordance with § 3 first paragraph section b) above.

§ 7 Covenant

So long as any Covered Bond remains outstanding, SCBC shall not engage in any activity except for the issuance of covered bonds, entering into derivatives agreements and ancillary activities reasonably related thereto such as the purchasing, owning, selling and managing loans and their related security and any other substitute assets.

§ 8 Period of Limitation

The right to repayment of principal shall lapse when ten years have passed from the Maturity Date. The right to interest payments will be limited to three years after the relevant Interest Payment Date. The funds set aside and barred by the above limitation period shall revert to SCBC.

If a limitation break occurs, a new limitation period of ten years for the repayment of principal and three years for the payment of interest shall run, calculated in both cases from the date that is evident from the regulations in the Limitations Act (1981:130) regarding the effects of limitation breaks.

§ 9 Notices

Notices concerning this loan shall be sent to Holders through Euroclear Sweden.

§ 10 Amendments

The Dealers may enter into agreements with SCBC on the amendment of these loan conditions, provided that such amendment does not limit SCBC's obligations to effect payments, or provided that such amendment in the judgment of the Dealers, is not materially detrimental to the interests of the Holders.

Changes to these terms and conditions may otherwise be made by decision in accordance with § 11.

Notice of agreements on the amendment of the loan terms and conditions shall be given without delay. Notice shall be given in accordance with § 9.

§11 Holders' Meeting

The Dealers may, and shall following a written request from SCBC or the Holders that on the date of the notice represent more

than one tenth of the Adjusted Loan Amount send out a notice to attend a holders' meeting (Holders' Meeting). The notice shall be sent to SCBC and the Holders no later than 10 days in advance and in accordance with § 9.

The notice to attend the Holders' Meeting shall state the time and place of the meeting and the issues that will be dealt with and - when applicable - decided upon and, when needed, a brief description of the nature of the matters and the decision-making process. No other matters may be decided upon at the Holders' Meeting than those that have been included in the notice. The notice shall include a reminder that nominee-registered Covered Bonds require registration of voting rights to enable the holder to exercise his voting rights at the meeting.

The meeting shall be initiated by the appointment of a chairman. The Arranger shall appoint the chairman unless the Holders' Meeting decides differently.

Board members, the chief executive officer and other high officials of SCBC as well as SCBC's auditors and legal counsels have the right to participate at the Holders' Meeting in addition to the Holders and their representatives and counsels.

A transcript of the register of holders that is kept by Euroclear Sweden shall be held available at the meeting. The chairman shall compile a list of present Holders with voting rights that includes information on the share of the Adjusted Loan Amount that each Holder represents ("voting list"). The voting list shall be approved by the Holders' Meeting. Only those who on the fifth Banking Day prior to the Holders' Meeting, were Holders and held legal title to a Covered Bond included in the Adjusted Loan Amount, the representatives for such Holders as the case may be, has a voting right and shall be included in the voting list.

The chairman shall ensure that minutes are kept at the Holders' Meeting. The minutes shall include notes as to the participants, the issues dealt with, the results from voting, and the decisions that were made. The voting list shall be included or appended to the minutes. The minutes shall be signed by the chairman and at least

one person appointed at the Holders' Meeting to approve the minutes and shall thereafter be delivered to the Arranger. The minutes shall be made available at Euroclear Sweden no later than seven Banking Days after the Holders' Meeting. New or revised General Terms and Conditions shall be appended to the minutes and sent to Euroclear Sweden by the Arranger or by any party appointed by the Arranger. The minutes shall be kept by the Arranger.

The quorum at any Holders' Meeting is presence of Holders representing at least one fifth of the Adjusted Loan Amount.

Notwithstanding the above, the following kinds of matters require at least half of the Adjusted Loan Amount to be present at the Holders' Meeting ("Extraordinary Decision"):

- (a) approval of agreement with SCBC or other party regarding change of Maturity Date, decrease of loan amount, change of specified currency for the Covered Bond Loan (unless required by law) and an amendment of the Interest Payment Date or other conditions regarding interest;
- (b) approval of change of debtor; and
- (c) approval of change to this § 11.

If the Holders' Meeting is convened on the request of Holders and the share of the Adjusted Loan Amount necessary for the quorum requirement is not achieved within fifteen (15) minutes from the stated time for the Holders' Meeting, the meeting shall be adjourned until the same weekday the following week (or – should that day not be a Banking Day – the following Banking Day after that). When an adjourned Holders' Meeting is reopened, the quorum of the meeting is, including Extraordinary Decisions, presence by any of the Holders with a voting right (regardless of the size of the holding of Covered Bonds).

A decision at the Holders' Meeting is made by voting at the request of a Holder. Every Holder with voting rights shall in case of voting have one vote for either every SEK ten thousand (10,000), or every EUR thousand (1,000) should the Covered Bond Loan be denominated in EUR, of the total nominal amount of Covered Bonds held by the Holder. The chairman at the Holders' Meeting shall have the casting vote if the number of votes is equal.

An Extraordinary Decision is valid only if it has been supported by Holders holding at least nine tenths of the total nominal amount of Covered Bonds held by Holders with voting rights and present at the Holders' Meeting. For all other decisions, a valid decision requires at least half of the votes cast.

A decision made at a duly convened and performed Holders' Meeting is binding on all Holders regardless of their presence at, and regardless of whether or not they voted at, the Holders' Meeting. Holders that have supported a decision at the Holders' Meeting shall not be held liable for any damage such decision may inflict on another Holder.

All costs incurred by the Arranger, Euroclear Sweden and the Dealers in connection with Holders' Meetings shall be paid by SCBC.

§ 12 Stock Exchange Listing

SCBC shall apply to list the loan at NASDAQ OMX Stockholm AB³. As long as a loan amount is outstanding, but not beyond the Maturity Date, SCBC shall take such measures that may be required to maintain the listing at NASDAQ OMX Stockholm AB or any other Swedish exchange or authorised exchange supervised by a competent authority in a country within the EEA, if such amendment of listing, in the judgment of the Dealers, is not materially detrimental to the interests of the Holders. Notification of change of listing will be made in accordance with § 9.

³ Stockholmsbörsen AB changed its company name to OMX Nordic Exchange Stockholm AB on 19 June 2007 and thereafter to NASDAQ OMX Stockholm AB on 21 November 2008.

§ 13 Registration in Nominee Name

For Covered Bonds registered in nominee name under the Financial Instrument Act (1998:1479) the nominee shall be regarded as the Holder in applying these terms and conditions.

§ 14 Force Majeure

With regard to the obligations imposed on the Dealers and Euroclear Sweden respectively – and in the case of Euroclear Sweden taking into account the provisions of the Financial Instrument Act (1998:1479) – the Dealers and Euroclear Sweden cannot be held liable for damages arising from Swedish or foreign legislation, actions by Swedish or foreign public authorities, declared or imminent war, strike, blockade, boycott and lockout, or similar circumstances. This applies even if the party concerned itself initiates or is subject to such industrial action.

Damages in other cases shall not be indemnified by the Dealers if the party concerned has been pre-cautious to a normal

extent. Indirect damage is never compensated.

Should the Dealers, SCBC or Euroclear Sweden not be able to fulfill their obligations under these terms and conditions because of any of the events stated in the first paragraph, the fulfillment of the obligations may be postponed until the obstacle has been removed.

§ 15 Governing Law, etc.

These Bonds shall be governed by and construed in accordance with Swedish law. Disputes shall, in the first instance, be settled by the District Court of Stockholm.

Stockholm on the 15th of May 2006

AB SVERIGES SÄKERSTÄLLDA
OBLIGATIONER (publ)
THE SWEDISH COVERED BOND
CORPORATION

ENGLISH LANGUAGE FORM OF FINAL TERMS

Set out below is a translation of the form of Final Terms for Covered Bond Loans that SCBC may issue after the date of this Prospectus. In the event of any discrepancies between the English language translation of the Final Terms and the Swedish language version of the Final Terms, the Swedish language version will prevail.

Final Terms

The following are the final terms and conditions (“Final Terms”) of the Covered Bond Loan [*insert interest rate and maturity date*] – Loan No. [●], (the “Loan”) that AB Sveriges Sakerstallda Obligationer (publ), with the parallel trade name The Swedish Covered Bond Corporation, (Reg. No. 556645-9755) (“SCBC”), issues in the capital market in accordance with an agreement with the below mentioned Dealer(s).

The Loan shall be subject to the General Terms and Conditions dated 15 May 2006 as evident from SCBC's Base Prospectus regarding programme for continuous issuance of Covered Bond Loans, dated [●] 2013 (the “Prospectus”) [as supplemented on [●]], including the supplementary Final Terms set out below. Words and expressions not defined in the Final Terms shall have meaning as set out in the General Terms and Conditions.

This document constitutes the final terms for the purposes of Article 5.4 of Directive 2003/71/EC as amended (the “Prospectus Directive”) and must be read in conjunction with the Prospectus [as supplemented]. Full information on SCBC and the offer of the Loan is only available on the basis of the combination of these Final Terms, the Prospectus [as supplemented] and any documents incorporated therein by reference. These documents are available via www.sbab.se.

Terms and Conditions for Covered Bond Loans (with fixed or floating interest rate)

Loan No.: [●]

ISIN-code: [●]

Euroclear No.: [●]

Issue Date: [●]

Interest Commencement Date: [●]

Loan Amount: The loan amount shall be determined when the sale of Covered Bonds is closed. The loan amount shall be used in SCBC's ordinary business operations.

Denominations: [SEK [●] or whole multiples thereof] [EUR [●] or whole multiples thereof.]

