



The Mortgage Society of Finland

as Issuer

Programme for the Issuance of Senior Unsecured Notes, Subordinated Debentures and Covered Bonds

1,500,000,000 euros

Under this 1,500,000,000 euros note issuance programme (the “**Programme**”), the Mortgage Society of Finland (hereinafter “**Hypo**” or the “**Issuer**”) may from time to time issue senior and unsecured notes (“**Senior Unsecured Notes**”), subordinated debentures (“**Subordinated Debentures**”) and covered bonds under the Finnish Act on Mortgage Credit Bank Activity (*Laki kiinnitysluottopankkitoiminnasta 688/2010*) (the “**MCBA**”) (“**Covered Bonds**”) denominated mainly in euro (the Senior Unsecured Notes, the Subordinated Debentures and the Covered Bonds together the “**Notes**”). The Notes will be subject to a minimum maturity of one year. The Programme provides that Notes may be listed on the Helsinki Stock Exchange maintained by Nasdaq Helsinki Ltd (the “**Helsinki Stock Exchange**”) as specified in the final terms of the relevant tranche of Notes (the “**Tranche of Notes**”) (the “**Final Terms**”). The Issuer may also issue unlisted Notes.

This Base Prospectus (the “**Base Prospectus**”) should be read and construed together with any supplement hereto and with any other documents incorporated by reference herein, and, in relation to any Series of Notes (as defined above) and with the Final Terms of the relevant Tranche of Notes. See “Information Incorporated by Reference”.

Besides filing this Base Prospectus with the Finnish Financial Supervisory Authority (the “**FIN-FSA**”), neither the Issuer nor the Arranger (as defined below), have taken any action, nor will they take any action, to render the public offer of the Notes or their possession, or the distribution of this Base Prospectus or any other documents relating to the Notes admissible in any other jurisdiction than Finland requiring special measures to be taken for the purpose of a public offer.

As at the date of this Base Prospectus, the Issuer has long- and short-term counterparty credit ratings BBB/A-3 by Standard & Poor’s Credit Market Services Europe Limited. Covered Bonds issued under the Programme are expected to be rated AAA by Standard & Poor’s Credit Market Services Europe Limited. Notes issued pursuant to the Programme may be rated or unrated. Where an issue of Notes is rated, its rating will be specified in the applicable Final Terms.

The Notes have not been, and will not be, registered under the U.S. Securities Act 1933, as amended (the “**Securities Act**”), or with any securities regulatory authority of any state of the United States. This Base Prospectus or the Final Terms are not to be distributed to the United States or in any other jurisdiction where it would be unlawful. The Notes may not be offered, sold, pledged or otherwise transferred, directly or indirectly, within the United States or to, for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act (the “**Regulation S**”), except to a person who is not a U.S. Person (as defined in Regulation S) in an offshore transaction pursuant to Regulation S.

Investment in the Notes to be issued under the Programme involves certain risks. Prospective investors should carefully acquaint themselves with such risks before making a decision to invest in the Notes. The principal risk factors that may affect the Issuer’s ability to fulfil its obligations under the Notes are discussed under “**Risk Factors**” below.

Arranger



IMPORTANT INFORMATION

In this Base Prospectus, the terms “**Hypo**” and the “**Issuer**” refer to the Mortgage Society of Finland and the term “**Hypo Group**” refers to Hypo and its consolidated subsidiaries. In this Base Prospectus, the term “**Arranger**” refers to Nordea Bank Finland Plc in its capacity as the arranger of the Programme and the term Lead Manager(s) refers to any bank acting as arranger in a Series of Notes. Further, the term “**Noteholder**” refers to an investor that has made an investment in the Notes under the Programme.

The Arranger is acting exclusively for Hypo as an arranger of the Programme and will not be responsible to anyone other than Hypo for providing the protections afforded to their respective clients nor giving investment or other advice in relation to the Programme or the Notes.

This Base Prospectus has been prepared in accordance with the Finnish Securities Markets Act (746/2012, as amended) (the “**Finnish Securities Markets Act**”), the Finnish Ministry of Finance Decree on prospectuses referred to in Chapters 3 to 5 of the Finnish Securities Markets Act (1019/2012), the Commission Regulation (EC) No 809/2004, as amended, in application of the Annexes V, VI, XI, XX and XXII thereof, and the regulations and guidelines of the FIN-FSA. The FIN-FSA, which is the competent authority for the purposes of Directive 2003/71/EC, as amended (the “**Prospectus Directive**”) and relevant implementing measures in Finland, has approved this Base Prospectus (journal number FIVA 14/02.05.04/2016), but assumes no responsibility for the correctness of the information contained herein. Hypo will, as deemed necessary, supplement the Base Prospectus with updated information pursuant to Chapter 4, Section 14 of the Finnish Securities Markets Act.

Hypo does not undertake to supplement this Base Prospectus on a periodic basis (for example, following the announcement of each quarterly interim report by Hypo). However, Hypo will supplement this Base Prospectus when required in accordance with the mandatory provisions of Finnish law. Otherwise, neither the delivery of this Base Prospectus nor any sale nor delivery made hereunder shall create any implication that there has been no change in the affairs of Hypo since the date of this Base Prospectus or that the information herein is correct as of any time subsequent to the date of this Base Prospectus. The Arranger expressly does not undertake to review the financial condition or affairs of Hypo during the life of the Programme or to advise any investor in the Notes of any information coming to their attention.

The Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes issued under the Programme and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Notes (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by Hypo, the Arranger or the Lead Manager(s) that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Notes should purchase any Notes. In making an investment decision, each investor must rely on their examination, analysis and enquiry of Hypo and the terms and conditions of the relevant Tranche of Notes, including the risks and merits involved. Neither Hypo, the Arranger the Lead Manager(s) nor any of their respective affiliated parties nor representatives, is making any representation to any offeree or subscriber of the Notes regarding the legality of the investment by such person. Investors are required to make their independent assessment of the legal, tax, business, financial and other consequences of an investment in the Notes.

Neither the Arranger nor the Lead Manager(s) have independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Arranger or the Lead Manager(s) as to the accuracy or completeness of the information contained or incorporated in this Base Prospectus or any other information provided by Hypo in connection with the Programme. Notwithstanding the responsibilities and liabilities, if any, which may be imposed on the Arranger or the Lead Manager(s) by Finnish laws or under the regulatory regime of any other jurisdiction where exclusion of liability under the relevant regulatory regime would be illegal, void or unenforceable, the Arranger or the Lead Manager(s) does not accept any responsibility whatsoever for the contents of this Base Prospectus or for any statement made or purported to be made by it, or on its behalf, regarding Hypo and the Notes. The Arranger and the Lead Manager(s) accordingly disclaims any and all liability whether arising in tort, contract, or otherwise (save as referred to above) which they might otherwise have in respect of this Base Prospectus or any such statement.

No person is or has been authorised by Hypo to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by Hypo, the Arranger or the Lead Manager(s). Nothing contained in this Base Prospectus is, or shall be relied upon as, a promise or representation by Hypo, the Arranger or the Lead Manager(s) as to the future. Investors are advised to inform themselves of any press release published by Hypo.

This Base Prospectus has been prepared in English only. However, a summary of information relating to the Issuer, the Programme, the Notes and certain risk factors relating to the Issuer, the Programme and the Notes has been prepared in Finnish. In making an investment decision, investors must rely on their own examination of Hypo and the terms and conditions of the Notes, including the merits and risks involved.

The distribution of this Base Prospectus may in certain jurisdictions be restricted by law, and this Base Prospectus may not be used for the purpose of, or in connection with, any offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. No actions have been taken to register or qualify the Notes, or otherwise to permit a public offering of the Notes, in any jurisdiction outside of Finland. Hypo, the Arranger and the Lead Manager(s) expects persons into whose possession this Base Prospectus comes to inform themselves of and observe all such restrictions. Neither Hypo, the Arranger nor the Lead Manager(s) accepts any legal responsibility for any violation by any person, whether or not a prospective purchaser of the Notes is aware of such restrictions. In particular, this Base Prospectus may not be sent to any person in the United States, Australia, Canada, Japan, Hong Kong, Singapore or any other jurisdiction in which it would not be permissible to deliver the Notes and the Notes may not be offered, sold, resold, transferred or delivered, directly or indirectly, in or into any of these countries.

The Notes are governed by Finnish law and any disputes arising in relation to the Notes shall be settled exclusively by Finnish courts in accordance with Finnish law.

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SUMMARY

The summary is made up of disclosure requirements known as “elements”. These elements are numbered in Sections A – E (A.1 – E.7).

This summary contains all the Elements required to be included in a summary for this type of securities and issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Items in italics will be complemented in the summary of the individual issue of each Tranche of Notes.

Even though an Element may be required to be included in the summary because of the type of securities or issuer, it is possible that no relevant information can be given regarding the Element. In such case a short description of the Element is included in the summary with the mention of “Not applicable”.

Section A – Introduction and warnings

A.1.	Warning	<p>The following summary has not been intended as a comprehensive presentation, but should be read as an introduction to the Base Prospectus regarding the programme for the Issuance of Notes of the Mortgage Society of Finland (hereinafter “Hypo”) (the “Programme”) dated 1 April 2016. Any decision to invest in the Notes issued under the Programme must be based on consideration of the Base Prospectus as a whole including the information incorporated into it by reference and the Final Terms of the relevant Tranche of Notes.</p> <p>Certain terms used in this summary are defined elsewhere in this Base Prospectus.</p> <p>The civil liability for any errors in this summary attaches to persons responsible for this Base Prospectus only if this summary is misleading, inaccurate or inconsistent when read together with other parts of this Base Prospectus, or if the summary together with other sections of this Base Prospectus does not provide essential information to assist the Noteholders when they are considering investing in the Notes issued under the Programme.</p> <p>If a claim relating to information contained in the Base Prospectus is brought before a court outside Finland, the plaintiff might, under the legislation of a jurisdiction within the European Economic area, have to bear the costs of the translating the prospectus before the legal proceedings are initiated.¹</p>
A.2.	Consent to the use of the Base Prospectus	Not applicable.

Section B – The Issuer

B.1	The Legal and commercial name of the Issuer	The Mortgage Society of Finland (<i>in Finnish</i> : Suomen Hypoteekkiyhdistys). The Issuer further uses the name “Hypo” in certain of its commercial activities.
B.2	The domicile and legal form of the Issuer, the legislation under which the Issuer operates and its country of incorporation	Hypo is a Finnish credit institution established in accordance with Finnish law and subject to the Act on Credit Institutions (121/2007) and the Act on Mortgage Societies (936/1978). The FIN-FSA has on 29 January 2016 granted Hypo a license for mortgage banking activity (in Finnish: <i>kiinnitysluottopankkitoiminta</i>) in accordance with the Finnish Act on Mortgage Credit Bank Activity (688/2010, the MCBA) enabling Hypo to issue covered bonds in accordance with the MCBA.

¹ If Notes under the Programme were to be issued in some other country belonging to the European Economic Area than Finland, the issuer may in such situation be liable to translate only the summary to the language of such country in question. In connection with possible legal proceedings the court of the country in question may require the translation of the entire Base Prospectus.

B.4b	Description of the most significant recent trends affecting the Issuer and the industries in which it operates	Hypo and the industry in which it operates are mainly influenced by the industry's general conditions in the market such as prevailing low interest level, increasing level of banking regulation and trends in the Finnish housing market.
B.5	Description of Hypo Group to which the Issuer belongs and the Issuer's position within Hypo Group	Hypo is a parent company that fully owns its subsidiary Suomen Asuntohypopankki Oy. In addition, Hypo owns 59.5 per cent of a housing company Bostadsaktiebolaget Taos. Hypo further partly-owns housing companies that are affiliate companies.
B.9	Profit forecast	The following is stated in the management report attached to the financial statements of 2015: "We estimate that the Finnish economy will start a sluggish growth in 2016 even though the continuous uncertainty of the world economy or the unstable labor market conditions darken the Finnish economic growth prospects and may halt the slow growth. In Finland, the construction accelerates as the urbanization continues strong and housing market in the major growth centers keeps running despite the economic uncertainties. Low interest rates support housing loan demand). As an expert organization specialized in housing and house financing operating in growth centers, Hypo has a good opportunity to continue its profitable growth. These prospects are further enhanced by the start of mortgage bank activities in the first half of 2016. We estimate the 2016 operating profit to reach at least the level of 2015."
B.10	Description of the nature of any qualifications in the audit report on the historical financial information	Not applicable. There are no qualifications in the audit reports concerning historical financial information.
B.12	Selected historical key financial information regarding the Issuer, prospects for development, significant changes	In years 2015 and 2014, the Issuer's key figures have developed as follows:

CONSOLIDATED INCOME STATEMENT, IFRS		
As at and for the year ended 31 December		
1,000 €	2015	2014
Interest income	20,960.0	21,070.7
Interest expenses	-16,386.2	-14,643.2
NET INTEREST INCOME	4,573.8	6,427.5
Income from equity investments		
From other companies	0.00	84.0
Fee and commission income	3,469.2	3,658.9
Fee and commission expenses	-53.0	-48.6
Net income from securities and foreign currency transactions		
Net income from securities	-569.5	-101.0
Net income from foreign currency transactions	0.5	-1.0
Net income from available for sale financial assets	2,474.2	2,880.8
Net income from investment properties	6,783.0	4,362.5
Other operating income	-6.8	-6.5
Administrative expenses		
Personnel expenses		
Salaries and remuneration	-4,390.0	-4,662.6
Indirect personnel expenses		
Pension expenses	-982.9	-1,110.6
Other indirect personnel expenses	-95.7	-319.1
Other administrative expenses	-2,564.2	-2,763.0
Total administrative expenses	-8,032.9	-8,855.4
Depreciation and impairment losses on tangible and intangible assets	-375.1	-312.1
Other operating expenses	-746.5	-560.1
Impairment losses on loans and other commitments	6.0	-31.1
OPERATING PROFIT	7,522.7	7,498.0
Income taxes	-1,314.9	-1,330.3
OPERATING PROFIT AFTER TAX	6,207.9	6,167.7
PROFIT FOR THE PERIOD	6,207.9	6,167.7

CONSOLIDATED COMPREHENSIVE INCOME STATEMENT, IFRS

As at and for the year ended 31 December

1 000 €	2015	2014
Profit for the period	6,207.9	6,167.7
Other comprehensive income		
Items that may subsequently be reclassified to profit or loss		
Change in fair value reserve		
Cash flow hedges	1,241.3	309.0
Available for sale financial assets	-1,557.0	703.6
	-315.7	1,012.7
Changes in the corporate tax rate		
Deferred tax on credit loss provisions		
Deferred tax on revaluation reserve		
IAS deferred tax on the pension foundation		
Items that will not subsequently be reclassified to profit or loss		
Revaluation of defined benefit pension plans	324.5	719.4
Effect of changes in ownership of Bostads Ab Taos	3.1	
Adjustment compared to previous financial year	-62.3	
	265.3	719.4
Total other comprehensive income	-50.5	1,732.0

COMPREHENSIVE INCOME FOR THE PERIOD	6,157.4	7,899.7
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CONSOLIDATED BALANCE SHEET 31 DECEMBER, IFRS		
1,000 €	2015	2014
ASSETS		
Cash assets	170,000.0	75,000.0
Debt securities eligible for refinancing with central banks		
Treasury bills		
Other	270,650.5	111,070.4
	270,650.5	111,070.4
Receivables from credit institutions		
Repayable on demand	11,404.9	35,085.8
Other	786.4	159.3
	12,191.3	35,245.1
Receivables from the public and public sector entities		
Other than those repayable on demand	1,420,711.2	1,204,041.8
Debt securities		
From others	2,051.5	5,090.7
	2,051.5	5,090.7
Shares and holdings	132.4	113.4
Derivative financial instruments	510.4	0.0
Intangible assets		
Other long-term expenditure	1,927.8	948.5
Tangible assets		
Investment properties and shares and holdings in investment properties	67,784.8	54,356.9
Other properties and shares and holdings in housing property corporations	939.2	842.6
Other tangible assets	330.5	273.4
	69,054.5	55,472.9
Other assets	8,029.7	7,762.1
Accrued income and prepaid expenses	3,640.7	4,506.1
Deferred tax receivables	577.8	663.8
TOTAL ASSETS	1,959,477.6	1,499,914.8

As at 31 December		
1,000 €	2015	2014
LIABILITIES		
LIABILITIES		
Liabilities to credit institutions		
Central banks	20,000.0	35,000.0
Credit institutions		
Repayable on demand		16,824.7
Other than those repayable on demand	131,385.7	148,549.9
	151,385.7	200,374.6
Liabilities to the public and public sector entities		
Deposits		
Repayable on demand	516,063.0	192,068.3
Other than those repayable on demand	522,879.5	275,995.4
	1,038,942.5	468,063.7
Other liabilities		
Other than those repayable on demand	34,028.9	40,339.7
	1,072,971.4	508,403.4
Debt securities issued to the public		
Bonds	521,878.6	518,423.4
Other	69,451.3	130,028.7
	591,329.9	648,452.1
Derivative financial instruments	5,627.4	7,856.7
Other liabilities		
Other liabilities	7,862.4	8,125.9
Accrued expenses and deferred income	6,061.3	4,551.0
Subordinated liabilities		
Other	13,469.7	17,962.1
Deferred tax liabilities	9,219.9	8,796.5
EQUITY		
Basic capital	5,000.0	5,000.0
Other restricted reserves		
Reserve fund	22,794.7	22,793.8
Fair value reserve		
From cash flow hedging	-1,413.8	-2,655.1
From fair value recognition	-749.1	807.9
Defined benefit pension plans		
Actuarial gains/losses	1,531.8	1,207.4
Unrestricted reserves		
Other reserves	22,923.5	22,923.5
Retained earnings	45,254.9	39,147.4
Profit for the period	6,207.9	6,167.7
	101,550.0	95,392.6
TOTAL LIABILITIES AND EQUITY	1,959,477.6	1,499,914.8

CONSOLIDATED CASH FLOW STATEMENT		
As at and for the year ended 31 December		
1,000 €	2015	2014
Cash flow from operating activities		
Interest received	20,866.3	20,586.8
Interest paid	-15,750.1	-15,177.7
Fee income	3,439.5	3,665.9
Fee expenses	-53.0	-48.6
Net income from securities and foreign currency transactions	-569.1	-101.9
Net income from available-for-sale financial assets	2,474.2	2,880.8
Net income from investment properties	7,925.8	3,246.5
Other operating income	-6.8	-6.5
Administrative expenses	-6,923.5	-7,778.7
Other operating expenses	-844.7	-703.9
Credit and guarantee losses	6.0	-31.1
Income taxes	-1,272.6	-1,227.2
Total net cash flow from operating activities	9,292.0	5,304.4
Operating assets increase (-) / decrease (+)		
Receivables from customers (lending)	-214,610.2	-228,501.9
Investment properties	-16,645.8	-4,180.8
Operating assets increase (-) / decrease (+) total	-231,255.9	-232,682.8
Operating liabilities increase (+) / decrease (-)		
Liabilities to the public and public sector entities (deposits)	570,878.8	152,841.0
Operating liabilities increase (+) / decrease (-) total	570,878.8	152,841.0
NET CASH FLOWS ACCRUED FROM OPERATING ACTIVITIES	348,914.9	-74,537.4
Cash flows from investments		
Change in fixed assets	-1,508.1	-510.5
Equity investments increase (-) / decrease (+)	-18.9	
Dividends received		84.0
NET CASH FLOWS ACCRUED FROM INVESTMENTS	-1,527.1	-426.5
Cash flows from financing		
Bank loans, new withdrawals	40,608.5	364,062.2
Bank loans, repayments	-89,597.3	-354,784.2
Other liabilities increase (+) / decrease (-)	-7,185.6	-6,073.1
Bonds, new issues	180,569.8	258,330.7
Bonds, repayments	-178,226.3	-152,547.2
Certificates of deposit, new issues	208,286.5	274,108.8
Certificates of deposit, repayments	-268,863.9	-260,484.1
Subordinated liabilities, new withdrawals	35.9	967.4
Subordinated liabilities, repayments	-4,528.3	-4,839.9
NET CASH FLOWS ACCRUED FROM FINANCING	-118,900.8	118,740.5
NET CHANGE IN CASH AND CASH EQUIVALENTS	228,487.1	43,776.6
Cash and cash equivalents at the beginning of the period	226,406.2	182,629.5
Cash and cash equivalents at the end of the period	454,893.2	226,406.2
CHANGE IN CASH AND CASH EQUIVALENTS	228,487.1	43,776.6

OWN FUNDS AND CAPITAL ADEQUACY		
As at 31 December		
1,000 €	2015	2014
Equity	101,550.0	95,392.6
Fair value reserve	1,413.8	1,847.1
Revaluation of defined benefit pension plans	-1,531.8	-1,207.4
Surplus from defined benefit pension plans	-5,880.2	-5,515.1
Common Equity Tier 1 (CET1) before deductions	95,551.7	90,517.3
Intangible assets	-1,542.2	-758.8
Common Equity Tier 1 (CET1)	94,009.5	89,758.5
Additional Tier 1 equity before deductions		
Deductions from additional Tier 1 equity		
Additional Tier 1 equity (AT1)		
Tier 1 equity (T1 = CET1 + AT1)	94,009.5	89,758.5
Tier 2 equity	0.00	807.9
Total own funds (TC = T1 + T2)	94,009.5	90,566.4
Total risk-weighted items	682,150.8	595,458.2
of which credit risk	653,785.3	568,925.6
of which market risk	2.4	
of which operational risk	28,363.1	26,532.7
of which other risks	0.00	0.00
Common Equity Tier 1 (CET1) in relation to risk-weighted items (%)	13.78	15.07
Tier 1 equity (T1) in relation to risk-weighted items (%)	13.78	15.07
Total own funds (TC) in relation to risk-weighted items (%)	13.78	15.21

Capital adequacy has been calculated in accordance with the EU Capital Requirements Regulation (CRR, EU 575/2013).

The capital adequacy requirement for the credit risk is calculated using the standard method. The capital adequacy requirement for the operational risk is calculated using the basic method.

Since 1.1.2015 unrealised valuations are included in Common Equity Tier 1.

Until 31.12.2014 negative unrealised valuations were included in Common Equity Tier 1, and positive unrealised valuations were included in Tier 2 equity.

KEY FINANCIAL INDICATORS	IFRS	IFRS
Hypo Group	2015	2014
Turnover, EUR million	34.4	32.7
Operating profit/profit before appropriations and taxes, EUR million	7.5	7.5
Operating profit, % of turnover	21.9	22.9
Return on equity (ROE), %	6.7	6.7
Return on assets (ROA), %	0.4	0.5
Leverage ratio, %	5.2	6.4
Capital adequacy, %	13.8	15.2
CET 1 Capital ratio, %	13.8	15.1
Own funds, EUR million	94.0	90.6
Common Equity Tier 1 funds, EUR million	94.0	89.8
Minimum requirement of own funds, EUR million*	71.6	47.6
Cost-to-income ratio, %	54.9	56.4
Average number of personnel**	55	52
Salaries and remuneration, EUR million	3.8	4.1
Non-performing receivables, % of loan portfolio	0.16	0.23
Loan-to-value ratio (average LTV), %	41.1	44.9
Loans/deposits, %	136.6	237.3
Receivables from the public and public sector entities	1,420.7	1,204.0
Deposits (incl. deposits of financial institutions)	1,040.0	507.4
Balance sheet total, EUR million	1,959.5	1,499.9

* Since 1.1.2015 the general minimum requirement of own funds 10.5 %, until 31.12.2014 8 %.

**Including employees in permanent and fixed-term employment relationships, but excluding the CEO and the COO.

Capital adequacy has been calculated in accordance with the EU Capital Requirements Regulation (CRR, EU 575/2013) since 2013.

DEFINITIONS OF KEY INDICATORS

Turnover =	interest income + income from equity investments + fee income + net income from available-for-sale financial assets + net income from currency operations and securities trading + income from investment properties + other operating income	
Return on equity % (ROE) =	$\frac{\text{operating profit} - \text{income taxes}}{\text{equity} + \text{accumulated appropriations less deferred tax liabilities}} \times 100$ (average total at the beginning and end of the year)	* 100
Return on assets % (ROA) =	$\frac{\text{operating profit} - \text{income taxes}}{\text{average balance sheet total}} \times 100$ (average total at the beginning and end of the year)	* 100
Leverage ratio, % =	$\frac{\text{equity} + \text{accumulated appropriations less deferred tax liabilities}}{\text{balance sheet total}} \times 100$	* 100
Capital adequacy, % =	$\frac{\text{own funds}}{\text{total risk}} \times 100$	* 100
Cost-to-income ratio, % =	$\frac{\text{administrative expenses} + \text{depreciation and impairment losses on tangible and intangible assets} + \text{other operating expenses}}{\text{net interest income} + \text{income from equity investments} + \text{net fee income} + \text{net income from available-for-sale financial assets} + \text{net income from currency operations and securities trading} + \text{net income from investment properties} + \text{other operating income}} \times 100$	* 100

		The latest audited annual report of Hypo concerns the financial period that ended 31 December 2015. There has been no significant change in the financial position or negative change of prospects of Hypo or Hypo Group since 31 December 2015, except that the FIN-FSA has on 29 January 2016 granted Hypo a license to engage in mortgage credit bank activities (in Finnish: <i>kiinnitysluottopankkitoiminta</i>) in accordance with Section 10 of the Finnish Act on Mortgage Credit Bank Activity (688/2010, the MCBA) enabling Hypo to issue covered bonds in accordance with the MCBA.
B.13	Description of any recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency	Not applicable. According to the knowledge of Hypo, no recent events that would be significant in estimating the repayment ability of Hypo exist.
B.14	The Issuer's dependence upon other entities within Hypo Group	Not applicable. Hypo is the parent company of Hypo Group and is not dependent on other companies belonging to Hypo Group except for the depository fund-raising of Suomen Asuntohypopankki Oy.
B.15	Description of the Issuer's principal activities	<p>Hypo Group is an expert organisation specializing in home financing and housing in Finland. With the help of its internet and phone services Hypo Group serves its customers in different parts of Finland from its customer premises located in the very centre of Helsinki. The headquarters of Hypo Group are located in Helsinki.</p> <p>Hypo operates in retail banking in accordance with the credit institution authorisation. The objective of Hypo is to constantly create alternative, customer-focused solutions to home financing and housing products, in addition to its traditional services. The special purpose of Hypo is, in accordance with the Act on Mortgage Societies, to use funds mostly acquired as long-term loans to grant long-term loans mainly against a mortgage or other safeguarding collateral. The FIN-FSA has on 29 January 2016 granted Hypo a license to engage in mortgage credit bank activities (in Finnish: <i>kiinnitysluottopankkitoiminta</i>) in accordance with Section 10 of the Finnish Act on Mortgage Credit Bank Activity (688/2010, the MCBA) enabling Hypo to issue covered bonds in accordance with the MCBA.</p> <p>Homes and residential land owned and rented out by Hypo enable Hypo Group to offer its customers a more comprehensive selection of housing products and services. Hypo's properties are located in growth centres, mainly in the Helsinki Metropolitan Area, distributed across key residential areas. These properties mainly consist of apartments that have been rented out as well as residential land that has been rented for a long term to housing companies which will purchase them gradually.</p> <p>Hypo's subsidiary company Suomen Asuntohypopankki Oy is a deposit bank that in addition to deposit products and distribution of credit cards (no credit risk) offers its customers trustee services relating to retail banking, selected investment services and services relating to housing projects under the RS system. Suomen Asuntohypopankki Oy is a member of the Deposit Guarantee Fund and the Investors' Compensation Fund.</p>
B.16	Description of whether the Issuer is directly or indirectly owned or controlled and by whom and description of the nature of such control	Not applicable. Hypo is a credit institution owned mutually by its members, being debtors with no shares and where a member is not entitled to a portion of assets of the credit institution or the profit of the credit institution.
B.17	Credit ratings of the Issuer or its debt securities	<p>Hypo, as well as certain of its debt securities, has been assigned a credit rating at the date of this Base Prospectus. As at the date of this Base Prospectus, the Issuer has a long- and short-term counterparty credit ratings BBB/A-3 by Standard & Poor's Credit Market Services Europe Limited.</p> <p><i>[Series of Notes have been rated [●] / Series of Notes have been unrated. / Series of Notes are expected to be rated]</i></p>

B.18	Description of the nature and scope of the guarantee	<p><i>[To be included only in summaries relating to issuances of Covered Bonds:]</i></p> <p><i>[The Covered Bonds are covered by the Cover Asset Pool. In calculating the total value of the Cover Asset Pool, the following limitations apply:</i></p> <ol style="list-style-type: none"> <i>1) at most 70 per cent of the underlying value of the shares or the real estate securing each Housing Loan; and</i> <i>2) the book value of the Substitute Collateral.</i> <p><i>In respect of the priority of the holders of the Covered Bonds, under Section 25 of the MCBA, the priority is limited to 70 per cent in respect of Housing Loans of the current value, as at the date of the liquidation or bankruptcy of the Issuer, of the properties or the shares in the property owning companies which stand as collateral for such Housing Loans. To the extent that claims of the Noteholders in relation to the Covered Bonds are not fully met out of the assets of the Issuer that are covered in accordance with the MCBA, the residual claims of the holders of Covered Bonds will rank pari passu with the unsecured and unsubordinated obligations of the Issuer.]</i></p> <p><i>[/Not applicable]</i></p>
B.19	Information about the guarantor	Not applicable.
Section C - The Notes		
C.1	Description of the type and the class of the securities being offered	<p>Under the Programme Hypo can issue (i) Senior Unsecured Notes that rank <i>pari passu</i> with the other senior unsecured obligations of the Issuer (ii) Subordinated Debentures that rank lower in priority than other obligations and commitments of Hypo (as defined in the General Terms and Conditions), and (iii) Covered Bonds that rank <i>pari passu</i> among themselves and with all other obligations of the Issuer in respect of mortgage-backed notes covered in accordance with the MCBA (including pursuant to Sections 25 and 26 of the MCBA) as well as all Derivative Transactions and Bankruptcy Liquidity Loans entered into the Register.</p> <p>The Notes are issued as book-entry securities incorporated into the book-entry system of Euroclear Finland Ltd (“Euroclear Finland”). The maximum amount of Notes issued under the Programme is 1,5 billion euros.</p> <p><i>[The Notes issued are Senior Unsecured Notes]/[The Notes issued are Subordinated Debentures]/[The Notes issued are Covered Bonds]</i></p> <p>Notes are issued in series (each a “Series of Notes”) and Notes of each Series of Notes will all be subject to identical terms (except issue price, issue date and interest commencement date, which may or may not be identical) whether as to currency, denomination, interest or maturity or otherwise. Further tranches of Notes (which may differ with other Tranches issued under the Series of Notes in issue price, issue date and interest commencement date) (each a “Tranche”) may be issued as part of an existing Series of Notes.</p> <p><i>The name of the Series of Notes is [●].</i></p> <p><i>The Tranche number is [●].</i></p> <p><i>The ISIN code of the Series of Notes is [●].</i></p>
C.2	Currencies	The currency of the Notes is euro (“ EUR ”) and/or such other currency or currencies as may be separately resolved by the Issuer upon each issuance of the Notes under the Programme, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.