Currency: [SEK] [EUR]

Maturity Date: [●]

Amortisation: Not applicable

Period of Limitation: In accordance with § 8 of the General Terms and Conditions.

| | |
|--|--|
| Provisions relating to payment of interest: | In accordance with § 5 of the General Terms and Conditions. |
| Clearing: | [Euroclear Sweden AB] [Euroclear Bank S.A/N.V.] [<i>Specify other clearing organisation</i>] |
| Interest Basis: | [Fixed interest] [FRN] |
| Day Count Fraction:: | [360/360] [actual number of days/360] |
| Dealers: | [<i>Relevant Dealer(s), name and address. The Dealer(s) are not necessarily evident from the General Terms and Conditions since Dealer(s) may be separately involved for a specific Covered Bond Loan.</i>] |
| Additional Selling Restrictions: | [Specify details/Not applicable] |
| Redemption Basis: | Each Covered Bond is redeemed at par (i.e. at an amount equal to its nominal amount) |
| Listing: | [NASDAQ OMX Stockholm AB] [<i>Specify other stock market</i>] |
| The earliest date on which the Covered Bonds will be admitted to trading: | [Specify details/Not applicable] |
| An estimate of the total expenses related to the admission to trading: | [Specify details/Not applicable] |
| Advisors mentioned in the Final Terms: | [Specify details/Not applicable] [<i>If advisors are mentioned, a statement of the capacity in which the advisors have acted shall be included</i>] |
| Name and address of any paying agents and depository agents: | [Specify details/Not applicable] |
| Rights: | A unilateral promissory note which is registered in accordance with the Financial Instrument Act (1998:1479) and issued by SCBC in accordance with these terms and conditions and coupled with rights of priority in SCBC's covered pool pursuant to the Swedish Covered Bonds Act (2003:1223). |
| Representation of Holders: | For anyone other than the Holder to be able to exercise the Holder's rights regarding the Loan or vote at a Holders' Meeting, this person has to present a power of attorney or other authorisation document issued by the Holder or a chain of such documents leading back to the Holder. A Holder can authorise one or several persons to represent itself regarding all or certain Covered Bonds held by the Holder. Each person authorised accordingly may act independently and delegate its right to represent the Holder. |

The type and the class of Loan: In accordance with § 4 of the General Terms and Conditions.

Total number of Covered Bonds admitted to trading: Will be determined when the sale of Covered Bonds is closed.

Additional Terms and Conditions for Covered Bond Loans with fixed interest rate

[Not Applicable] *[If not applicable, delete the remaining sub-paragraphs of this paragraph]*

Interest rate: [[●]% annual rate]

Interest Payment Date(s): [●] (subject to § 5 Section 3 of the General Terms and Conditions)

Additional Terms and Conditions for Covered Bond Loans with floating interest rate

[Not Applicable] *[If not applicable, delete the remaining sub-paragraphs of this paragraph]*

Interest Base: [●] month(s) [STIBOR] [EURIBOR]

Interest Base Margin: [+/-][●] %

Interest Determination Date: [Two] Banking Days prior to the first day of each Interest Period, beginning on [●]

Interest Period: The first Interest Period runs from [●] to and including [●], and thereafter from one Interest Payment Date to and including the next Interest Payment Date

Interest Payment Date(s): [●] (subject to § 5 Section 3 of the General Terms and Conditions)

Underlying instrument on which the interest is based and method used to relate these factors, any market disruption or settlement disruption events that affect the underlying instrument, adjustment rules with relation to events concerning the underlying instrument, name of the calculation agent: [Not applicable]

Other information

Credit rating: [●]

Resolutions as basis for the issuance: [Specify details/Not applicable]

Interests

[Specify details/Not applicable]

[If applicable, describe interests of individuals and legal entities involved in the issuance as well as a record of all interests and possible conflicts of interests of importance to the issuance together with records of those involved and the nature of the interest.]

Information from third parties:

[Information in these Final Terms originating from third parties has been reproduced accurately and, as far as the Company knows and can ascertain based on comparisons with other information published by relevant third parties, no information has been omitted in a way that may lead to the reproduced information being incorrect or misleading. The sources for such information are [•]./ Not applicable]

SCBC hereby confirms that the above mentioned Final Terms are applicable to Covered Bond Loan [*insert interest rate and maturity date*] – Loan No. [•] together with the General Terms and Conditions and undertakes to repay the loan and to pay interest in accordance therewith. SCBC confirms that any material event after the date of this Prospectus that could affect the market's assessment of SCBC has been made public.

Stockholm on [•]

AB SVERIGES SÄKERSTÄLLDA OBLIGATIONER (publ)
THE SWEDISH COVERED BOND CORPORATION

SWEDISH LANGUAGE GENERAL TERMS AND CONDITIONS FOR COVERED BOND LOANS

Nedan återges Allmänna Villkor för Säkerställda Obligationslån som kan komma att ges ut av SCBC efter datumet för detta Prospekt.

Allmänna villkor

Följande allmänna villkor ("Allmänna Villkor") gäller för Säkerställda Obligationslån som AB Sveriges Säkerställda Obligationer (publ), med parallellfirma The Swedish Covered Bond Corporation, (org. nr. 556645-9755) ("SCBC") emitterar på kapitalmarknaden enligt avtal med nedan angivna Emissionsinstitut. För varje Säkerställt Obligationslån upprättas slutliga villkor ("Slutliga Villkor"), innehållande kompletterande lånevillkor, vilka tillsammans med dessa Allmänna Villkor utgör fullständiga villkor för det Säkerställda Obligationslånet. Referenser till "dessa villkor" skall således med avseende på visst Säkerställt Obligationslån anses inkludera bestämmelserna i aktuella Slutliga Villkor. Slutliga Villkor för Säkerställda Obligationslån som erbjuds allmänheten kommer att offentliggöras på SCBC:s hemsida (www.sbab.se.) samt finnas tillgängliga hos SCBC.

§ 1 Definitioner

I föreliggande villkor skall följande benämningar ha den innebörd som anges nedan.

Bankdag dag som inte är söndag eller i Sverige annan allmän helgdag eller som beträffande betalning av skuldebrev inte är likställd med allmän helgdag;

Emissionsinstitut⁴ Danske Bank A/S, Danmark, Sverige Filial, Nordea Bank Finland Abp, Nykredit Bank A/S Danmark, Sverige Filial, Skandinaviska Enskilda Banken AB (publ), Svenska Handelsbanken AB (publ) och Swedbank

⁴ ABN Amro Bank N.V. begärde utträde som Emissionsinstitut den 15 juli 2008. Föreningssparbanken AB ändrade sin firma till Swedbank AB den 8 september 2006. Genom tilläggsavtal den 3 december 2010 utträdde Nordea Bank Danmark A/S som Emissionsinstitut och vid samma tillfälle tillträdde Nordea Bank Finland Abp som Emissionsinstitut. Genom tilläggsavtal den 21 november 2011 tillträdde Nykredit Bank A/S Danmark, Sverige Filial som Emissionsinstitut. Pareto Öhman AB (tidigare firma E Öhman J:or Fondkommission AB) utträdde som Emissionsinstitut den 31 maj 2013.

AB (publ) (gemensamt kallade "Emissionsinstitut", ett av dem "Emissionsinstitut") eller sådant annat emissionsinstitut som anges så som utgivande institut i Slutliga Villkor;

EURIBOR den räntesats som (1) kl 11.00 aktuell dag publiceras på Reuters på Telerate sida 248 (eller genom sådant annat system eller sådan annan sida som ersätter nämnda system respektive sida) eller – om sådan notering ej finns - (2) vid nyss nämnda tidpunkt enligt besked från Emissionsinstitutens motsvarar (a) genomsnittet av Europeiska Referensbankers kvoterade räntor till ledande affärsbanker i Europa för depositioner av EUR 10.000.000 för aktuell period eller – om endast en eller ingen sådan kvotering ges – (b) Emissionsinstitutens bedömning av den ränta ledande affärsbanker i

| | | |
|-------------------------------------|--|---|
| | Europa erbjuder för utlåning av EUR 10.000.000 för aktuell period på interbankmarknaden i Europa; | finansiella instrument och hos vilken Fordringshavare öppnat VP-konto avseende Säkerställd Obligation; |
| Euroclear Sweden⁵ | Euroclear Sweden AB, org nr 556112-8074; | Lånedatum det datum som anges i Slutliga Villkor; |
| Europeiska Referensbanker | fyra större affärsbanker som vid aktuell tidpunkt kvoterar EURIBOR och som utses av Emissionsinstitutet; | Räntebas för lån som löper med rörlig ränta (FRN), den räntebas (STIBOR eller EURIBOR) som anges i Slutliga Villkor; |
| EUR | euro; | Räntebas-marginal för lån som löper med rörlig ränta (FRN), den räntebas marginal som anges i Slutliga Villkor; |
| Fordrings-havare | den som är antecknad på VP-konto som borgenär eller som berättigad att i andra fall ta emot betalning under en Säkerställd Obligation; | Ränte-bestämmningsdag för lån som löper med rörlig ränta (FRN), den dag som anges i Slutliga Villkor; |
| Ledarbanken | Skandinaviska Enskilda Banken AB (publ); | Ränte-förfallodag dag som anges i Slutliga Villkor; |
| Justerat Lånebelopp | det sammanlagda nominella beloppet av utestående Säkerställda Obligationer med avdrag för Säkerställda Obligationer som innehas av SCBC eller annan Fordringshavare inom SBAB-koncernen; | Räntesats för lån som löper med fast ränta, den räntesats som anges i Slutliga Villkor; |
| Kontoförande Institut | bank eller annan som har tillstånd att vara kontoförande institut enligt lag (1998:1479) om kontoföring av | Ränteperiod period som anges i Slutliga Villkor; |
| | | SEK svenska kronor; |
| | | STIBOR den räntesats som (1) kl 11.00 aktuell dag publiceras på Reuters sida "SIOR" (eller genom sådant annat system eller på sådan annan sida som ersätter nämnda system respektive sida) eller – om sådan notering ej finns – (2) vid nyss nämnda tidpunkt |

⁵ VPC AB ändrade sin firma till Euroclear Sweden AB den 2 februari 2009.

(a) motsvarar av
genomsnittet av
referensbankernas
kvoterade räntor för
depositioner i SEK för
aktuell period på
interbankmarknaden i
Stockholm – eller – om
endast en eller ingen
sådan kvotering ges – (b)
Emissionsinstitutens
bedömning av den ränta
svenska affärsbanker
erbjuder för utlåning i
SEK för aktuell period på
interbankmarknaden i
Stockholm;

Säkerställd Obligation

ensidig skuldförbindelse,
registrerad enligt lag
(1998:1479) om
kontoföring av finansiella
instrument, utgiven av
SCBC i enlighet med
dessa villkor och förenad
med förmånsrätt i
SCBC:s säkerhetsmassa
enligt lagen (2003:1223)
om utgivning av
säkerställda obligationer;

VP-konto

värdepapperskonto
(avstämningskonto enligt
lag (1998:1479) om
kontoföring av finansiella
instrument), där
respektive
Fordringshavares
innehav av Säkerställd
Obligation är registrerad;

Återbetalnings- dag

dag som anges i Slutliga
Villkor.

§ 2 Lånebelopp, valör och betalningsförbindelse

Lånebeloppet fastställs när försäljningen av
Säkerställda Obligationerna avslutats och
representeras av Säkerställda Obligationer i
den valör i SEK eller EUR som anges i
Slutliga Villkor eller hela multiplar därav.

SCBC förbinder sig härmed att i
enlighet med dessa villkor återbetala lånet
och erlagga ränta.

§ 3 Ränta

I Slutliga Villkor anges relevant
räntekonstruktion, enligt något av följande
alternativ:

- (a) Fast ränta
Lånet löper med ränta enligt
Räntesatsen från Lånedatum till
och med Återbetalningsdagen.
Räntan erläggs i efterskott på
respektive Ränteförfallodag och
beräknas på 360/360-dagars
basis.
- (b) FRN (Floating Rate Notes)
Lånet löper med ränta från
Lånedatum till och med
Återbetalningsdagen.
Räntesatsen för respektive
Ränteperiod fastställs av SCBC
på respektive
Räntebestämningdag och
utgörs av Ränthebasen med
tillägg av Ränthebasmarginalen
för samma period.

Kan räntesats inte fastställas på grund av
sådant hinder som avses i 14 § första
stycket skall lånet fortsätta att löpa med den
räntesats som gäller för den innevarande
Ränteperioden. Så snart hindret upphört
skall SCBC beräkna ny räntesats att gälla
från den andra Bankdagen efter dagen för
beräkningen till utgången av den då
innevarande Ränteperioden.

Räntan erläggs i efterskott på varje
Ränteförfallodag och beräknas på faktiskt
antal dagar/360 i respektive Ränteperiod
eller enligt sådan annan beräkningsgrund
som tillämpas för aktuell Ränthebas.

§ 4 Registrering av Säkerställda Obligationer

Säkerställda Obligationer skall för
Fordringshavares räkning registreras på VP-
konto, varför inga fysiska värdepapper
kommer att utges.

Begäran om viss registreringsåtgärd avseende Säkerställda Obligationer skall riktas till Kontoförande Institut.

Den som på grund av uppdrag, pantsättning, bestämmelser i föräldrabalken, villkor i testamente eller gåvobrev eller eljest förvärvat rätt att ta emot betalning under en Säkerställd Obligation skall låta registrera sin rätt till betalning.

§ 5 Återbetalning av lånet samt betalning av ränta

Lånet förfaller till betalning på Återbetalningsdagen.

Återbetalning av kapitalbelopp och betalning av ränta skall ske till den som är Fordringshavare på femte Bankdagen före respektive förfallodag eller på den Bankdag närmare respektive förfallodag som generellt kan komma att tillämpas på den svenska obligationsmarknaden ("Avstämningsdagen").

Har Fordringshavare genom Kontoförande Institut låtit registrera att kapital- respektive räntebelopp skall insättas på visst bankkonto, sker insättning genom Euroclear Sweden:s försorg på vederbörande förfallodag. I annat fall översänder Euroclear Sweden beloppet sistnämnda dag till Fordringshavaren under dennes hos Euroclear Sweden på Avstämningsdagen registrerade adress. Infaller förfallodag på dag som inte är Bankdag insätts respektive översänds beloppet först närmast följande Bankdag. Ränta utgår härvid dock endast till och med förfallodagen för lån som löper med fast ränta. Infaller förfallodag för lån som löper med rörlig ränta (FRN) på dag som inte är Bankdag skall som Ränteförfallodag anses närmast följande Bankdag förutsatt att sådan Bankdag inte infaller i en ny kalendermånad i vilket fall Ränteförfallodagen skall anses vara närmast föregående Bankdag.

Skulle Euroclear Sweden på grund av dröjsmål från SCBC:s sida eller på grund av annat hinder inte kunna utbetala belopp enligt vad nyss sagts, utbetalas detta av Euroclear Sweden så snart hindret upphört till den som på Avstämningsdagen var registrerad som Fordringshavare.

Om SCBC ej kan fullgöra betalningsförpliktelser genom Euroclear Sweden enligt ovan på grund av hinder för Euroclear Sweden som avses i § 14 första stycket skall SCBC ha rätt att skjuta upp betalningsförpliktelse till dess hindret har upphört. I sådant fall skall ränta utgå enligt § 6 andra stycket.

Visar det sig att den som tillställts belopp enligt vad ovan sagts saknade rätt att mottaga detta, skall SCBC och Euroclear Sweden likväl anses ha fullgjort sina ifrågavarande skyldigheter. Detta gäller dock ej om SCBC respektive Euroclear Sweden hade kännedom om att beloppet kom i orätta händer eller åsidosatt den aktsamhet som efter omständigheterna skäligen bort iakttagas.

§ 6 Dröjsmålsränta

Vid betalningsdröjsmål avseende kapital och/eller ränta utgår dröjsmålsränta på det förfallna beloppet från förfallodagen till och med den dag då betalning erläggs efter en räntesats som motsvarar en veckas STIBOR eller EURIBOR (enligt vad som anges i Slutliga Villkor) första Bankdagen i varje kalendervecka varunder dröjsmålet varar med tillägg av två procentenheter. Dröjsmålsränta enligt detta stycke skall dock aldrig utgå efter lägre räntesats än som motsvarar Räntesatsen med tillägg av två procentenheter, eller, såvitt avser lån som löper med rörlig ränta (FRN), räntesatsen fastställd enligt 3 § första stycket b) ovan med tillägg av två procentenheter. Dröjsmålsräntan kapitaliseras ej.

Beror dröjsmålet enbart av sådant hinder för Emissionsinstitut respektive Euroclear Sweden som avses i § 14 första stycket, skall dröjsmålsränta dock ej utgå efter högre räntesats än Räntesatsen, eller, såvitt avser lån som löper med rörlig ränta (FRN), räntesatsen fastställd enligt 3 § första stycket b) ovan.

§ 7 Åtagande

Så länge Säkerställda Obligationer är utestående, åtar sig SCBC att inte bedriva någon annan verksamhet än utgivning av säkerställda obligationer, ingående av derivattransaktioner eller verksamhet som rimligen härrör till det, och därtill relaterad

verksamhet såsom att förvärva, äga, överlåta och förvalta krediter och därtill hörande säkerheter och fyllnadssäkerheter.

§ 8 Preskription

Rätten till betalning av kapitalbelopp preskriberas tio år efter Återbetalningsdagen. Rätten till räntebetalning preskriberas tre år efter respektive Ränteförfalldag. De medel som avsatts för betalning men preskriberats tillkommer SCBC.

Om preskriptionsavbrott sker löper ny preskriptionstid om tio ifråga om kapitalbelopp och tre år beträffande räntebelopp, i båda fallen räknat från dag som framgår av preskriptionslagens (1981:130) bestämmelser om verkan av preskriptionsavbrott.

§ 9 Meddelanden

Meddelande rörande lånet skall tillställas Fordringshavare genom Euroclear Sweden:s försorg.

§ 10 Ändring av lånevillkoren m m

SCBC och Emissionsinstitutet äger avtala om ändring av dessa villkor under förutsättning att en sådan ändring inte inskränker SCBC:s förpliktelse att erlägga betalning, eller på annat sätt enligt Emissionsinstitutets bedömning kan inverka negativt på Fordringshavarnas intressen i väsentligt hänseende.

Ändring av dessa villkor kan i andra fall ske genom beslut vid Fordringshavarmöte enligt § 11.

Överenskommelse om ändring av lånevillkoren skall snarast meddelas. Meddelande skall lämnas i överensstämmelse med § 9.

§ 11 Fordringshavarmöte

Emissionsinstitutet äger, och skall efter skriftlig begäran från SCBC eller från Fordringshavare som på dagen för kallelsen representerar minst en tiondel av Justerat Lånebelopp, kalla till fordringshavarmöte ("Fordringshavarmöte"). Kallelsen skall minst 10 Bankdagar i förväg tillställas SCBC och Fordringshavarna i enlighet med § 9.

Kallelse till Fordringshavarmöte skall ange tidpunkten och platsen för mötet och de ärenden som där skall avhandlas och - i förekommande fall - beslutas i samt, där så erfordras, en kortfattad redogörelse för ärendens beskaffenhet och beslutsordning. Inga andra ärenden får beslutas i vid Fordringshavarmöte än sådana som har upptagits i kallelsen. I kallelsen skall erinras om att rösträttsregistrering måste ske av Säkerställda Obligationer som är förvaltarregistrerade för att innehavaren skall äga rösträtt vid mötet.

Mötet skall inledas med att ordförande utses. Ledarbanken skall utse ordföranden om inte Fordringshavarmötet bestämmer annat.

Vid Fordringshavarmöte äger, utöver Fordringshavare samt deras respektive ombud och biträden, även styrelseledamöter, verkställande direktören och andra högre befattningshavare i SCBC samt SCBC:s revisorer och juridiska rådgivare rätt att delta.