		<i>[The currency of the Series of Notes is [●]]</i>
C.5	Description of any restrictions on the free transferability of the Notes	Each Note will be freely transferable after it has been registered into the respective book-entry account.
C.8	Description of the Rights attaching to the Notes, including ranking and limitations to those rights	<p>Interest on the Notes and the principal are paid in accordance with the laws concerning the book-entry system and book-entry accounts and the regulations and decisions of Euroclear Finland, to the person who is, according to the book-entry account information, entitled to receive the payment.</p> <p><i>[The Notes of the Series of Notes are Senior Unsecured Notes that constitute direct, unsecured and unguaranteed obligations which rank pari passu with each other and with the Issuer's other unsecured and unsubordinated commitments, except for commitments that have higher priority under mandatory laws.]</i></p> <p><i>[The Notes of the Series of Notes are Subordinated Debentures. The Subordinated Debentures have a lower priority than the other commitments of Hypo. The Subordinated Debentures cannot be used to set off a counterclaim.]</i></p> <p><i>[The Notes of the Series of Notes are Covered Bonds that rank pari passu with the other mortgage-backed notes covered in accordance with the MCBA as well as all Derivative Transactions and Bankruptcy Liquidity Loans.]</i></p> <p><i>[The Notes are [Senior Unsecured Notes][Subordinated Debentures] and hence the definition Event of Default applies to the Notes.][The Notes are Covered Bonds and hence the definition Event of Default does not apply to the Notes.]</i></p>
C.9	Interest, Maturity and Yield	<p>A fixed rate interest or a floating rate interest linked to a reference rate is paid on the Notes. The calculation of the interest begins on the issue date of the Notes.</p> <p>The floating reference rate can be EURIBOR or other relevant reference rate, such as STIBOR, CIBOR, NIBOR or LIBOR (“OTHER”) if the issuance has been made in other currency than EUR. The margin will be added to the reference rate.</p> <p>The floating reference interest rate (being either LIBOR, EURIBOR, NIBOR, CIBOR or STIBOR, as specified in the applicable Final Terms) which appears or appear, as the case may be, on the relevant screen page of a designated distributor (currently Thomson Reuters), or such replacement page on a service which displays the information, as at 11.00 a.m. (London time in the case of LIBOR, Brussels time in the case of EURIBOR, Oslo time in the case of NIBOR, Copenhagen time in the case of CIBOR or Stockholm time in the case of STIBOR) two applicable Business Days (as specified in the applicable Final Terms) prior to the beginning of the interest period. If the interest period does not correspond to any time period provided on the designated distributor's page, the interest is calculated by interpolating the ratio of time with two reference interest rates closest to the above-mentioned interest period, between which the interest period settles.</p> <p>If a EURIBOR or OTHER quotation or a quotation replacing it is not available, a reference rate for the closest corresponding interest period agreed on by the Lead Manager(s) and the Issuer, and based on the prevailing EURIBOR interest rate level in Finland and OTHER interest rate level in the relevant country, is used. The margin will be added to the reference rate.</p> <p><i>[The fixed interest rate of the Notes is [●] per cent p.a.]</i></p> <p><i>[The floating interest rate of the Notes is [●] months EURIBOR/OTHER: LIBOR, NIBOR, CIBOR, STIBOR + [●] per cent p.a.]</i></p> <p><i>[The Notes bear no interest.]</i></p> <p><i>[The minimum interest for the Notes is [●] per cent p.a.]</i></p> <p><i>[The maximum interest for the Notes is [●] per cent p.a.]</i></p>

		<p>The interest payment dates are [●] [and [●] beginning and ending on the maturity date of the Notes. [The first interest period begins on [●] and ends on [●].]</p> <p>The maturity of the Notes is minimum of one year.</p> <p>[The principal of the Notes is to be repaid on the Maturity Date]/ [The principal of the Notes is to be repaid in instalments [define the amounts of the instalments].]</p> <p>The effective yield of the Notes depends on issue price of the Notes. It is not an indication of the future yield.</p> <p>The effective yield of the Notes on the issue date, while the issue price is [●], is [●] per cent.</p> <p>Noteholders' representation: Not applicable.</p> <p>The Noteholders do not have a nominated representative.</p> <p>The Maturity Date of the Notes is [●].</p> <p>[If "Extended Maturity" is specified in the applicable Final Terms of Covered Bonds and the Issuer notifies the Issuer Agent at the latest on the fifth Business Day before the Maturity Date that it will not redeem a Series of the Notes in full on the Maturity Date or within two Business Days thereafter, the maturity of the Notes and the date on which the Notes will be due and repayable for the purposes of these Conditions will be automatically extended up to but no later than the Extended Final Maturity Date, subject as otherwise provided in the applicable Final Terms and provided that the maturity of any Note may not be extended beyond the date falling 12 months after the Maturity Date. In that event, the Issuer may redeem all or any part of the nominal amount outstanding of the Notes on an Interest Payment Date falling in any month after the Maturity Date up to and including the Extended Final Maturity Date or as otherwise provided in the applicable Final Terms.]</p> <p>[The Extended Maturity is applicable]/[The Extended Maturity is not applicable]</p> <p>[The Issuer notifies the Issuer Agent of the Extended Final Maturity Date and the applicable interest payments and interest payment dates.]</p> <p>[The Extended Final Maturity Date is [insert date]]</p> <p>[Extended Final Maturity interest provisions: [Applicable (from and including) the Maturity Date to (but excluding) the Extended Maturity Date / Not applicable]]</p> <p>(If not applicable, delete the remaining subparagraphs)</p> <p>a) Fixed Rate Provisions [Applicable / Not Applicable]</p> <p>i) Rate of interest [] per annum payable on each Interest Payment Date</p> <p>ii) Interest Payment Dates []</p> <p>iii) Minimum/maximum amount of interest [Applicable / Not applicable. If applicable, define minimum/maximum amount]</p> <p>b) Floating Rate Provisions [Applicable / Not Applicable] (If not applicable, delete the remaining subparagraphs)</p> <p>i) Rate of interest [EURIBOR] [OTHER: LIBOR/STIBOR/CIBOR/NIBOR] of [●] months Margin [●]</p>
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C.10	Derivative component in interest payment	Not applicable. The interest is not connected to a derivative.
C.11	Listing and admission to trading	<p>Hypo can apply for the Notes to be admitted for listing on the Nasdaq Helsinki Ltd (the “Helsinki Stock Exchange”) stock exchange list.</p> <p>The Notes <i>[shall / shall not]</i> be applied for listing on the Helsinki Stock Exchange.</p> <p><i>[The estimated time of listing is [●].]</i></p>
Section D – Risks		
D.2	Risks relating to the Issuer	<ul style="list-style-type: none"> • Negative economic developments and conditions in Finland and abroad can adversely affect Hypo Group's business and results of operations • Economic conditions in Finland could adversely affect the Cover Asset Pool and thereby have an adverse effect on holders of Covered Bonds • The Issuer is exposed to credit risk which refers to losses of Hypo when Hypo or some of its subsidiaries' counterparty, usually the debtor, is not able to discharge its obligations • Hypo Group is exposed to declining values on the housing and residential property collateral supporting residential lending, which is by far the most important form of collateral in Hypo's lending • Hypo Group is exposed to risks relating to the outflow of deposits • Credit ratings assigned to Hypo or to the Notes may not be accurate may be lowered, withdrawn or not maintained • Various operational losses caused inter alia by errors, outsourcing, failure to properly document transactions or agreements with customers, vendors, sub-contractors, co-operation partners and other third parties, or to obtain or maintain proper authorisation, or from customer complaints, failure to comply with regulatory requirements, failure to protect its assets, failure of physical and security protection, natural disasters or the failure of external systems and failure to fulfil its obligations, contractual or otherwise may have a negative impact on Hypo's business • Hypo Group could fail to attract or retain senior management or other key employees • Failure of executing Hypo Group's strategy or failure of the strategy itself may adversely affect the business, growth and profit of Hypo Group in the future • Hypo Group's tax burden could increase due to changes in tax rates, tax laws, or regulations or their application • Finland has implemented the European Union bank recovery and resolution

		<p>directive, and the new regime under the directive enables authorities to take a range of actions in relation to financial institutions considered to be at risk of failing. In the event that the Issuer becomes subject to recovery and resolution actions by competent authorities, the Notes may be subject to write-down on any application of the general bail-in tool, which may result in Noteholders losing some or all of their investment</p> <ul style="list-style-type: none"> • Hypo Group may not receive financing at competitive terms or at all and may fail in repaying its existing debt • Liquidity risk is inherent in Hypo Group's operations • The long-term or structural funding risk on the balance sheet may threaten the continuity of the lending as well as the financing position of Hypo Group • Materialised short-term liquidity risk would cause inability to meet payment obligations • Hypo Group's business performance could be affected if its capital adequacy ratios are reduced or perceived to be inadequate • The imbalance between the maturity of receivables and the maturity of liabilities may increase the refinancing costs and have a material adverse effect on Hypo Group's liquidity • Realisation of market price risk could require Hypo Group to recognise further write-downs or realise impairment charges, which may have a material adverse effect on Hypo Group's business, financial condition and results of operations • Fluctuations in interest rates may adversely affect Hypo Group's financial position • Hypo Group is exposed to structural foreign exchange risk which refers to the possibility of loss that results from the fluctuation of currency rates and affects Hypo Group's result. • The fair value of residential land or shares in housing companies may decrease. • The returns of holdings may decrease and eventual other losses may incur. • Concentrated location of secured properties may adversely affect Hypo Group's business
D.3	Risks relating to the Notes	<ul style="list-style-type: none"> • The Notes may not be a suitable investment for all investors. Each potential investor should, inter alia, be able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks • The Notes are subject to risks related to exchange rates and exchange controls. An increase in the value of the Investor's Currency in relation to the currency of the Notes reduces (i) the investor's counter-value on return received from the Notes, (ii) the counter-value of the principal of the Notes payable to investor and (iii) the counter-value of the market price of the Notes measured in the Investor's Currency. Also, eventual currency controls may have a negative influence on the exchange rates • The value of the Notes may be adversely affected by movements in market interest rates • The completion of transactions relating to the Notes is dependent on Euroclear Finland Ltd.'s operations and systems. The Noteholders are dependent on procedures of Euroclear Finland, or as applicable, on procedures of Clearstream or another clearing house taking responsibility for the settlement of the Notes regarding transfers, payments and information sharing with the Issuer • Modification of the General Terms and Conditions of the Notes or the Final Terms of a specific Tranche of the Notes bind all Noteholders (or in case of Final Terms, the Noteholders of such tranche) regardless of whether a Noteholder was present at the meeting or not. The modifications of the General Terms and Conditions or the specific Final Terms and other resolutions made in the Noteholders' Meetings may not be in all Noteholders' interest

		<ul style="list-style-type: none"> • There is no assurance on change of laws or practices and how such changes affect the value of the Notes and/or the position of the Noteholders • Active secondary market for the Notes may not develop. The selling of a Note prior to its due date may result in capital gains or loss • Credit ratings assigned to any Notes may not reflect all the risks associated with an investment in those Notes and may be lowered, withdrawn or not maintained <p>[Risk to be included only in the issuance of Senior Secured Bonds and Subordinated Debentures:]</p> <ul style="list-style-type: none"> • [No security is given in respect of the Senior Unsecured Notes and the Subordinated Debentures. In the event of insolvency of Hypo, and due to the fact that no security on the Senior Unsecured Notes and the Subordinated Debentures is given, the investor may lose the invested principal and/or the interest either partly or wholly] • [The assets comprising the Cover Asset Pool do not form part of the general assets of the Issuer that would be available to the holders of Senior Unsecured Notes and the Subordinated Debentures in the case of bankruptcy or liquidation of the Issuer] <p>[Risk to be included only in the issuance of Subordinated Debentures:]</p> <ul style="list-style-type: none"> • [Subordinated Debentures have a lower priority in relation to other debts of the Issuer. The investor may lose the invested subscription either partly or totally] <p>[Risks to be included only in the issuance of Covered Bonds:]</p> <ul style="list-style-type: none"> • [The Cover Asset Pool may not fully cover all claims of the holders of Covered Bonds] • [The MCBA was enacted in 2010 and there is limited practical experience in relation to the operations of the MCBA] • [The terms and conditions of the Covered Bonds do not include any events of default relating to the Issuer and therefore the terms and conditions of the Covered Bonds do not entitle holders to accelerate the Covered Bonds] • [In the event of a failure of the Cover Asset Pool to meet the matching requirements, holders of the Covered Bonds may receive payments according to a schedule that is different from that contemplated by the terms of the relevant Covered Bond] • [Default of the assets in the Cover Asset Pool may jeopardize payment on the Covered Bonds] • [A Covered Bond and the Cover Asset Pool may be transferred in case of bankruptcy of the Issuer] • [There might not be a trading market for the collateral in the qualifying cover asset pool relating to the Covered Bonds following the Issuer's insolvency] • [It might not be possible to raise sufficient liquidity following the Issuer's bankruptcy] • [Defaults under the mortgage loans and defaults by borrowers may result in the Issuer's license for mortgage bank activity to be withdrawn] • [No due diligence has or will be undertaken in relation to the Cover Asset Pool] • [Limited information is available to holders of Covered Bonds, especially in relation to the assets in the Cover Asset Pool] • [Defaults by swap counterparties exposes the Issuer to changes in the relevant rates of interest] • [The redemption date of the Covered Bonds may be extended by up to 12 months]
<p>Section E – The Offer</p>		

E.2b	Reasons for the offers under the Programme and use of proceeds	The funds received by issuing the Notes are part of Hypo's fund raising and will be used for general corporate purposes of the Issuer.
E.3	Terms and conditions of the offer	<p><i>The nature of the issue: [●]</i> <i>Subscription time: [●]</i> <i>[Subscription places: [●]]</i> <i>Condition for executing the issue: [●]</i> <i>Denomination of a book-entry unit: [●]</i> <i>[The issue price is fixed: [●]] / [The issue price is floating and will not exceed [●]]</i></p> <p>Notice of cancellation of the issue or discontinuance of subscription: A notice of the cancellation of the issue or discontinuance of the subscription due to oversubscriptions is available at the subscription places and on the website http://www.hypo.fi/en/investor-relations/.</p> <p>In case the issue is cancelled or the subscriptions are decreased due to oversubscription, the Issuer will return the amount paid for the subscription to the bank account notified by the subscriber within five (5) Business days from the date of the decision to cancel or decrease the subscription.</p>
E.4	Description of any material interest relating to the issue, including conflicts of interest	<p>The interests of the Arranger, Lead Manager(s) and possible other subscription places: customary business interests in the financial market.</p> <p><i>[The interests of another party: [●]]</i></p>
E.7	Estimated expenses charged to the investor by the Issuer	<p>Hypo does not collect fees relating to the issue or offering of the Notes from the Noteholders. [The Lead Manager(s) and possible other subscription places may collect such fees in which case they are based on the agreement between the investor and the arranger or possible other subscription place.]</p> <p><i>[The Lead Manager(s) and possible other subscription place(s) do not collect fees from the Noteholders relating to the issue or offering of the Notes. / [●] collects from the Noteholders a fee of [●] relating to the offering of the Notes.]</i></p>

TIIVISTELMÄ

Tiivistelmät koostuvat sääntelyn edellyttämistä tiedoista, joita kutsutaan nimellä "osatekijät". Nämä osatekijät on numeroitu jaksoittain A–E (A.1 – E.7).

Tämä tiivistelmä sisältää kaikki ne osatekijät, jotka kyseessä olevasta arvopaperista ja sen liikkeeseenlaskijasta tulee esittää. Osatekijöiden numerointi ei välttämättä ole juokseva, koska kaikkia osatekijöitä ei arvopaperin tai liikkeeseenlaskijan luonteen vuoksi ole esitettävä tässä tiivistelmässä.

Kursivoidut osatekijät täydennetään kunkin Lainaerän tiivistelmässä.

Vaikka arvopaperin tai liikkeeseenlaskijan luonne edellyttäisi jonkin osatekijän sisällyttämistä tiivistelmään, on mahdollista, ettei kyseistä osatekijää koskevaa merkityksellistä tietoa ole lainkaan. Tällöin osatekijä kuvataan lyhyesti ja sen yhteydessä mainitaan "ei sovellu".

Jakso A – Johdanto ja varoitukset

A.1	Varoitus	Seuraavaa tiivistelmää ei ole tarkoitettu kattavaksi esitykseksi, vaan se on johdanto Suomen Hypoteekkiyhdistyksen (myöhemmin " Hypo " tai " Liikkeeseenlaskija ") 1.4.2016 päivätyyn joukkovelkakirjalainaohjelman Ohjelmaesitteeseen. Sijoituspäätös joukkovelkakirjalainaohjelman alla liikkeeseen laskettavaan arvopaperiin on tehtävä perustuen Ohjelmaesitteessä, mukaan luettuna siihen viittaamalla liitetyissä asiakirjoissa sekä yksittäisen Lainaerän ehdoissa, esitettyihin tietoihin kokonaisuutena. Tietyt tässä tiivistelmässä käytetyt termit on määritelty muualla tässä Ohjelmaesitteessä. Ohjelmaesitteestä vastuulliset henkilöt vastaavat tiivistelmässä olevista virheistä siviilioikeudellisesti vain, jos tiivistelmä on harhaanjohtava, epätarkka tai epä johdonmukainen suhteessa Ohjelmaesitteen muihin osiin tai jos tiivistelmässä ei anneta yhdessä Ohjelmaesitteen muiden osien kanssa keskeisiä tietoja sijoittajien auttamiseksi, kun he harkitsevat sijoittamista joukkovelkakirjalainaohjelman alla liikkeeseen laskettavaan arvopaperiin. Jos Ohjelmaesitteeseen sisältyviä tietoja koskeva kanne pannaan vireille Suomen ulkopuolella, kantaja saattaa Euroopan talousalueeseen kuuluvan tuomioistuinaan lain nojalla joutua kustantamaan esitteen kääntämisen ennen oikeudenkäynnin alkamista. ¹
A.2	Suostumus Ohjelmaesitteen käyttämiseen	Ei sovellu.
Jakso B – Liikkeeseenlaskija		
B.1	Liikkeeseenlaskijan virallinen nimi ja muu liiketoiminnassa	Suomen Hypoteekkiyhdistys. Liikkeeseenlaskija käyttää liiketoiminnassaan myös tietyissä yhteyksissä lyhennettä "Hypo".

¹ Jos joukkovelkakirjalainaohjelman alla laskettaisiin lainaosuuksia liikkeeseen jossakin muussa Euroopan talousalueen maassa kuin Suomessa, liikkeeseenlaskija olisi siinä vaiheessa velvollinen kääntämään kyseisen maan kielelle vain tiivistelmän. Mahdollisessa oikeudenkäynnissä toisen maan tuomioistuin voi edellyttää käännöstä koko Ohjelmaesitteestä.

	käytetty toiminimi	
B.2	Liikkeeseenlaskijan asuinpaikka ja oikeudellinen muoto, Liikkeeseenlaskijaan sovellettava laki ja Liikkeeseenlaskijan perustamista	Hypo on Suomen lain mukaisesti perustettu suomalainen luottolaitos, jonka toimintaa säätelevät laki luottolaitostoiminnasta (121/2007) ja laki hypoteekkiyhdistyksistä (936/1978). Finanssivalvonta on 29.1.2016 myöntänyt Hypolle kiinnitysluottopankkitoiminnasta annetussa laissa (688/2010) (KLPL) tarkoitetun luvan kiinnitysluottopankkitoiminnan harjoittamiseen. Luvan myöntämisen jälkeen Hypolla on mahdollisuus laskea liikkeeseen kiinnitysluottopankkitoiminnasta annetun lain mukaisia katettuja joukkolainoja.
B.4b	Kuvaus mahdollisista tiedossa olevista suuntauksista, jotka vaikuttavat liikkeeseenlaskijaan ja sen toimialaan	Hypoon ja sen toimialaan vaikuttavat keskeiset suuntaukset ovat toimialan yleiset olosuhteet markkinoilla, kuten vallitseva matala korkotaso, pankkisääntelyn kiristyminen ja Suomen asuntomarkkinoiden kehityssuunta.
B.5	Kuvaus konsernista, johon Liikkeeseenlaskija kuuluu, ja Liikkeeseenlaskijan asemasta siinä	Hypo on emoyhtiö, jonka täysin omistama tytäryhtiö on Suomen Asuntohypopankki Oy. Lisäksi Hypo omistaa 59,5 prosenttia Bostadsaktiebolaget Taoksesta. Lisäksi Hypolla on omistuksia osakkuusyhtiöissä.
B.9	Tulosennuste tai -arvio	Hypoon vuoden 2015 toimintakertomuksessa on todettu seuraavaa: "Arvioimme Suomen talouden lähtevän hitaaseen kasvuun vuonna 2016 vaikkakin maailmantalouden edelleen epävarmana jatkuva tilanne tai kotimaan talouskasvua varjostava epävakaa työmarkkinatilanne voivat pysäyttää hitaan nousun. Kotimaassa rakentaminen vilkastuu kaupungistumiskehityksen jatkuessa vahvana ja asuntomarkkinat suurimmissa kasvukeskuksissa pysyvät käynnissä huolimatta epävarmasta taloustilanteesta. Alhaisena pysyvä korkotaso edesauttaa osaltaan asuntolainakysyntää. Kasvukeskuksissa toimivana asutorahoituksen ja asumisen erikoistoimijana Hypolla on erinomaiset mahdollisuudet jatkaa kannattavaa kasvuaan. Näitä mahdollisuuksia parantaa entisestään kiinnitysluottopankkiliiketoiminnan käynnistäminen vuoden 2016 alkupuoliskolla. Arvioimme vuoden 2016 tuloksen yltävän vähintään vuoden 2015 tasolle."
B.10	Kuvaus historiallisia taloudellisia tietoja koskevassa tilintarkastuskertomuksessa esitettyjen muistutusten luonteesta	Ei sovellu. Historiallisia taloudellisia tietoja koskevissa tilintarkastuskertomuksissa ei ole esitetty muistutuksia.
B.12	Liikkeeseenlaskijaa koskevat valikoidut, historialliset taloudelliset tiedot, kehitysnäkymät ja merkittävät muutokset	Liikkeeseenlaskijan keskeiset tunnusluvut ovat kehittyneet vuosina 2015 ja 2014 seuraavasti:

KONSERNIN TULOSLASKELMA 1.1.-31.12., IFRS		
1 000 €	2015	2014
Korkotuotot	20 960,0	21 070,7
Korkokulut	-16 386,2	-14 643,2
KORKOKATE	4 573,8	6 427,5
Tuotot oman pääoman ehtoisista sijoituksista		
Muista yrityksistä	0,00	84,0
Palkkiotuotot	3 469,2	3 658,9
Palkkiokulut	-53,0	-48,6
Arvopaperikaupan ja valuuttatoiminnan nettotuotot		
Arvopaperikaupan nettotuotot	-569,5	-101,0
Valuuttatoiminnan nettotuotot	0,5	-1,0
Myytävissä olevien rahoitusvarojen nettotuotot	2 474,2	2 880,8
Sijoituskiinteistöjen nettotuotot	6 783,0	4 362,5
Liiketoiminnan muut tuotot	-6,8	-6,5
Hallintokulut		
Henkilöstökulut		
Palkat ja palkkiot	-4 390,0	-4 662,6
Henkilösivukulut		
Eläkekulut	-982,9	-1 110,6
Muut henkilösivukulut	-95,7	-319,1
Muut hallintokulut	-2 564,2	-2 763,0
Hallintokulut yhteensä	-8 032,9	-8 855,4
Poistot ja arvonalentumiset aineellisista ja aineettomista hyödykkeistä	-375,1	-312,1
Liiketoiminnan muut kulut	-746,5	-560,1
Arvonalentumistappiot luotoista ja muista sitoumuksista	6,0	-31,1
LIIKEVOITTO	7 522,7	7 498,0
Tuloverot	-1 314,9	-1 330,3
VARSINAISEN TOIMINNAN VOITTO VEROJEN JÄLKEEN	6 207,9	6 167,7
TILIKAUDEN VOITTO	6 207,9	6 167,7

KONSERNIN LAAJA TULOSLASKELMA 1.1.-31.12., IFRS		
1 000 €	2015	2014
Tilikauden voitto	6 207,9	6 167,7
Muut laajan tuloksen erät		
Erät, jotka saatetaan tulevaisuudessa siirtää tulosvaikutteisiksi		
Käyvän arvon rahaston muutos		
Rahavirtojen suojaukset	1 241,3	309,0
Myytävissä olevat rahoitusvarat	-1 557,0	703,6
	-315,7	1 012,7
Yhteisöverokannan muutos		
Luottotappiovarauksen laskennallinen vero		
Arvonkorotusrahaston laskennallinen vero		
Eläkesäätiön IAS laskennallinen vero		
Erät, joita ei voida luokitella myöhemmin uudelleen tuloslaskelmaan		
Etuuspohjaisten eläkejärjestelyjen uudelleen arvostus	324,5	719,4
Bostads Ab Taos omistusosuuden muutoksen vaikutus	3,1	
Oikaisu edelliseen tilikauteen	-62,3	
	265,3	719,4
Muut laajan tuloksen erät yhteensä	-50,5	1 732,0
TILIKAUDEN LAAJA TULOS	6 157,4	7 899,7

KONSERNIN TASE 31.12., IFRS		
1 000 €	2015	2014
VASTAAVAA		
Käteiset varat	170 000,0	75 000,0
Keskuspankkirahoitukseen oikeuttavat saamistodistukset		
Valtion velkasitoumukset		
Muut	270 650,5	111 070,4
	270 650,5	111 070,4
Saamiset luottolaitoksilta		
Vaadittaessa maksettavat	11 404,9	35 085,8
Muut	786,4	159,3
	12 191,3	35 245,1
Saamiset yleisöltä ja julkisyhteisöiltä		
Muut kuin vaadittaessa maksettavat	1 420 711,2	1 204 041,8
Saamistodistukset		
Muilta	2 051,5	5 090,7
	2 051,5	5 090,7
Osakkeet ja osuudet	132,4	113,4
Johdannaissopimukset	510,4	0,0
Aineettomat hyödykkeet		
Muut pitkävaikutteiset menot	1 927,8	948,5
Aineelliset hyödykkeet		
Sijoituskiinteistöt ja sijoituskiinteistöosakkeet ja -osuudet	67 784,8	54 356,9
Muut kiinteistöt ja kiinteistöyhteisöjen osakkeet ja osuudet	939,2	842,6
Muut aineelliset hyödykkeet	330,5	273,4
	69 054,5	55 472,9
Muut varat	8 029,7	7 762,1
Siirtosaamiset ja maksetut ennakot	3 640,7	4 506,1
Laskennalliset verosaamiset	577,8	663,8
VASTAAVAA YHTEENSÄ	1 959 477,6	1 499 914,8

KONSERNIN TASE 31.12., IFRS		
1 000 €	2015	2014
VASTATTAVAA		
VIERAS PÄÄOMA		
Velat luottolaitoksille		
Keskuspankeille	20 000,0	35 000,0
Luottolaitoksille		
Vaadittaessa maksettavat		16 824,7
Muut kuin vaadittaessa maksettavat	131 385,7	148 549,9
	151 385,7	200 374,6
Velat yleisölle ja julkisyhteisöille		
Talletukset		
Vaadittaessa maksettavat	516 063,0	192 068,3
Muut kuin vaadittaessa maksettavat	522 879,5	275 995,4
	1 038 942,5	468 063,7
Muut velat		
Muut kuin vaadittaessa maksettavat	34 028,9	40 339,7
	1 072 971,4	508 403,4
Yleiseen liikkeeseen lasketut velkakirjat		
Joukkovelkakirjalainat	521 878,6	518 423,4
Muut	69 451,3	130 028,7
	591 329,9	648 452,1
Johdannaissopimukset	5 627,4	7 856,7
Muut velat		
Muut velat	7 862,4	8 125,9
Siirtovelat ja saadut ennakot	6 061,3	4 551,0
Velat, joilla on huonompi etuoikeus kuin muilla veloilla		
Muut	13 469,7	17 962,1
Laskennalliset verovelat	9 219,9	8 796,5
OMA PÄÄOMA		
Peruspääoma	5 000,0	5 000,0
Muut sidotut rahastot		
Vararahasto	22 794,7	22 793,8
Käyvän arvon rahasto		
Rahavirran suojauksesta	-1 413,8	-2 655,1
Käypään arvoon arvostamisesta	-749,1	807,9
Etuuspohjaiset eläkejärjestelyt	1 531,8	1 207,4
Vapaat rahastot		
Muut rahastot	22 923,5	22 923,5
Edellisten tilikausien voitto	45 254,9	39 147,4
Tilikauden voitto	6 207,9	6 167,7
	101 550,0	95 392,6
VASTATTAVAA YHTEENSÄ	1 959 477,6	1 499 914,8

KONSERNIN RAHAVIRTALASKELMA 1.1.-31.12.		
1 000 €	2015	2014
Liiketoiminnan rahavirta		
Saadut korot	20 866,3	20 586,8
Maksetut korot	-15 750,1	-15 177,7
Palkkiotuotot	3 439,5	3 665,9
Palkkiokulut	-53,0	-48,6
Arvopaperikaupan ja valuuttatoiminnan nettotuotot	-569,1	-101,9
Myytavissä olevien rahoitusvarojen nettotuotot	2 474,2	2 880,8
Sijoituskiinteistöjen nettotuotot	7 925,8	3 246,5
Liiketoiminnan muut tuotot	-6,8	-6,5
Hallintokulut	-6 923,5	-7 778,7
Liiketoiminnan muut kulut	-844,7	-703,9
Luotto- ja takaustappiot	6,0	-31,1
Tuloverot	-1 272,6	-1 227,2
Liiketoiminnan nettorahavirta yhteensä	9 292,0	5 304,4
Liiketoiminnan varojen lis. (-) / väh. (+)		
Saamiset asiakkailta (antolainaus)	-214 610,2	-228 501,9
Sijoituskiinteistöt	-16 645,8	-4 180,8
Liiketoiminnan varojen lis. (-) / väh. (+) yhteensä	-231 255,9	-232 682,8
Liiketoiminnan velkojen lis. (+) / väh. (-)		
Velat yleisölle ja julkisyhteisölle (talletukset)	570 878,8	152 841,0
Liiketoiminnan velkojen lis. (+) / väh. (-) yhteensä	570 878,8	152 841,0
LIIKETOIMINNASTA KERTYNEET NETTORAHAVIRRAT	348 914,9	-74 537,4
Investointien rahavirrat		
Käyttöomaisuuden muutos	-1 508,1	-510,5
Osakesijoitusten lis. (-) / väh. (+)	-18,9	
Saadut osingot		84,0
INVESTOINNEISTA KERTYNEET NETTORAHAVIRRAT	-1 527,1	-426,5
Rahoituksen rahavirrat		
Pankkilainat, uudet nostot	40 608,5	364 062,2
Pankkilainat, takaisinmaksut	-89 597,3	-354 784,2
Muiden velkojen lis. (+) / väh. (-)	-7 185,6	-6 073,1
Joukkovelkakirjalainat, uudet liikkeeseenlaskut	180 569,8	258 330,7
Joukkovelkakirjalainat, takaisinmaksut	-178 226,3	-152 547,2
Sijoitustodistukset, uudet liikkeeseenlaskut	208 286,5	274 108,8
Sijoitustodistukset, takaisinmaksut	-268 863,9	-260 484,1
Velat, joilla huonompi etuoikeus, uudet nostot	35,9	967,4
Velat, joilla huonompi etuoikeus, takaisinmaksut	-4 528,3	-4 839,9
RAHOITUKSESTA KERTYNEET NETTORAHAVIRRAT	-118 900,8	118 740,5
RAHAVAROJEN NETTOMUUTOS	228 487,1	43 776,6
Rahavarat tilikauden alussa	226 406,2	182 629,5
Rahavarat tilikauden lopussa	454 893,2	226 406,2
RAHAVAROJEN MUUTOS	228 487,1	43 776,6

KONSERNIN OMAT VARAT JA VAKAVARAISUUS 31.12.		
1000 €	2015	2014
Oma pääoma	101 550,0	95 392,6
Käyvän arvon rahasto	1 413,8	1 847,1
Etuuspohjaisten eläkejärjestelyjen uudelleen arvostus	-1 531,8	-1 207,4
Etuuspohjaisten eläkejärjestelyjen ylikate	-5 880,2	-5 515,1
Ydinpääoma (CET1) ennen vähennyksiä	95 551,7	90 517,3
Aineettomat hyödykkeet	-1 542,2	-758,8
Ydinpääoma (CET1)	94 009,5	89 758,5
Ensisijainen lisäpääoma ennen vähennyksiä		
Vähennykset ensisijaisesta lisäpääomasta		
Ensisijainen lisäpääoma (AT1)		
Ensisijainen pääoma (T1 = CET1 + AT1)	94 009,5	89 758,5
Toissijainen pääoma (T2)	0,00	807,9
Omat varat yhteensä (TC = T1 + T2)	94 009,5	90 566,4
Riskipainotetut erät yhteensä	682 150,8	595 458,2
josta luottoriskin osuus	653 785,3	568 925,6
josta markkinariskin osuus	2,4	
josta operatiivisen riskin osuus	28 363,1	26 532,7
josta muiden riskien osuus	0,00	0,00
Ydinpääoma (CET1) suhteessa kokonaisriskin määrään (%)	13,78	15,07
Ensisijainen pääoma (T1) suhteessa kokonaisriskin määrään (%)	13,78	15,07
Omat varat yhteensä (TC) suhteessa kokonaisriskin määrään (%)	13,78	15,21

Vakavaraisuus on laskettu EU:n vakavaraisuusasetuksen (EU 575/2013), CRR mukaisesti.

Luottoriskin vakavaraisuusvaatimus lasketaan standardimenetelmällä ja operatiivisen riskin perusmenetelmällä.

1.1.2015 alkaen realisoitumattomat arvostukset on luettu ydinpääomiin.

31.12.2014 asti negatiiviset realisoitumattomat arvostukset luettiin ydinpääomiin ja positiiviset toissijaisiin pääomiin.

TALOUDELLISET TUNNUSLUVUT	IFRS	IFRS
Konserni	2015	2014
Liikevaihto, milj. €	34,4	32,7
Liikevoitto / tulos ennen tilinpäätössiirtoja ja veroja, milj. €	7,5	7,5
Liikevoitto/liikevaihto, %	21,9	22,9
Oman pääoman tuotto % (ROE)	6,7	6,7
Koko pääoman tuotto % (ROA)	0,4	0,5
Omavaraisuusaste, %	5,2	6,4
Vakavaraisuussuhde, %	13,8	15,2
Vakavaraisuussuhde, % ydinpääoma (CET1)	13,8	15,1
Omat varat (TC), milj. €	94,0	90,6
Ydinpääoma (CET1), milj. €	94,0	89,8
Omien varojen vähimmäisvaatimus, milj. €* Kulu-tuotto-suhde, %	71,6	47,6
Henkilöstömäärä keskimäärin **	54,9	56,4
Palkat ja palkkiot, milj. €	55	52
Järjestämättömät saamiset, % lainakannasta	3,8	4,1
Luotot / Talletukset, %	0,16	0,23
Luotot / Talletukset, %	41,1	44,9
Saamiset yleisöltä ja julkisyhteisöiltä	136,6	237,3
Talletukset (ml. rahalaitosten talletukset)	1 420,7	1 204,0
Taseen loppusumma, milj. €	1 040,0	507,4
	1 959,5	1 499,9

* Vuoden 2015 alusta alkaen yleinen vakavaraisuus vaade 10,5 %, siihen asti 8 %.

** Sisältäen vakituiset ja määräaikaiset, mutta poislukien toimitusjohtaja ja tämän varamies.

Vakavaraisuus on laskettu EU:n vakavaraisuusasetuksen (EU 575/2013), CRR mukaisesti vuodesta 2013 lähtien.

TUNNUSLUKUJEN JA VAKAVARAISUUDEN LASKENTAKAAVAT

Liikevaihto = korkotuotot + tuotot oman pääoman ehtoista sijoituksista + palkkiotuotot + myytävissä olevien rahoitusvarojen nettotuotot + arvopaperikaupan ja valuuttatoiminnan nettotuotot + sijoituskiinteistöjen tuotot + liiketoiminnan muut tuotot

Oman pääoman tuotto % (ROE)=
$$\frac{\text{liikevoitto} - \text{tuloverot}}{\text{oma pääoma} + \text{tilinpäätössiirtojen kertymä laskennallisella verovelalla vähennettynä (vuoden alun ja lopun keskiarvo)}} \cdot 100$$

Koko pääoman tuotto % (ROA)=
$$\frac{\text{liikevoitto} - \text{tuloverot}}{\text{Taseen loppusumma keskimäärin (vuoden alun ja lopun keskiarvo)}} \cdot 100$$

Omavaraisuusaste %=
$$\frac{\text{oma pääoma} + \text{tilinpäätössiirtojen kertymä laskennallisella verovelalla vähennettynä}}{\text{taseen loppusumma}} \cdot 100$$

Vakavaraisuus % =
$$\frac{\text{omat varat}}{\text{kokonaisriski}} \cdot 100$$

Kulu-tuotto-suhde =
$$\frac{\text{hallintokulut} + \text{poistot ja arvonalentumiset aineellisista ja aineettomista hyödykkeistä} + \text{liiketoiminnan muut kulut}}{\text{korkokate} + \text{tuotot oman pääoman ehtoista sijoituksista} + \text{nettopalkkiotuotot} + \text{myytävissä olevien rahoitusvarojen nettotuotot} + \text{arvopaperikaupan ja valuuttatoiminnan nettotuotot} + \text{sijoituskiinteistöjen nettotuotot} + \text{liiketoiminnan muut tuotot}} \cdot 100$$

		Hypon viimeisin tilintarkastettu tilinpäätös koskee 31.12.2015 päättynyttä tilikautta jonka jälkeen Hypon tai sen konsernin taloudellisessa asemassa ei ole tapahtunut merkittävää muutosta eikä sen tulevaisuudennäkymissä ole tapahtunut merkittävää kielteistä muutosta, paitsi että Finanssivalvonta on 29.1.2016 myöntänyt Hypolle KLPL:ssä tarkoitetun luvan kiinnitysluottopankkitoiminnan harjoittamiseen. Luvan myöntämisen jälkeen Hypolla on mahdollisuus laskea liikkeeseen kiinnitysluottopankkitoiminnasta annetun lain mukaisia katettuja joukkolainoja.
B.13	Kuvaus Liikkeeseenlaskijaan liittyvistä viimeaikaisista tapahtumista, jotka ovat ratkaisevia arvioitaessa Liikkeeseenlaskijan maksukykyä	Ei sovellu. Hypon tiedossa ei ole sellaisia Hypoon liittyviä viimeaikaisia tapahtumia, jotka olisivat ratkaisevia arvioitaessa Hypon maksukykyä.
B.14	Liikkeeseenlaskijan riippuvuus muista konserniin kuuluvista yksiköistä	Ei sovellu. Hypo on konsernin emoyhtiö, joka ei ole riippuvainen muista konserniin kuuluvista yhtiöistä paitsi Suomen Asuntohypopankki Oy:n talletusvarainhankinnasta.
B.15	Kuvaus Liikkeeseenlaskijan päätoimialoista	<p>Hypo-konserni on asuntorahoitukseen ja asumiseen keskittynyt erikoistoimija Suomessa. Hypo-konserni palvelee eri puolilla Suomea asuvia asiakkaitaan internet- ja puhelinpalvelujen avulla Helsingin ydinkeskustassa sijaitsevista asiakastiloissaan. Hypo-konsernin päätoimipaikka on Helsinki.</p> <p>Hypo harjoittaa luottolaitosluvan mukaista vähittäispankkitoimintaa. Hypon tavoitteena on luoda jatkuvasti vaihtoehtoisia, asiakaslähtöisiä tapoja asumiseen ja asumisen rahoittamiseen perinteisten palvelujen rinnalle. Hypon erikoistarkoituksena on, Hypoteekkiyhdistyksistä annetun lain mukaan, etupäässä pitkäaikaisina lainoina hankituista varoista myöntää pitkäaikaisia lainoja pääasiassa joko kiinnitysvakuutta tai muuta turvaavaa vakuutta vastaan. Finanssivalvonta on 29.1.2016 myöntänyt Hypolle kiinnitysluottopankkitoiminnasta annetussa laissa (688/2010) tarkoitetun luvan kiinnitysluottopankkitoiminnan harjoittamiseen. Luvan myöntämisen jälkeen Hypolla on mahdollisuus laskea liikkeeseen kiinnitysluottopankkitoiminnasta annetun lain mukaisia katettuja joukkolainoja.</p> <p>Hypon omistamien, vuokrattavaksi tarkoitettujen huoneistojen ja tonttien avulla Hypo-konserni voi tarjota asiakkailleen kokonaisvaltaisemman valikoiman asumiseen liittyviä tuotteita ja palveluita. Nämä huoneistot ja kiinteistöt sijaitsevat kasvukeskuksissa, lähinnä pääkaupunkiseudun keskeisillä asuntoalueilla. Kyse on lähinnä vuokratuista huoneistoista sekä asunto-osaakeyhtiöille pitkällä vuokra-ajalla vuokratuista tonteista, jotka asunto-osaakeyhtiöt lunastavat vaiheittain.</p> <p>Talletuspankkitoimintaa harjoittava tytäryhtiö Suomen Asuntohypopankki Oy tarjoaa asiakkaskunnalle talletusten ja luottokorttien (ei luottoriskiä) lisäksi myös erilaisia vähittäispankkitoimintaan liittyviä notariaattipalveluja ja valikoituja sijoituspalveluja sekä asuntorakennushankkeisiin liittyviä RS-palveluja. Suomen Asuntohypopankki Oy:n varat kuuluvat talletussuojarahaston ja sijoittajien korvausrahaston piiriin.</p>
B.16	Kuvaus siitä, onko Liikkeeseenlaskija suoraan tai välillisesti jonkun omistuksessa tai määräysvallassa ja mikä tämä taho on sekä määräysvallan luonne	Ei sovellu. Hypo on jäsentensä eli lainanottajien keskinäisesti omistama luottolaitos, jossa ei ole osakkeita ja jossa jäsenellä ei ole osuutta luottolaitoksen omaisuuteen eikä luottolaitoksen tuottamaan voittoon.
B.17	Liikkeeseenlaskijalle tai sen velkapapereille laaditut luottokelpoisuusluokitukset	Hypolla ja tietyillä sen liikkeeseenlaskemilla velkapapereilla, on luottoluokituslaitoksen antama luottokelpoisuusluokitus tämän Ohjelmaesitteen päivämääränä. Tämän Ohjelmaesitteen päivämääränä Liikkeeseenlaskijalla on pitkä- ja lyhytaikainen vastapuoliluottoluokitus BBB/A-3, jonka on antanut Standard & Poor's Credit Market Services Europe Limited.

		<i>[Sarjalainalle on annettu luottoluokitus [●]. / Sarjalainalle ei ole annettu luottoluokitusta./ Sarjalainalle arvioidaan annettavan luottoluokitus arviolta [●].]</i>
B.18	Kuvaus takauksen luonteesta ja soveltamisalasta	<p><i>[Seuraava kuvaus lisätään vain katettuja joukkolainoja koskeviin tiivistelmiin:]</i></p> <p><i>[Katettujen joukkolainojen vakuutena on joukkolainarekisteriin merkitty kiinteistövakuudellinen luotto tai julkisyhteisöluotto. Katettujen joukkolainojen vakuuksien kokonaismäärään lasketaan:</i></p> <p><i>1) enintään 70 prosenttia kunkin asuntoluoton vakuutena olevien osakkeiden tai kiinteistön käyvää arvosta; sekä</i></p> <p><i>3) täytevakuuksien kirjanpitoarvo.</i></p> <p><i>Katettujen joukkolainojen osalta on huomioitava, että KLPL:n 25 §:n mukaan katettujen joukkolainojen lainaossuukien haltijoiden maksuetuoikeus rajoittuu luoton osuuteen, joka vastaa asuntoluottojen osalta 70 prosenttia luoton vakuutena olevien osakkeiden tai kiinteistön joukkolainarekisteriin merkitystä arvosta Liikkeeseenlaskijan selvitystilaan tai konkurssiin asettamishetkellä. Jos katettujen joukkolainojen sijoittajien lainaossuukien saatavia ei saada täysimääräisesti maksettua KLPL:n alaisista varoista, katettujen joukkolainojen lainaossuuden haltijoiden jäljellä olevilla saatavilla on sama etuoikeus kuin Liikkeeseenlaskijan muilla vakuudettomilla sitoumuksilla.]</i></p> <p><i>/</i></p> <p><i>[Ei sovellu]</i></p>
B.19	Takaajasta annettavat tiedot	Ei sovellu.
Jakso C – Arvopaperit		
C.1	Tarjottavien arvopapereiden tyyppi ja laji	<p>Hypo voi laskea Ohjelman alla liikkeeseen (i) vakuudettomia lainaossuusia, joilla on sama etuoikeus kuin Hypon muilla vakuudettomilla sitoumuksilla, (ii) debenttuureja joilla huonompi etuoikeus kuin Hypon muilla sitoumuksilla sekä (iii) katettuja joukkolainoja joilla on sama etuoikeus kuin Hypon muilla KLPL:n alla liikkeeseenlasketuilla lainaossuukilla (mukaan lukien KLPL 25 §:n ja 26 §:n alla liikkeeseenlasketut lainaossuudet) sekä joukkolainarekisteriin merkityillä johdannaisopimuksilla, jotka on tehty katettujen joukkolainojen tai niiden vakuutena olevista varoista aiheutuvien riskien suojaamiseksi ("Johdannaisopimukset") ja liikkeeseenlaskijan selvitystilan tai konkurssin aikana tehdyillä, liikkeeseenlaskijan maksukyvyyn turvaavilla luotoilla ("Maksukyvyyn Turvaava Luotto").</p> <p>Lainaossuudet lasketaan liikkeeseen Euroclear Finland Oy:n ("Euroclear Finland") arvo-osuusjärjestelmän arvo-osuukina. Liikkeessä olevien lainojen enimmäismäärä Ohjelman alla on enintään 1,5 miljardia euroa.</p> <p><i>[Lainaossuudet ovat vakuudettomia lainaossuusia] / [Lainaossuudet ovat debenttuureja] / [Lainaossuudet ovat katettuja joukkolainoja].</i></p> <p><i>[Sarjalainan lainaossuudella on sama etuoikeus kuin Hypon muilla vakuudettomilla sitoumuksilla] / [Sarjalainan lainaossuus on debenttuurilaina]. [Sarjalainan lainaossuudella on sama etuoikeus kuin Hypon muilla vakuudellisilla, KLPL:n alaisilla sitoumuksilla].</i></p> <p>Lainaossuudet lasketaan liikkeeseen sarjoina ("Sarjalaina") ja jokaisen Sarjalainan lainaossuuksiin soveltuvat identtiset ehdot (lukuunottamatta hintaa, liikkeeseenlaskupäivää ja koronlaskun alkamispäivää, jotka voivat olla, mutta eivät välttämättä ole, identtisiä) koskien valuuttaa, arvonmääritystä, korkoa tai maturiteettia tai muutoin. Edelleen yksittäisiä lainaeriä (joiden hinta, liikkeeseenlaskupäivä ja koronlaskun alkamispäivä voivat olla poikkeavia Sarjalainan muiden lainaerien kanssa) ("Lainaerä") voidaan laskea liikkeeseen olemassa olevan Sarjalainan osana.</p>

		<p><i>Sarjalainan sarjanumero on [●].</i></p> <p><i>Lainaerän eränumero on [●].</i></p> <p><i>Sarjalainan ISIN-tunnus on [●].</i></p>
C.2	Valuutta	<p>Lainaosuuden valuutta on euro tai muu vastaava Ohjelman alla tapahtuvan lainaosuuden liikkeeseenlaskun yhteydessä erikseen sovittu valuutta ottaen huomioon kaikkien soveltuvien lainsäädännöllisten ja/tai muun sääntelyn ja/tai keskuspankin vaatimusten noudattaminen.</p> <p><i>[Sarjalainan valuutta on [●]].</i></p>
C.5	Rajoitukset luovutettavuudessa	<p>Kukin velkakirja on vapaasti luovutettavissa sen jälkeen, kun se on kirjattu asianomaiselle arvo-osuustilille.</p>
C.8	Oikeudet, etuoikeusjärjestys ja rajoitukset	<p>Lainaosuuden korot ja pääoma maksetaan arvo-osuusjärjestelmästä ja -tileistä annettujen lakien ja Euroclear Finlandin sääntöjen ja päätösten mukaisesti sille, jolla on arvo-osuustilitietojen mukaan oikeus vastaanottaa suoritus. Vakuudettomat lainaosuudet ovat Hypon suoria, vakuudettomia ja takaamattomia velvoitteita, jotka ovat samanarvoisia keskenään ja Liikkeeseenlaskijan kaikkien muiden vakuudettomien ja etuoikeudettomien sitoumusten kanssa, lukuun ottamatta niitä sitoumuksia, joilla on etuoikeus pakottavan lain nojalla.</p> <p><i>[Sarjalainan lainaosuudet ovat vakuudettomia lainaosuuksia joilla on sama etuoikeus kuin Hypon muilla vakuudettomilla sitoumuksilla] /</i></p> <p><i>[Sarjalainan lainaosuus on debentuurilaina. Debentuurilainoilla on huonompi etuoikeus kuin Hypon muilla sitoumuksilla. Debentuurilainaa ei voi käyttää vastasaatavan kuittaukseen.]</i></p> <p><i>[Sarjalainan lainaosuudet ovat katettuja joukkolainoja jotka on katettu KLPL:n mukaisesti, ja katetuilla lainaosuuksilla on sama etuoikeus kuin Hypon muilla KLPL:n alla liikkeeseenlasketuilla lainaosuuksilla (mukaan lukien KLPL 25 §:n ja 26 §:n alla liikkeeseenlasketut lainaosuudet), Johdannaissopimuksilla ja Maksukyvn Turvaavilla Luotoilla].</i></p> <p><i>[Lainaosuudet ovat [vakuudettomia lainaosuuksia][debentureja] joten eräännyttämisperuste (Event of Default) koskee lainaosuuksia.]/[Lainaosuudet ovat katettuja joukkolainoja joten eräännyttämisperuste (Event of Default) ei koske lainaosuuksia.]</i></p>
C.9	Korko, takaisinmaksu ja tuotto	<p>Lainaosuudelle maksetaan kiinteää tai vaihtuvaan viitekorkoon sidottua korkoa. Koron laskeminen alkaa lainaosuuden liikkeeseenlaskupäivästä.</p> <p>Vaihtuva viitekorko voi olla EURIBOR tai muu vastaava vaihtuva viitekorko, kuten STIBOR, CIBOR, NIBOR tai LIBOR (“MUU”), jos liikkeeseenlasku on tapahtunut muussa valuutassa kuin eurossa. Vaihtuvaan viitekorkoon lisätään marginaali.</p> <p>Kulloinkin soveltuva(t) vaihtuva viitekorko tai viitekorot (joko LIBOR, EURIBOR, NIBOR, CIBOR tai STIBOR, kuten tarkemmin määritelty soveltuviissa lainakohtaisissa ehdoissa) ilmoitetaan nimetyn informaationvälittäjän sivulla (tällä hetkellä Thomson Reuters), tai informaatiota välittävän palvelun korvaavalla sivulla, aamupäivällä kello 11.00 (LIBOR:n osalta Lontoon aikaa, EURIBOR:n osalta Brysselin aikaa, NIBOR:n osalta Oslon aikaa, CIBOR:n osalta Kööpenhaminan aikaa ja STIBOR:n osalta Tukholman aikaa) kaksi pankkipäivää (kuten tarkemmin määritelty soveltuviissa lainakohtaisissa ehdoissa) ennen korkojakson alkamista. Jos korkojakso ei vastaa mitään nimetyn informaationvälittäjän sivulla annettua ajanjaksoa, lasketaan korko interpoloimalla ajan suhteen kahdesta tätä korkojaksoa lähinnä olevasta edellä mainituista viitekoroista, joiden väliin korkojakso asettuu.</p> <p>Mikäli EURIBOR- tai MUU-noteerausta tai sitä korvaavaa noteerausta ei ole saatavilla, käytetään lainaosuuden järjestäjän ja Liikkeeseenlaskijan yhdessä sopimaa, lähinnä vastaavaa korkojakson pituisen ajan viitekorkoprosenttia, joka perustuu EURIBORin</p>

	<p>osalta Suomessa ja MUUn osalta kyseisessä valtiossa vallitsevaan korkotasoon. Viitekorkoon lisätään marginaali.</p> <p><i>[Lainaosuuden kiinteä korko on [●] % p.a.]</i></p> <p><i>[Lainaosuuden korko on [●] kuukauden [EURIBOR/MUU: LIBOR, NIBOR, CIBOR, STIBOR] + [●] % p.a.]</i></p> <p><i>[Lainaosuudelle ei makseta korkoa]</i></p> <p><i>[Lainaosuuden maksimikorko on [●] % p.a.]</i></p> <p><i>[Lainaosuuden minimikorko on [●] % p.a.]</i></p> <p><i>Koronmaksupäivät ovat [●] ja [●], alkaen [●] ja päättyen lainaosuuden takaisinmaksupäivänä. [Ensimmäinen korkojakso alkaa [●] ja päättyy [●].]</i></p> <p>Lainaosuuden maturiteetti on vähintään yksi vuosi.</p> <p><i>[Lainaosuuden nimellismäärä maksetaan takaisinmaksupäivänä.]/[Lainaosuuden nimellismäärä maksetaan osissa, [määrittele maksupäivät].]</i></p> <p><i>Lainaosuuden takaisinmaksupäivä on [●].</i></p> <p><i>Lainaosuuden efektiivinen tuotto liikkeeseenlaskupäivänä emissiokurssin ollessa [●] on [●] %.</i></p> <p>Lainaosuuksien omistajien edustus: Ei sovellu. Lainaosuuksien omistajilla ei ole nimitetty edustajaa.</p> <p><i>[Mikäli katettuja joukkolainoja koskevissa lopullisissa lainaehdoissa on mahdollistettu takaisinmaksupäivän siirto, ja Liikkeeseenlaskija ilmoittaa takaisinmaksupäivän siirrosta Liikkeeseenlaskijan Asiamiehelle viimeistään viisi pankkipäivää ennen alkuperäistä takaisinmaksupäivää (tai kaksi pankkipäivää tämän jälkeen), kyseisen katetun joukkolainan lunastamattoman nimellismäärän eräpäivää siirretään automaattisesti päivään joka ei kuitenkaan ole yli 12 kuukautta alkuperäisestä takaisinmaksupäivästä kyseisen katetun joukkolainan lopullisten lainaehtojen mukaisesti. Tällaisessa tilanteessa, Liikkeeseenlaskija voi lunastaa kaikki tai osan katetun joukkolainan lunastamattomasta nimellismäärästä kunakin alkuperäistä takaisinmaksupäivää seuraavana koronmaksupäivänä siirrettyyn lopulliseen takaisinmaksupäivään saakka kyseisten lopullisten lainaehtojen mukaisesti. Tässä tilanteessa katetun joukkolainan lainaosuuksien nimellismäärälle maksetaan korkoa soveltuvien lopullisten lainaehtojen mukaisesti.]</i></p> <p><i>[Lainaosuuteen sovelletaan määritelmää Extended Maturity (takaisinmaksupäivän siirto)]/ [Lainaosuuteen ei sovelleta määritelmää Extended Maturity (takaisinmaksupäivän siirto)]</i></p> <p><i>[Liikkeeseenlaskija ilmoittaa Liikkeeseenlaskijan Asiamiehelle lopullisen takaisinmaksupäivän (the Extended Final Maturity Date) sekä soveltuvat koronmaksut ja koronmaksupäivät.]</i></p> <p><i>[Lopullinen takaisinmaksupäivä (the Extended Final Maturity Date): [lisää päivä]]</i></p> <p><i>[Siirretyn takaisinmaksupäivän korkoehdot: [Soveltuvat takaisinmaksupäivästä (Maturity Date) lähtien lopulliseen takaisinmaksupäivään saakka (mutta ei lopullisena takaisinmaksupäivänä) / Ei sovellu]]</i></p> <p><i>(Mikäli ei sovellu, niin poistetaan alla olevat kohdat)</i></p> <p>a) Kiinteää korkoa koskevat <i>[Soveltuu / Ei sovellu]</i> ehdot</p> <p>i) Kiinteä korko <i>[]</i></p> <p>ii) Koronmaksupäivät <i>[] per annum koronmaksupäivänä</i></p>
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		<p>iii) <i>Minimikorko/maksimikorko</i> [Soveltuu /Ei sovellu. Jos soveltuu, niin määrittele minimikorko/maksimikorko]</p> <p>b) <i>Vaihtuvaa korkoa koskevat ehdot</i> [Soveltuu /Ei sovellu] [Mikäli ei sovellu, niin poistetaan alla olevat kohdat]</p> <p>i) <i>Vaihtuva korko</i> [[●] kuukauden EURIBOR/MUU: LIBOR/STIBOR/CIBOR/NIBOR] Korko [●] Koskien MUU: jokaisen korkojakson osalta MUU määritellään kaksi (2) pankkipäivää ennen kyseisen korkojakson alkua.</p> <p>ii) <i>Koronmaksupäivät</i> []</p> <p>iii) <i>Minimikorko/maksimikorko</i> [Soveltuu /Ei sovellu. Jos soveltuu, niin määrittele minimikorko/maksimikorko]</p>
C.10	Mahdollinen yhteys johdannaiseen	Ei sovellu. Korko ei ole yhteydessä johdannaiseen.
C.11	Listalleotto	<p>Hypo voi hakea lainaosuuden listattavaksi Nasdaq Helsinki Oy:n (“Helsingin Pörssi”) pörssilistalle.</p> <p>Lainaosuus [haetaan/ei haeta] listattavaksi Helsingin Pörssin pörssilistalle.</p> <p>[Listauksen arvioitu alkamisaika on [●]].</p>
Jakso D – Riskit		
D.2	Liikkeeseenlaskijaan liittyvät riskit	<ul style="list-style-type: none"> • Suomen ja muun maailman talouden heikko tilanne ja kehitys voivat vaikuttaa haitallisesti Hypo-konsernin liiketoimintaan ja toiminnan tuloksiin • Suomen talouden heikko tilanne ja kehitys voivat vaikuttaa haitallisesti Vakuuspooliin ja täten vaikuttaa haitallisesti Katettujen Joukkolainojen haltijoihin • Liikkeeseenlaskija on altis luottoriskille, millä tarkoitetaan tilannetta, jossa Hypolle koituu tappioita, kun Hypon tai jonkun sen tytäryhtiön vastapuoli, yleensä velallinen, ei pysty täyttämään velvoitteitaan • Hypo-konserni on altis asumisen lainoittamista turvaavien vakuuksien arvon alentumiselle. Asunto- ja kiinteistövakuudet ovat Hypon tärkein vakuusmuoto • Hypo-konserni on altis riskille koskien talletusten menettämistä • Hypolle tai lainaosuuksille annetut luottoluokitukset eivät välttämättä ole paikkansa pitäviä ja voivat alentua, ne voidaan peruuttaa tai ne eivät välttämättä säily entisellään • Erilaiset operatiiviset tappiot, johtuen muun muassa virheistä, ulkoistamisesta, asiakkaiden, myyjien, alihankkijoiden, yhteistyökumppaneiden ja muiden kolmansien kanssa tehtävien liiketoimien tai sopimusten dokumentoinnin tai valtuutusten tai lupien puutteellisuudesta, asiakasvalituksista, laiminlyönneistä sääntelyn noudattamisessa, varojen suojaamattomuudesta, puutteista turvallisuudessa, luonnonkatastrofeista, ongelmista ulkoisissa järjestelmissä, tai sopimuksellisten tai muiden velvoitteiden laiminlyönneistä, voivat vaikuttaa haitallisesti Hypon liiketoimintaan • Hypo-konserni voi menettää tärkeitä henkilöitä ylemmästä johdosta tai muusta

		<p>avainhenkilöstöstä, tai voi epäonnistua tällaisten henkilöiden rekrytoinnissa</p> <ul style="list-style-type: none"> • Hypo-konsernin strategian epäonnistuminen tai epäonnistuminen sen toteuttamisessa voi tulevaisuudessa vaikuttaa haitallisesti Hypo-konsernin liiketoimintaan, kasvuun ja tulokseen • Hypo-konsernin verorasitus saattaa lisääntyä verolakien tai -määräysten tai niiden soveltamiskäytäntöjen muutosten seurauksena • Suomi on implementoinut Euroopan Unionin direktiivin luottolaitosten tervehdyttämisestä ja likvidaatiosta, ja direktiivin nojalla annettu sääntely antaa viranomaisille mahdollisuuden toteuttaa joukon erilaisia toimenpiteitä sellaisten rahoituslaitosten kanssa, jotka eivät onnistu täyttämään niille asetettuja vaatimuksia. Mikäli Liikkeeseenlaskija joutuisi viranomaisten toteuttamien tervehdyttämis- ja likvidaatiotoimenpiteiden kohteeksi, Lainaosuuksiin saatetaan tehdä arvonalennuskirjauksia, mikä saattaa johtaa siihen, että Lainaosuuksien haltijat menettävät investoimansa rahamäärän kokonaan tai osittain • Hypo-konserni ei välttämättä saa rahoitusta kilpailukykyisillä ehdoilla tai lainkaan ja voi epäonnistua olemassa olevien velkojen takaisinmaksussa • Likviditeettiriski on olennainen Hypo-konsernin liiketoiminnassa • Hypo-konsernin taseen pitkän aikavälin tai rakenteellinen jälleenerahoitusriski voi uhata luotonannon jatkuvuutta ja Hypo-konsernin taloudellista asemaa • Realisoitunut lyhyen aikavälin maksukykyisyysriski voi aiheuttaa vaikeuksia maksuvelvoitteiden täyttämässä • Vakavaraisuussuhdelukujen heikkenemisellä tai epätydyttävällä tasolla voisi olla vaikutuksia Hypo-konsernin toimintakykyyn • Saatavien ja vastuiden maturiteettien välinen epätasapaino voi nostaa jälleenerahoituskuluja ja sillä voi olla merkittävä haitallinen vaikutus Hypo-konsernin maksukykyyn • Markkinahintariskin materialisoituminen voi edellyttää Hypo-konsernilta arvonalennuksia ja arvonalentumistappioiden kirjauksia, joilla voi olla merkittävä haitallinen vaikutus Hypo-konsernin liiketoimintaan, taloudelliseen asemaan ja liiketoimien tulokseen • Korkotasojen heilahtelulla voi olla merkittävä haitallinen vaikutus Hypo-konsernin taloudelliseen asemaan • Hypo-konserni on altis rakenteellisille valuuttakurssiriskeille, mikä merkitsee valuuttakurssien heilahtelusta johtuvien tappioiden mahdollisuutta ja vaikuttaisi siten Hypo-konsernin tulokseen • Asuinkiinteistöjen tai asunto-osaakeyhtiön osakkeiden käypä arvo voi laskea • Tuotot omistusosuuksista voivat laskea, minkä lisäksi voi ilmetä muita lopullisia tappioita • Vakuudellisten kiinteistöjen sijainnin keskittyminen voi vaikuttaa haitallisesti Hypo-konsernin liiketoimintaan
D.3	Arvopapereihin liittyvät riskit	<ul style="list-style-type: none"> • Lainaosuudet eivät välttämättä ole sopiva sijoituskohte kaikille sijoittajille. Jokaisen mahdollisen sijoittajan on, muun muassa, pystyttävä arvioimaan mahdollisia skenaarioita taloudellisten tekijöiden, korkotekijöiden ja muiden tekijöiden vaihtelulle, mitkä voivat vaikuttaa sijoituksen arvoon, sekä kykyään kantaa sijoitukseen liittyvät riskit. • Lainaosuudet ovat alttiita valuuttakursseihin ja valuuttasäännöstelyyn liittyville riskeille. Sijoittajan valuutan vahvistuminen suhteessa valuuttaan, johon Lainaosuudet ovat sidottuja, vähentää (i) sijoittajan lainaosuuksista saaman tuoton vasta-arvoa, (ii) sijoittajalle maksettavan lainaosuuksien pääoman vasta-arvoa ja (iii) lainaosuuksien markkinahinnan vasta-arvoa. Myös valuuttasäännöstelyllä voi olla negatiivisia vaikutuksia valuuttakursseihin sijoittajan valuutassa mitattuna. • Markkinakorkotasojen muutokset voivat vaikuttaa haitallisesti lainaosuuksien arvoon.