Vid mötet skall utskrift av det av Euroclear Sweden förda avstämningsregistret finnas. Ordföranden skall upprätta en förteckning över närvarande röstberättigade Fordringshavare med uppgift om den andel av Justerat Lånebelopp varje Fordringshavare företräder ("röstlängd"). Röstlängden skall godkännas av Fordringshavarmötet. Endast de som på femte Bankdagen innan dagen för Fordringshavarmöte var Fordringshavare och rätte ägaren till Säkerställd Obligation, respektive ombud för sådan Fordringshavare och som omfattas av Justerat Lånebelopp, är röstberättigade och skall tas upp i röstlängden.

Genom ordförandens försorg skall föras protokoll vid Fordringshavarmöte, vari skall antecknas vilka som närvarat, vad som avhandlats, hur omröstning har utfallit och vilka beslut som har fattats. Röstlängden skall nedtecknas i eller biläggas protokollet. Protokollet skall undertecknas av ordföranden och minst en på Fordringshavarmötet utsedd justeringsman och därefter överlämnas till Ledarbanken. Senast sju Bankdagar efter Fordringshavarmötet skall protokollet

hållas tillgängligt hos Euroclear Sweden. Nya eller ändrade Allmänna Villkor skall biläggas protokollet och tillställas Euroclear Sweden genom Ledarbankens eller annan av Ledarbanken utsedd parts försorg. Protokollet skall förvaras av Ledarbanken.

Fordringshavarmötet är beslutfört om Fordringshavare representerande minst en femtedel av Justerat Lånebelopp är närvarande vid Fordringshavarmötet.

I följande slag av ärenden erfordras dock att Fordringshavare representerande minst hälften av Justerat Lånebelopp är närvarande vid Fordringshavarmötet ("Extraordinärt Beslut");

- (a) godkännande av överenskommelse med SCBC eller annan om ändring av Återbetalningsdagen, nedsättning av lånebeloppet, ändring av föreskriven valuta för Säkerställda Obligationslånet (om ej detta följer av lag) samt ändring av Ränteförfallodag eller annat räntevillkor;
- (b) godkännande av gäldenärsbyte; samt
- (c) godkännande av ändring av denna § 11.

Om Fordringshavarmöte sammankallats på begäran av Fordringshavare och den för beslutförhet erforderliga andel av Justerat Lånebelopp som Fordringshavarna representerar inte har uppnåtts inom femton (15) minuter från utsatt tid för Fordringshavarmöte, skall mötet ajourneras till den dag som infaller en vecka senare (eller - om den dagen inte är en Bankdag - nästföljande Bankdag). När ajournerat Fordringshavarmöte återupptas äger mötet fatta beslut, inklusive Extraordinärt Beslut, om någon röstberättigad Fordringshavare infinner sig till mötet (oavsett storleken av dennes innehav av Säkerställda Obligationer).

Beslut vid Fordringshavarmöte fattas genom omröstning om någon

Fordringshavare begär det. Varje röstberättigad Fordringshavare skall vid votering ha en röst per SEK tiotusen (10 000), alternativt Euro tusen (1 000) för det fall det Säkerställda Obligationslånet är denominerat i EUR, av det sammanlagda nominella beloppet av Säkerställda Obligationer som innehas av denne. Fordringshavarmötets ordförande skall ha utslagsröst vid lika röstetal.

Extraordinärt Beslut är giltigt endast om det har biträttats av Fordringshavare representerande minst nio tiondelar av det sammanlagda nominella beloppet av närvarande röstberättigade Fordringshavares innehav av Säkerställda Obligationer. För samtliga övriga beslut gäller den mening som fått mer än hälften av de avgivna rösterna.

Beslut som har fattats vid ett i behörig ordning sammankallat och genomfört Fordringshavarmöte är bindande för samtliga Fordringshavare oavsett om de har varit närvarande vid, och oberoende av om och hur de har röstat på mötet. Fordringshavare som biträtt på Fordringshavarmöte fattat beslut skall inte kunna hållas ansvarig för den skada som beslutet kan komma att åsamka annan Fordringshavare.

Samtliga Ledarbankens, Euroclear Sweden:s och Emissionsinstitutens kostnader i samband med Fordringshavarmöte skall betalas av SCBC.

§ 12 Börsregistrering

SCBC skall ansöka om lånets inregistrering hos NASDAQ OMX Stockholm AB⁶. Så länge lånebelopp är utestående, dock längst till och med Återbetalningsdagen, skall SCBC vidta de åtgärder som erfordras för att hålla lånet registrerat hos NASDAQ OMX Stockholm AB eller vid annan svensk börs eller börs i land inom EES som står under tillsyn, om sådan förändring av registrering enligt Emissionsinstitutens bedömning inte kan inverka negativt på Fordringshavarnas intressen i väsentligt

⁶ Stockholmsbörsen AB ändrade sin firma till OMX Nordic Exchange Stockholm AB den 19 juni 2007 och därefter till NASDAQ OMX Stockholm AB den 21 november 2008.

hänseende. Meddelande om byte av börs skall lämnas i enlighet med § 9.

§ 13 Förvaltarregistrering

För Säkerställd Obligation som är förvaltarregistrerad enligt lag (1998:1479) om kontoföring av finansiella instrument skall vid tillämpningen av dessa villkor förvaltaren betraktas som Fordringshavare.

§ 14 Force Majeure

I fråga om de på Emissionsinstitutet respektive Euroclear Sweden ankommande åtgärderna gäller - beträffande Euroclear Sweden med beaktande av bestämmelserna i lag (1998:1479) om kontoföring av finansiella instrument - att ansvarighet inte kan göras gällande för skada som beror av svenskt eller utländskt lagbud, svensk eller utländsk myndighets åtgärd, krigshändelse, strejk, blockad, bojkott, lockout eller annan liknande omständighet. Förbehållet i fråga om strejk, blockad, bojkott och lockout gäller även om vederbörande själv är föremål för eller vidtar sådan konfliktåtgärd.

Skada som uppkommer i andra fall skall inte ersättas av Emissionsinstitut om vederbörande varit normalt aktsam. Inte i något fall utgår ersättning för indirekt skada.

Föreligger hinder för Emissionsinstitut eller Euroclear Sweden på grund av sådan omständighet som angivits i första stycket att vidta åtgärd enligt dessa villkor, får åtgärden uppskjutas tills hindret har upphört.

§ 15 Tillämplig lag m m

Vid tolkning av dessa villkor skall svensk lag tillämpas. Tvist skall i första instans avgöras vid Stockholms tingsrätt.

Stockholm den 15 maj 2006

AB SVERIGES SÄKERSTÄLLDA
OBLIGATIONER (publ)
THE SWEDISH COVERED BOND
CORPORATION

SWEDISH LANGUAGE FORM OF FINAL TERMS

Nedan återges en mall för Slutliga Villkor avseende Säkerställda Obligationslån som kan komma att ges ut av SCBC efter datumet för detta Prospekt.

Slutliga Villkor

Följande slutliga villkor ("Slutliga Villkor") gäller för Säkerställt Obligationslån [*infoga Återbetalningsdag och ränta*] – Lån nr [●] ("Lånet") som AB Sveriges Säkerställda Obligationer (publ), med parallellfirma The Swedish Covered Bond Corporation, (org. nr. 556645-9755) ("SCBC"), emitterar på kapitalmarknaden enligt avtal med nedan angivna/angivet Emissionsinstitut.

För Lånet skall gälla Allmänna Villkor daterade 15 maj 2006 återgivna i SCBC:s grundprospekt avseende Obligationslåneprogram för kontinuerlig utgivning av Säkerställda Obligationslån, daterat den [●] 2013 ("Prospektet") [jänte tillägg daterade [●]] samt nedan angivna kompletterande Slutliga Villkor. Begrepp som inte är definierade i Slutliga Villkor skall ha samma innebörd som i Allmänna Villkor.

Detta dokument utgör de slutliga villkoren såsom avses i Artikel 5.4 i prospektdirektivet (direktiv 2003/71/EG, som ändrat) och ska läsas tillsammans med grundprospektet [och dess tillägg]. Dessa Slutliga Villkor måste läsas tillsammans med Prospektet [och dess tillägg] samt de eventuella dokument som infogats däri genom hänvisning för att få fullständig information om SCBC och erbjudandet om Lånet. Dokumenten finns tillgängliga på www.sbab.se.

Villkor för Säkerställda Obligationslån (gemensamma för lån med fast eller rörlig ränta)

| | |
|--------------------------------------|--|
| Lånenummer: | [●] |
| ISIN-kod: | [●] |
| Euroclear nr: | [●] |
| Lånedatum: | [●] |
| Likviddag: | [●] |
| Startdag för räntebereäkning: | [●] |
| Lånebelopp: | Lånebeloppet fastställs när försäljningen av Säkerställda Obligationer avslutas. Lånebeloppet kommer att användas i SCBC:s löpande rörelse |
| Valör: | [[] SEK eller hela multiplar därav] [[●] EUR eller hela multiplar därav] |
| Valuta: | [SEK] [EUR] |
| Återbetalningsdag: | [●] |