		<ul style="list-style-type: none"> • Lainaosuksiin kohdistuvan oikeustoimien toteutuminen on riippuvainen Euroclear Finlandin toiminnoista ja järjestelmistä. Lainaosuuksien haltijat ovat riippuvaisia Euroclear Finlandin järjestelmästä, tai, soveltuessaan, Clearstreamin tai muun selvitysyhtiön, joka on vastuussa Lainaosuuksiin liittyvien siirtojen ja maksujen suorittamisesta sekä tiedon jakamisesta Liikkeeseenlaskijan kanssa, järjestelmistä. • Ohjelman yleisten ehtojen tai yksittäisen Lainaerän lainaosuuskien ehtojen muutokset sitovat kaikkia lainaosuuskien haltijoita (tai muutettaessa yksittäisen Lainaerän lainaosuuden ehtojen, kyseisen lainaosuuden haltijoita) riippumatta siitä, oliko lainaosuuden haltija paikalla kokouksessa vai ei. Ohjelman yleisten ehtojen tai Lainaerän lainaosuuskien ehtojen muutokset ja muut lainaosuuskien haltijoiden kokouksissa tehdyt päätökset eivät välttämättä ole kaikkien lainaosuuskien haltijoiden edun mukaisia. • Takeita lakien tai käytäntöjen muuttumisesta tai siitä miten tällaiset muutokset vaikuttavat lainaosuuskien arvoon ja/tai lainaosuuskien haltijoiden asemaan ei ole. • Lainaosuuksille ei välttämättä kehity aktiivisia jälkimarkkinoita Lainaosuuskien voimassaoloaikana ja Lainaosuuden myyminen ennen eräpäivää saattaa johtaa myyntivoittoihin tai -tappioihin. • Lainaosuuksille annetut luottoluokitukset voivat alentua, ne voidaan peruuttaa tai ne eivät säily entisellään, eivätkä ne välttämättä heijasta kaikkia niitä riskejä, joita Lainaosuuksiin sijoittaminen sisältää. <p>[Riskitekijät jotka lisätään vain Vakuudettomien Lainaosuuskien ja Debentuurien liikkeeseenlaskuissa:]</p> <ul style="list-style-type: none"> • [Vakuudettomille Lainaosuuksille ja Debentureille ei anneta vakuutta. Jos Hypo tulee maksukyvyttömäksi, ja johtuen siitä, että Vakuudettomille Lainaosuuksille ja Debentureille ei ole annettu vakuutta, sijoittaja voi menettää sijoitetun pääoman ja/tai koron kokonaan tai osittain.] • [Katetun Joukkolainan Vakuuspoolin kattamat varat eivät ole osa Liikkeeseenlaskijan yleisiä varoja eikä Vakuudettoman Joukkolainan Lainaosuuden tai Debentuurin haltija täten Liikkeeseenlaskijan konkurssissa tai selvitystilassa hyödy näistä.] <p>[Riskitekijä joka lisätään vain Debentuurin liikkeeseenlaskussa:]</p> <ul style="list-style-type: none"> • [Debentuurit ovat viimesijaisia suhteessa Liikkeeseenlaskijan muihin velkoihin. Sijoittaja saattaa menettää sijoitetun merkintähinnan joko osittain tai kokonaan.] <p>[Riskitekijät jotka lisätään vain Katettujen Joukkolainojen liikkeeseenlaskuissa:]</p> <ul style="list-style-type: none"> • [Katetun Joukkolainan Vakuuspooli ei välttämättä kata Katetun Joukkolainan Lainaosuuden haltijoiden kaikkia saatavia.] • [Laki kiinnitysluottopankkitoiminnasta tuli voimaan vuonna 2010 ja sen käytännön soveltamisesta on rajoitetusti käytännön kokemusta.] • [Katettujen Joukkolainojen ehdot eivät sisällä eräännyttämisperusteita eikä Katetun Joukkolainan Lainaosuuden haltijalla täten ole mahdollisuutta eräännyttää Katettua Joukkolainaa.] • [Mikäli Vakuuspooli ei kata vakuuskien kokonaismäärää koskevia vaatimuksia, Katettujen Joukkolainojen Lainaosuuskien haltijoille suoritettavien maksujen maksuaikataulu voi poiketa kyseisen Katetun Joukkolainan ehdoissa sovitusta maksuaikataulusta.] • [Vakuuspoolin varojen maksuhäiriöt voivat vaarantaa Katettujen Joukkolainojen maksut.] • [Katettu Joukkolainan ja Vakuuspooli voidaan siirtää Liikkeeseenlaskijan konkurssissa.] • [Katetun Joukkolainan Lainaosuuden Vakuuspoolin vakuudelle ei välttämättä muodostu aktiivista markkinaa Liikkeeseenlaskijan maksukyvyttömyyden
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		<p>seurauksena.]</p> <ul style="list-style-type: none"> • [Liikkeeseenlaskijan ei konkurssin jälkeen välttämättä saa kerättyä tarvittavaa likviditeettiä.] • [Asuntoluottojen maksuhäiriöt ja lainanottajien maksukyvyttömyys voivat johtaa Liikkeeseenlaskijan kiinnitysluottopankkitoiminnan harjoittamiseen myönnetyn luvan peruuttamiseen.] • [Vakuuspoolin luottoja ja varoja ei ole tarkastettu ulkopuolisen toimesta.] • [Katetun Joukkolainan haltija saa rajoitetusti tietoa, varsinkin Vakuuspoolin varoihin liittyen.] • [Johdannaissopimusten vastapuolien maksuhäiriöt altistavat Liikkeeseenlaskijan korkojen muutoksille.] • [Katettujen Joukkolainojen takaisinmaksupäivää voidaan jatkaa enintään 12 kuukaudella.]
Jakso E – Tarjous		
E.2b	Varojen käyttö	Lainaosuuksien liikkeeseenlaskuilla hankitut varat ovat osa Hypon varainhankintaa ja se käyttää varat tavanomaiseen liiketoimintaansa.
E.3	Tarjousehdot	<p><i>Liikkeeseenlaskun luonne: [●].</i> <i>Merkintäaika: [●]</i> <i>Merkintäpaikat: [●]</i> <i>Ehto lainaosuuksien liikkeeseenlaskun toteuttamiselle: [●]</i> <i>Arvo-osuuden yksikkökoko: [●]</i> <i>[Lainaosuuden emissiokurssi on kiinteä [●] / Lainaosuuden emissiokurssi on vaihtuva eikä se ylitä [●].]</i></p> <p>Ilmoitus liikkeeseenlaskun peruuttamisesta tai merkinnän keskeyttämisestä: Tieto liikkeeseenlaskun peruuttamisesta tai merkinnän keskeyttämisestä ylimerkinnän johdosta on saatavilla merkintäpaikoista ja verkkosivuilla http://www.hypo.fi/tietoa-hyposta/sijoittajille/sijoittajasuhteet.</p> <p>Mikäli liikkeeseenlasku peruutetaan tai merkintöjä pienennetään ylimerkinnän johdosta, liikkeeseenlaskija maksaa merkinnästä maksetun rahamäärän takaisin merkitsijän ilmoittamalle tilille viiden (5) pankkipäivän kuluessa peruutus- tai pienennyksestä päättämispäivästä lukien.</p>
E.4	Liikkeeseenlaskuun liittyvät olennaiset intressit, mukaan lukien eturistiriidat	<p>Lainaosuuksien järjestäjien ja mahdollisten muiden merkintäpaikkojen intressit: rahoitusmarkkinoilla tavanomaiset liiketoimintaintressit.</p> <p><i>[Muun tahon intressi: [●]]</i></p>
E.7	Sijoittajalta veloittavat kustannukset	<p>Hypo ei veloita sijoittajalta lainaosuuksien liikkeeseenlaskuun tai tarjoamiseen liittyviä maksuja. Lainaosuuksien järjestäjä(t) ja mahdolliset muut merkintäpaikat voivat tällaisia maksuja veloittaa, jolloin ne perustuvat sijoittajan sekä järjestäjän tai mahdollisen muun merkintäpaikan väliseen sopimukseen.</p> <p><i>[Lainaosuuksien järjestäjä(t) [ja mahdolliset merkintäpaikat] ei(vät) veloita sijoittajilta lainaosuuksien liikkeeseenlaskuun liittyviä maksuja. / [●] veloittaa lainaosuuteen sijoittajalta lainaosuuden tarjoamiseen liittyvänä maksuna [●]]</i></p>

RISK FACTORS

Any investment in the Notes is subject to a number of risks. Prior to investing in the Notes, prospective investors should carefully consider the risk factors associated with any investment in the Notes, the business of the Issuer and the industry(ies) in which it operates together with all other information contained in this Base Prospectus, including, in particular the risk factors described below.

Prospective investors should note that the risks relating to the Issuer, the industry(ies) in which it operates and the Notes summarised in the section of this Base Prospectus headed “Summary” are the risks that the Issuer believes to be the most essential to an assessment by a prospective investor of whether to invest in the Notes. However, as the risks which the Issuer faces relate to events and depend on circumstances that may or may not occur in the future, prospective investors should consider not only the information on the key risks summarised in the section of this Base Prospectus headed “Summary” but also, among other things, the risks and uncertainties described below.

The following is not an exhaustive list or description of all risks which investors may face when making an investment in the Notes and should be used as guidance only. Additional risks and uncertainties relating to the Issuer that are not currently known to the Issuer, or that it currently deems immaterial, may also individually or cumulatively have a material adverse effect on the business, prospects, results of operations and/or financial position of the Issuer and, if any such risk should occur, the price of the Notes may decline and investors could lose all or part of their investment. Investors should consider carefully whether an investment in the Notes is suitable for them in light of the information in this Base Prospectus and their personal circumstances. All investors should make their own evaluations of the risks associated with an investment in the Notes and consult with their own professional advisers, if they consider it necessary.

This Base Prospectus also contains forward-looking statements that involve risks and uncertainties. Hypo Group’s actual results could materially differ from those anticipated in these forward-looking statements as a result of certain factors, including the risks described below and elsewhere in this Base Prospectus. See “Cautionary Notice Regarding Forward-Looking Statements”.

Risks Relating to Current Macroeconomic Conditions

Negative macroeconomic development and general conditions in Finland and abroad can adversely affect Hypo Group’s business and results of operations

Hypo Group's performance is significantly influenced by domestic and global macroeconomic circumstances and development. Relevant macroeconomic factors to Hypo Group are, without limitation, housing market especially in domestic growth centres, domestic unemployment ratio, development of interest rates and development of households’ disposable income. Adverse macroeconomic development has affected and may continue to affect Hypo Group's business in a number of ways, including, among others, the income, capital adequacy, liquidity, business and/or financial condition of Hypo Group's customers, which, in turn, could further reduce Hypo Group's credit quality and demand for Hypo Group's financial products and services. As a result, negative macroeconomic changes could continue to have a material adverse effect on Hypo Group's business, financial condition and results of operations, and measures implemented by Hypo Group might not be satisfactory to reduce any credit, market and liquidity risks.

A downturn in the global or European general economy could also severally affect Finnish consumers’ confidence and decrease consumer spending and have a negative effect on the domestic housing market and thereby have a material adverse effect on Hypo Group's business, financial condition and results of operations.

Economic conditions in Finland could adversely affect the Cover Asset Pool and thereby have an adverse effect on holders of Covered Bonds

Under the MCBA, the Covered Bonds shall be covered at all times by a specific pool of qualifying assets (the “**Cover Asset Pool**”). The Cover Asset Pool will mainly include loans secured by residential properties located in Finland. Accordingly, the credit quality of the Cover Asset Pool could be adversely affected by, among other things, adverse developments in the economies, such as in residential markets of Finland. The impact of the economy and business climate on the credit quality of borrowers and counterparties as well as on the market value of residential properties, can affect the recoverability of loans and amounts due from the Issuer’s debtors.

Risks related to Hypo Group and its business

The Issuer is exposed to credit risk

Credit risk is the key risk among the business risks of Hypo Group. Credit risk refers to losses of Hypo when some of Hypo Group company's counterparty, usually the debtor, is not able to fulfil its payment obligations and the value of collateral for the credit is not sufficient to cover the creditor's receivables. The counterparty risk is managed as part of the credit risk. When realised, the credit risk is ultimately seen as impairment losses which may have an adverse effect on the Issuer's financial condition, results of operations and ability to make payments under the notes.

Credit risk management and reporting are based on separate Principles of Credit Risk Management. However, credit risk may occur despite of compliance of said principles.

Hypo Group is exposed to declining values on the housing and residential property collateral supporting residential lending, which is by far the most important form of collateral in the Group's lending

The Group's total lending at 31 December 2015 was 1,420.7 million euros, of which a large share consists of home loans to private persons in Finland.

Housing and residential property values are affected by a number of factors including interest rates, inflation, economic growth, business environment, availability of credit, property taxation, unemployment, demographical factors and level of construction activity. In recent years, housing and residential property values outside domestic growth centres have declined. Although the majority of the housing and residential property collateral of the mortgage loans granted by the Issuer is located in major cities and growth centres where housing and residential property values have not, in general, severely declined in recent years, the value of housing and residential property located in growth centres may in the future generally decline, or certain residential areas or districts may become less attractive leading to a decline in the values of the housing and residential property in such areas thereby reducing the value of the collateral of the Issuer.

The value of housing and residential property collateral of the mortgage loans granted by the Issuer may decline sharply and rapidly in the event of a general downturn in housing market in Finland. Such downturn may hence have a material adverse effect on the Issuer's financial condition, results of operations and ability to make payments under the Notes. The value of other collateral (either residential property or shares in housing companies), including but not limited to financial status of a guarantor, may change negatively in the course of time. Also such a change may hence have a material adverse effect on the Issuer's financial condition, results of operations and ability to make payments under the Notes.

Hypo Group is exposed to risks relating to the outflow of deposits

Deposits comprise a major share of Hypo Group's funding, being 1,040.0 million euros as of 31 December 2015. Should the current financial situation lead to a significant outflow of deposits, Hypo Group's funding structure would change substantially and the average cost of funding would increase. Furthermore, this may jeopardize Hypo's liquidity, and Hypo could be unable to meet its current and future cash flow and collateral needs, both expected and unexpected, without affecting its daily operations or overall financial position. The outflow of deposits could have a material adverse effect on Hypo's business, financial condition and results of operations.

Credit ratings assigned to Hypo or to the Notes may not be accurate

The Issuer's credit ratings do not always mirror the risk related to individual Notes under the Programme. A Series of Notes to be issued under the Programme may be rated or unrated. Where a Series of Notes is rated, the applicable rating(s) or, as the case may be, the expected rating, will be specified in the relevant Final Terms. Such rating will not necessarily be the same as the rating(s) assigned to the Issuer or to Notes already issued. There are no guarantees that such ratings will be assigned or maintained. Any credit rating agency may lower its ratings or withdraw the rating if, in the sole judgement of the credit rating agency, the credit quality of the Notes has declined or is questionable. In addition, at any time a credit rating agency may revise its relevant rating methodology with the result that, among other things, any rating assigned to the Notes may be lowered. If any of the ratings assigned to the Notes is lowered or withdrawn, the market value of the Notes may be reduced. Furthermore, the ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. Accordingly, a credit rating is not a recommendation to buy, sell or hold securities (including the Notes) and may be revised or withdrawn by the rating agency at any time.

One or more independent credit rating agencies may also assign credit ratings to the Notes or specifically to the Covered Bonds, which may not necessarily be the same ratings as the Issuer rating described in this Base Prospectus or any rating(s) assigned to Notes already issued. Such ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A security rating is not a recommendation to buy, sell or hold securities or to keep the investment and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. In addition, real or anticipated changes in the Issuer's credit ratings generally will affect the market value of the Notes.

Various operational risks may have a negative effect on Hypo Group's business

Operational losses, including monetary damages, reputational damage, costs, and direct and indirect financial losses and/or write-downs, may result from inadequacies or failures in internal processes, information technology and other systems (including, without limitation, the implementation of new systems and operation of, licensed software programs or other technology from external suppliers), fraud or other criminal actions, employee errors, outsourcing, failure to properly document transactions or agreements with customers, vendors, sub-contractors, co-operation partners and other third parties, or to obtain or maintain proper authorisation, or from customer complaints, failure to comply with regulatory requirements, including but not limited to anti-money laundering, data protection and antitrust regulations, conduct of business rules, equipment failures, failure to protect its assets, including intellectual property rights and collateral, failure of physical and security protection, natural disasters or the failure of external systems, including those of Hypo Group's suppliers or counterparties and failure to fulfil its obligations, contractual or otherwise. Operational risks, if realised, could lead to impairment or other kind of losses or increased costs or expenses, which may have a material adverse effect on the Issuer's financial condition, results of operations and ability to make payments under the Notes.

Management and reporting of operative risks is based on separate principles of operative risk management. However, operational risk may occur despite of compliance of said principles.

Hypo Group could fail to attract or retain senior management or other key employees

Hypo Group's performance is, to a large extent, dependent on the talents and efforts of highly skilled individuals, and the continued ability of Hypo Group to compete effectively and implement its strategy depends on its ability to attract new employees and retain and motivate existing employees. Competition from within the financial services industry, including from other financial institutions, as well as from businesses outside the financial services industry for key employees is intense. Any loss of the services of key employees, particularly to competitors, or the inability to attract and retain highly skilled personnel in the future could have an adverse effect on Hypo Group's business.

Failure of executing Hypo Group's strategy or failure of the strategy itself may adversely affect the business, growth and profit of Hypo Group in the future

Strategic risks are identified, assessed regularly, and documented as part of both the strategy work of the senior management. By their nature, risks related to cyclical and other changes in the operating environment, as well as those affecting deposit funding, are of the kind that are materialised as a result of substantial changes in the macro economy and bring demands for changes in Hypo Group's business operations. As for the risks related to the competition situation, they are mainly caused by decisions made by competitors. Changes in the regulation and supervisory environment of credit institutions, mortgage banking activity in accordance with the MCBA and the MCBA in general create a regulation risk that affects resourcing in Hypo Group over the short term, which is managed as part of the strategic risks. Any decreases in the visibility and recognisability of Hypo Group are also regarded as strategic risks.

Risks related to economic and other corresponding fluctuations in the business environment as well as risks that affect the availability of funding result by their nature from fundamental macroeconomic changes and set demands for changes on the business operations of Hypo Group. Also changes in the operational circumstances of the central information system provider can have significant effects on the operations of Hypo Group. Risks related to competitive situation will in turn result from actions taken by competitors but also from business decisions made by Hypo Group itself. Hypo Group's competitive situation may deteriorate should Hypo Group fail to succeed in offering competitive conditions to its customers. As a result, Hypo Group might not be able to retain its market share or fail to be a competitive option for its most desired customers. Changes in relation to regulatory environment and supervision of credit institutions will in the short term cause a regulatory risk affecting the resourcing of Hypo Group. Such risk is

managed as part of strategic risks. Also possible decline in the awareness of Hypo Group brand is regarded as a strategic risk.

Regulatory risk refers to changes in the regulation and supervisory environment of credit institution operations that may possibly be implemented even over a short period of time. The rapid realisation of such changes may increase costs related to governance and information technology, which may be relatively higher than those of competitors due to the size of Hypo Group, and therefore weaken the profitability of Hypo Group's operations over a short term period. Difficulties may also arise from the fact that the special legislation pertaining to Hypo will not be sufficiently considered by the authorities and while setting new regulations. Rapid changes may also delay the market launch of special products and special service packages of the customer service and affect Hypo Group's competitiveness in relation to other credit institutions.

Should a strategic risk realise, it could have a material adverse effect on Hypo's business, financial condition and results of operations.

Hypo Group's tax burden could increase due to changes in tax rates, tax laws, or regulations or their application

Hypo Group's activities are subject to tax at various rates in accordance with applicable legislation and practice. Hypo Group's tax burden is dependent on specific aspects of tax laws and regulations in Finland, including their application and interpretation. Hypo Group's business is conducted in accordance with Hypo Group's interpretation of applicable laws, regulations and requirements of the tax authorities. However, there can be no assurances that its interpretation of applicable laws, regulations or other rules or administrative practice is correct, or that such rules or practice are not changed, possibly with retroactive effect. Changes in tax laws or their interpretation or application could significantly increase Hypo Group's tax burden.

Finland has implemented the European Union bank recovery and resolution directive, and the new regime under the directive enables authorities to take a range of actions in relation to financial institutions considered to be at risk of failing. In the event that the Issuer becomes subject to recovery and resolution actions by competent authorities, the Notes may be subject to write-down on any application of the general bail-in tool, which may result in Noteholders losing some or all of their investment

The European Union Bank Recovery and Resolution Directive (the "BRRD") entered into force on 2 July 2014 and it was implemented in Finland with effect as of 1 January 2015 by the Act on Procedure for the Resolution of Credit Institutions and Investment Firms (in Finnish: *laki luottolaitosten ja sijoituspalveluyritysten kriisinratkaisusta*, the "Resolution Act"), Act on the Financial Stability Authority (in Finnish: *laki rahoitusvakausviranomaisesta*, the "Authority Act") and by amending the Act on Credit Institutions (in Finnish: *laki luottolaitostoiminnasta*) (jointly, the "Resolution Laws"). The Authority Act deals with the operation and powers of the Finnish Financial Stability Authority (the "FRA"), being the national resolution authority having counterparts in all EU member states and established for the purposes of the enforcement of the Resolution Act and other regulation relating to recovery and resolution of financial institutions.

Pursuant to the Resolution Act, the FRA shall draw up and adopt a resolution plan. The resolution plan is ready for execution in the event that the institution in question has to be placed into a resolution process. The Resolution Act vests the FRA with resolution powers and tools as provided in the BRRD. To be able to use the other resolution tools the FRA shall first place the institution in a resolution process. During the process, the institution could be subject to a number of resolution tools: mandatory write-down of debts or conversion of debts into equity (bail-in), sale of business, bridge institution and asset separation. To continue the operations of the institution, the FRA has the power to decide upon covering losses of the institution by reducing the value of the institution's share capital or cancelling its shares. This is a precondition for any support from a newly established resolution fund administered by the FRA.

The aim of the implementing laws of the BRRD (in Finland, the Resolution Laws) is to provide authorities with a broad range of powers and instruments to address failing financial institutions in order to safeguard financial stability and minimise tax payers' exposure to losses. The new regime imposes an obligation on the resolution authority and financial institutions to prepare resolution and recovery plans, authorises the resolution authority to assess the resolvability of a financial institution, and to address or remove impediments to resolvability. In the event of a distress of a financial institution, the new regime allows competent authorities, being in Finland the FIN-FSA, to intervene and take early intervention measures with respect to the financial institution where the FIN-FSA consider that it is likely that the institution will not be able to meet the conditions of its authorisation or its other liabilities or infringes its capital adequacy requirements. Such measures include the power to require the financial institution to take measures referred to

in its recovery plan and, if necessary, require the institution to convene its general meeting to approve any such measures requested by the FIN-FSA, require the institution to prepare a plan on the reorganisation of its debts as instructed by the FIN-FSA, and to require the institution to change its strategy, legal or administrative structure of the institution.

The resolution authority is vested with power to implement resolution measures with respect to a financial institution where the resolution authority considers that the financial institution in question is failing or likely to fail, and where there is no reasonable prospect that any measures could be taken to prevent the failure of the institution and that the taking of the resolution measures is necessary to protect significant public interest.

An institution will be considered as failing or likely to fail when it is, or is likely in the near future to be, in breach of its requirements for continuing authorisation; its assets are, or are likely in the near future to be, less than its liabilities; it is, or is likely in the near future to be, unable to pay its debts as they fall due; or it requires extraordinary public financial support (except in limited circumstances). Neither Hypo nor any of its group companies have been classified as a systematically important institution domestically or globally or as otherwise significant credit institution to financial system in Finland by the FIN-FSA.

The measures available in respect of a financial institution subject to resolution procedures (in Finnish: *kriisihallinto*) include the power and obligation on the resolution authority, in order to cover losses of the distressed financial institution, to write down or convert capital instruments (shares or other equity) in the institution. The resolution instruments (in Finnish: *kriisinratkaisuvälineet*) available to the resolution authority under the Resolution Laws include the powers to:

- enforce bail-in - the resolution authority has the power to write down certain claims of unsecured creditors of the distressed financial institution and to convert certain unsecured debt claims to equity (the general bail-in tool, in Finnish: *velkojen arvonalentaminen ja muuntaminen*). Such equity could also be subject to any future write-down. Relevant claims for the purposes of the bail-in tool would include the claims of the holders in respect of any Notes issued under the Programme, although in the case of Covered Bonds, this would only be the case if and to the extent that the amounts payable in respect of the Covered Bonds exceeded the value of the cover pool collateral against which payment of those amounts is secured;
- enforce the sale of the business (assets or shares) of the financial institution as a whole or part on commercial terms without requiring the consent of its shareholders (or holders of other equity instruments) (in Finnish: *liiketoiminnan luovuttaminen*);
- redemption of shares and transfer of shares or assets to another institution – the resolution authority may transfer all or part of the business of the institution to a “bridge institution” (in Finnish: *väliaikainen laitos*) which is an entity created for this purpose by the resolution authority), and
- transfer all or part of assets in the distressed financial institution to one or more asset management vehicles (in Finnish: *omaisuudenhoitoyhtiö*) to allow them to be managed with a view to maximising their value through eventual sale or orderly wind-down.

The powers set out in the Resolution Laws will impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors. In case the Issuer were to become subject to resolution measures, the Notes may be subject to write-down on any application of the general bail-in tool, which may result in Noteholders losing some or all of their investment. The bail-in tool is not intended to apply to secured debt, and hence should apply to Covered Bonds only to the extent that the amounts payable in respect of the Covered Bonds exceeded the value of the cover pool collateral against which payment of those amounts is secured. However, there remains significant uncertainty as to the ultimate nature and scope of the bail-in tool and how it would affect the Noteholders and the Issuer.

The exercise of any power under the Resolution Act or any suggestion of such exercise could, therefore, materially adversely affect the rights of Noteholders, the price or value of their investment in any Notes and/or the ability of the Issuer to satisfy its obligations under any Notes. Also, the resolution authority may exercise resolution measures prior to insolvency of the relevant institution, and Noteholders may not be able to anticipate the exercise of any resolution power (including the “bail-in” tool) by the resolution authority. Further, Noteholders will have very limited rights to challenge the exercise of powers by the resolution authority, even where such powers have resulted in the write down of the Notes.

It is not possible to assess the full impact of the Resolution Laws on Hypo Group and the Noteholders and there can be no assurance that the taking of any actions contemplated in the BRRD would not adversely affect the price or value of an investment in Notes and/or the ability of the Issuer to satisfy its obligations under such Notes. However, the exercise of any such actions or any suggestion of such exercise could materially adversely affect the value of any Notes and could lead to the holders of the Notes losing some or all of their investment in the Notes. Prospective investors in the Notes should consult their own advisors as to the consequences of the implementation of the Resolution Laws.

Risks Related to Financial Position and Financing

Hypo Group may not receive financing at competitive terms or at all and may fail in repaying its existing debt.

Uncertainty in the financial market or tightening regulation of banks could mean that the price of financing needed to carry out Hypo's business, in particular Hypo's growth strategy, will increase and that such financing will be less readily available. The Issuer currently has outstanding notes in the domestic bond market due to which Hypo is exposed to future adverse changes in debt capital markets. Hypo's financial profile may also affect its ability to refinance its existing debt, which, in turn, could also affect its competitiveness and limit its ability to react to market conditions and economic downturns. However, no assurance can be given that Hypo may not have difficulty in raising new debt or repaying its existing debt. Any failure to repay the principal or pay interest in respect of Hypo's existing debt, the inability to refinance existing debt, or to raise new debt at corresponding or more favorable financial and other terms than currently in force, could have a material adverse effect on Hypo's business, financial condition, results of operations and future prospects.

Liquidity risk is inherent in Hypo Group's operations

Liquidity risk is the risk that Hypo Group will be unable to meet its payment obligations as they fall due or is able to meet its payment obligations only at an increased cost. Hypo Group's liquidity risks consist of various funding risks related to the entire operation, that is, the banking book including also off-balance sheet items. These risks are monitored, measured and assessed by reviewing the mutual structure and distribution of the interest-bearing balance sheet items. Turbulence in the global financial markets and economy may adversely affect Hypo Group's liquidity and the willingness of certain counterparties and customers to do business with Hypo Group, which may result in a material adverse effect on Hypo Group's business and results of operations.

The long-term or structural funding risk on the balance sheet may threaten the continuity of the lending as well as the financing position of Hypo Group

The long-term funding risk, also known as structural funding risk, on the balance sheet refers to uncertainty related to the financing of long-term lending or other long-term commitments, arising from the funding on market terms. If realised, the risk may threaten the continuity of the lending as well as the financing position of Hypo Group.

Materialised short-term liquidity risk would cause inability to meet payment obligations

Short-term liquidity risk refers to a quantitative and temporary imbalance of Hypo Group's short-term cash flow. If realised, the risk means that Hypo Group will not be able to meet its payment obligations at the time they are falling due.

Management and reporting of liquidity risk is based on separate Principles of Liquidity Risk Management. Said principles also take into account future mandatory requirement of Liquidity Coverage Ratio (LCR) and Net Stable Funding Ratio, the latter possibly becoming a mandatory requirement in the future accordingly. Despite of compliance of said principles and measures therein, liquidity risk may jeopardize or prevent continuation of Hypo's business operations.

Hypo Group's business performance could be affected if its capital adequacy ratios are reduced or perceived to be inadequate

Hypo Group is required to maintain certain capital adequacy ratios pursuant to European and Finnish legislation. As of 1 January 2015 the capital requirements included a 2.5 per cent capital conservation buffer of Common Equity Tier 1 as provided in the Finnish Act on Credit Institutions (as amended, 610/2014). The regulator, debt and equity investors, analysts and other market professionals may, nevertheless, require higher capital buffers than those required under current or proposed future regulations due to, among other things, the continued general uncertainty involving the financial services industry and the concerns over global and local economic conditions. Any such market perception, or

any concern regarding compliance with future capital adequacy requirements, could increase Hypo Group's borrowing costs or limit its access to capital markets, which could have a material adverse effect on its results of operations, financial condition and liquidity. If Hypo Group were to experience an unexpected reduction in its capital adequacy ratios, and could not raise further capital, it would have to reduce its lending or investments in other operations.

The imbalance between the maturity of receivables and the maturity of liabilities may increase the refinancing costs and have a material adverse effect on Hypo Group's liquidity

The imbalance between the maturity of receivables and the maturity of liabilities – that is, the refinancing risk – on the balance sheet causes the risk of an increase in the refinancing costs. The repayments of certain funding agreements are linked to changes in the corresponding portion of the lending portfolio in which case no maturity imbalance arises with regard to the balance sheet items in question. Premature repayment of mortgage loans in relation to the original repayment plans of the mortgage loan customers results in the maturity imbalance between receivables and liabilities on the balance sheet being actually slighter than when the loans were granted. Any imbalance between the maturity of receivable and the maturity of liabilities may increase the refinancing costs and have a material adverse effect on Hypo's liquidity.

Hypo Group is exposed to market risk

The fair value of financial instruments held by Hypo Group is sensitive to volatility of and correlations between various market variables, including interest rates, credit spreads, and foreign exchange rates. Future valuations of the assets for which Hypo Group has already recorded or estimated write-downs, which will reflect the then-prevailing market conditions, may result in significant changes in the fair values of these assets. Further, the value of certain financial instruments are recorded at fair value, which is determined by using market prices from active capital markets that are inherently uncertain and which may change over time or may ultimately be inaccurate. Any of these factors could require Hypo Group to recognise further write-downs or realise impairment charges, which may have a material adverse effect on Hypo Group's business, financial condition and results of operations.

Management and reporting of market risks is based on separate Principles of Market Risk Management.

Fluctuations in interest rates may adversely affect Hypo Group's financial position

Interest rate risk refers to an unfavourable change in the annual net interest income (income risk) and the present value of interest-sensitive balance sheet items (present value risk) caused by variation in the amounts, reference rates and interest rate fixing dates of interest-bearing receivables and liabilities.

During the first quarter of year 2015, the European Central Bank (hereinafter "ECB") set its interest rates historically low, close to zero. In addition to this, ECB initiated its quantitative easing measures in March 2015, which have and might in the future continue to affect the interest rate level development. As a result of the financial policy of ECB, also the EURIBOR-rates, which are central reference rates used for mortgages, are at historically low levels. This might have an adverse effect on Hypo's financial position if the situation continues and the interest payments received on the issued mortgages are reduced due to the low reference rates.

The income risk is measured by, for example, calculating the impact of a parallel interest rate shift of one (1) percentage point and two (2) percentage points (stress test) in Hypo Group's net interest income over one year. The objective of income risk management is to maintain such amounts of, and reference rates and re-pricing dates for, receivable and liability items on the financial balance sheet that the effects of fluctuations in market interest rates on Hypo Group's net interest income are as slight and temporary as possible. The reference rates of interest-bearing receivables are determined in accordance with reference rates generally used for mortgage loans. Funding operations are based on market terms. Depending on the arrangement, the reference rate used is either Euribor (or another market-determined interest) or a fixed rate. The most common reference rate for deposits is Hypo Prime, which is by Hypo Group's own decisions adjusted to changes in the general interest rate level.

The present value risk is measured by calculating the impact of a parallel shift of one (1) percentage point and two (2) percentage points (stress test) in interest rates on the present value of the banking book. The negative effect of the discounted net cash flows from the interest-sensitive receivable and liability items on the balance sheet may not exceed a set limit proportioned to Hypo Group's own funds.

Open interest risk is managed through derivative contracts.

Hypo Group is exposed to structural foreign exchange risk

Currency risks refer to the possibility of loss that results from the fluctuation of currency rates and affects Hypo Group's result. Hypo Group operates in euros or its operations are converted into euros by agreement. It does not engage in foreign exchange trading on its own account. In funding in foreign currencies, the currency risk is managed by concluding currency swaps with counterparties contractually approved at the time of the agreement. In the event the exchange risk materialises, despite the management methods in use, it may have an adverse effect on Hypo Group's business, financial condition and results of operations.

Risks related to ownership of housing units and residential land

Hypo Group's shares in housing companies and residential land are exposed to depreciation, return and damage risks as well as risks related to concentrated ownership.

The fair value of residential land or shares in housing companies may decrease

The depreciation risk is materialised if the fair values of residential land or shares in housing companies permanently decrease below the acquisition price. The risk may be materialised when a site is sold. Hypo Group makes its investments in housing units and residential land as long term investments.

The returns of holdings may decrease and eventual other losses may incur

Return risk refers to decrease in the returns on holdings. The return risk is materialised if the occupancy rate of leased sites decreases or if the level of returns generally decreases in the lease market. Housing units and land may also be affected by other kinds of losses which decrease their value and thereby may cause losses to Hypo.

Concentration of location of secured properties may adversely affect Hypo Group's business

Hypo Group's housing and residential land investments are distributed across a number of sites in growth centres. Despite of that there are few concentrations of holdings at individual sites.

The value of residential property collateral of the mortgage loans granted by the Issuer may decline sharply and rapidly in the event of a general downturn in the value of property in Finland. Such downturn may hence have an adverse effect on the Issuer's financial condition, results of operations and ability to make payment under the Notes.

Risks related to the Notes

The Notes may not be a suitable investment for all investors

Each potential investor of the Notes must determine the suitability of that investment in light of such investor's own circumstances. In particular, each potential investor should:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement to this Base Prospectus;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes 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 the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the currency in which such potential investor's financial activities are principally denominated;
- (d) understand thoroughly the terms of the relevant Notes and the behaviour of any relevant 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.

The past development of the value of securities is not a guarantee of returns in the future. The investor alone is liable for the financial consequences of his or her investment decisions. Changes in the tax treatment of the Notes and their return during the term of the Notes may adversely affect the net returns received by the Noteholder.

Investor may lose in part or wholly the invested principal or the interest in case Hypo would become insolvent during the term of the Notes.

If the Notes have been subscribed for a value above the nominal amount of the Notes, the investor may lose part of the subscription price, and the subscription fee, if applicable even though the redemption price according to the Final Terms is the nominal amount of the Notes.

No security is given in respect of the Senior Unsecured Notes and the Subordinated Debentures

There is no security on the Senior Unsecured Notes and the Subordinated Debentures (as regards the Subordinated Debentures, giving a security is not permissible in accordance with Finnish law). In the event of insolvency of Hypo the Senior Unsecured Notes rank *pari passu* with other unsecured obligations of Hypo in respect of Hypo's remaining assets. In the event of insolvency of Hypo, and due to the fact that no security on the Senior Unsecured Notes and the Subordinated Debentures is given, the investor may lose the invested principal and/or the interest either partly or wholly.

The Notes are subject to risks related to exchange rates and exchange controls

The Issuer pays the principal and interests on the Notes in the currency determined in the Final Terms. This causes risks relating to currency exchange in case the financial activities of investor are carried out mainly in another currency (the "**Investor's Currency**") than the currency of the Notes. Such risks consist of significant changes in the currency exchange rates, in particular devaluation of the note currency or revaluation of the Investor's currency as well as currency control measures and changes related thereto that are conducted by the home country authorities of either the Investor's currency's country or the note currency country. An increase in the value of the Investor's Currency in relation to the currency of the Notes reduces (i) the investor's counter-value on return received from the Notes, (ii) the counter-value of the principal of the Notes payable to investor and (iii) the counter-value of the market price of the Notes measured in the Investor's Currency.

Governments and authorities responsible for monetary policy may implement currency controls (as some have already done in the past) which can have a negative influence on the exchange rates. As a consequence, the investor may receive less interest or principal than expected – or nothing at all – when measured in the Investor's Currency.

The value of the Notes may be adversely affected by movements in market interest rates

Investing in fixed-interest Notes involves a risk that subsequent changes in the market interest rates may decrease the market value of the Notes.

Risks related to floating interest rate Notes (should such an instrument be issued by the Issuer) involves a risk that subsequent changes in the market interest rates may decrease the market value of the Notes until the date of the ongoing interest period in question.

The completion of transactions relating to the Notes is dependent on Euroclear Finland Ltd.'s operations and systems

Notes issued and incorporated into the book-entry system of Euroclear Finland are in non-certificated form. The Noteholders are dependent on procedures of Euroclear Finland, or as applicable, on procedures of Clearstream or another clearing house taking responsibility for the settlement of the Notes, regarding transfers, payments and information sharing with the Issuer.

The evidence of the Notes issued under the Programme are only account statements provided by Euroclear Finland or its account manager, and no promissory Notes or other documents evidencing ownership are given. Therefore the

ownership of the Notes and any changes in the same appear only in the registers of the book-entry system held by Euroclear Finland or its account managers.

Modification of the General Terms and Conditions of the Programme and/or the Final Terms of the Notes bind all Noteholders

Provisions regarding Noteholders' meetings are included in the General Terms and Conditions of the Programme. A meeting may be summoned in order to discuss matters concerning the benefits of the Noteholders. Noteholders with a majority described in the General Terms and Conditions of the Programme are able to make decisions that affect all Noteholders regardless of whether a Noteholder was present at the meeting, participated in the voting or voted against the majority. The modifications of the General Terms and Conditions of the Programme and other resolutions made in the Noteholders' Meetings may not be in all Noteholders' interest.

No assurance on change of laws or practices

The Notes are governed by the laws of Finland. No assurance can be given on the impacts of amendments to law, court decisions or changes in the administrative proceedings that take place after the date of this Base Prospectus.

Active secondary market for the Notes may not develop

An application for listing of the Notes on the Helsinki Stock Exchange may be made in case such listing has been provided for in the Final Terms of such Tranche of Notes and the amount of the subscribed Notes in such Series of Notes is at least 200,000 euros. However, a daily secondary market for the Notes is not necessarily formed during the term of the Notes. Selling of a note prior to its due date may result in capital gains or loss. This may result from changes in the interest level or low supply of the Notes on the secondary market (lack of liquidity) or a combination of such factors.

Subordinated Debentures have a lower priority in relation to other debts of the Issuer

In the event of insolvency of Hypo the Subordinated Debentures are subordinated to other obligations of the Issuer in respect of Hypo's remaining assets. The investor may lose the invested subscription price either partly or totally.

Credit ratings assigned to any Notes or specifically to the Covered Bonds may not reflect all the risks associated with an investment in those Notes

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

In general, European regulated investors are restricted under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**") from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended).

The assets comprising the Cover Asset Pool do not form part of the general assets of the Issuer that would be available to holders of Senior Unsecured Notes and Subordinated Debentures in the case of bankruptcy or liquidation of the Issuer

In the event of a liquidation or bankruptcy of the Issuer, the holders of Covered Bonds (along with counterparties to related Derivative Transactions and providers of Bankruptcy Liquidity Loans) have the benefit of priority to the assets in the Cover Asset Pool. Holders of Senior Unsecured Notes and Subordinated Debentures do not have the same benefit. In the bankruptcy or liquidation of the Issuer, holders of Senior Unsecured Notes and Subordinated Debentures will therefore be subordinated in right of payment to holders of Covered Bonds.

Risks related to the Covered Bonds

The Cover Asset Pool may not fully cover all claims of the holders of Covered Bonds

The Covered Bonds are issued as covered notes (in Finnish: *katetut joukkolainat*), and covered in accordance with the Finnish Act on Mortgage Credit Bank Activity (in Finnish: *Laki kiinnitysluottopankkitoiminnasta* 688/2010), as amended (the **MCBA**).

Under the MCBA, Noteholders are given a statutory priority in the liquidation or bankruptcy of the Issuer in relation to the assets entered into the register of Covered Bonds that the Issuer is required to maintain pursuant to Chapter 5 of the MCBA as collateral in respect of the Covered Bonds (the “**Register**”). Section 16 of the MCBA states, among other things, that the current value of the total amount of the Cover Asset Pool must continuously exceed the current value of the combined payment obligations resulting from the Covered Bonds by at least two per cent. In calculating the total value of the Cover Asset Pool, the following limitations apply: 1) at most 70 per cent of the underlying value of the shares or the real estate securing each Housing Loan; and 2) the book value of the Substitute Collateral. Under Section 25 of the MCBA, the Noteholder’s priority is limited to 70 per cent in respect of housing loans (in Finnish: *asuntoluotto*, as defined in the MCBA) of the current value of such property which stands as collateral for such housing loans. Accordingly, notwithstanding that the Issuer has entered into liquidation or bankruptcy proceedings, Noteholders have the right to receive payment before all other claims against the Issuer out of the proceeds of the Cover Asset Pool covering the Covered Bonds. To the extent that claims of the Noteholders in respect of the Covered Bonds are not met out of the Cover Asset Pool, the residual claims of the Noteholders will rank *pari passu* with the unsecured and unsubordinated obligations of the Issuer. Noteholders will not have any preferential right to the Issuer’s assets other than those entered into the Register as collateral in respect of the Covered Bonds. Given the *pari passu* ranking of the Covered Bonds under the MCBA, in the event of the Issuer’s liquidation or bankruptcy, the amount available to be paid to Noteholders out of the Cover Asset Pool may be affected by the amounts payable at the relevant time to counterparties of any Derivative Transactions entered into by the Issuer and the providers of Bankruptcy Liquidity Loans entered into by the bankruptcy administrator of the Issuer to secure liquidity or take out liquidity credit in accordance with Section 25 of the MCBA.

The funds accruing from the assets entered in the Cover Asset Pool of the Covered Bonds after the commencement of liquidation or bankruptcy proceedings are, under the MCBA, entered into the register as collateral until the Noteholders, counterparties to Derivative Transactions and providers of Bankruptcy Liquidity Loans are repaid in accordance with the terms and conditions of the Covered Bonds, Derivative Transactions and Bankruptcy Liquidity Loans, as applicable. Such provision of the MCBA shall also be applied to the funds accrued to the Issuer after the commencement of the liquidation or bankruptcy proceedings on the basis of derivative transactions entered into the Register in respect of the Covered Bonds or assets entered into the Register as collateral in respect of the Covered Bonds.

The MCBA was enacted in 2010 and there is limited practical experience in relation to the operation of the MCBA

The MCBA came into effect on 1 August 2010. It contains several amendments to the earlier legislation governing Finnish covered bonds and their preferential rights in an issuer’s liquidation or bankruptcy. The protection afforded to the holders of Covered Bonds by means of a preference on the qualifying assets is based only on the MCBA. Although the MCBA regulates the mortgage credit bank operations of credit institutions that issue mortgage loans as well as mortgage credit banks (in Finnish: *kiinnitysluottopankki*), there is only limited practical experience in relation to the operation of the MCBA. For a summary of the MCBA, see “*Finnish Act on Mortgage Credit Bank Activity*” below.

No events of default in Covered Bonds

The terms and conditions of the Covered Bonds do not include any events of default relating to the Issuer and therefore the terms and conditions of the Covered Bonds do not entitle holders to accelerate the Covered Bonds. As such, it is envisaged that holders will only be paid the scheduled interest payments under the Covered Bonds as and when they fall due under the terms and conditions of the Covered Bonds.

In the event of a failure of the Cover Asset Pool to meet the matching requirements, holders of the Covered Bonds may receive payments according to a schedule that is different from that contemplated by the terms of the relevant Covered Bond

The Issuer will be required under the MCBA to comply with certain matching requirements as long as there is any Covered Bond outstanding. Under the MCBA, if the assets in the Cover Asset Pool do not fulfil the requirements provided for in the MCBA, the FIN-FSA may set a time limit within which the Issuer shall place more collateral in compliance with the MCBA and the conditions of the relevant Covered Bonds. If these requirements are not complied with, the Issuer's license for mortgage bank activities may be withdrawn. If the Issuer is placed in liquidation or declared bankrupt, and the requirements for the total amount of collateral of the Covered Bonds in sections 16 and 17 of the MCBA are not fulfilled, a supervisor appointed by the FIN-FSA may demand that the Issuer's bankruptcy administrator declare the Covered Bonds due and payable and sell the assets in the Cover Asset Pool. This could result in the holders of Covered Bonds receiving payment according to a schedule that is different from that contemplated by the terms of the Covered Bonds (with accelerations as well as delays).

Default of the assets in the Cover Asset Pool may jeopardize payment on the Covered Bonds

Default of the Issuer's assets in the Cover Asset Pool could jeopardize the Issuer's ability to make payments on the Covered Bonds in full or on a timely manner. In case of defaults of the Issuer's assets in the Cover Asset Pool, the Issuer must supplement the Cover Asset Pool to comply with the statutory requirements and if the current value of the total amount of the Cover Asset Pool does not continuously exceed the current value of the combined payment obligations resulting from the Covered Bonds by at least two per cent, the FIN-FSA may withdraw the Issuer's license for mortgage bank activities and the assets in the Cover Asset Pool may not fully cover the payments on the Covered Bonds. To the extent that claims of the Noteholders in respect of the Covered Bonds are not met out of the Cover Asset Pool, the residual claims of the Noteholders will rank *pari passu* with the unsecured and unsubordinated obligations of the Issuer. The Issuer will substitute assets that are, for any reason, no longer eligible for collateral with eligible assets in accordance with the MCBA.

Transfer of Covered Bonds and the Cover Asset Pool in bankruptcy

In bankruptcy, a bankruptcy administrator may, with the permission of the FIN-FSA, transfer the liability for a covered bond and the corresponding collateral to a mortgage credit bank, deposit bank or credit entity that has acquired a license to issue covered bonds or to a foreign mortgage credit bank which is subject to supervision corresponding to that of the MCBA unless the terms of the covered bond provide otherwise. See also "*Finnish Act on Mortgage Credit Bank Activity—Management of Cover Pool Assets during the liquidation or bankruptcy of the issuer*".

No market for collateral after an insolvency of the Issuer

There is no assurance as to whether there will be a trading market for the collateral in the Cover Asset Pool or an eligible transferee to take over the obligations relating to the Covered Bonds and the corresponding collateral after an insolvency of the Issuer.

Liquidity post Issuer bankruptcy

It is believed that neither an insolvent issuer nor its bankruptcy estate would have the ability to issue Covered Bonds. Under the MCBA, the bankruptcy administrator (upon the demand or the consent of a supervisor appointed by the FIN-FSA) may, however, raise liquidity through the sale of mortgage loans and other assets in the Cover Asset Pool to fulfil the obligations relating to the relevant Covered Bonds. Further, the bankruptcy administrator (upon the demand or the consent of the supervisor appointed by the FIN-FSA) may take out liquidity loans and enter into other agreements for the purpose of securing liquidity of the Cover Asset Pool (the "**Bankruptcy Liquidity Loans**"). Counterparties in such transactions will rank *pari passu* with holders of the relevant Covered Bonds and counterparties in existing Derivative Transactions entered into the Register of the Cover Asset Pool. However, there can be no assurance as to the actual ability of the bankruptcy estate to raise post-bankruptcy liquidity, which may result in a failure by the Issuer to make full and timely payments to holders of Covered Bonds and existing derivative counterparties registered in the Cover Asset Pool.

Defaults under the mortgage loans and defaults by borrowers may result in the Issuer's license for mortgage bank activity to be withdrawn

The mortgage loans which secure the Covered Bonds will comprise loans secured on property. A borrower may default on its obligation under such mortgage loan. The Issuer will substitute assets that are, for any reason, no longer eligible for collateral with eligible assets in accordance with the MCBA. If the Issuer does not have sufficient assets to be added to the Cover Asset Pool, the Issuer would breach its statutory obligations as stipulated by the provisions of the

MCBA and the FIN-FSA may set a time limit within which the Issuer shall place more collateral in compliance with the MCBA and the conditions of the relevant Covered Bonds. If these requirements are not complied with, the Issuer's license for mortgage bank activities may be withdrawn.

Defaults may occur for a variety of reasons. Defaults under mortgage loans are subject to credit, liquidity and interest rate risks. Various factors influence mortgage delinquency rates, prepayment rates, repossession frequency and the ultimate payment of interest and principal, such as changes in the national or international economic climate, regional economic or housing conditions, changes in tax laws, interest rates, inflation, the availability of financing, yields on alternative investments, political developments and government policies. Other factors in borrowers' individual, personal or financial circumstances may affect the ability of the borrowers to repay the mortgage loans. Loss of earnings, unemployment, illness, divorce, weakening of financial conditions or results of business operations and other similar factors may lead to an increase in delinquencies by and bankruptcies of borrowers, and could ultimately have an adverse impact on the ability of borrowers to repay the mortgage loans. In addition, the ability of a borrower to sell a property given as security for a mortgage loan at a price sufficient to repay the amounts outstanding under that mortgage loan will depend upon a number of factors, including the availability of buyers for that property, the value of that property and property values in general at the time.

No due diligence has or will be undertaken in relation to the Cover Asset Pool

No investigations, searches or other actions in respect of any assets contained or to be contained in the Cover Asset Pool has or will be performed by the Arranger nor any Lead Manager. Instead, they will rely on the obligations of the Issuer under applicable Finnish law.

Limited information is available to holders of Covered Bonds, especially in relation to the assets in the Cover Asset Pool

Investors will not receive detailed statistics or information in relation to the mortgage loans, the location of the properties securing the mortgages or other assets included in the Cover Asset Pool and it is expected that the composition of the Cover Asset Pool will change from time to time through the repayment of the mortgage loans by borrowers or new mortgage loans and/or other eligible assets being added to the Cover Asset Pool. The assets contained in the Cover Asset Pool will change over time reflecting repayments and new credits granted and, therefore, there are no assurances that the regional diversification, risk profile or credit quality of the assets in the Cover Asset Pool will remain the same as on or after the issue date of any Covered Bonds. The Issuer will maintain a separate register for the Cover Asset Pool in accordance with the MCBA and inform the Noteholders of the composition of the Cover Asset Pool in its financial statements and interim financial statements as set out in Section 19 of the MCBA. The Issuer is subject to the disclosure obligations as set out in the EU Market Abuse Regulation (No 596/2014), the Finnish Securities Markets Act, in the regulations and guidelines of the FIN-FSA as well as in the rules of the Helsinki Stock Exchange, and this disclosure obligation may include matters relating to the requirements set for the Cover Asset Pool in accordance with the MCBA where such information is of precise nature and likely to have a significant effect on the prices of the Covered Bonds.

Reliance on Swap Providers

To provide a hedge against possible variances in the rates of interest receivable on the mortgage loans and other assets from time to time held by the Issuer (which may, for instance, include variable rates of interest, discounted rates of interest, fixed rates of interest or rates of interest which track a base rate) and the interest rate(s) under the Covered Bonds, the Issuer may from time to time enter into interest rate swap agreements (see "*Derivative Transactions related to the Covered Bonds*").

If any swap counterparty defaults on its obligations to make payments under the relevant interest rate swap agreement, the Issuer will be exposed to changes in the relevant rates of interest. Unless such interest rate swap agreements are replaced, the Issuer may not have sufficient funds to make payments under the Covered Bonds.

Extendable obligations

The applicable Final Terms may provide that an Extended Final Maturity Date (as defined below) applies to a Series of Covered Bonds.

If the Issuer notifies the Issuer Agent at the latest on the fifth Business Day before the Maturity Date that it will not redeem the relevant Covered Bonds in full on the Maturity Date (or within two Business Days thereafter) the maturity of the nominal amount outstanding of the Covered Bonds not redeemed will automatically extend to a date not later than 12 months from the Maturity Date, subject as otherwise provided for in the applicable Final Terms (the “**Extended Final Maturity Date**”). In that event, the Issuer may redeem all or part of the nominal amount outstanding of the Covered Bonds on an Interest Payment Date falling after the Maturity Date, up to and including the Extended Final Maturity Date or as otherwise provided for in the applicable Final Terms. The Covered Bonds will also then bear interest on the nominal amount outstanding of the Covered Bonds in accordance with the applicable Final Terms.

The extension of the maturity of the principal amount outstanding of the Covered Bonds from the Maturity Date to the Extended Final Maturity Date will not result in any right of the Noteholders to accelerate payments or take action against the Issuer, and no payment will be payable to the Noteholders in that event other than as set out in the terms and conditions of the Covered Bonds as completed by the applicable Final Terms. In these circumstances, failure by the Issuer to make payment in respect of the Final Redemption Amount on the Maturity Date shall not constitute a default in payment by the Issuer.

Furthermore, if the Issuer has the right to convert the interest rate on the Covered Bonds from a fixed rate to a floating rate or vice versa in relation to all amounts constituting accrued interest due and payable on each Interest Payment Date falling after the Maturity Date up to (and including) the Extended Final Maturity Date, then the Issuer may pay such interest pursuant to the floating rate or fixed rate (as the case may be) set out in the applicable Final Terms (see “If the Issuer has the right to convert the interest rate on any Notes from a fixed rate to a floating rate, or vice versa, this may affect the secondary market and the market value of the Notes concerned”).

GENERAL INFORMATION

Issuer

The Mortgage Society of Finland
Reg.no. 0116931-8
Domicile: Helsinki
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00120 Helsinki
tel. 09-228 361
hypo@hypo.fi
www.hypo.fi

Arranger

Nordea Bank Finland Plc
Reg.no. 1680235-8
Satamaradankatu 5
00020 Nordea, Helsinki

Auditor of the Issuer

PricewaterhouseCoopers Oy
Authorised Public Accountants
Itämerentori 2
00180 Helsinki
Responsible auditor Juha Tuomala, M.Econ,
Authorised Public Accountant

Responsibility Statement

The Issuer accepts responsibility for the information contained in this Base Prospectus and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

Auditors

PricewaterhouseCoopers Oy has audited Hypo Group's financial statements for the financial years ended 31 December 2015 and 31 December 2014 and continues as current auditor.

Financial statements of 2015 and 2014 are incorporated in this Base Prospectus by reference.

The Base Prospectus and Final Terms are available at Hypo's website <http://www.hypo.fi/en/investor-relations/> and also upon request from Hypo or from the subscription places mentioned in the Final Terms.

OVERVIEW OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms.

This Overview constitutes a general description of the Programme for the purposes of Article 22.5(3) of Commission Regulation (EC) No 809/2004 implementing Directive 2003/71/EC.

This general description of the Programme must be read together with the other information included in this Base Prospectus.

Issuer:	The Mortgage Society of Finland
Risk Factors:	There are certain factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme. These are set out under " <i>Risk Factors</i> " and include risks relating to general economic conditions and circumstances in the financial market and business, credit, liquidity, operational and market risks affecting the Issuer and its subsidiaries. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme. These are set out under " <i>Risk Factors</i> " and include certain risks relating to the structure of particular Series of Notes (including certain risks specific to Covered Bonds), certain market risks and risks relating to the illiquidity of the Notes.
Arranger of the Programme:	Nordea Bank Finland Plc
Lead Manager(s) of Series of Notes and possible other subscription places:	Defined in Final Terms of a Tranche of Notes.
Issuer Agent and Paying Agent:	Defined in Final Terms of a Tranche of Notes.
Maximum amount of the Programme:	1,500,000,000 euros. The Issuer may increase the maximum amount.
Distribution:	Notes may be distributed outside the United States to, or for the account or benefit of, persons other than U.S. Persons (as such terms are defined in Regulation S under the Securities Act 1933, as amended) by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Final Terms:	Notes issued under the Programme will be issued pursuant to this Base Prospectus and associated Final Terms. The terms and conditions applicable to any particular Tranche of Notes will be the General Terms and Conditions combined with the relevant Final Terms.
Form of the Notes:	The Notes are issued in book-entry form in the book-entry system of Euroclear Finland.
Note currencies:	Euro or such other currency or currencies as may be separately resolved by the Issuer upon each issuance of the

	Notes under the Programme.
Priority of the Senior Unsecured Notes	The Senior Unsecured Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank <i>pari passu</i> among themselves and (save for certain obligations required to be preferred by law) equally with all other senior unsecured obligations (other than Subordinated Debentures and other subordinated obligations, if any) of the Issuer.
Priority of the Covered Bonds:	<p>The Covered Bonds will be covered in accordance with the MCBA and will therefore benefit from the Cover Asset Pool. The Covered Bonds rank <i>pari passu</i> among themselves and with all other obligations of the Issuer in respect of mortgage-backed notes covered in accordance with the MCBA (including pursuant to sections 25 and 26 of the MCBA) as well as all Derivative Transactions and Bankruptcy Liquidity Loans entered into the Register. In calculating the total value of the Cover Asset Pool, the following limitations apply:</p> <ol style="list-style-type: none"> 1) at most 70 per cent of the underlying value of the shares or the real estate securing each Housing Loan; and 2) the book value of the Substitute Collateral. <p>In respect of the priority of the holders of the Covered Bonds, under Section 25 of the MCBA, the priority is limited among other things to 70 per cent in respect of Housing Loans of the current value, as at the date of the liquidation or bankruptcy of the Issuer, of the properties or the shares in the property owning companies which stand as collateral for such Housing Loans. To the extent that claims of the Noteholders in relation to the Covered Bonds are not fully met out of the assets of the Issuer that are covered in accordance with the MCBA, the residual claims of the holders of Covered Bonds will rank <i>pari passu</i> with the unsecured and unsubordinated obligations of the Issuer.</p> <p>See also “<i>Finnish Act on Mortgage Credit Bank Activity</i>”.</p>
Priority of the Subordinated Debentures	The Subordinated Debentures rank lower in priority than other obligations and commitments of Hypo.
Listing:	The Notes can be applied for listing on the Helsinki Stock Exchange. Also unlisted Notes can be issued.
Term of the Notes:	A minimum of one year.
Interest:	Fixed interest or floating interest tied to a reference interest rate. Notes can also be issued as zero coupon notes which will be offered and sold at a discount to their nominal amount and will not bear interest.

Redemption:	The nominal amount of the Notes.
Applicable law:	Finnish law.
Authorization:	The Programme and the issue of Notes have been duly authorized by a resolution of the resolution of the Board of Directors of the Issuer dated 29 February 2016.
Credit rating:	<p>As at the date of this Base Prospectus, the Issuer has a long- and short-term counterparty credit ratings BBB/A-3 (S&P). The outlook is negative reflecting S&P's view of the weak economic recovery in the Finnish economy. A Series of Notes to be issued under the Programme may be rated or unrated.</p> <p>The Covered Bonds are expected to be rated AAA (S&P).</p> <p>There is no guarantee that the rating of the Issuer assigned by S&P will be maintained following the date of this Base Prospectus or that a rating of the Covered Bonds or any Series of Notes is obtained or maintained, and the Issuer may seek to obtain ratings from other rating agencies.</p> <p>A rating is not a recommendation to buy or sell or hold Notes and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Up-to-date information should always be sought by direct reference to the relevant rating agency.</p>

GENERAL TERMS AND CONDITIONS OF THE PROGRAMME

The following General Terms and Conditions of the Programme must be read in their entirety together with the relevant Final Terms for the relevant Notes.

1. Notes and their form

The notes are issued by the Mortgage Society of Finland (the “**Issuer**”). The Notes are issued in a series (each a “**Series**”). Each Series may comprise one or more tranches (each a “**Tranche**”) of Notes. The terms and conditions of a Tranche are formed by combining these general terms and conditions (the “**General Terms and Conditions**”) and a document specific to such Tranche of Notes called final terms (“**Final Terms**”).

Notes can be issued:

- (a) as senior unsecured notes that rank *pari passu* with the Issuer’s other unsecured commitments (the “**Senior Unsecured Notes**”);
- (b) as subordinated debentures in accordance with Section 34 subsection 2 of the Promissory Notes Act (1947/622; hereinafter the “**Promissory Notes Act**”), which have lower priority than other commitments of the Issuer (the “**Subordinated Debentures**”). Subordinated Debentures cannot be used for set off. The Issuer reserves the right to repurchase Subordinated Debentures prior to their due date with the permission of the FIN-FSA, if the purchase requires such permission; or
- (c) as covered notes (in Finnish: *katetut joukkolainat*) (the “**Covered Bonds**”), covered in accordance with the Finnish Act on Mortgage Credit Bank Activity (in Finnish: *Laki kiinnitysluottopankkitoiminnasta 688/2010*), as amended (the “**MCBA**”). The Covered Bonds are direct, unconditional and unsubordinated obligations of the Issuer and rank *pari passu* among themselves and with all other obligations of the Issuer in respect of mortgage-backed notes covered in accordance with the MCBA (including pursuant to Sections 25 and 26 of the MCBA) as well as all Derivative Transactions and Bankruptcy Liquidity Loans.

Notes can be issued to be subscribed by institutional investors and/or retail investors.

The Notes will be issued in the Infinity book-entry securities system of Euroclear Finland Oy, incorporated in Finland with Reg. No. 1061446-0, address Urho Kekkosen katu 5 C, FI-00100 Helsinki, Finland, (“**Euroclear Finland**”) (or any system replacing or substituting the Infinity book-entry securities system in accordance with the Finnish laws, regulations and operating procedures applicable to and/or issued by Euroclear Finland for the time being (the “**Euroclear Finland Rules**”), in accordance with the Act on the Book-Entry System and Clearing and Settlement (749/2012, as amended) and other Finnish legislation governing book-entry system and book-entry accounts as well as the Euroclear Finland Rules. The registrar in respect of the Notes will be Euroclear Finland.

The issuer agent (in Finnish: *liikkeeseenlaskijan asiamies*) for a Series of Notes referred to in the regulations of Euroclear Finland as well as the issuer and paying agent of the Notes (the “**Issuer Agent**” and/or where applicable, the “**Paying Agent**”) are defined in the Final Terms. The Issuer may appoint one or more Lead Manager (the “**Lead Managers**”) for a Tranche of Notes as specified in the Final Terms. The Issuer may appoint a calculation agent for a Tranche of Notes or the Issuer may act as the calculation agent, in each case as specified in the Final Terms.

Notes subscribed and paid for shall be entered to the respective book-entry accounts of the subscriber(s) on a date set out in the Final Terms in accordance with the Finnish legislation governing the book-entry system and book-entry accounts as well as the Euroclear Finland Rules. Each Note is freely transferable after it has been registered into the respective book-entry account.

2. Nominal value

The nominal amount of each book-entry unit relating to the Notes is defined in the Final Terms.

3. Maximum amount of the Programme and note principal as well as currency

The total equivalent value of unamortized Notes issued at one time can be a maximum of one billion five hundred million (1,500,000,000) euros. The Issuer may decide on raising or lowering the maximum amount.

The principal and the currency (euro or other relevant currency) of a Series of Notes and the specific Tranche of Notes are defined in the Final Terms. The Issuer may decide on raising or lowering the issued aggregate principal of each Series and Tranche of Notes during the subscription period. Notice of any decision to raise or lower the issued aggregate principal of each Tranche of Notes during the subscription period is available at the subscription places and on the website at <http://www.hypo.fi/en/investor-relations/> as soon as practicable after any such decision is made.

Each Series of Notes is numbered annually in numerical order. Each Tranche of Notes under each Series of Notes is numbered in numerical order.