| | |
|--|---|
| Amortering: | Ej tillämpligt |
| Preskription: | I enlighet med Allmänna Villkor § 8 |
| Bestämmelser om räntebetalningar: | I enlighet med Allmänna Villkor § 5 |
| Clearing: | [Euroclear Sweden AB] [Euroclear Bank S.A/N.V] [<i>Specificera annan clearingorganisation</i>] |
| Räntekonstruktion: | [Fast ränta] [FRN] |
| Dagberäkningsmetod: | [360/360] [faktiskt antal dagar/360] |
| Emissionsinstitut: | [<i>Aktuella/aktuellt emissionsinstitut med namn och adress. Emissionsinstitut behöver ej ha angivits i Allmänna Villkor då emissionsinstitut kan engageras särskilt för ett specifikt Säkerställt Obligationslån</i>] |
| Kompletterande försäljningsrestriktioner: | [Ej tillämpligt][<i>Specificera detaljer</i>] |
| Återbetalningskonstruktion: | Varje Säkerställd Obligation återbetalas på par (d.v.s. med ett belopp motsvarande dess nominella belopp) |
| Börsregistrering: | [NASDAQ OMX Stockholm AB] [<i>Specificera annan marknadsplats</i>] |
| Tidigaste dagen för upptagande till handel: | [Specificera/Ej tillämpligt] |
| Uppskattning av sammanlagda kostnader i samband med upptagande till handel: | [Specificera/Ej tillämpligt] |
| Rådgivare omnämnda i Slutliga Villkor: | [Specificera/Ej tillämpligt] [<i>Om rådgivare finns ska det förklaras i vilken kapacitet dessa har agerat</i>] |
| Namn och adress till betalnings- och depåombud: | [Specificera/Ej tillämpligt] |
| Rättigheter: | Ensidig skuldförbindelse, registrerad enligt lag (1998:1479) om kontoföring av finansiella instrument, utgiven av SCBC i enlighet med dessa villkor och förenad med förmånsrätt i SCBC:s säkerhetsmassa enligt lagen (2003:1223) om utgivning av säkerställda obligationer. |
| Representation av Fordringshavare: | Om annan än Fordringshavare önskar utöva Fordringshavares rättigheter under Lånet eller rösta på Fordringshavarmöte, ska sådan person kunna uppvisa fullmakt eller annan behörighets- |

handling utfärdad av Fordringshavaren eller en kedja av sådana fullmakter och/eller behörighetshandlingar från Fordringshavaren. En Fordringshavare kan befullmäktiga en eller flera personer att representera Fordringshavaren avseende vissa eller samtliga Säkerställda Obligationer som innehas av Fordringshavaren. Envar sådan befullmäktigad person får agera självständigt och äger rätt att delegera sin rätt att företräda Fordringshavaren.

Typ och klass av Lån: I enlighet med Allmänna Villkor § 4

Totalt antal Säkerställda Obligationer som tas upp till handel: Fastställs när försäljning av Säkerställda Obligationer avslutas.

Ytterligare villkor för Säkerställt Obligationslån med fast ränta

[Ej tillämpligt]/[Om ej tillämpligt, radera resterande underrubriker av detta avsnitt]

Räntesats: [[●]% årlig ränta]

Ränteförfallodag[ar]: [●] (med hänsyn tagen till § 5 st. 3 i Allmänna Villkor)

Ytterligare villkor för Säkerställt Obligationslån med rörlig ränta

[Ej tillämpligt]/[Om ej tillämpligt, radera resterande underrubriker av detta avsnitt]

Räntebas: [STIBOR] [EURIBOR] [●] månad[er]

Räntebasmarginal: [+/-] [●] %

Räntebestämningdag: [Två] Bankdagar före den första dagen i varje Ränteperiod, första gången den [●]

Ränteperiod: Första Ränteperioden löper tiden från den [●] till och med den [●], därefter tiden från en Ränteförfallodag till och med nästföljande Ränteförfallodag

Ränteförfallodag[ar]: [●] (med hänsyn tagen till § 5 st. 3 i Allmänna Villkor)

Underliggande instrument som räntan baseras på och metod som används för att korrelera dessa faktorer, störande händelser på marknaden eller vid avveckling som påverkar det underliggande instrumentet, justeringsregler för att ta hänsyn till händelser som påverkar det underliggande instrumentet, beräkningsombudets namn: [Ej tillämpligt]

Övrigt

Kreditbetyg: [●]

Beslut till grund för emissionen: [Specificera/Ej tillämpligt]

Intressen: [Specificera/Ej tillämpligt]
[Om tillämpligt, beskriv intressen hos fysiska och juridiska personer vilka är involverade i emissionen samt en redovisning av alla intressen och eventuella intressekonflikter som kan ha betydelse för emissionen med uppgifter om involverade personer och intressets natur]

Information från tredje man: [Information i dessa Slutliga Villkor som kommer från tredje man har återgivits exakt och, såvitt Bolaget känner till och kan försäkra genom jämförelse med annan information som offentliggjorts av berörd tredje man, har inga uppgifter utelämnats på ett sätt som skulle kunna göra den återgivna informationen felaktig eller missvisande. Källor till informationen är [●]. / Ej tillämpligt]

SCBC bekräftar härmed att ovanstående Slutliga Villkor är gällande för Säkerställt Obligationslån [*infoga Återbetalningsdag och ränta*] – Lån nr [●] tillsammans med Allmänna Villkor och förbinder sig att i enlighet därmed återbetala lånet och erlägga ränta. SCBC bekräftar vidare att alla väsentliga händelser efter datumet för Prospektet som skulle kunna påverka marknadens uppfattning om SCBC har offentliggjorts.

Stockholm den [●]

AB SVERIGES SÄKERSTÄLLDA OBLIGATIONER (publ)
THE SWEDISH COVERED BOND CORPORATION

INFORMATION RELATING TO SCBC

Introduction

SCBC was established with the trade name Lagrummet Augusti nr 52 Aktiebolag and registered in Sweden on 24 June 2003. The shares in Lagrummet Augusti nr 52 Aktiebolag were acquired by SBAB on 13 October 2005. SCBC was acquired for the purpose of managing the SBAB Group's issuance of covered bonds. On 31 March 2006 SCBC was granted a licence by the FSA to conduct financing operations as a credit market company and to issue covered bonds under the Covered Bonds Act. On the same day, the change of name to AB Sveriges Säkerställda Obligationer (publ) with the parallel trade name The Swedish Covered Bond Corporation was registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*).

SCBC's corporate identification number is 556645-9755 and its postal address is: Box 27308, SE-102 54 Stockholm, Sweden, telephone no. +46 8-614 43 00 and visiting address is Löjtnantsgatan 21, SE-115 50 Stockholm, Sweden. Since its establishment date, SCBC's principal place of business has been in Stockholm, Sweden.

Relevant Legislation

SCBC is a public limited liability company and is governed by the Swedish Companies Act (Sw. *Aktiebolagslag (2005:551)*). SCBC undertakes financing operations as a credit market company and is therefore governed by the Swedish Banking and Financing Business Act and is under the supervision of the FSA. The Swedish Capital Adequacy and Large Exposure Act (Sw. *Lag (2006:1371) om kapitaltäckning och stora exponeringar*) also imposes certain requirements on SCBC regarding capital adequacy. The operations of SCBC is also governed by the Covered Bonds Act.

Operations

SCBC is a wholly owned subsidiary of SBAB. SBAB has been conducting lending operations for over 20 years and in order to finance these operations SBAB has historically mainly issued debt instruments. The main debt instruments issued by SBAB have been Swedish mortgage bonds, bonds under its EMTN programme and commercial paper. Following the introduction of the Covered Bonds Act, SBAB decided to diversify its debt raising by also issuing covered bonds under the Covered Bonds Act. SBAB chose, instead of issuing covered bonds in its own name, to issue the covered bonds through a subsidiary, namely SCBC.

In addition to the Programme, SCBC has established the Covered EMTN Programme and the Australian Covered Bond Programme and may from time to time establish other covered bond programmes or issue covered bonds on a stand-alone basis.

SCBC does not conduct any new lending operations, but acquires loans primarily from SBAB and will potentially also acquire loans from others. SCBC and SBAB entered into the Master Sale Agreement pursuant to which SCBC acquired an initial portfolio of loans from SBAB.

The Master Sale Agreement also provides for the continuous transfer of loans from SBAB to SCBC on the terms and conditions stated in that agreement (including, a provision that the loan must (in whole or in part) be eligible to be used for the cover pool in accordance with the Covered Bonds Act).

SBAB's claims for the purchase price of the loans acquired by SCBC under the Master Sale Agreement are (fully or partially) repaid concurrently with the issue of covered bonds. Accordingly, any part of a subordinated note that remains unpaid is equal to the nominal outstanding value of the assets acquired from SBAB that either do not qualify for use as part of the cover pool under the Covered Bonds Act or that do qualify but are included in the cover pool as overcollateralisation. Furthermore, SBAB's claims under the Master Sale Agreement are subordinated in case of SCBC's bankruptcy pursuant to the Subordination Agreement.

If SCBC intends to acquire assets directly from entities other than SBAB it will enter into a new mortgage sale agreement with such entity.

The assets of SCBC that are not included in the cover pool will be available to satisfy the claims of holders of Covered Bonds by such holders seeking execution against SCBC prior to SCBC's bankruptcy or as dividends (advance and/or final) following the bankruptcy of SCBC if the assets in the cover pool are not sufficient to pay the holders of Covered Bonds in full. However, there may be other creditors (other than SBAB) competing with the holders of Covered Bonds and the Eligible Swap Providers in all or any part of the other assets of SCBC not comprising the cover pool.

SBAB has agreed, pursuant to the Subordination Agreement, that all its claims against SCBC (except in relation to claims deriving from the Eligible Swaps) will be subordinated to all unsubordinated claims against SCBC (including, without limitation, the claims of the holders of Covered Bonds and the Eligible Swap Providers) in SCBC's bankruptcy.

Overcollateralisation

SCBC will ensure that the nominal value of the assets in the cover pool at all times exceeds the outstanding nominal value of the claims that can be made under the Covered Bonds (taking into account any derivatives agreements) by at least 2 per cent.

Outsourcing agreement concerning certain services

For the purpose of achieving efficiency benefits SBAB and SCBC have agreed that SBAB shall undertake all services necessary for SCBC to be able to carry out its business operations. An outsourcing agreement was entered into on 2 June 2006 between SCBC and SBAB (the "**Outsourcing Agreement**") pursuant to which SBAB shall perform all services that SCBC, from time to time, may need to carry out its business operations.

SBAB must also ensure that the cover pool is administrated in accordance with the provisions of the Covered Bonds Act applicable from time to time, regulations and general guidelines governing covered bonds issued by the FSA (Sw. *FFFS 2004:11* to be replaced by *FFFS 2013:1* as from 1 July 2013), as amended or superseded, SCBC's Articles of Association, the terms and conditions of the Covered Bonds and the policies and instructions set by SCBC.

SBAB group account

Payments owing to SCBC in respect of its assets will be received by SBAB on behalf of SCBC under the SBAB group account structure held with Skandinaviska Enskilda Banken (publ) ("**SEB**"). Payments will on a daily basis be credited to the relevant sub-ledgers of SCBC in the SBAB group account structure. Therefore, SBAB has agreed with SCBC, pursuant to the Outsourcing Agreement, that SCBC will have a claim against SBAB for any amount credited to SCBC's sub-ledgers and SBAB will be obliged to fully repay SCBC upon first demand by

SCBC irrespective of whether or not SBAB receives payment of such amount from SEB or any other banking institution handling the SBAB group account structure. In addition, SBAB waives any circumstances which could release SBAB from its obligation to repay such funds to SCBC. Accordingly, SCBC is exposed to the credit risk of SBAB, and therefore indirectly to the credit risk of SEB.

SCBC's exposure to the credit risk of SBAB is mitigated by a requirement in the Outsourcing Agreement to the effect that if the ratings of SBAB by Moody's and Standard & Poor's fall below certain levels, SBAB shall within a certain time limit open and maintain an account in the name of SCBC with an unrelated bank which has sufficient ratings. SBAB shall treat all income collected on behalf of SCBC as funds to be accounted for (Sw. *redovisningsmedel*) pursuant to the Swedish Funds Accounting Act (Sw. *Lag om redovisningsmedel (1944:181)*) and SBAB shall on a daily basis transfer all income collected on behalf of SCBC to that account. SCBC's exposure to the credit risk of SEB is mitigated by a requirement in the Outsourcing Agreement to the effect that if the ratings of SEB by Moody's and Standard & Poor's fall below certain levels, SCBC and SBAB shall within a certain time limit open and maintain an account structure for SCBC with a bank account provider which has sufficient ratings.

Derivatives arrangements

SCBC and SBAB have entered into interest rate swap transactions governed by an ISDA Master Agreement (including a schedule and confirmation(s)), and SCBC may enter into additional interest rate swap transactions with SBAB or other third party counterparties (in such capacity, each, a "**Cover Pool Swap Provider**"), in respect of the assets registered in the cover pool (each a "**Cover Pool Swap**"). The Cover Pool Swaps enable SCBC to convert SEK interest payments received by SCBC in respect of assets (other than Eligible Swaps) registered to the cover pool into floating payments linked to 3-month STIBOR.

Credit facility agreement between SBAB and SCBC

In December 2008, a multicurrency revolving credit facility agreement was established between SBAB and SCBC (the "**Credit Agreement**"). Under the Credit Agreement SBAB makes available a committed credit facility to SCBC up to an amount equal to SCBC's, from time to time, outstanding covered bonds with an original maturity falling in the period within 364 days from the date of the Credit Agreement. The term of the Credit Agreement is 364 days and is automatically extended with 364 days unless terminated by SCBC or if a default under the Credit Agreement is outstanding and SBAB gives SCBC notice 30 days prior to the relevant termination date that the Credit Agreement should not be extended.

Financial information

SCBC was established on 24 June 2003 as a limited liability company with the minimum share capital, SEK 100,000 and was made a public company on 31 March 2006.

The present share capital of SCBC is SEK 50,000,000. SCBC's entire share capital has been fully paid. Each share carries one vote.

The annual report of SCBC for the financial year 2012 has been prepared in accordance with the Annual Accounts Act for Credit Institutions and Securities Companies (Sw. *Lag (1995:1559) om årsredovisning i kreditinstitut och värdepappersbolag*). SCBC applies statutory IFRS, which means that the annual report has been prepared in compliance with IFRS subject to the additions and exceptions that ensue from the Swedish Financial Reporting Board's recommendation RFR

2, Accounting for Legal Entities, and the FSA's regulations and general guidelines on annual accounts for credit institutions and securities companies (*FFFS 2008:25*). The annual report has been prepared in accordance with the acquisition method, apart from derivative instruments and financial assets and liabilities measured at fair value through profit or loss, as well as hedge-accounted items.

Summary of financial information of SCBC for 2012 and 2011

Income statement, in summary

| | For the year ended | |
|---|---------------------------|-------------|
| | 2012 | 2011 |
| <i>(SEK, million)</i> | | |
| Net interest income | 1,787 | 1,689 |
| Total operating income..... | 380 | 1,861 |
| Total expenses before loan losses | -587 | -563 |
| Operating profit/loss..... | -194 | 1,287 |
| Tax | 52 | -339 |
| Profit/loss for the year..... | -142 | 948 |

Balance sheet, in summary

| | 31 December 2012 | 31 December 2011 |
|--|-----------------------------|-----------------------------|
| <i>(SEK, million)</i> | | |
| Total assets | 231,077 | 233,217 |
| Total liabilities | 220,286 | 222,284 |
| Total equity | 10,791 | 10,933 |
| Total liabilities and equity..... | 231,077 | 233,217 |
| Assets pledged for own liabilities | 203,010 | 209,954 |

Lending

SCBC's total lending to the public after provisions for probable losses as at 31 December 2012 amounted to approximately SEK 208,875 million (SEK 210,478 million as at 31 December 2011) (excluding loans and advances to credit institutions).

The distribution of lending by type of property:

| | 31 December 2012 | 31 December 2011 |
|---|-----------------------------|-----------------------------|
| <i>(SEK, million)</i> | | |
| Municipal multi-family dwellings..... | 4,439 | 5,904 |
| Tenant-owner associations | 46,668 | 47,920 |
| Private multi-family dwellings..... | 21,688 | 25,202 |
| Single-family dwellings and holiday homes | 84,471 | 82,730 |
| Tenant-owned apartments | 51,650 | 48,699 |
| Commercial properties | 80 | 183 |
| Provisions for probable loan losses..... | -121 | -160 |
| Total..... | 208,875 | 210,478 |

Funding

As at 31 December 2012, the total outstanding covered bonds debt was SEK 152,874 million (SEK 160,671 million as at 31 December 2011).

Capital Adequacy

At 31 December 2012, the capital adequacy ratio and the Tier 1 capital ratio of SCBC was 10.3 per cent. (10.7 per cent. at 31 December 2011).

The amount for capital base net after deductible items and limit value was at 31 December 2012 SEK 10,724 million (SEK 10,813 million at 31 December 2011).

Board of directors

SBAB's board of directors may according to the Articles of Association consist of three to six members which are normally elected at the annual shareholder's meeting. At the annual shareholder's meeting on 17 April 2013, the following members were elected:

| | |
|-----------------------------|---|
| Carl-Viggo Östlund | Chairman of SCBC. Chief Executive Officer of SBAB. |
| <u>Other assignments:</u> | Deputy board member of Peyron Rekrytering AB, board member of Burgundy AB. |
| <u>Previous experience:</u> | CEO of Nordnet Bank AB, CEO of SalusAnsvar AB, CEO of TNT Scandinavia and several positions within the Tetra Pak Group. |
| Per O. Dahlstedt | Head of the Corporate Business Area of SBAB. |
| <u>Other assignments:</u> | None. |
| <u>Previous experience:</u> | Senior advisor strategic and operational development at Askus Consulting, Business area manager and regional area manager positions within Skandinaviska Enskilda Bank AB (publ). |
| Sarah Bucknell | Head of Business Development. |
| <u>Other assignments:</u> | Board member of FriSpar Bolån AB. |
| <u>Previous experience:</u> | Head of Partner Market SBAB and several positions within Nordnet Bank AB and Svenska Handelsbanken AB (publ). |
| Christine Ehnström | Chief Legal Counsel and Deputy Chief Executive Officer of SBAB. |
| <u>Other assignments:</u> | Board member of FriSpar Bolån AB, board member of Maricon Marinconsult AB:s pensionsstiftelse and deputy board member in Maricon Marinconsult AB. |
| <u>Previous experience:</u> | Legal Counsel Volvo Treasury AB (publ). |

The address of the members of the board is the registered address of SCBC being Löjtnantsgatan 21, Box 27308, SE-102 54 Stockholm, Sweden.

The board of directors will conduct its work in accordance with to the rules of procedure annually adopted at the board of director's inaugural meeting. The rules of procedure will also regulate the work allocation between the board of directors, the Chairman of the board of directors and the Chief Executive Officer of SCBC.

Executive Management

Lennart Krän is SCBC's Chief Executive Officer. He is also Chief Financial Officer of SBAB.

The address of the Chief Executive Officer is the registered address of SCBC being Löjtnantsgatan 21, Box 27308, SE-102 54 Stockholm, Sweden.

Auditors

The financial statements of SCBC in respect of the financial years ended 31 December 2011 and 31 December 2012 were audited by Öhrlings PricewaterhouseCoopers AB. The auditor in charge was Catarina Ericsson.

The annual shareholder's meeting will, every year, elect one auditor or an accounting firm to audit SCBC. The auditor shall be an authorised public accountant or a registered public accounting firm that elects an auditor in charge. At the annual shareholder's meeting held on 17 April 2013, the registered public accounting firm KPMG AB was elected as auditor. The auditor in charge is Hans Åkervall.

Each of the above-mentioned auditors in charge is a member of Far, the professional institute for authorised public accountants, approved public accountants and other highly qualified professionals in the accountancy sector in Sweden.

Neither of the auditing firms referred to above has a material interest in SCBC.

Conflict of interest within administration, management, and supervisory bodies

All members of the board of directors and SCBC's Chief Executive Officer are employed by SBAB. SCBC's Chief Executive Officer is also employed by SCBC. There are no potential conflicts of interest of the directors set out above and the Chief Executive Officer between any duties to SCBC and their private interest and/or other duties.

Jurisdiction

SCBC is established under, and accordingly subject to, Swedish laws. Should SCBC conduct operations outside Sweden the operations conducted will also be governed by the laws and regulations of the country in question.