4. The term of the Notes, redemption and extension of maturity

4.1 The term of the Notes and redemption

The term of the Notes is at least one year. The principal of the Notes is to be repaid on the Maturity Date as defined in the Final Terms or on the Extended Final Maturity Date if an Extended Final Maturity Date has been specified in the applicable Final Terms and the Issuer has extended the maturity of the Notes in accordance with Condition 4.2. The principal of the Notes is to be repaid in instalments if so defined in the Final Terms. The business day convention defined in Final Terms is applicable to the Maturity Date and the Extended Final Maturity Date. The redemption amount is the nominal amount of the principal.

4.2 Extension of Maturity up to Extended Final Maturity Date

An Extended Final Maturity Date may apply to a Series of Covered Bonds, as specified in the applicable Final Terms.

If “Extended Maturity” is specified as applicable in the applicable Final Terms and the Issuer notifies the Issuer Agent at the latest on the fifth Business Day before the Maturity Date that it will not redeem a Series of the Notes in full on the Maturity Date or within two Business Days thereafter, the maturity of the Notes and the date on which the Notes will be due and repayable for the purposes of these Conditions will be automatically extended up to but no later than the Extended Final Maturity Date, subject as otherwise provided in the applicable Final Terms and provided that the maturity of any Note may not be extended beyond the date falling 12 months after the Maturity Date. In that event, the Issuer may redeem all or any part of the nominal amount outstanding of the Notes on an Interest Payment Date falling in any month after the Maturity Date up to and including the Extended Final Maturity Date or as otherwise provided in the applicable Final Terms.

The Issuer shall give notice to the Noteholders (in accordance with Condition 19) of (a) any decision to so extend the maturity of the Notes, in whole or in part, as soon as practicable after any such decision is made and (b) its intention to redeem all or any of the nominal amount outstanding of the Notes in full at least three Business Days prior to (i) the Maturity Date, where practicable for the Issuer to do so and otherwise as soon as practicable after the relevant decision to redeem the Notes (if any) is made or, as applicable (ii) the relevant Interest Payment Date or, as applicable (iii) the Extended Final Maturity Date.

Any failure by the Issuer to so notify such persons shall not affect the validity or effectiveness of any such extension of the maturity of the Notes or, as applicable, redemption by the Issuer on the Maturity Date or, as applicable, the relevant Interest Payment Date or, as applicable, the Extended Final Maturity Date or give rise to any such person having any rights in respect of any such redemption but such failure may result in a delay in payment being received by a Noteholder through Euroclear (including on the Maturity Date where at least three Business Days’ notice of such redemption is not given to the Noteholders (in accordance with Condition 19)) and Noteholders shall not be entitled to further interest or any other payment in respect of such delay.

In the case of Notes which are zero coupon notes up to (and including) the Maturity Date and for which an Extended Final Maturity Date is specified in the applicable Final Terms, for the purposes of this Condition

4.2, the nominal amount outstanding shall be the total amount otherwise payable by the Issuer on the Maturity Date less any payments made by the Issuer in respect of such amount in accordance with these Conditions.

Any extension of the maturity of the Notes under this Condition 4.2 shall be irrevocable. Where this Condition 4.2 applies, any failure to redeem the Notes on the Maturity Date or any extension of the maturity of the Notes under this Condition 4.2 shall not constitute an event of default for any purpose or give any Noteholder any right to receive any payment of interest, principal or otherwise on the relevant Notes other than as expressly set out in these Conditions.

In the event of the extension of the maturity of the Notes under this Condition 4.2, interest rates, interest periods and interest payment dates on the Notes from (and including) the Maturity Date to (but excluding) the Extended Final Maturity Date shall be determined in accordance with the applicable Final Terms.

If the Issuer redeems part and not all of the principal amount outstanding of the Notes on an Interest Payment Date falling in any month after the Maturity Date, the redemption proceeds shall be applied rateably across the Notes and the nominal amount outstanding on the Notes shall be reduced by the level of that redemption.

If the maturity of the Notes is extended up to the Extended Final Maturity Date in accordance with this Condition 4.2, subject as otherwise provided in the applicable Final Terms, for so long as any of the Notes remains outstanding, the Issuer shall not issue any further Notes, unless the proceeds of issue of such further Notes are applied by the Issuer on issue in redeeming in whole or in part the relevant Notes the maturity of which has been extended in accordance with this Condition 4.2.

This Condition 4.2 shall only apply to Notes for which “Extended Maturity” is specified as applicable in the applicable Final Terms and if the Issuer does not redeem those Notes in full on the Maturity Date (or within two Business Days thereafter).

5. Subscription of Notes

5.1 Subscription manner and subscription price and the payment of subscriptions

Each Series of Notes is offered for subscription during the subscription period at the subscription places defined in the Final Terms of each Tranche of Notes. The Issuer may decide on shortening or lengthening the subscription period.

The subscription amount is the nominal value of the subscription multiplied by the issue price of the moment of subscription. When subscription takes place after the issue date, the accrued interest in accordance with the Final Terms for the subscribed amount for the period between the issue date and the payment date of the subscription must also be paid (except in case of zero coupon notes).

When Notes are subscribed on any other day than on an interest payment day but after the first interest payment day, the subscriber must pay the accrued interest for the period between the beginning of the current interest period and the subscription payment day.

The Issuer does not charge the costs related to the issue or offering of the Notes from the Noteholders. The Lead Manager(s) and eventual other subscription places may charge such costs, which are based on the agreement between the Noteholder and the Lead Manager(s) or the eventual other subscription place. The eventual fees related to subscription are further determined in the Final Terms.

Approved subscriptions are confirmed after the termination of the subscription period. Subscriptions are to be paid in a manner informed in the Final Terms. Subscriptions shall be paid for as instructed in connection with the subscription or at the time of the subscription, in each case as stipulated in the relevant Final Terms of a Tranche of Notes.

5.2 Measures in oversubscription and under-subscription situations

The Issuer has the right to determine separately on the measures in a situation of oversubscription and under-subscription of a Series of Notes. In the event of oversubscription, such measure may include, for example, reducing subscriptions in part or in whole. In case the minimum amount of subscriptions is not fulfilled

(undersubscription), the issue of the Series of Notes may be cancelled. It can be stipulated in the Final Terms of a Tranche of Notes that the issue of a certain Series of Notes requires a defined minimum amount of subscriptions or fulfilment of another condition.

The Issuer has the right to raise the amount of offered Notes of a Series of Notes during the subscription period or to discontinue the subscription of Notes.

Notice of cancellation of the issue or suspension of the subscription due to oversubscription is available at the subscription places and on the website at <http://www.hypo.fi/en/investor-relations/>.

If the issue is cancelled or the subscriptions are decreased due to oversubscription, the Issuer shall refund the price paid to the account notified by the subscriber within five (5) Business days from the date of the decision concerning the cancellation or decrease.

5.3 Issue price

The issue price of the Notes is fixed or floating and is determined in the Final Terms. In case the issue price is floating, the Issuer will determine the issue price on a daily basis throughout the subscription period. In case of a floating issue price, the maximum issue price will be determined in the Final Terms.

5.4 Subscriber's cancellation right and discontinuance of acceptance of subscriptions in certain cases

If the Issuer, during the subscription period of Notes, or before the Notes have been admitted for public trading, supplements the Base Prospectus due to an error, deficiency or material new information in it or publishes a completely updated Base Prospectus during the above-mentioned period, a subscriber, who has made a subscription before the publication of a supplement or before the publication of the updated base prospectus, has the right, according to Chapter 4 Section 14 of the Finnish Securities Markets Act (746/2012; hereinafter the "**Securities Markets Act**"), to cancel his subscription within at least two business days from the publication of the supplement or the update. However, the cancellation right only exists if the error, deficiency or material new information arose or was noted before the delivery of the Notes to the subscribers in accordance with Condition 6. The supplemented Base Prospectus or a completely updated prospectus and information on the time limit for cancellation and the procedure relating to it are available at subscription places and on the Issuer's website <http://www.hypo.fi/en/investor-relations/>.

The Issuer has the right to discontinue the acceptance of subscriptions immediately when a need to supplement the Base Prospectus has become evident. The discontinuance will be announced in the subscription places.

6. Delivery of Notes

Book-entries are registered in the book-entry account informed by the subscriber in a manner announced in connection with the subscription and during the time period defined in the Final Terms in accordance with legislation regarding the book-entry system and book-entry accounts and the Euroclear Finland Rules.

7. Security

No security has been granted for the Senior Unsecured Notes and the Subordinated Debentures.

The Covered Bonds are covered by the assets that comprise a qualifying cover asset pool maintained by the Issuer in accordance with the MCBA.

8. Interest

Either a fixed rate or floating rate interest based on a reference rate is paid from time to time on the unamortized principal of the Notes. Interest is paid on due dates of payment of interest defined in the Final Terms.

Notes can also be issued as zero coupon notes which will be offered and sold at a discount to their nominal amount and will not bear interest.

8.1 Fixed rate interest

Annual interest, specified in the Final Terms, is paid on a note to which this provision is applicable according to the Final Terms.

8.2 Floating reference rate interest

Floating interest, which consists of a floating reference rate interest and a margin, is paid on a note to which this provision is applicable according to the Final Terms.

The floating reference rate interest can be EURIBOR or other relevant reference rate, such as STIBOR, NIBOR, CIBOR or LIBOR (“OTHER”) if the issuance has been made in other currency than EUR.

The floating reference interest rate (being either LIBOR, EURIBOR, NIBOR, CIBOR or STIBOR, as specified in the applicable Final Terms) which appears or appear, as the case may be, on the relevant screen page of a designated distributor (currently Thomson Reuters), or such replacement page on a service which displays the information, as at 11.00 a.m. (London time in the case of LIBOR, Brussels time in the case of EURIBOR, Oslo time in the case of NIBOR, Copenhagen time in the case of CIBOR or Stockholm time in the case of STIBOR) two applicable Business Days (as specified in the applicable Final Terms) prior to the beginning of the interest period. If the interest period does not correspond to any time period provided on the designated distributor’s page, the interest is calculated by interpolating the ratio of time with two reference interest rates closest to the above-mentioned interest period, between which the interest period settles.

If a EURIBOR or OTHER quotation or a quotation replacing it is not available, a reference rate for the closest corresponding interest period agreed on by the Lead Manager(s) and the Issuer, and based on the prevailing EURIBOR interest rate level in Finland and OTHER interest rate level in the relevant country, is used. The margin will be added to the reference rate.

8.3 Minimum and/or the maximum amount of interest

A minimum or a maximum amount or both for the interest mentioned in Condition 8.2, can be determined in the Final Terms.

9. Interest period

Interest period means each period of time, for which the interest is calculated. The first interest period begins on the issue date or on any other date as specified in the applicable Final Terms and ends on the following interest payment date specified in the Final Terms. Each following interest period begins on the previous interest payment date and ends on the following interest payment date. Interest accrues for each interest period including the first day of the interest period and excluding the last day of the interest period.

10. The Day Count Fraction

The Day Count Fraction applied to the Notes is defined in the Final Terms and it can be:

- (a) “**Actual/Actual (ICMA)**”, where the actual days of the interest period are divided by the number which is received by multiplying the actual days of the interest period with the amount of interest periods included in a year (possible irregular interest periods form an exception);
- (b) “**Actual/Actual (ISDA)**”, where the actual days of the interest period are divided on other years than leap years by 365 and on leap years by 366. If the interest period is only partially extended to a leap year, the interest period is divided into two parts, to which the previously explained principles will be applied and the total amount of interests are combined;
- (c) “**Actual/365**”, where the actual days of an interest period are divided by 365;
- (d) “**Actual/360**”, when the actual days of an interest period are divided by 360;

- (e) “**30E/360**” or “Eurobond rule”, where the interest year is combined of 12 30 day months (however so, that when the last day of the last interest period is the last day of February, February is not changed to a 30 day month), which are divided by 360; or
- (f) “**30/360**”, where the interest year has 360 days and the interest month has 30 days.

11. Business Day Convention

The business day convention is defined in the Final Terms, according to which the interest payment date will be postponed if it is not a business day, by choosing one of the following:

- (a) “**Following**”, where the interest payment date is the nearest following business day,
- (b) “**Modified Following**”, where the interest payment date is the nearest following business day, except if the following business day is in the next calendar month, then the interest payment date is the previous business day,
- (c) “**Preceding**”, where the interest payment date is the previous business day.

The change of the payment date of the interest of a fixed interest note does not affect the amount of interest to be paid on the share of the note.

The change of the payment date a floating rate interest influences the length of the interest period and, by implication, the amount of the interest to be paid on the share of the note.

“**Business day**” means a day when

- (a) commercial banks and foreign exchange markets settle payments and are open for general business in Finland and the Trans-European Automated Real-Time Gross Settlement Express (TARGET 2) System is open, and
- (b) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business in the principal financial centre of the country of the relevant currency.

12. Payment of interest

Interest is paid on the days which are defined in the in the Final Terms. The payment is to be paid according to legislation regarding the book-entry system and book-entry accounts and according to the rules and decisions of Euroclear Finland to the Noteholder, who is entitled to receive the payment according to the book-entry account information.

13. Event of Default

This Condition 13 applies only to Senior Unsecured Notes and Subordinated Debentures. For the avoidance of doubt, this Condition 13 does not apply to any Covered Bonds.

If an Event of Default (as defined below) occurs, any Noteholder of the relevant Series of Notes may by a written notice to the Issuer declare the principal amount of such Note together with the interest then accrued on such Note to be due and payable at the earliest on the 10th day from the date such claim was presented provided that an Event of Default exists on the date of receipt of the notice and on the specified early maturity date specified in such claim.

Each of the following events shall constitute an Event of Default:

- (a) **Non-Payment:** Any amount of interest on or principal of a Series of Notes has not been paid within 7 Business Days from the relevant due date, unless the failure to pay is caused by a reason referred to in Condition 16 (Force Majeure).
- (b) **Cross Default:** (Any outstanding Indebtedness is declared due or repayable prematurely by reason of an event of default (howsoever described); (i) the Issuer fails to make any

payment in respect of Indebtedness on the relevant due date as extended by any originally applicable grace period; (ii) any security given by the Issuer in respect of such Indebtedness becomes enforceable by reason of default; (iii) the Issuer defaults in making any payment when due (as extended by any applicable grace period) under any guarantee in relation to such Indebtedness. However, no Event of Default will occur under (i)-(iii) above if the aggregate amount of such payment or Indebtedness is less than ten million (10,000,000) euros or its equivalent in foreign currency.

“**Indebtedness**” means for the purposes of these terms and conditions, indebtedness (whether being principal, premium, interest or other amounts) in respect of any notes, bonds, debentures, debenture stock, loan stock or other securities or any borrowed money or any liability under or in respect of any acceptance or acceptance credit of the Issuer.

A Noteholder shall not be entitled to demand repayment under this sub-condition (b) if the Issuer has bona fide disputed the existence of the occurrence of an Event of Default under this subcondition (b) in the relevant court or in arbitration as long as such dispute has not been finally and adversely adjudicated against the Issuer.

- (c) **Cessation of Business:** The Issuer ceases to carry on its current business in its entirety.
- (d) **Winding-up:** An order is made or an effective resolution is passed for the winding-up, liquidation or dissolution of the Issuer.
- (e) **Insolvency:** (i) The Issuer becomes insolvent or is unable to pay its debts as they fall due; (ii) the Issuer makes a general assignment or an arrangement or composition with or for the benefit of its creditors; or (iii) an application is filed for it being subject to bankruptcy or re-organization proceedings, or for the appointment of an administrator or liquidator of any of the Issuer’s assets and such application is not discharged within 45 days.

14. Noteholders’ meeting

The Issuer may convene a meeting of Noteholders (hereinafter “**Noteholders’ meeting**”) to decide on amendments of these General Terms and Conditions or other matters as specified below. Euroclear Finland must be notified of the Noteholders’ Meeting by the Issuer in accordance with the Euroclear Finland Rules.

Notice of a Noteholders’ Meeting shall be provided to noteholders in accordance with Condition 19 at least ten (10) days prior to the meeting, and shall include information on the date, place and agenda of the Noteholder Meeting and instructions for the Noteholders to attend the Noteholder Meeting.

The Noteholders’ meeting must be held in Helsinki and the chairman of the meeting shall be appointed by the Board of Directors of the Issuer.

The quorum of any Noteholders’ Meeting will be one or more persons present holding or representing at least seventy-five (75) per cent of the principal amount of the Series of Notes for the time being outstanding.

If, within thirty (30) minutes after the time specified for the start of a Noteholders’ Meeting, a quorum is not present, any consideration of the matters to be dealt with at the meeting may, at the request of the Issuer, be adjourned for consideration at a meeting to be convened on a date no earlier than fourteen (14) calendar days and no later than twenty-eight (28) calendar days after the original meeting, at a place to be determined by the Issuer. The quorum for an adjourned Noteholders’ Meeting will be at least twenty-five (25) per cent of the principal amount of the Series of Notes for the time being outstanding.

Notice of an adjourned Noteholders’ Meeting shall be given in the same manner as notice of the original meeting. The notice shall also state the requirements for the constitution of a quorum.

Voting rights of Noteholders shall be determined according to the principal amount of the Notes held.

The Issuer and any companies belonging to Hypo Group shall not hold voting rights at any Noteholders' Meeting. Resolutions shall be carried by a two thirds (2/3) of majority of the votes cast. A representative of the Issuer and a person authorised to act for the Issuer may attend and speak at a Noteholders' Meeting.

A Noteholders' Meeting is entitled to make the following decisions that are binding on all Noteholders:

- (a) to change the Final Terms of the Notes, including to approve any proposal by the Issuer for any modification, abrogation, variation or compromise of any of the Final Terms or any arrangement in respect of the obligations of the Issuer under or in respect of the Notes;
- (b) to waive any breach or authorise any proposed breach by the Issuer of its obligations under or in respect of the Notes;

provided, however, that consent of at least ninety-five (95) per cent of the votes cast is required to:

- (a) decrease the principal amount of or interest on Series of the Notes;
- (b) extend the term of Notes;
- (c) amend the requirements for the constitution of a quorum at a Noteholders' Meeting; or
- (d) amend the majority requirements of the Noteholders' Meeting.

The consents can be given at a Noteholders' Meeting or by other verifiable means in writing.

The Noteholders' Meeting can authorise a named person to take necessary action to enforce the decisions of the Noteholders' Meeting.

Resolutions passed at a Noteholders' Meeting shall be binding on all Noteholders of the relevant Series of Notes irrespective of whether they have been present at the Noteholders Meeting. A noteholder is considered to have become aware of a resolution of a Noteholders' meeting when a decision has been recorded on the issue account of the Notes. In addition, Noteholders are obligated to inform subsequent transferees of Notes of resolutions made at a Noteholders' meeting. A Noteholders' meeting's resolutions must also be informed to Euroclear Finland in accordance with Euroclear Finland Rules.

15. Repurchases

The Issuer or any of its subsidiary may at any time purchase Notes at any price in the open market or otherwise. Such Notes may be held, reissued, resold or cancelled. However, Subordinated Debentures can only be repurchased after receiving an approval from the FIN-FSA.

16. Force majeure

Neither the Issuer, the subscription place, the Issuer Agent, the Paying Agent nor the account operator is responsible for any damage arising out of:

- (a) an act of an authority, war or threat of war, revolt, civil disturbance, or any act of terror;
- (b) disturbance in postal or telephone traffic, electronic communication, or supply of electricity that is beyond the control of and that has an essential impact on the operations of the Issuer, other subscription place, the Issuer/Paying Agent or the account operator;
- (c) interruption or delay of action or measure of the Issuer, other subscription place, the Issuer/Paying Agent or the account operator that is caused by fire or equivalent accident;
- (d) strike or other industrial action which has an essential impact to the operations of the Issuer, other subscription place, the Issuer/Paying Agent or the account operator, even

when it only concerns a part of the personnel of the above-mentioned entities and irrespective of whether the above-mentioned entities are involved in it or not;

- (e) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); or
- (f) other equivalent force majeure or any similar reason that causes unreasonable difficulty for the operations of the Issuer, other subscription place, the Issuer/Paying Agent or the account operator.

17. Statute of limitations

If a payment due and payable has not been demanded to be paid within three (3) years of its due date, the right to receive payment has lapsed.

18. Further Issues

The Issuer may from time to time, without the consent of and notice to the Noteholders, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest on them, the issue price and/or the minimum subscription amount thereof) by increasing the maximum principal amount of the Notes or otherwise.

19. Notices

All notices to Noteholders will be sent in accordance with Euroclear Finland Rules (which provide, at the Issue Date, that such notices will be in writing, sent by mail, and addressed to such Noteholders at the address appearing in the register maintained by Euroclear Finland), and will be deemed to have been validly given on the fourth Business Day after the date such notice is mailed or otherwise sent in accordance with the Euroclear Finland Rules. In addition, to the extent notices cannot be sent in accordance with such rules, as an alternative to the procedure described above, notices concerning the Notes may be published in a Finnish daily newspaper of national coverage selected by the Issuer.

The address for notices to the Issuer is as follows:

The Mortgage Society of Finland
Yrjönkatu 9 A, 00120 Helsinki

20. Other provisions

The Issuer is entitled to, without the consent of a Noteholders' meeting under Condition 14 of the General Terms and Conditions of the Programme, to make appropriate changes to the Final Terms if such changes do not weaken the position of the Noteholders. The Issuer must notify the Noteholders of the amendments to the Notes in accordance with above Condition 19 of the General Terms and Conditions of the Programme.

Such changes can be for example:

- (a) changes resulting from the development of the book-entry system; or
- (b) correcting minor typing errors.

21. Right to receive knowledge

Notwithstanding any secrecy obligation, the Issuer shall, subject to the Euroclear Finland Rules and applicable laws, be entitled to obtain information of the Noteholders from Euroclear Finland and Euroclear Finland shall be entitled to provide such information to the Issuer. Furthermore, the Issuer shall, subject to the Euroclear Finland Rules and applicable laws, be entitled to acquire from Euroclear Finland a list of the holders of the Notes. Further, the Issuer may provide the FIN-FSA with the information of the Noteholders, if required by applicable laws.

22. Applicable law and jurisdiction

The Notes and any non-contractual obligations arising out of or in connection herewith, are governed by, and will be construed in accordance with, Finnish law.

Any disputes relating to the Notes shall be settled in the first instance at the District Court of Helsinki (in Finnish: *Helsingin käräjäoikeus*).

If the claimant is a consumer, he/she may take legal action in a district court which has jurisdiction where he/she has a place of residence.

FORM OF FINAL TERMS

Terms and Conditions

These Final Terms have been drawn in accordance with Article 5, paragraph 4 of the Prospectus Directive of the EU (2003/71/EC) and they are to be read together with the General Terms and Conditions of the Programme included in the Base Prospectus regarding programme for the Issuance of Notes by the Mortgage Society of Finland dated 1 April 2016 [and the supplement[s] to it dated [●] and [●]] (the “**Base Prospectus**”) (the “**Programme**”). Unless otherwise stated in these Final Terms, the General Terms and Conditions of the Programme shall apply.

The complete information regarding the Issuer and the Notes can be found in the Base Prospectus, including documents incorporated into it by reference, and in these Final Terms.

The Base Prospectus [, the supplement[s] dated [●] and [●]] and the Final Terms are available at the web page of the Mortgage Society of Finland at <http://www.hypo.fi/en/investor-relations/> and at request from the Mortgage Society of Finland or at the subscription places mentioned in the Final Terms.

The summary of the individual issue is attached as Annex 1.

[EVEN THOUGH THE AMOUNT TO BE REPAYED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE NOTES IS THE NOMINAL VALUE OF THE NOTES, THE INVESTOR MAY LOSE PART OF THE SUBSCRIPTION PRICE, IF THE NOTES ARE SUBSCRIBED ABOVE NOMINAL VALUE AND THE AMOUNT OF THE SUBSCRIPTION FEE, IF APPLICABLE.]

Name of the Series of Notes:	[●]
Notes and their form:	[Covered Bonds][Senior Unsecured Notes][Subordinated Debentures]
Tranche number:	[●] / [Not applicable]
Lead Manager(s):	[Name and Address]
Subscription place(s) of this Series of Notes:	[/ Name and Address / Not applicable]
[Issuer Agent and Paying Agent]:	[Name and Address]
Calculation Agent	[Name and Address] / [The Issuer acts as the calculation agent]
Interests of the Arranger/Lead Manager(s)/other subscription place/other parties taking part in the issue:	[The customary sector connected commercial interest / possible other interest]
Principal and currency of the Notes:	[EUR] [●] / [EUR] [●]. Final Principal is to be confirmed by the Issuer]
Number of book-entry units:	[●]
Priority of the Notes:	[Same as with other unsecured liabilities/subordinated debentures that have lower-priority status than other liabilities of the Issuer][Same as with all other obligations of the Issuer in respect of mortgage-backed notes covered in accordance with the MCBA (including pursuant to Sections 25 and 26 of the MCBA) as well as all Derivative Transactions and Bankruptcy Liquidity Loans].
Form of the Notes:	Book-entry securities of Euroclear Finland’s Infinity book-entry security system

Denomination of book-entry unit: [●]

The minimum amount of Notes to be offered for subscription: [●]/ [Not applicable]

Subscription fee: [The Lead Manager(s) [and potential other subscription places] do not charge the costs related to issuing the Notes from the Noteholders / [●] charges [●] from the Noteholders as a cost related to offering the Notes]

Payment of subscription: [Subscriptions shall be paid for as instructed in connection with the subscription]/[The subscription shall be paid at the time of the subscription]

Issue date: [●]

Issue price: [The issue price is fixed: [●]] / [The issue price is floating and will not exceed [●]]

Amount and manner of redemption: The nominal amount of principal of the Note
 [The Notes will be repaid in one instalment.] [The Notes will be repaid in several instalments [define the amounts of the instalments].]

Maturity Date: [●]

Extended Final Maturity: [Applicable/Not applicable]

Extended Final Maturity Date: [In accordance with the Conditions, if the Issuer notifies the Issuer Agent that it will not redeem the Notes in full on the Maturity Date [or within two Business Days thereafter,] the maturity of the nominal amount outstanding of the Covered Bonds will be extended automatically to the Extended Final Maturity Date. In that event, the interest rate payable on, and the Interest Periods and Interest Payment Dates, in respect of the Covered Bonds, will change from those that applied up to the Maturity Date and the Issuer may redeem all or part of the nominal amount outstanding of those Covered Bonds on an Interest Payment Date falling in any month after the Maturity Date up to and including the Extended Final Maturity Date, all in accordance with the Conditions.]
[Insert Extended Final Maturity Date]

Interest: [Define here, if the Notes are so-called zero-coupon Notes, or which general note terms, either Condition 8.1 (Fixed interest rate) or Condition 8.2 (Floating reference interest rate), is applied and include required details as follows:
 Condition 8.1 (Fixed interest rate):
 Interest rate [●]
 [The date when the first interest period starts, if not the same as the issue date]
 Interest payment date(s) [●]

Condition 8.2 (Floating reference interest rate):

[EURIBOR] [OTHER: LIBOR/STIBOR/CIBOR/NIBOR]
of [●] months

Margin [●]

Regarding OTHER: for each interest period the OTHER interest will be defined two (2) [●] Business days before the start of the interest period in question.

[The date when the first interest period starts, if not the same as the issue date]

Interest payment date(s)[●]

Day Count Fraction

[Actual/actual (ICMA / ISDA); Actual/365; Actual/360, Eurobond rule or 30/360] / [Not applicable]

Minimum/maximum amount of interest:

[Applicable / Not applicable. If applicable, define minimum/maximum amount]

Business day convention:

[Following / Modified Following / Preceding]

Delivery of book-entry securities:

The time when the book-entry securities are recorded in the book-entry security accounts specified by the subscribers is estimated to be [●]

ISIN code of the Notes:

[●]

Extended Final Maturity Interest Provisions:

[Applicable (from and including) the Maturity Date to (but excluding) the Extended Final Maturity Date / Not Applicable]

a) Fixed Rate Provisions

(If not applicable, delete the remaining subparagraphs)

[Applicable / Not Applicable]

i) Rate of interest

(If not applicable, delete the remaining subparagraphs)

ii) Interest Payment Dates

[] per annum payable on each Interest Payment Date

iii) Day Count Fraction

[]

iv) Minimum/maximum amount of interest

[[Actual/actual (ICMA / ISDA); Actual/365; Actual/360, Eurobond rule or 30/360] / [Not applicable]]

[Applicable / Not applicable. If applicable, define minimum/maximum amount]

v) Business Day Convention

[Following / Modified Following / Preceding]

b) Floating Rate Provisions

[Applicable / Not Applicable]

(If not applicable, delete the remaining subparagraphs)

i) Rate of interest

[EURIBOR] [OTHER: LIBOR/STIBOR/CIBOR/NIBOR]

of [●] months

Margin [●]

Regarding OTHER: for each interest period the OTHER interest will be defined two (2) [●] Business days before the start of the interest period in question.

[]

ii) Interest Payment Dates

[]

iii) Day Count Fraction

[[Actual/actual (ICMA / ISDA); Actual/365; Actual/360, Eurobond rule or 30/360] / [Not applicable]]

iv) Minimum/maximum amount of interest

[Applicable / Not applicable. If applicable, define minimum/maximum amount]

Business Day Convention

[Following / Modified Following / Preceding]

Other Information

This information of the Series of the Notes is presented in connection with the issue of each Series of Notes.

Decisions and authority based on which Notes are issued:

[Based on the authorization dates [●] of the Issuer's board of director's / Based on the resolution of the Issuer's board or directors dated on [●]]

Nature of the issue:

So-called single issue /series of issues which is / is not offered to the public.

Subscription period:

[●]

Condition for executing the issue:

[●] / [Not applicable]

Yield:

The effective interest yield to the investor on the issue date, when the issue price is 100 per cent, is [●] per cent / [zero coupon]

An estimate of the principal accruing to the Issuer under the Notes and the planned use:

[●] per cent of the principal of the Notes, at maximum. The Notes are a part of the funding of the Issuer.

Credit rating of the Notes:

[●] / [Not applicable] / [Expected]

Listing:

[Shall] / [Shall not] be applied for listing on the Helsinki Stock Exchange]

Estimated time of listing:

[●]/ [Not applicable]

In Helsinki, on [date]

THE MORTGAGE SOCIETY OF FINLAND

USE OF PROCEEDS

The net proceeds from each issue of the Notes will be applied by the Issuer for its general corporate purposes, which include making a profit.

FINNISH ACT ON MORTGAGE CREDIT BANK ACTIVITY

The following is a brief summary of certain features of the Finnish Act on Mortgage Credit Bank Activity (in Finnish: Laki kiinnitysluottopankkitoiminnasta 688/2010) as of the date of this Base Prospectus. The summary does not purport to be, and is not, a complete description of all aspects of the Finnish legislative and regulatory framework for covered notes. Please also refer to the Risk Factors section on pages 36 to 49 above.

General

The MCBA entered into force on 1 August 2010. It enables the issue of covered notes (in Finnish: *katetut joukkolainat*) which are debt instruments secured by a cover pool of qualifying assets (the “**Cover Asset Pool**”). The MCBA regulates which assets can be used as collateral for the covered notes and the quality of such assets. They are issued by credit institutions (such as the Issuer) which are authorised to engage in mortgage banking activity (in Finnish: *kiinnitysluottopankkitoiminta*) (each an **issuer**).

Supervision

The FIN-FSA is responsible for supervising each issuer’s compliance with the MCBA and may issue regulations for risk management and internal control in respect of mortgage credit business operations. If an issuer does not comply with the provisions of the MCBA or the conditions of the license granted by the FIN-FSA, the FIN-FSA shall lay down a period in which the issuer must fulfil any requirements set by the FIN-FSA. If such requirements are not fulfilled within the set period, the FIN-FSA may cancel the issuer’s authorisation to engage in mortgage credit business.