INFORMATION RELATING TO SBAB

SCBC's parent company, SBAB, is a public limited liability company and joint-stock banking company owned by the Swedish state (authorised with a banking licence by the FSA on 30 November 2010). The interest of the Swedish state is represented by the Swedish Ministry of Finance. SBAB is an independent profit making company regulated as a banking company by the Banking and Financing Business Act and subject to the supervision of the FSA.

The registered postal address of SBAB is P.O. Box 27308, SE-102 54 Stockholm, Sweden and the telephone number is +46 8 614 4300. The visiting address of SBAB is Löjtnantsgatan 21, SE-115 50 Stockholm, Sweden.

SBAB, together with Sparbanken Öresund AB (publ) and Sparbanken Syd, owns the cooperation company FriSpar Bolån AB.

On 24 April 2012, SBAB was authorised by the FSA to conduct securities operations in the form of a permit to receive and forward orders in fund units and it began such activities in March 2013.

SUMMARY OF THE SWEDISH LEGISLATION REGARDING COVERED BONDS

The following is a brief summary of certain features of the Covered Bonds Act as of the date of this Prospectus. The summary does not purport to be, and is not, a complete description of all aspects of the Swedish legislative and regulatory framework for covered bonds. Please also refer to the section “Risk Factors” above.

Introduction

The Covered Bonds Act entered into force on 1 July 2004. It enables Swedish banks and credit market undertakings (“**Institutions**”), which have been granted a specific license by the FSA, to issue full-recourse debt instruments secured by a pool of mortgage credits and/or public sector credits.

The FSA has issued regulations and recommendations under the authority conferred on it by the Covered Bonds Act (Sw. *Finansinspektionens föreskrifter och allmänna råd om säkerställda obligationer (FFFS 2004:11 to be replaced by FFFS 2013:1) as from 1 July 2013*) (the “**SFSA Regulations**”).

Swedish covered bonds may take the form of bonds and other comparable debt instruments, such as commercial paper.

In the event of an Institution’s bankruptcy, holders of covered bonds (and certain eligible counterparties to derivative contracts entered into for the purpose of matching the financial terms of the assets in the cover pool with those of the covered bonds) benefit from a priority right in the pool of assets. The Covered Bonds Act further enables such holders (and derivative counterparties) to continue to receive timely payments also following the Institution’s bankruptcy, subject to certain conditions being met.

The cover pool is dynamic in the sense that an Institution may supplement or substitute assets in the cover pool at any time.

Registration

Information in respect of all covered bonds, assets in the cover pool and relevant derivative contracts must be entered into a special register (the “**Register**”), which is maintained by the Institution. The actual registration of the covered bonds and relevant derivative contracts in the Register is necessary to confer the priority right in the cover pool. Further, only assets entered into the Register form part of the cover pool. At all times the Register must show the nominal value of the covered bonds, the cover pool and the relevant derivative contracts. As a result, the Register requires regular updating, including without limitation due to changes in interest rates, interest periods, outstanding debt and the composition of the cover pool. The value of the underlying collateral securing mortgage credits in the cover pool must also be entered into the Register.

Eligibility criteria for assets in the cover pool

The cover pool may consist of certain mortgage credits, public credits and supplemental assets. Mortgage credits are defined as loans secured by (i) mortgages over real property (Sw.

fastigheter) intended for residential, agricultural, office or commercial purposes or site leasehold rights (Sw. *tomträtter*) intended for residential, office or commercial purposes, (ii) pledges over tenant-owner rights (Sw. *bostadsrätter*), or (iii) comparable security interests over equivalent assets situated in other countries within the European Economic Area.

Public credits are defined as certain loans to (or guaranteed by) *inter alia* the Kingdom of Sweden, Swedish municipalities and comparable public bodies and the European Communities.

Supplemental assets consist primarily of government bonds and cash, although the FSA may also authorise the use of certain debt instruments issued by credit institutions and other bodies as supplemental assets.

Loan-to-value ratios and certain other restrictions

For mortgage credits, there is a maximum loan amount which may be included in the cover pool, depending on the value of the underlying collateral:

1. For residential collateral, a loan may be included in the cover pool only to the extent the loan amount does not exceed 75 per cent. of the market value of the collateral.
2. For agricultural collateral, a loan may be included in the cover pool only to the extent the loan amount does not exceed 70 per cent. of the market value of the collateral.
3. For office or commercial collateral, a loan may be included in the cover pool only to the extent the loan amount does not exceed 60 per cent. of the market value of the collateral.

Should a loan exceed the relevant ratio, only the part of the loan that falls within the permitted limit may be included in the cover pool (a “**Partly Eligible Loan**”). The Covered Bonds Act does not explicitly regulate how proceeds in respect of a Partly Eligible Loan shall be distributed between the eligible and the non-eligible parts of the loan. The most likely interpretation is that interest payments shall be allocated *pro rata* between the eligible and non-eligible parts of the loan and that amortisations shall be applied first towards the non-eligible part of the loan (absent enforcement of the security over the underlying collateral). However, proceeds from enforcement of the security should most likely be applied first towards the eligible part of the loan.

A similar situation arises if, for example, the same mortgage security serves as first-ranking security for two (or more) loans granted by an Institution and only one of these loans is included in the cover pool. The Covered Bonds Act does not give clear guidance as to how proceeds shall be allocated between the two loans in case of the Institution’s bankruptcy. The lack of guidance may give room for unsecured creditors of the Institution to argue that only a *pro rata* portion of such proceeds shall be allocated to the loan included in the cover pool.

The Covered Bonds Act restricts the overall proportion of loans provided against security over real property (or site leasehold rights or tenant-owner rights) intended for office or commercial purposes to 10 per cent. of an Institution’s cover pool. Furthermore, the proportion of supplemental assets may not exceed 20 per cent. of the cover pool, although the FSA has the authority to raise this limit to 30 per cent. for a limited period in special circumstances.

Institutions are required to regularly monitor the market value of the mortgage assets that serve as collateral for loans included in the cover pool. If the market value of such a mortgage asset declines significantly (15 per cent. or more according to the preparatory works to the Covered Bonds Act), then only such part of the loan that falls within the permitted loan-to-value ratio

will be eligible for inclusion in the cover pool and will be subject to the priority right described below. However, a decline in the market value following an Institution's bankruptcy would not result in a reduction of the assets in which holders of covered bonds (and relevant derivative counterparties) have a priority right, but could result in the cover pool ceasing to meet the matching requirements.

Matching requirements

The Covered Bonds Act prescribes that the nominal value of the cover pool shall at all times exceed the aggregate nominal value of claims that may be asserted against an Institution by reference to covered bonds. The calculation shall be made on the basis of current book values and shall take into account the effect of relevant derivative contracts.

Furthermore, an Institution must compose the cover pool in such a way as to ensure a sound balance between the covered bonds and the assets in the cover pool in terms of currencies, interest rates and interest fixation periods. Such sound balance is deemed to exist when the present value of the cover pool at all times exceeds the present value of the liabilities relating to the covered bonds. The present value of derivative contracts shall be taken into account for the purposes of such calculation. The calculations of present value shall withstand certain stress tests (changes in interest rates and/or currency exchange rates).

The payment flows relating to the assets in the cover pool, derivative contracts and covered bonds shall be such that an Institution is at all times able to meet its payment obligations towards holders of covered bonds and relevant derivative counterparties. Non-performing assets in the cover pool which are more than 60 days overdue must be disregarded for the purposes of the matching tests.

Supervision by the FSA and the independent monitor

The FSA monitors that an Institution complies with the Covered Bonds Act and other provisions of the legislative and regulatory framework which regulates the business of the Institution. In addition, the FSA appoints an independent monitor (*Sw. oberoende granskare*) for each Institution that issues covered bonds. The independent monitor is responsible for monitoring the Register to assess whether or not it is being maintained correctly and in compliance with the Covered Bonds Act and the SFSA Regulations. In particular, the independent monitor shall verify that (i) covered bonds and relevant derivative contracts are registered in the Register, (ii) only loans and supplemental assets that satisfy the eligibility criteria are included in the cover pool and registered in the Register, (iii) the valuations of the underlying collateral for loans in the cover pool are in accordance with the Covered Bonds Act and the SFSA Regulations, (iv) mortgage loans the underlying collateral of which has decreased significantly in value are, for the purpose of the matching requirements, deducted from the cover pool to the extent necessary to comply with the relevant loan-to-value ratio and (v) the matching requirements are complied with.

The independent monitor is entitled to request information from the Institution, conduct site visits and is required to report regularly and at least once a year to the FSA. The Covered Bonds Act does not provide for any change to the independent monitor's remit upon the bankruptcy of an Institution.

Benefit of a priority right in the cover pool

Pursuant to the Covered Bonds Act and the Rights of Priority Act, holders of covered bonds benefit from a priority right in the cover pool should the Institution be declared bankrupt (Sw. *försatt i konkurs*). The same priority is awarded to the Institution's eligible counterparties to derivative contracts entered into for the purpose of matching the financial terms of the assets in the cover pool with those of the covered bonds. Such derivative counterparties and the holders of covered bonds rank *pari passu* with joint seniority in relation to the cover pool.

By virtue of the aforementioned priority, holders of covered bonds and relevant derivative counterparties rank ahead of unsecured creditors and all other creditors of the Institution in respect of assets in the cover pool (except the administrator-in-bankruptcy as regards fees for his administration of assets in the cover pool and costs for such administration and obligations under liquidity loans and other agreements entered into by the administrator-in bankruptcy on behalf of the bankruptcy estate with a view to fulfilling the matching requirements for the cover pool (see further below)). The priority right also covers cash received by an Institution and deriving from the cover pool or relevant derivative contracts, provided that certain administrative procedures have been complied with.