Authorisation

Mortgage credit business is a line of banking business which involves the issuing of covered notes on the basis of loans secured by residential property, shares in Finnish housing companies (apartments), commercial real estate or shares in real estate companies as well as the acquisition of claims against public-sector bodies. A credit institution must fulfil certain requirements prescribed in the MCBA in order to obtain authorisation from the FIN-FSA to engage in mortgage credit business. The credit institution must, among other things, have in place suitable procedures and instruments for managing the risk entailed in holding the assets in the Cover Asset Pool and in issuing covered notes and also prove that it intends to engage in mortgage credit business on a regular and sustained basis. The issuer must have put the appropriate organizational structure and resources into place. In addition to credit institutions authorized separately to engage in mortgage credit business, also mortgage credit banks whose activities are exclusively restricted to carrying out mortgage credit business are entitled to issue covered notes.

Register of covered notes

The MCBA requires the issuer to maintain a register (the “**Register**”) for the covered notes and the collateral which forms the assets in the Cover Asset Pool for the Covered Bonds. Any intermediary loan (see *Intermediary Loans* below) shall also be entered in the Register. The actual entry of the covered notes and relevant derivative contracts in the Register is necessary to confer the preferential right in the Cover Asset Pool. Further, only assets entered into the Register form part of the Cover Asset Pool.

The Register must list, amongst other things, the covered notes issued by the issuer and the assets in the Cover Asset Pool and Derivative Transactions relating thereto along with any Bankruptcy Liquidity Loans entered into on behalf of the issuer. All assets entered in the Register shall rank equally as collateral for the covered notes, unless the collateral has been entered in the Register as collateral for specified covered notes. If a Mortgage Loan, a Public-Sector or any Substitute Collateral (all as defined below) is placed on the Register as collateral for a particular covered note, the Register must specify the covered note which this collateral covers. Section 22 of the MCBA requires that the information shall be entered in the Register no later than on the first business day following the issue of the covered note and information on the granting or acquisition of a Mortgage Loan or Public-Sector Loan or a Substitute Collateral (see *Substitute Collateral* below) which is placed as collateral for the covered notes shall be entered in the Register no later than one day after granting or acquiring such collateral. Any changes in such information shall be entered in the Register without delay. A Mortgage Loan or a Public-Sector Loan shall be removed from the Register when it has been fully repaid by the relevant borrower. A loan shall also be removed from the Register if it can no longer be deemed to be an eligible asset. A Mortgage Loan, a Public-Sector Loan or any Substitute Collateral may also be removed from the

Register, if, after its removal, the remaining Mortgage Loans, Public-Sector Loans and Substitute Collateral entered in the Register are sufficient to meet the requirements prescribed in the MCBA. Accordingly, the Cover Asset Pool is dynamic in the sense that an issuer may supplement or substitute assets in the Cover Asset Pool.

The FIN-FSA monitors the management of the Register, including the due and proper recording of assets. The information in the Register must be submitted to the FIN-FSA regularly.

Eligible cover pool assets

The covered notes shall be covered at all times by a specific pool of qualifying assets. Eligible assets which are permitted as collateral for covered notes consist of Mortgage Loans, Public-Sector Loans and Substitute Collateral, each as defined in the MCBA as follows:

Mortgage Loans are Housing Loans or Commercial Real Estate Loans.

Housing Loans are loans secured by (i) mortgageable property for primarily residential purposes referred to in Chapter 16, Section 1 or Chapter 19, Section 1 of the Finnish Land Code (*Maakaari* 540/1995, as amended); or (ii) shares in a housing company referred to in Chapter 1, Section 2 of the Finnish Act on Housing Companies (*Asunto-osakeyhtiölaki* 1599/2009, as amended) or shares comparable thereto, participations and rights of occupancy; or (iii) collateral comparable to the aforementioned collateral, situated in another State belonging to the European Economic Area.

Commercial Real Estate Loans are loans secured by (i) mortgageable real estate for commercial or office purposes referred to in Chapter 16, Section 1 or Chapter 19, Section 1 of the Finnish Land Code (*Maakaari* 540/1995, as amended); or (ii) shares of a housing company or a real estate company entitling the holder to occupancy of the commercial or office premises; or (iii) collateral comparable to the aforementioned collateral, situated in another State belonging to the European Economic Area. For the avoidance of doubt, Hypo does not grant Commercial Real Estate Loans that would be part of the Cover Asset Pool.

Public-Sector Loans are loans which have been granted to the Republic of Finland, a Finnish municipality or other public-sector entity which may, when calculating prudential requirements set out in Regulation (EU) No. 575/2013 of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms and amending Regulation (EU) 648/2012, be considered equivalent to the Finnish State or Finnish municipality or a credit which is fully collateralised by a guarantee granted by a public-sector entity or a claim on such entity.

At least 90 per cent of the total amount of collateral shall be Housing Loans or Public-Sector Loans or Substitute Collateral unless otherwise provided for in the terms and conditions of a covered note.

Substitute Collateral may only be used as collateral for covered notes on a temporary basis and in the circumstances set out in the MCBA (see "*Substitute Collateral*" below).

Derivative Transactions concluded for hedging against risks related to covered notes must be registered in the Register and therefore constitute part of the assets in the Cover Asset Pool.

Quality of the cover pool assets

Mortgage lending limit and valuation

A Mortgage Loan entered in the Register as collateral for a covered note may not exceed the current value of the shares, housing property or commercial real estate standing as collateral. The **current value** shall be calculated using good property evaluation practice applicable to credit institutions in accordance with provisions on the management of capital adequacy and credit risk of credit institutions issued by the FIN-FSA. The issuer shall regularly monitor the value of the shares, housing property or commercial real estate entered as collateral for the covered notes and revise the value of the collateral in accordance with provisions on the management of capital adequacy of credit institutions issued by the FIN-FSA.

Requirements for matching cover

The MCBA seeks to protect covered noteholders by requiring that the outstanding principal amount and net present value of the covered notes must be covered at all times by matching assets in the Cover Asset Pool. This is achieved by Section 16 of the MCBA which provides that (a) the total value of Cover Asset Pool must always exceed the aggregate

outstanding principal amount of the covered notes and (b) the net present value of Cover Asset Pool must always be at least 2 per cent above the net present value of the liabilities under the covered notes. In calculating the total value of the Cover Asset Pool, the following limitations apply:

- 1) at most 70 per cent of the underlying value of the shares or the real estate securing each Housing Loan;
- 2) at the most 60 per cent of the value of the shares or the real estate securing each Commercial Real Estate Loan; and
- 3) the book value of the Public-Sector Loans and the Substitute Collateral.

According to the preparatory works of the MCBA (HE 42/2010), the **net present value** means, in respect of (a) covered notes and (b) Mortgage Loans, Public-Sector Loans and Substitute Collateral, the total value of the future discounted cashflows applying the market rate of interest, prevailing from time to time.

Requirements relating to liquidity

Under Section 17 of the MCBA, the issuer shall ensure that the average maturity date of the covered notes does not exceed the average maturity date of the loans entered in the Register. Further, the issuer shall ensure that the total amount of interest accrued from the Cover Asset Pool, during any 12-month period, is sufficient to cover the total amount payable to the holders of covered notes as interest and to the counterparties of Derivative Transactions as payments under such Derivative Transactions. Before the commencement of liquidation or bankruptcy proceedings against the issuer or a debtor of an intermediary loan, a mortgage credit bank may, in respect of collateral granted by a debtor of an intermediary loan, treat the interest payments on the intermediary loans as being the interest accrued from such collateral.

Determination of requirements under Sections 16 and 17 of the MCBA

To determine the **value** of the Cover Asset Pool in order to provide the matching cover required by Sections 16 and 17 of the MCBA, the issuer shall only take into account:

- (1) an amount not exceeding 70 per cent of the current value of the shares or housing property placed as collateral for any Housing Loan;
- (2) an amount not exceeding 60 per cent of the current value of real estate for commercial or office purposes placed as collateral for any Commercial Real Estate Loan; and
- (3) the book value of any Public-Sector Loans and Substitute Collateral.

Loans that have been entered in the Register and which must be booked as non-performing loans at the time of review of such loans in accordance with the regulations issued by the FIN-FSA, shall no longer be included as Cover Asset Pool in calculating the matching cover.

Derivative Transactions concluded in order to hedge the covered notes and any assets provided as collateral for the Derivative Transaction shall be taken into account for the purposes of Sections 16 and 17 of the MCBA.

Substitute Collateral

Up to 20 per cent of the aggregate amount of all assets constituting the statutory security for the covered notes conferred by the MCBA may temporarily consist of Substitute Collateral, provided that receivables from credit institutions shall not exceed 15 per cent (or such larger amount as may be approved by the FIN-FSA on the application of the issuer for a specific reason and for a specified period of time), of the total amount of collateral. Substitute Collateral may include: (i) bonds and other debt obligations issued by a central government, a municipality or another public-sector entity or a credit institution (other than one belonging to the same consolidated group as the Issuer); (ii) guarantees granted by a public-sector entity or a credit institution referred to in (i) above; (iii) credit insurance given by an insurance company other than one belonging to the same "group", as defined in the Finnish Act on Supervision of Finance and Insurance Groups (in Finnish: *Laki rahoitus- ja vakuutusryhmittymien valvonnasta* 699/2004, as amended), as the issuer; or (iv) assets of the issuer deposited in the Bank of Finland or a deposit bank; if the issuer is a deposit bank the deposit may not be in a deposit bank belonging to the same consolidated group as the issuer. Substitute Collateral may temporarily be used in situations where (i) Mortgage Loans or Public-Sector Loans have not yet been granted or registered as collateral

for the covered notes; or (ii) the total amount of collateral does not fulfil the provisions provided for in Sections 16 and 17 of the MCBA.

Intermediary loans

The MCBA allows deposit banks and credit -institutions to participate indirectly in the issue of covered notes by means of intermediary loans granted by a mortgage credit bank to such institutions. The intermediary loan shall be entered in the Register but shall not form part of the Cover Asset Pool of the covered notes. In addition the borrower of the intermediary loan shall provide collateral in the form of Mortgage Loans and Public-Sector Loans to be registered in the Register as security for the covered notes of the mortgage credit bank. The total priority value of such loans in the Cover Asset Pool shall always exceed the principal amount of the intermediary loan. Upon the liquidation or bankruptcy of the issuer, the estate of the issuer will be entitled to collect any proceeds from such loans and enter such proceeds in the Register as security for the covered notes. Moreover, the issuer's estate may demand a transfer of title of the loans to the estate or a named third party.

Derivatives

The issuer may enter into Derivative Transactions to hedge against the risks relating to covered notes or their underlying collateral. Details of any such derivatives must be entered in the Register.

Set-off

A creditor of the issuer may not set-off its claim against a Mortgage Loan or a Public-Sector Loan entered in the Register if it is within the scope of the priority of payment of the holders of covered notes as provided for in Section 25 of the MCBA nor against an intermediary loan.

Prohibition on transfers, pledges, execution and precautionary measures

The issuer or the debtor under an intermediary loan may not, without the permission of the FIN-FSA, assign or pledge Mortgage Loans or Public-Sector Loans which are included in the Cover Asset Pool. A mortgage credit bank may not assign or pledge any intermediary loan without the permission of the FIN-FSA. An assignment or pledge violating such prohibition shall be void.

A Mortgage Loan, a Public-Sector Loan or any Substitute Collateral entered in the Register as collateral for a covered note or an intermediary loan may not be taken in execution for a debt of an issuer, a deposit bank or a credit institution nor may precautionary measures be directed at it.

Preferential right in the event of liquidation or bankruptcy

Under Finnish law, "*selvitystila*" (or **liquidation** in English) means either a voluntary winding up of a company or a winding up pursuant to specific provisions of Finnish law and "*konkurssi*" (or **bankruptcy** in English) means the mandatory winding up of a company in the event of its insolvency.

Under Section 25 of the MCBA, notwithstanding the liquidation or bankruptcy of the issuer, a covered note shall be paid until its maturity in accordance with the terms and conditions of the covered note from the funds accruing on the Cover Asset Pool of the covered note before other claims. The funds accruing from collateral for covered notes after the commencement of liquidation or bankruptcy proceedings against the issuer shall be entered in the Register as collateral for such covered notes. In bankruptcy proceedings the bankruptcy administrator must ensure due maintenance of the Register.

Collateral entered in the Register in accordance with the MCBA may not be recovered pursuant to Section 14 of the Finnish Act on Recovery of Assets to a Bankruptcy Estate (in Finnish: *Laki takaisinsaannista konkurssipesään* 758/1991, as amended).

In respect of each Mortgage Loan included in the Cover Asset Pool for a covered note, the priority of payment right in accordance with Section 25 is limited to a maximum amount which corresponds to 70 per cent in respect of Housing Loans and to 60 per cent in respect of Commercial Real Estate Loans of the current value of respective collateral for the loan as entered in the Register at the time of commencement of liquidation or bankruptcy proceedings against the issuer. The bankruptcy administrator shall assign the share of payments out of any Mortgage Loan exceeding the preferential right to the general bankruptcy estate. According to the preparatory works of the MCBA, payments deriving from loans

to be booked as non-performing and proceeds from disposal of loans or enforcement of collateral shall nonetheless, firstly be used for payment of covered notes up to their preferential portion.

What is set out above in respect of Section 25 of the MCBA applies *mutatis mutandis* to the counterparties of the Derivative Transactions entered in the Register and to the providers of any loan securing liquidity for the issuer in liquidation or bankruptcy (each such loan being a “**Bankruptcy Liquidity Loan**”). These parties have an equal right with the holders of the covered notes to payment from the funds, entered in the Register as collateral for the covered notes, and from the payments relating to them, and accordingly, such Derivative Transactions and Bankruptcy Liquidity Loans rank *pari passu* with the covered notes with respect to such assets in the Cover Asset Pool.

The bankruptcy administrator may, upon the demand or with the consent of the supervisor appointed by the FIN-FSA (see *Management of Cover Pool Assets during the liquidation or bankruptcy of the issuer*), transfer collateral entered in the Register of covered notes to the issuer’s general bankruptcy estate, if the value and the net present value of the Cover Asset Pool, as provided for in Section 16 of the MCBA, considerably exceed the total amount of the covered notes and it is apparent that the collateral to be transferred shall not be necessary to fulfil the obligations in respect of the Covered Bonds, Derivative Transactions and Bankruptcy Liquidity Loans.

Management of Cover Pool Assets during the liquidation or bankruptcy of the issuer

When the issuer has entered into liquidation or bankruptcy proceedings, the FIN-FSA shall, without delay, appoint a supervisor in accordance with Section 29 of the Finnish Act on the Financial Supervisory Authority (*Laki finanssivalvonnasta* 878/2008, as amended) to protect the interests of creditors of covered notes and creditor entities comparable to such and to enforce their right to be heard (a **supervisor**). The supervisor shall, in particular, supervise the management of the collateral for the covered notes and their conversion into cash as well as the contractual payments to be made to the holders of the covered notes. The person to be appointed as a supervisor shall have sufficient knowledge of financing and legal issues with regard to the nature and scope of the duties.

In bankruptcy proceedings the courts will by operation of law appoint a bankruptcy administrator to administer the bankruptcy estate. The Cover Asset Pool will be run by the bankruptcy administrator, but the supervisor will supervise the bankruptcy administrator, acting in the interest of the noteholders. Under Section 26 of the MCBA, a bankruptcy administrator shall, upon the demand or with the consent of the supervisor, conclude Derivative Transactions necessary for hedging against risks relating to covered notes and the relevant collateral as well as, where necessary, sell a sufficient amount of collateral for the covered note in order to fulfil the obligations relating to the covered note. In addition, a bankruptcy administrator shall, upon the demand or with the consent of the supervisor, have a right to conclude contractual arrangements to secure liquidity or take out Bankruptcy Liquidity Loans.

Funds which accrue on the collateral of covered notes after the commencement of liquidation or bankruptcy of the issuer and the bank accounts related to the collateral and its income shall be entered in the Register. Correspondingly, a Bankruptcy Liquidity Loan taken under Section 26 of the MCBA and each bank account into which any such funds are deposited shall be entered in the Register.

The bankruptcy administrator may, with the permission of the FIN-FSA, transfer the liability for a covered note and the corresponding collateral to another mortgage credit bank, deposit bank or credit institution that has acquired a licence to issue covered notes or to a foreign mortgage credit bank which is subject to supervision corresponding to that of the MCBA unless the terms of the covered note provide otherwise.

A bankruptcy administrator has the right to terminate or transfer a Derivative Transaction to a third party on the demand or with the consent of the supervisor, provided that the collateral is transferred or converted into cash, or a right to transfer collateral to the counterparty in the Derivative Transaction when the interests of the holder of the covered notes demands such and it is reasonable from the perspective of risk management.

If the requirements for the Cover Asset Pool of the covered notes, as provided for in Sections 16 and 17 of the MCBA, cannot be fulfilled, the bankruptcy administrator must, upon the request or approval of the supervisor, accelerate the covered notes and sell the Cover Asset Pool assets in order to pay the covered notes.

Management of Cover Pool Assets upon the liquidation or bankruptcy of the debtor of an intermediary loan

When the debtor of an intermediary loan has entered into liquidation or bankruptcy proceedings, the FIN-FSA shall without delay appoint a supervisor to protect the interests of the holders of covered notes issued by the issuer standing as the creditor of the intermediary loan and will have a right to enforce the holders’ right to be heard. The supervisor

must, in particular, supervise the management of the collateral for covered notes and its conversion into cash as well as oversee the contractual payments to be made to the holders of covered notes and other parties comparable to such holders. Notwithstanding the liquidation or bankruptcy of the debtor of the intermediary loan, the issuer's obligations under the covered note must be paid for the full term of the covered note, in accordance with its contractual terms, from the collateral entered in the Register before other claims can be met, and following, where applicable, what is provided for in Section 25 of the MCBA in respect of payment priority.

When the debtor of the intermediary loan is in liquidation or bankruptcy, the bankruptcy administrator shall upon the supervisor's demand or with his consent:

- (1) sell to the issuer the Mortgage Loans or Public-Sector Loans, included in the collateral of its covered note, in such a manner that the substitute claim is set-off partially or wholly against the claim under the intermediary loan of the issuer; or
- (2) if necessary, sell to a third party a sufficient amount of collateral for a covered note to comply with its obligations under the covered note.

CHARACTERISTICS OF THE COVER ASSET POOL

The Issuer must ensure that the Cover Asset Pool comprises only of Housing Loans and Substitute Collateral within the limits set by the MCBA (as summarised under “*Finnish Act on Mortgage Credit Bank Activity*”) and the terms and conditions of the Covered Bonds. The Issuer will substitute assets that are no longer eligible to be included in the Cover Asset Pool in accordance with the requirements of the MCBA and such terms and conditions and supplement the Cover Asset Pool with new Housing Loans or Substitute Collateral upon the existing Housing Loans or Substitute Collateral in the Cover Asset Pool being repaid by the relevant borrower in respect of such assets. The Issuer continuously monitors that the current value of the Cover Asset Pool exceeds the combined payment obligations resulting from the Covered Bonds by at least two per cent. In addition, the Issuer assesses the adequacy of the value and the quality of the Cover Asset Pool by regular stress tests.

The criteria that the Issuer applies in the selection of assets for the Cover Asset Pool and the policies for granting loans are summarised below.

Origination Criteria for the Housing Loans and the Cover Asset Pool

All Housing Loans included in the Cover Asset Pool are originated by the Issuer in Finland in accordance with the applicable lending criteria, which include, but are not limited to the following:

- verifying the identity of the borrower;
- verifying the borrower has legal capacity;
- assessing the creditworthiness of the borrower;
- assessing the borrower has sufficient repayment capability;
- verifying public payment defaults in Suomen Asiakastieto Oy’s credit information register; and
- checking the borrowers previous loan payment behavior in the Issuer’s internal register.

The Issuer identifies the Housing Loans that are eligible for inclusion in the Cover Asset Pool according to criteria set by the MCBA and the Issuer. These criteria, in summary, include but are not limited to the following:

- the borrower is identified by a Finnish social security number or a Finnish business identity number;
- the borrower is not an employee of the Mortgage Society of Finland;
- the principal amount of the Housing Loan must not exceed the fair value of the collateral securing the Housing Loan, that is, the loan-to-value ratio must be 100 per cent or lower;
- the Housing Loan must be secured by eligible assets located in Finland and must be denominated in euro; and
- the terms and conditions of the pledge relating to the property that constitutes the collateral for the Housing Loan must contain a provision according to which the pledgor undertakes to maintain the fire insurance of the property.

For the avoidance of doubt, Issuer does not grant Commercial Real Estate Loans that would be part of the Cover Asset Pool.

All of the abovementioned origination criteria for the Housing Loans, including the applicable lending criteria, and for the Cover Asset Pool have been set out as of the date of this Base Prospectus and might change over time. The composition and characteristics of the Cover Asset Pool will change over time. The Issuer will maintain a separate register for the Cover Asset Pool in accordance with the MCBA and inform the Noteholders of the composition of the Cover Asset Pool in its financial statements and interim financial statements as set out in Section 19 of the MCBA.

DERIVATIVE TRANSACTIONS RELATED TO THE COVERED BONDS

Permitted Derivative Transactions

The Issuer may from time to time enter into one or more Derivative Transactions in order to hedge against risks relating to Covered Bonds and/or a Series of Covered Bonds or the assets in the Cover Asset Pool. Such Derivative Transactions will be entered into the Register for the Cover Asset Pool.

The Issuer may enter into one or more interest rate swap transactions to hedge the interest rate exposure arising as a result of Mortgages and other assets in the Cover Asset Pool that carry floating rates of interest covering the relevant Covered Bonds that carry a fixed rate payment obligation for the Issuer. The Issuer may also enter into one or more interest rate swap transactions to hedge the interest rate exposure arising as a result of Mortgages and other assets in the Cover Pool that carry fixed rates of interest covering the relevant Covered Bonds that carry a floating rate payment obligation for the Issuer.

Documentation

The Issuer currently anticipates that Derivative Transactions entered into between the Issuer and a swap counterparty will be evidenced by a confirmation and such confirmation will supplement, form part of and be subject to an agreement between the Issuer and such swap counterparty in the form of an ISDA 2002 Master Agreement, as amended and supplemented from time to time, each as published by the International Swaps and Derivatives Association Inc. (ISDA) (each such agreement a Swap Agreement). All such Derivative Transactions will be terminable by a party if an Event of Default (as defined in the relevant Swap Agreement) occurs in respect of the other party or all or a group of Derivative Transactions will be terminable by one or both of the parties if a Termination Event (as defined in the relevant Swap Agreement) occurs.

Upon the early termination of one or more Derivative Transactions, the Issuer or the relevant swap counterparty may be liable to make a payment to the other party reflecting the value of the terminated Derivative Transaction(s).

The Issuer may also at its discretion use other types of instruments and transactions for the purposes described in this section "*Derivative Transactions related to the Covered Bonds*".

Bankruptcy or Liquidation of the Issuer

Under the MCBA, obligations arising under a Derivative Transaction entered into the Register for the Cover Asset Pool shall continue to be fulfilled towards the Issuer in accordance with its terms notwithstanding a bankruptcy or liquidation of the Issuer unless otherwise provided in the terms of the Derivative Transaction. Counterparties to such Derivative Transactions (along with holders of the Covered Bonds and providers of Bankruptcy Liquidity Loans) are given a statutory priority in the liquidation or bankruptcy of the Issuer to the assets in the Cover Asset Pool. Accordingly, such counterparties (and holders of the Covered Bonds and providers of liquidity loans) have the statutory right to receive payment from the assets in the Cover Asset Pool before all other holders of claims and this right remains for so long as the Covered Bonds remain outstanding.

Under the MCBA, the bankruptcy administrator is, upon the request of the supervisor appointed by the FIN-FSA, entitled to terminate a Derivative Transaction or to transfer a Derivative Transaction and security to a third party if it is deemed to be in the interest of the holders of the Covered Bonds.

OTHER INFORMATION TO SUBSCRIBERS

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

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

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

NOTICE TO PROSPECTIVE INVESTORS IN THE UNITED STATES, AUSTRALIA, CANADA, JAPAN, HONG KONG, SOUTH AFRICA AND CERTAIN OTHER JURISDICTIONS

No offering will be made to persons who are residents of the United States, Australia, Canada, Japan, Hong Kong or South Africa or in any jurisdiction in which such offering would be unlawful.

CAUTIONARY NOTICE REGARDING FORWARD-LOOKING STATEMENTS

Some statements in this Base Prospectus may be deemed to be forward looking statements. Forward-looking statements include statements concerning the Issuer's plans, objectives, goals, strategies, future operations and performance and the assumptions underlying these forward looking statements. When used in this Base Prospectus, the words "anticipates", "estimates", "expects", "believes", "intends", "plans", "aims", "seeks", "may", "will", "should" and any similar expressions generally identify forward-looking statements. These forward-looking statements are contained in the sections entitled "Risk Factors" and "Information about the Issuer" and other sections of this Base Prospectus. The Issuer has based these forward-looking statements on the current view of its management with respect to future events and financial performance. Although the Issuer believes that the expectations, estimates and projections reflected in its forward-looking statements are reasonable as of the date of this Base Prospectus, if one or more of the risks or uncertainties materialise, including those identified below or which the Issuer has otherwise identified in this Base Prospectus, or if any of the Issuer's underlying assumptions prove to be incomplete or inaccurate, the Issuer's actual results of operation may vary from those expected, estimated or predicted.

Any forward-looking statements contained in this Base Prospectus speak only as at the date of this Base Prospectus. Without prejudice to any requirements under applicable laws and regulations, the Issuer expressly disclaims any obligation or undertaking to disseminate after the date of this Base Prospectus any updates or revisions to any forward-looking statements contained herein to reflect any change in expectations thereof or any change in events, conditions or circumstances on which any such forward-looking statement is based.

Taxation in Finland

The following is a general description of certain tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes, and prospective subscribers of Notes should consult their own tax advisers as to the tax consequences of acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes under the individual circumstances and laws applicable to each subscriber. This summary is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take place also retroactively.

The Issuer shall withhold the Finnish taxes imposed on the interest paid, to the extent required by the relevant tax laws, practices and tax authorities' regulations and instructions in force from time to time.

Finnish Resident Individuals and Estates

Unless otherwise indicated in the following paragraph, a tax at source, in accordance with the Act on Tax at Source of Interest Income (1341/1990, as amended), has to be withheld from the interest paid to natural persons resident in Finland for tax purposes and Finnish estates of deceased persons. The tax at source is currently 30 per cent of the amount of interest paid.

The Act on Tax at Source of Interest Income is not applicable if a prospectus does not have to be prepared with respect to the notes due to (1) the minimum subscription amount or the denomination per book-entry unit being in the minimum 100,000 euros; (2) the offer being addressed solely to qualified investors; or (3) the offer being addressed in each country belonging to the EEC to a maximum number of 150 investors who are not qualified investors, even if the notes are issued, e.g. under the a base programme. When the Act on Tax at Source of Interest Income is not applicable, a tax withholding at the current rate of 30 per cent is operated from the interest paid to natural persons resident in Finland for tax purposes and Finnish estates of deceased persons in accordance with the Act on Tax Withholding (1118/1996, as amended). Interests are subject to final taxation as capital income in accordance with the Income Tax Act (1535/1992, as amended). As of 2016, the tax rate applicable to capital income of up to 30,000 euros is 30 per cent and for the amount exceeding this threshold, 34 per cent.

Possible capital gains received from disposal of the Notes are subject to final taxation as capital income in accordance with the Income Tax Act. The possible capital loss is deductible from other capital income the year during which the sale took place and during five subsequent tax years.

Should Notes be sold prior to maturity, any accrued and unpaid interest (secondary market compensation, in Finnish "jälkemarkkinahyvitys") is taxable as capital income in accordance with the Income Tax Act. The Issuer or paying agent shall withhold the tax from the secondary market compensation received in accordance with the Act on Tax Withholding as described above concerning interests.

When purchasing notes in the secondary market, the secondary market compensation paid is a deductible item in capital income taxation and, if the deductions exceed the amount of capital income, in earned income taxation to the limited extent allowed in the Income Tax Act.

The Issuer or paying agent reports the secondary market compensation paid to the Finnish tax authorities. Inter alia, credit institutions, investment service companies and account holders generally report to the Finnish tax authorities also the information regarding the sale and other transfers of notes. Information on secondary market compensation received by an investor and information on possible capital gains or losses stated on the investor's pre-completed tax return must be verified and, when necessary, corrected.

Finnish Resident Corporate Bodies

Interest is generally taxable income to corporate bodies and subject to final taxation as corporate income in accordance with the Business Income Tax Act (360/1968, as amended) or the Income Tax Act. The current rate of corporate income tax is 20 per cent.

Capital gains and possible secondary market compensation are also subject to final taxation as corporate income in accordance with the Business Income Tax Act or the Income Tax Act, at the corporate income tax rate of 20 per cent.

The deductibility of capital losses derived from the disposal of the Notes depends on whether they are taxed under the Business Income Tax Act or the Income Tax Act. Capital losses taxable under the Business Income Tax Act are

generally deductible from a corporate body's income taxed under the Business Income Tax Act, whereas capital losses taxable under the Income Tax Act are only deductible from capital gains taxed under the Income Tax Act on the year of the sale and during five subsequent years.

Non-residents

Payments made by or on behalf of the Issuer to persons not resident in Finland for tax purposes and who do not engage in trade or business through a permanent establishment or a fixed place of business in Finland are not taxable in Finland, and may be made without tax withholding.

Secondary market of Notes

If the Final Terms indicate that a Series of Notes will be listed, the application for stock listing shall be delivered to the Helsinki Stock Exchange provided that the subscribed amount of the Notes in such Series of Notes is 200,000 euros at minimum. For a Series of Notes which has a continuous subscription period, stock listing shall be applied for in due course after conditions have been met. Additional issues of a listed Series of Notes shall be notified as amendments to the amount of the previously issued listed Notes.

Effective Yield of the Notes

The effective interest yield percentage of the Notes shall be notified in the Final Terms. The effective yield of the Notes depends on the current issue rate and the interest paid on the Notes, increasing when the issue rate is decreased and decreasing when the issue rate is increased. The effective yield has been calculated by using the current value method, widely in use in the securities market.

INFORMATION ABOUT THE ISSUER

General information on the Issuer

Hypo (business ID 0116931-8), was established on 24 October 1860. The domicile and location of the administrative headquarters of Hypo is Helsinki. Hypo operates nationwide in Finland but its operations focus on Helsinki, the Helsinki metropolitan area, the Uusimaa region and other growth centres.

Hypo is by its legal form a mortgage society within the meaning of the Act on Mortgage Societies (936/1978; hereinafter “**Act on Mortgage Societies**”). Businesswise Hypo is a credit institution focusing on home financing and housing products. According to Section 2 of the Hypo’s bylaws (hereinafter “**Hypo Bylaws**”), the specific purpose of Hypo is mainly to grant long-term loans, from assets largely acquired through long-term loans, against a mortgage or other safeguarding collateral to individuals and entities mainly for housing purposes. Hypo carries out this activity in accordance with the Act on Credit Institutions (610/2014; hereinafter “**Act on Credit Institutions**”) and the Act on Mortgage Societies operations. Further, Hypo has on 29 January 2016 received from the FIN-FSA a license to engage in mortgage credit bank activity (In Finnish: *kiinnitysluottopankkitoiminta*) in accordance with Section 10 of the MCBA. The Finnish Financial Supervisory Authority exercises supervisory and regulatory powers over Hypo’s operations.

Hypo is a mutual entity governed by its member customers. The member customers are the debtors under the loans which Hypo has granted (excluding debtors that have been granted loans from the state’s funds). The member customers of Hypo exercise the ultimate administrative powers at the meetings of Hypo. A member customer is obliged to pay an entry fee to Hypo, the amount of which is determined by the Board of Directors. The member customers are not entitled to any profit or other distribution over Hypo’s assets.

According to the consolidated balance sheet of Hypo the total assets were ca. 1.96 billion euros on 31 December 2015. The consolidated operating profit of Hypo Group before appropriations and taxes for the financial year 2015 was 7.5 million euros. The common equity tier 1 (CET 1) ratio of the Hypo Group was 13.8 per cent on 31 December 2015.

Description of operations

Main operating areas and main markets

Hypo Group is an expert organisation specializing in home financing and housing in Finland. With the help of its internet and phone services Hypo Group serves its customers in different parts of Finland from its customer premises located in the very centre of Helsinki. The headquarters of Hypo Group are located in Helsinki.