Due to what is generally regarded as an oversight by the legislator, there is some uncertainty as to whether a creditor that obtains execution (Sw. *utmätning*) against an asset in the cover pool earlier than three months before an Institution's bankruptcy could defeat the priority afforded to holders of covered bonds and derivative counterparties as regards such asset. However, an execution that is levied less than three months before the Institution is being declared bankrupt will typically not defeat the priority.

Administration of the cover pool in the event of bankruptcy

Should an Institution be declared bankrupt, at least one administrator-in-bankruptcy would be appointed by the bankruptcy court and one administrator-in-bankruptcy would be appointed by the FSA. The administrators-in-bankruptcy would take over the administration of the bankruptcy estate, including the cover pool.

Provided that (and as long as) the cover pool meets the requirements of the Covered Bonds Act (including the matching requirements), the assets in the cover pool, the covered bonds and any relevant derivative contracts that have been entered into the Register are required to be maintained as a unit and kept segregated from other assets and liabilities of the bankruptcy estate of the Institution. The administrators-in-bankruptcy are in such case required to procure the continued timely service of payments due under the covered bonds and any relevant derivative contracts. Consequently, the bankruptcy would not as such result in early repayment or suspension of payments to holders of covered bonds or to derivative counterparties, so long as the cover pool continues to meet the requirements of the Covered Bonds Act.

Upon an Institution's bankruptcy, neither the Institution nor its bankruptcy estate would have the ability to issue further covered bonds. However, the Covered Bonds Act gives the administrators-in-bankruptcy an explicit and broad mandate to enter into loan, derivative, repo and other transactions on behalf of the bankruptcy estate with a view to attaining matching of cash flows, currencies, interest rates and interest periods between assets in the cover pool, covered bonds and derivative contracts. Counterparties in such transactions will rank senior to holders of covered bonds and derivative counterparties. The administrators-in-bankruptcy may also raise liquidity by selling assets in the cover pool in the market for example.

If the cover pool ceases to meet the requirements of the Covered Bonds Act, and the deviations are not just temporary and minor, the cover pool may no longer be maintained as a unit and the continuous payment under the terms and conditions of the covered bonds and derivative contracts will cease. The holders of covered bonds and derivative counterparties would in such case instead benefit from a priority right in the proceeds of a sale of the assets in the cover pool in accordance with general bankruptcy rules. This could result in the holders of covered bonds receiving payment according to a schedule that is different from that contemplated by the terms and conditions of the covered bonds (with accelerations as well as delays) or that the holders of covered bonds are not paid in full. However, the holders of covered bonds and derivative counterparties would retain the benefit of the right of priority in the assets comprising the cover pool. Any residual claims of the holders of covered bonds and derivative counterparties remain valid claims against the Institution, but will rank *pari passu* with other unsecured and unsubordinated creditors of the Institution.

GENERAL INFORMATION

Authorisation and responsibility

SCBC has obtained all necessary consents, approvals and authorisations in Sweden in connection with the implementation of the Programme. The update of the Programme was authorised by resolutions of the board of directors of SCBC on 30 April 2013.

SCBC accepts responsibility for the information contained in this Prospectus and the Final Terms relating to each Covered Bond Loan and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import. The board of directors of SCBC is, to the extent provided by law, responsible for the information, relating to SCBC, contained in this Prospectus and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

Significant or Material Adverse Change

There has been no significant change in the financial position of SCBC or the SBAB Group since 31 December 2012 and there has been no material adverse change in the prospects of SCBC or the SBAB Group since 31 December 2012.

Legal and arbitration proceedings

SCBC has not been party to any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened which SCBC is aware of) during the previous 12 months which may have, or have had in the recent past, significant effects on SCBC's or the SBAB Group's financial position or profitability. SCBC is, however, party to lawsuits and other disputes from time to time in the course of its normal operations.

Material contracts

Neither SCBC, nor any other member of the SBAB Group, is party to any material agreement outside of its normal course of business which may result in another SBAB Group company obtaining a right or incurring an obligation which may materially affect SCBC's ability to perform its obligations in respect of the Covered Bonds.

Supplements to the Prospectus

If at any time during the duration of the Programme there is a significant new factor, material mistake or inaccuracy relating to information contained in this Prospectus which is capable of affecting the assessment of any Covered Bonds whose inclusion would reasonably be required by investors and their professional advisers, and would reasonably be expected by them to be found in this Prospectus, for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of SCBC, and the rights attaching to the Covered Bonds, SCBC shall prepare a supplement to this Prospectus or publish a replacement Prospectus for use in connection with any subsequent offering of the Covered Bond.

Documents on Display

Copies of the following documents are available at SCBC's office, Löjtnantsgatan 21 in Stockholm, Sweden, during the validity period of this Prospectus (regular office hours):

- SCBC's Articles of Association.
- SCBC's Annual Reports for the financial years 2011 and 2012 (including audit reports).
- SCBC's unaudited interim report for the period 1 January-30 June 2013.
- This Prospectus, any supplement to this Prospectus that has been registered with and approved by the FSA and applicable Final Terms for each Covered Bond Loan issued under the Programme.

INFORMATION INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the audited annual financial statements of SCBC for the financial years 2011 and 2012, together in each case with the audit report thereon, and the unaudited interim financial statements of SCBC for the period 1 January-30 June 2013. Such documents are incorporated in, and form part of this Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

The financial statements referred to above are presented in:

- SCBC's 2011 Annual Report, where reference is made to pages 9-34 (audit report on pages 36-37).
- SCBC's 2012 Annual Report, where reference is made to pages 9-33 (audit report on page 34).
- SCBC's unaudited interim report for the period 1 January-30 June 2013, where reference is made to pages 6-13 (limited review statement from the auditor on page 14).

Copies of documents incorporated by reference in this Prospectus, as well as the Prospectus itself, may be obtained without charge from SCBC.

With the exception of SCBC's financial statements for 2011 and 2012 and SCBC's unaudited interim report for the period 1 January-30 June 2013, no information in this Prospectus has been audited or reviewed by SCBC's auditor.

CONTACT INFORMATION

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Issuer's auditor:

KPMG AB

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Principally Responsible Auditor: Hans Åkervall
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APPENDIX – CERTAIN DEFINED TERMS

“**Arranger**” means Skandinaviska Enskilda Banken AB (publ).

“**Australian Covered Bond Programme**” means the programme established by SCBC for the issuance of covered bonds in Australia.

“**Dealers**” means Danske Bank A/S, Danmark, Sverige Filial , Nordea Bank Finland Abp, Nykredit Bank A/S Danmark, Sverige Filial, Skandinaviska Enskilda Banken AB (publ), Svenska Handelsbanken AB (publ), and Swedbank AB (publ), or such other dealers as stated in the relevant Final Terms.

“**Covered EMTN Programme**” means the programme established by SCBC for the issuance of euro medium term covered notes.

“**CRA Regulation**” means Regulation (EC) No. 1060/2009 (as amended) on credit rating agencies.

“**Currency Swaps**” means currency swaps entered into from time to time between SCBC and SBAB or other third party counterparties (in such capacity, each, a “**Currency Swap Provider**”) in order to hedge currency risks arising from (a) covered bonds which are issued in currencies other than SEK and (b) assets (other than mortgage loans and Eligible Swaps) which are registered to the cover pool and are denominated in currencies other than SEK.

“**Eligible Swap Provider**” means the Cover Pool Swap Providers, the Currency Swap Providers and the Interest Rate Swap Providers.

“**Eligible Swaps**” means each Cover Pool Swap, each Currency Swap and each Interest Rate Swap.

“**Euro**” or “**EUR**” means the single currency of the participating member states in accordance with the legislation of the European Community relating to Economic and Monetary Union.

“**Final Terms**” means in respect of each Covered Bond Loan, the final term document for such loan, substantially in the form set out in Section “*Swedish Language Form of Final Terms*”.

“**General Terms and Conditions**” means the general terms and conditions for the Covered Bond Loans set out in Section “*Swedish Language General Terms and Conditions for Covered Bond Loans*”.

“**Interest Rate Swaps**” means interest rate swaps entered into from time to time between SCBC and SBAB or other third party counterparties (in such capacity, each, an “**Interest Rate Swap Provider**”) in order to hedge SBAB’s interest risk in SEK and/or other currencies to the extent that they have not been hedged by a Cover Pool Swap or a Currency Swap.

“**Master Sale Agreement**” means the master sale agreement entered into between SCBC and SBAB on 2 June 2006 (which took effect as of 5 May 2006), pursuant to which SCBC acquired an initial portfolio of loans from SBAB and has continued to acquire loans from SBAB.

“**Moody’s**” means Moody’s Investors Service Limited.

“Other Covered Bond Holders” means holders of covered bonds other than Covered Bonds (i.e. covered bonds issued under the Covered EMTN Programme, the Australian Covered Bond Programme as well as covered bonds issued under other covered bond programmes or on a stand-alone basis).

“SBAB” means SBAB Bank AB (publ).

“SBAB Group” means SBAB and its subsidiaries from time to time, including on the date hereof FriSpar Bolån AB and SCBC.

“Standard & Poor’s” means Standard & Poor’s Credit Market Services Europe Limited.

“Swedish Kronor” or **“SEK”** means the lawful currency of Sweden.

“Subordination Agreement” means the subordination agreement entered into between SCBC and SBAB on 2 June 2006 (which took effect as of 5 May 2006), pursuant to which SBAB has agreed that all its claims against SCBC (except in relation to claims deriving from Eligible Swaps) will be subordinated to all unsubordinated claims against SCBC in SCBC’s bankruptcy.

Unless a contrary indication appears, any reference in this Prospectus to:

- (a) any agreement or instrument is a reference to that agreement or instrument as replaced, supplemented, amended, novated or varied from time to time;
- (b) a “regulation” includes any regulation, rule or official directive (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (c) a provision of law is a reference to that provision as amended or re-enacted; and
- (d) a time of day is a reference to Stockholm time unless otherwise indicated or the context otherwise requires.

All uniform resource locators (URL) in this Prospectus are inactive textual references only and are not intended to incorporate the content of any website into this Prospectus.