Hypo operates in retail banking in accordance with the credit institution authorisation. The objective of Hypo is to constantly create alternative, customer-focused solutions to home financing and housing products, in addition to its traditional services.

Homes and residential land owned and rented out by Hypo enable the Group to offer its customers a more comprehensive selection of housing products and services. Hypo’s properties are located in growth centres, mainly in the Helsinki Metropolitan Area, distributed across key residential areas. These properties mainly consist of apartments that have been rented out as well as residential land that has been rented for a long term to housing companies which will purchase them gradually.

Hypo’s subsidiary company Suomen Asuntohypopankki Oy (“**Asuntohypopankki**”) is a deposit bank that in addition to deposit products and distribution of credit cards (no credit risk) offers its customers trustee services relating to retail banking and selected investment services. Asuntohypopankki is a member of the Deposit Guarantee Fund and the Investors’ Compensation Fund.

The book value of the housing units and residential land, excluding premises in Group’s own use, was about 68 million euros as per 31 December 2015 (54.4 million euros as per 31 December 2014). At the end of 2015, the occupancy rate was 69.9 percent (86.7 percent). The net return target for housing and residential land investment varies between five and seven percent, depending on the site. The net return on housing and residential land investments, calculated by using book values, was 4.6 percent in 2015 (5.0 percent). In housing units average monthly rent per square metre was 22.42 euros (17.11 euros per square metre per month).

During the financial year 2015, Hypo issued notes to the wholesale debt market of a value amounting to 125.0 million euros. Hypo also repurchased own notes of a value amounting to 48.6 million euros. The share of long-term funding of total funding was 32.3% (47.2%) on 31 December 2015.

Organizational structure

Asuntohypopankki is entirely owned by Hypo. In addition, Hypo owns 59.5 per cent of a housing company Bostadsaktiebolaget Taos. Hypo further partly-owns housing companies that are affiliate companies. Information on Asuntohypopankki, Bostadsaktiebolaget Taos, other subsidiaries, and affiliated companies is available in Hypo's annual reports of 2015 and 2014.

Future outlook

In the annual report of 2015 the following description of probable future developments has been given: "We estimate that the Finnish economy will start a sluggish growth in 2016 even though the continuous uncertainty of the world economy or the unstable labor market conditions darken the Finnish economic growth prospects and may halt the slow growth. In Finland, the construction accelerates as the urbanization continues strong and housing market in the major growth centers keeps running despite the economic uncertainties. Low interest rates support housing loan demand). As an expert organization specialized in housing and house financing operating in growth centers, Hypo has a good opportunity to continue its profitable growth. These prospects are further enhanced by the start of mortgage bank activities in the first half of 2016. We estimate the 2016 operating profit to reach at least the level of 2015."

Administrative and managing bodies

Hypo is a mutual company governed by its members, i.e. debtors, in which there are no shares and in which the members are not entitled to the property of the company or profits produced by the company.

The operations of Hypo are regulated by the general laws and regulations regarding operations of credit institutions and the special enactment of the Act on Mortgage Societies. The FIN-FSA as the license granting authority monitors the operations of Hypo. Even though Hypo is not a listed company, it has, as the Issuer of the Notes and as a mutual company which has outstanding listed notes, an obligation to comply with regulations concerning listed companies in many parts. A report of the administrative and managing bodies of Hypo has been published as a separate document which is available at Hypo and its homepage at <http://www.hypo.fi/en/investor-relations/> under section "Corporate Governance Statement" (available only in Finnish).

General Meeting, Supervisory Board and Board of Directors of Mortgage Society

Members of Hypo have the highest authority in the general meetings of Hypo.

Matters of Hypo are handled by the Supervisory Board, the Board of Directors and the CEO. Information on the administrative and steering organizations of Hypo is published as a separate report which is available in Finnish at the homepage at <http://www.hypo.fi/en/investor-relations/> under "Corporate Governance Statement" and which will be updated when necessary.

Members of Supervisory Board since 31 March 2016:

Markku Koskela Chairman Doctor Of Science (Economics)	Liinasaarentie 15 FI-02160 Espoo	Professor (retired)
Hannu Hokka Vice Chair Master of Science (Econ.)	Apteekkien Eläkekassa Kalevankatu 13 FI-00100 Helsinki	Managing Director
Elina Bergroth Master of Arts	Oulu University of Applied Sciences Karjaportintie 37 FI-90140 Oulu	Lecturer
Mikael Englund Master of Science (Engineering), MBA	Uudenmaankatu 19 B 39 FI-00120 Helsinki	
Markus Heino	JM Suomi Oy	Managing director

Master of Laws (trained on the bench)	Sinimäentie 8 B	
Timo Hietanen Master of Science (Econ.)	Etera Mutual Pension Insurance Company Palkkatilanportti FI-00240 Helsinki	Deputy Managing Director
Kari Joutsa Master of Laws (trained on bench)	Niittytaival 9 B 47 FI-02200 Espoo	Master of Laws (trained on bench)
Timo Kaisanlahti Doctor of Law, Master of Science (Econ.)	Varma Mutual Pension Insurance Company P.O. Box 1 FI-00098 Varma	Head of Legal Affairs
Markku Koskinen Construction Engineer	KonKos Oy Laivalahdenkaari 28 B 45 FI-00810 Helsinki	Consultant
Juha Metsälä Master of Science (Engineering)	Pohjola Rakennus Oy P.O Box 825 FI-33101 Tampere	President of Pohjola Group
Elias Oikarinen Doctor Of Science (Economics)	University of Turku FI-20014 University of Turku	Turku Docent
Kallepekka Osara Agrologist	Nukarintie 65 FI-39100 Hämeenkyrö	Farmer
Anni Sinnemäki Bachelor of Arts	City of Helsinki P.O Box 1 FI-00099 City of Helsinki	Deputy Mayor of Real Estate and City Planning
Liisa Suvikumpu Ph.D., European history	Council of Finnish Foundations Fredrikinkatu 61 FI-00100n Helsinki	Managing Director
Mari Vaattovaara Ph.D in planning geography, M.Sc. in Landscape Architecture	University of Helsinki, Department of Geosciences and Geography P.O Box 64 FI-00014 University of Helsinki	Professor
Riitta Vahela-Kohonen Master of Arts	City of Savonlinna Paimenkatu 2 A FI-57100 Savonlinna	Development Manager
Ira van der Pals Master of Science (Econ.)	Evangelian Lutheran Church of Finland P.O. Box 210 FI-00131 Helsinki	Chief Investment Officer

Members of Board of Directors since 31 March 2016:

Sari Lounasmeri Chairman Master Of Science (Economics) Member of the Board since 2011	The Finnish Foundation for Share Promotion Fabianinkatu 14 FI-00100 Helsinki	Managing Director
Kai Heinonen Master of Laws Member of the Board since 2014	Helsinki Association of Parishes Kolmas Linja 22 FI-00530 Helsinki	Real Estate Director
Harri Hiltunen Master Of Science (Economics), Vice Chairman	The Finnish Real Estate Federation Annankatu 24	Managing Director

Member of the Board since 2012	FI-00100 Helsinki	
Pasi Holm Ph.D (Political Sciences) Member of the Board since 2015	Taloustutkimus Oy Lemuntie 9 FI-00510 Helsinki	Research Director
Hannu Kuusela Doctor Of Science (Economics) Member of the Board since 2001	The University of Tampere School of Management P.O Box 604 FI-33014 Tampere	Professor
Teemu Lehtinen Doctor of Social Sciences, Master of Science (Engineering) Member of the Board since 2005	The Taxpayers' Association of Finland (TAF) Kalevankatu 4 FI-00100 Helsinki	Managing Director
Ari Pauna Master of Laws Member of the Board since 2006	The Mortgage Society of Finland P.O Box 509 FI-00101 Helsinki	Chief Executive Officer
Elli Reunanen Master of Laws (trained on the bench) Member of the Board since 2013	The Mortgage Society of Finland P.O Box 509 FI-00101 Helsinki	Chief Operating Officer
Tuija Virtanen Doctor Of Science (Economics) Member of the Board since 2009	University of Helsinki Faculty of Agriculture and Forestry, Department of Economics and Management, Food economics P.O Box 27, Latokartanonkaari 9 FI-00014 University of Helsinki	University lecturer

The working address of the members of the Board is Yrjönkatu 9 A, FI-00120 Helsinki (visiting address), and P.O Box 509, FI-00101 Helsinki (post address).

The Chief Executive Officer of Hypo is Mr Ari Pauna. The substitute of the CEO is Chief Operating Officer Ms Elli Reunanen.

Employer companies of certain persons in administrating and managing organisations are in a customer relationship with Hypo. According to the mandatory special legislation, a person who is not a member i.e. a debtor of Hypo, cannot be appointed as a member of the Supervisory Board. The mandatory special legislation regarding mortgage societies requires that the CEO and his substitute are members of the Board of Directors.

Information on the members of the administrative, managing and supervising bodies of Hypo has been presented in the attachments of the annual reports of 2014 and 2015. There are no conflicts of interests between the matters handled by these persons in Hypo and their personal benefits or other duties.

No significant changes or litigations

The most recent audited annual report of Hypo concerns the financial year that ended 31 December 2015. Since that date the financial position of Hypo or Hypo Group has not changed significantly and there has not been any significant negative change regarding the future developments.

During the last 12 months prior to the date of this Base Prospectus, there have not been any administrative or legal proceedings or arbitration that has had or that may have a significant effect on the financial position or profitability of Hypo or Hypo Group. However, the FIN-FSA has on 29 January 2016 granted Hypo a license to engage in mortgage credit bank activities (in Finnish: *kiinnitysluottopankkitoiminta*) in accordance with Section 10 of the MCBA enabling Hypo to issue covered bonds in accordance with the MCBA. Furthermore, Hypo or the companies of Hypo Group are not aware of any such pending or otherwise threatened proceedings.

The Finnish Financial Supervisory Authority has, based on the draft regulation prepared by the European Banking Authority, changed the definition of non-performing assets starting from 31 March 2014. The new definition broadens the concept of non-performing assets and will therefore also increase the amount of non-performing assets. Applying the new definition still contains elements of uncertainty. Calculated in accordance with the amended instructions of the Finnish Financial Supervisory Authority, the non-performing assets amounted to 2.3 million euros 31 December 2015.

Absence of Conflicts of Interest

To the knowledge of the Issuer, the members of the Board of Directors, the Supervisory Board and the Chief Executive Officer do not have any conflicts of interest between their duties relating to the Issuer and their private interests and/or their other duties.

Total expenses

The total expenses of the Programme depends among other things on the number of final issuances under the Programme. The total expenses of the Programme as at the date of this Base Prospectus are approximately EUR 65 thousand.

Information derived from third party sources

Where certain information contained in this Base Prospectus has been derived from third party sources, such sources have been identified herein. The Issuer confirms that such third party information has been accurately reproduced herein. In addition, as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Agreements outside the ordinary course of business

There are no material contracts that are not entered into in the ordinary course of the Issuer's business, which could result in Hypo or any member of the Hypo Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligation to Noteholders.

The interests of the Arranger, Lead Manager(s) and possible other subscription places

Customary business interests in the financial market.

Credit Rating of the Issuer and the Notes

As at the date of this Base Prospectus, the Issuer has a long- and short-term counterparty credit ratings BBB/A-3 by Standard & Poor's Credit Market Services Europe Limited ("**S&P**").

Under the S&P's rating definitions for long-term credit issuer ratings, an obligor rated 'BBB' has adequate capacity to meet its financial commitments. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitments. Respectively, for a short-term issuer credit rating, an obligor rated 'A-3' has adequate capacity to meet its financial obligations. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitments.

Standard & Poor's Credit Market Services Europe Limited is established in the EEA and are registered under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**"), and is, as of the date of this Base Prospectus, included in the list of credit rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website (<http://www.esma.europa.eu/page/list-registered-and-certified-CRAs>) in accordance with the CRA Regulation.

Notes to be issued under the Programme may be rated or unrated. Where an issue of Notes is rated, the applicable rating will be specified in the relevant Final Terms. Such rating will not necessarily be the same as the rating(s) assigned to the Issuer or to Notes already issued (if applicable). Whether or not a credit rating applied for in relation to a relevant Series of Notes will be issued by a credit rating agency established in the EEA and registered under the CRA Regulation will be disclosed in the Final Terms.

ESMA is obliged to maintain on its website, <http://www.esma.europa.eu/page/list-registered-and-certified-CRAs>, a list of credit rating agencies registered and certified in accordance with the CRA Regulation. This list must be updated within five working days of ESMA's adoption of any decision to withdraw the registration of a credit rating agency under the CRA Regulation. Therefore, such list is not conclusive evidence of the status of the relevant rating agency as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

SELECTED FINANCIAL INFORMATION

The following tables present selected consolidated financial information for Hypo Group as at and for the financial years ended 31 December 2015 and 31 December 2014. The financial information presented below has been derived from Hypo Group's audited consolidated financial statements as at and for the financial year ended 31 December 2015 and 31 December 2014.

Hypo Group's consolidated financial statements are prepared in accordance with the International Financial Reporting Standards (IFRS) and SIC and IFRIC interpretations. The international financial reporting standards refer to standards and the related interpretations that have been approved in accordance with Regulation (EC) No 1606/2002 of the European Parliament and of the Council on the application of international accounting standards.

The selected financial information provided herein should be read in conjunction with Hypo Group's audited and consolidated financial statements for 2015 and 2014 incorporated by reference to this Base Prospectus.

CONSOLIDATED INCOME STATEMENT, IFRS

1,000 €	2015	2014
Interest income	20,960.0	21,070.7
Interest expenses	-16,386.2	-14,643.2
NET INTEREST INCOME	4,573.8	6,427.5
Income from equity investments		
From other companies	0.00	84.0
Fee and commission income	3,469.2	3,658.9
Fee and commission expenses	-53.0	-48.6
Net income from securities and foreign currency transactions		
Net income from securities	-569.5	-101.0
Net income from foreign currency transactions	0.5	-1.0
Net income from available for sale financial assets	2,474.2	2,880.8
Net income from investment properties	6,783.0	4,362.5
Other operating income	-6.8	-6.5
Administrative expenses		
Personnel expenses		
Salaries and remuneration	-4,390.0	-4,662.6
Indirect personnel expenses		
Pension expenses	-982.9	-1,110.6
Other indirect personnel expenses	-95.7	-319.1
Other administrative expenses	-2,564.2	-2,763.0
Total administrative expenses	-8,032.9	-8,855.4
Depreciation and impairment losses on tangible and intangible assets	-375.1	-312.1
Other operating expenses	-746.5	-560.1
Impairment losses on loans and other commitments	6.0	-31.1
OPERATING PROFIT	7,522.7	7,498.0
Income taxes	-1,314.9	-1,330.3
OPERATING PROFIT AFTER TAX	6,207.9	6,167.7
PROFIT FOR THE PERIOD	6,207.9	6,167.7

**CONSOLIDATED COMPREHENSIVE INCOME
STATEMENT, IFRS**

1 000 €	2015	2014
Profit for the period	6,207.9	6,167.7
Other comprehensive income		
Items that may subsequently be reclassified to profit or loss		
Change in fair value reserve		
Cash flow hedges	1,241.3	309.0
Available for sale financial assets	-1,557.0	703.6
	-315.7	1,012.7
Changes in the corporate tax rate		
Deferred tax on credit loss provisions		
Deferred tax on revaluation reserve		
IAS deferred tax on the pension foundation		
Items that will not subsequently be reclassified to profit or loss		
Revaluation of defined benefit pension plans	324.5	719.4
Effect of changes in ownership of Bostads Ab Taos	3.1	
Adjustment compared to previous financial year	-62.3	
	265.3	719.4
Total other comprehensive income	-50.5	1,732.0
COMPREHENSIVE INCOME FOR THE PERIOD	6,157.4	7,899.7

**CONSOLIDATED BALANCE SHEET 31 DECEMBER 2015,
IFRS**

1,000 €	2015	2014
ASSETS		
Cash assets	170,000.0	75,000.0
Debt securities eligible for refinancing with central banks		
Treasury bills		
Other	270,650.5	111,070.4
	270,650.5	111,070.4
Receivables from credit institutions		
Repayable on demand	11,404.9	35 085.8
Other	786.4	159.3
	12,191.3	35,245.1
Receivables from the public and public sector entities		
Other than those repayable on demand	1,420,711.2	1,204,041.8
Debt securities		
From others	2,051.5	5 090.7
	2,051.5	5,090.7
Shares and holdings	132.4	113.4
Derivative financial instruments	510.4	0.0
Intangible assets		
Other long-term expenditure	1,927.8	948.5
Tangible assets		
Investment properties and shares and holdings in investment properties	67,784.8	54,356.9
Other properties and shares and holdings in housing property corporations	939.2	842.6
Other tangible assets	330.5	273.4
	69,054.5	55,472.9
Other assets	8,029.7	7,762.1
Accrued income and prepaid expenses	3,640.7	4,506.1
Deferred tax receivables	577.8	663.8
TOTAL ASSETS	1,959,477.6	1,499,914.8

1,000 €	2015	2014
LIABILITIES		
LIABILITIES		
Liabilities to credit institutions		
Central banks	20,000.0	35,000.0
Credit institutions		
Repayable on demand		16,824.7
Other than those repayable on demand	131,385.7	148,549.9
	151,385.7	200,374.6
Liabilities to the public and public sector entities		
Deposits		
Repayable on demand	516,063.0	192,068.3
Other than those repayable on demand	522,879.5	275,995.4
	1,038,942.5	468,063.7
Other liabilities		
Other than those repayable on demand	34,028.9	40,339.7
	1,072,971.4	508,403.4
Debt securities issued to the public		
Bonds	521,878.6	518,423.4
Other	69,451.3	130,028.7
	591,329.9	648,452.1
Derivative financial instruments	5,627.4	7,856.7
Other liabilities		
Other liabilities	7,862.4	8,125.9
Accrued expenses and deferred income	6,061.3	4,551.0
Subordinated liabilities		
Other	13,469.7	17,962.1
Deferred tax liabilities	9,219.9	8,796.5
EQUITY		
Basic capital	5,000.0	5,000.0
Other restricted reserves		
Reserve fund	22,794.7	22,793.8
Fair value reserve		
From cash flow hedging	-1,413.8	-2,655.1
From fair value recognition	-749.1	807.9
Defined benefit pension plans		
Actuarial gains/losses	1,531.8	1,207.4
Unrestricted reserves		
Other reserves	22,923.5	22,923.5
Retained earnings	45,254.9	39,147.4
Profit for the period	6,207.9	6,167.7
	101,550.0	95,392.6
TOTAL LIABILITIES AND EQUITY	1,959,477.6	1,499,914.8

CONSOLIDATED CASH FLOW STATEMENT

1,000 €	2015	2014
Cash flow from operating activities		
Interest received	20,866.3	20,586.8
Interest paid	-15,750.1	-15,177.7
Fee income	3,439.5	3,665.9
Fee expenses	-53.0	-48.6
Net income from securities and foreign currency transactions	-569.1	-101.9
Net income from available-for-sale financial assets	2,474.2	2,880.8
Net income from investment properties	7,925.8	3,246.5
Other operating income	-6.8	-6.5
Administrative expenses	-6,923.5	-7,778.7
Other operating expenses	-844.7	-703.9
Credit and guarantee losses	6.0	-31.1
Income taxes	-1,272.6	-1,227.2
Total net cash flow from operating activities	9,292.0	5,304.4
Operating assets increase (-) / decrease (+)		
Receivables from customers (lending)	-214,610.2	-228,501.9
Investment properties	-16,645.8	-4,180.8
Operating assets increase (-) / decrease (+) total	-231,255.9	-232,682.8
Operating liabilities increase (+) / decrease (-)		
Liabilities to the public and public sector entities (deposits)	570,878.8	152,841.0
Operating liabilities increase (+) / decrease (-) total	570,878.8	152,841.0
NET CASH FLOWS ACCRUED FROM OPERATING ACTIVITIES	348,914.9	-74,537.4
Cash flows from investments		
Change in fixed assets	-1,508.1	-510.5
Equity investments increase (-) / decrease (+)	-18.9	
Dividends received		84.0
NET CASH FLOWS ACCRUED FROM INVESTMENTS	-1,527.1	-426.5
Cash flows from financing		
Bank loans, new withdrawals	40,608.5	364,062.2
Bank loans, repayments	-89,597.3	-354,784.2
Other liabilities increase (+) / decrease (-)	-7,185.6	-6,073.1
Bonds, new issues	180,569.8	258,330.7
Bonds, repayments	-178,226.3	-152,547.2
Certificates of deposit, new issues	208,286.5	274,108.8
Certificates of deposit, repayments	-268,863.9	-260,484.1
Subordinated liabilities, new withdrawals	35.9	967.4
Subordinated liabilities, repayments	-4,528.3	-4,839.9
NET CASH FLOWS ACCRUED FROM FINANCING	-118,900.8	118,740.5
NET CHANGE IN CASH AND CASH EQUIVALENTS	228,487.1	43,776.6
Cash and cash equivalents at the beginning of the period	226,406.2	182,629.5
Cash and cash equivalents at the end of the period	454,893.2	226,406.2
CHANGE IN CASH AND CASH EQUIVALENTS	228,487.1	43,776.6

OWN FUNDS AND CAPITAL ADEQUACY

1,000 €	2015	2014
Equity	101,550.0	95,392.6
Fair value reserve	1,413.8	1,847.1
Revaluation of defined benefit pension plans	-1,531.8	-1,207.4
Surplus from defined benefit pension plans	-5,880.2	-5,515.1
Common Equity Tier 1 (CET1) before deductions	95,551.7	90,517.3
Intangible assets	-1,542.2	-758.8
Common Equity Tier 1 (CET1)	94,009.5	89,758.5
Additional Tier 1 equity before deductions		
Deductions from additional Tier 1 equity		
Additional Tier 1 equity (AT1)		
Tier 1 equity (T1 = CET1 + AT1)	94,009.5	89,758.5
Tier 2 equity	0.00	807.9
Total own funds (TC = T1 + T2)	94,009.5	90,566.4
Total risk-weighted items	682,150.8	595,458.2
of which credit risk	653,785.3	568,925.6
of which market risk	2.4	
of which operational risk	28,363.1	26,532.7
of which other risks	0.00	0.00
Common Equity Tier 1 (CET1) in relation to risk-weighted items (%)	13.78	15.07
Tier 1 equity (T1) in relation to risk-weighted items (%)	13.78	15.07
Total own funds (TC) in relation to risk-weighted items (%)	13.78	15.21

Capital adequacy has been calculated in accordance with the EU Capital Requirements Regulation (CRR, EU 575/2013).

The capital adequacy requirement for the credit risk is calculated using the standard method. The capital adequacy requirement for the operational risk is calculated using the basic method.

Since 1.1.2015 unrealised valuations are included in Common Equity Tier 1. Until 31.12.2014 negative unrealised valuations were included in common equity tier 1, and positive unrealised valuations were included in Tier 2 equity.

KEY FINANCIAL INDICATORS	IFRS	IFRS
Hypo		
Group	2015	2014
Turnover, EUR million	34.4	32.7
Operating profit/profit before appropriations and taxes, EUR million	7.5	7.5
Operating profit, % of turnover	21.9	22.9
Return on equity (ROE), %	6.7	6.7
Return on assets (ROA), %	0.4	0.5
Leverage ratio, %	5.2	6.4
Capital adequacy, %	13.8	15.2
CET 1 Capital ratio, %	13.8	15.1
Own funds, EUR million	94.0	90.6
Common Equity Tier 1 funds, EUR million	94.0	89.8
Minimum requirement of own funds, EUR million*	71.6	47.6
Cost-to-income ratio, %	54.9	56.4
Average number of personnel**	55	52
Salaries and remuneration, EUR million	3.8	4.1
Non-performing receivables, % of loan portfolio	0.16	0.23
Loan-to-value ratio (average LTV), %	41.1	44.9
Loans/deposits, %	136.6	237.3
Receivables from the public and public sector entities	1,420.7	1,204.0
Deposits (incl. deposits of financial institutions)	1,040.0	507.4
Balance sheet total, EUR million	1,959.5	1,499.9

* Since 1.1.2015 the general minimum requirement of own funds 10.5 %, until 31.12.2014 8 %.

** Including employees in permanent and fixed-term employment relationships, but excluding the CEO and the COO.

Capital adequacy has been calculated in accordance with the EU Capital Requirements Regulation (CRR, EU 575/2013) since 2013.

DEFINITIONS OF KEY INDICATORS

Turnover =	interest income + income from equity investments + fee income + net income from available-for-sale financial assets + net income from currency operations and securities trading + income from investment properties + other operating income	
Return on equity % (ROE) =	$\frac{\text{operating profit} - \text{income taxes}}{\text{equity} + \text{accumulated appropriations less deferred tax liabilities}} \times 100$ (average total at the beginning and end of the year)	* 100
Return on assets % (ROA) =	$\frac{\text{operating profit} - \text{income taxes}}{\text{average balance sheet total (average total at the beginning and end of the year)}} \times 100$	* 100
Leverage ratio, % =	$\frac{\text{equity} + \text{accumulated appropriations less deferred tax liabilities}}{\text{balance sheet total}} \times 100$	* 100
Capital adequacy, % =	$\frac{\text{own funds}}{\text{total risk}} \times 100$	* 100
Cost-to-income ratio, % =	$\frac{\text{administrative expenses} + \text{depreciation and impairment losses on tangible and intangible assets} + \text{other operating expenses}}{\text{net interest income} + \text{income from equity investments} + \text{net fee income} + \text{net income from available-for-sale financial assets} + \text{net income from currency operations and securities trading} + \text{net income from investment properties} + \text{other operating income}} \times 100$	* 100

Capital structure and capital adequacy management

The main purpose of capital adequacy management is to ensure that the quantity, quality and allocation of Hypo Group's own funds sufficiently and continually cover all relevant risks which Hypo Group's operations are exposed to.

The Financial Supervisory Authority has exempted Hypo Group's parent company Hypo from applying the requirements related to capital adequacy management procedures separately to Asuntohypopankki. For this reason, capital adequacy management procedures at Asuntohypopankki have been integrated into capital adequacy management at Hypo Group. In the internal capital adequacy assessment process (ICAAP), Hypo Group's own funds are allocated at the group level, considering both Hypo's and Asuntohypopankki's business operations.

The purpose of capital adequacy management within Hypo Group is to maintain sufficient profitability in proportion to the operating risks. Profitability accrues assets in the form of annual profit, and these assets are used for the development of competitive business operations.

Due to the gradual entry into force of the new capital regulations requirements as of 1 January 2014, the assessment of capital adequacy now relies solely on core equity (Common Equity Tier 1, CET 1). An internal minimum target and a monitoring limit have been set for the amount of core equity in proportion to risk-weighted receivables.

Hypo Group applies the new Basel III capital adequacy framework. The minimum amount of Hypo Group's own funds for the credit and counterparty risk is calculated using the standard method. The minimum amount of Hypo Group's own funds allocated to the operational risk is calculated using the basic method.

Hypo Group assesses its risk exposure and maintains risk buffers, not only for the minimum requirements for its own funds, but also for risk areas beyond these requirements. The most relevant areas of the latter are market risks and the risk of decreasing housing prices.

On 31 December 2015, capital adequacy calculated with core equity was 13.8 per cent (15.1 per cent in 2014).

Hypo Group estimates that the surplus of own funds is at an excellent level both quantitatively and qualitatively so as to also cover the operational and operating environment risks outside the minimum requirement. Capital is allocated and the sufficiency of risk buffers is tested regularly at Hypo Group level by conducting proactive reviews of the sufficiency of its own funds through stress tests. In this review, the goals for liquidity management and deposit funding in accordance with Hypo Group's growth strategy are considered, as are certain potential changes in the operating environment. The sufficiency of Hypo Group's own funds in relation to growth objectives is also proactively taken into account in the business strategy and the planning and supervision of business operations.

Each year, Hypo Group publishes the key information required for the analysis of its capital adequacy and risk management as part of its audited financial statements and the related annual report.

AVAILABLE DOCUMENTS

The Hypo Bylaws, Hypo's trade register extract (in Finnish), report on the management and steering organizations of Hypo (in Finnish) and audited financial statements (parent company and consolidated) and auditor's reports regarding the last two financial years are available during the period of validity of the Base Prospectus at the office of Hypo, Yrjönkatu 9 A, 00120 Helsinki.

INFORMATION INCORPORATED BY REFERENCE

The following documents have been incorporated by reference to this Base Prospectus. They are available at Hypo's website at <http://www.hypo.fi/en/investor-relations/> and upon request from Hypo.

Document

Annual report 2015

Annual report 2015, page 57

Annual report 2014

Annual report 2014, page 55

Referred information

Financial statements including consolidated and parent company's financial statements 1 January – 31 December 2015, pages 19-60 of the financial statements

Auditor's report 2015

Financial statements including consolidated and parent company's financial statements 1 January – 31 December 2014, pages 18-61 of the Annual Report

Auditor's report 2014

GLOSSARY OF DEFINED TERMS

The following glossary contains certain defined key terms in relation to the Covered Bonds.

Bankruptcy Liquidity Loan	A contractual arrangement made by the bankruptcy administrator of the Issuer to secure liquidity or take out liquidity credit in accordance with Section 25 of the MCBA.
Commercial Real Estate Loan	A loan secured by (i) mortgageable property for commercial or office purposes referred to in Chapter 16, Section 1 or Chapter 19, Section 1 of the Finnish Land Code (<i>Maakaari</i> 540/1995, as amended); or (ii) shares of a housing company or a real estate company entitling the holder to occupancy of the commercial or office premises; or (iii) collateral comparable to the aforementioned collateral, situated in another State belonging to the European Economic Area. For the avoidance of doubt, Hypo does not grant Commercial Real Estate Loans that would be part of the Cover Asset Pool.
Cover Asset Pool	The Mortgage Loans, Public-Sector Loans, Substitute Collateral and Derivative Transactions entered into the Register as statutory security for the Covered Bonds under the MCBA.
Derivative Transactions	Derivative transactions concluded for hedging against risks related to the Covered Bonds and therefore constitute part of the assets in the Cover Asset Pool.
Housing Loan	A loan secured by (i) mortgageable property for primarily residential purposes referred to in Chapter 16, Section 1 or Chapter 19, Section 1 of the Finnish Land Code (<i>Maakaari</i> 540/1995, as amended); or (ii) shares in a housing company referred to in Chapter 1, Section 2 of the Finnish Act on Housing Companies (<i>Asunto-osakeyhtiölaki</i> 1599/2009, as amended) or shares comparable thereto, participations and rights of occupancy; or (iii) collateral comparable to the aforementioned collateral, situated in another State belonging to the European Economic Area.
MCBA	The Finnish Act on Mortgage Credit Bank Activity (<i>Laki kiinnitysluottopankkitoiminnasta</i> 688/2010)
Public-Sector Loan	A loan which has been granted to the Republic of Finland, a Finnish municipality or other public-sector entity which may, when calculating prudential requirements set out in Regulation (EU) No. 575/2013 of the European Parliament and of the Council on prudential requirements for credit institutions and investment firms and amending Regulation (EU) 648/2012, be considered equivalent to the Finnish State or Finnish municipality or a credit which is fully collateralised by a guarantee granted by a public-

sector entity or a claim on such entity.

Register

The register of Covered Bonds and the collateral which forms the assets in the Cover Asset Pool for the Covered Bonds, including the Derivative Transactions and Bankruptcy Liquidity Loans, which the Issuer is required to maintain pursuant to Chapter 5 of the MCBA.

Substitute Collateral

- (a) bonds and other debt obligations issued by a central government, a municipality or another public-sector entity or a credit institution (other than one belonging to the same consolidated group as the Issuer);
- (b) guarantees granted by a public-sector entity or a credit institution referred to in paragraph (a);
- (c) credit insurance given by an insurance company other than one belonging to the same group, as defined in the Finnish Act on Supervision of Finance and Insurance Groups (in Finnish: *Laki rahoitus- ja vakuutusryhmittymien valvonnasta* 699/2004, as amended), as the Issuer; or
- (d) assets of the Issuer deposited in the Bank of Finland or a deposit bank; if the Issuer is a deposit bank the deposit may not be in a deposit bank belonging to the same consolidated group as the Issuer.

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