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Pricing Supplement dated 29 March 2005

**OKO Osuuspankkien Keskuspankki Oyj ("OKO Bank")**

**Issue of**

**Euro 50,000,000 Non-cumulative Perpetual Capital Securities**

**under the**

**Euro 5,000,000,000 Programme for the Issuance of Debt Instruments**

This document constitutes the Pricing Supplement relating to the issue of Instruments described herein.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Information Memorandum dated 23 April 2004. This Pricing Supplement contains the final terms of the Instruments and must be read in conjunction with such Information Memorandum.

- |    |                                   |   |
|----|-----------------------------------|---|
| 1. | Issuer:                           | OKO Osuuspankkien<br>Keskuspankki Oyj   |
| 2. | (i) Series Number:                | 46  |
|    | (ii) Tranche Number:              | 1   |
| 3. | Specified Currency or Currencies: | Euro  |
| 4. | Aggregate Nominal Amount:         | EUR 50,000,000  |
| 5. | Issue Price:                      | 100 per cent. of the Aggregate<br>Nominal Amount  |
| 6. | Specified Denomination:           | EUR 1,000   |
| 7. | Date of issue:                    | 31 March 2005   |
| 8. | Maturity Date:                    | The Instruments are perpetual<br>and have no fixed Maturity<br>Date   |
| 9. | Interest Basis:                   | 6.50 per cent. Fixed Rate<br>during the Fixed Rate Period<br><br>Floating Rate during the<br>Floating Rate Period<br><br>Conditions 5A ( <i>Fixed Rate</i> ), 5B<br>( <i>Floating Rate and Index-<br/>Linked</i> ) as amended by<br>paragraph 3 of Annex 1 hereto<br>and 5D ( <i>Interest - Accumulated</i> ) |

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*Distributable Funds, Non-Cumulative Interest and Interest Deferral Option*) as amended and replaced by paragraph 4 of Annex 1 hereto apply (further particulars specified below)

- 10. Redemption/Payment Basis: Redemption at par
- 11. Change of Interest or Redemption/Payment Basis:

The Instruments will bear interest at a fixed rate of interest as described in Item 16 below from, and including, the date of issue to, but excluding, 11 April 2006 (the "**Fixed Rate Period**"). Note that the Fixed Rate Period commences on 31 March 2005 and ends on 11 April 2006

The Instruments will bear interest at a floating rate of interest as described in Item 17 below from and including 11 April 2006 (the "**Floating Rate Period**")
- 12. Put/Call Options: Issuer Call (further particulars specified below)
- 13. Status of the Instruments: Subordinated. Condition 3 (*Status*) is deleted and replaced by Condition 3 (*Status*), as set out in paragraph 2 of Annex 1 hereto
- 14. Listing: None
- 15. Method of distribution: Non-syndicated

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

- 16. **Fixed Rate Instrument Provisions** Applicable for the Fixed Rate Period

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- |       |  |   |
|-------|--|---|
| (i)   | Rate of Interest:  | 6.50 per cent. per annum payable annually in arrear on 11 April 2006  |
| (ii)  | Interest Payment Date(s):  | 11 April 2006   |
| (iii) | Fixed Coupon Amounts:  | Not Applicable  |
| (iv)  | Broken Amount(s):  | EUR 66.99 per EUR 1,000 in Nominal Amount   |
| (v)   | Day Count Fraction:  | 30/360  |
| (vi)  | Other terms relating to the method of calculating interest for Fixed Rate Instruments: | Not Applicable  |
| 17.   | <b>Floating Rate Instrument Provisions</b>   | Applicable for the Floating Rate Period   |
| (i)   | Specified Period(s):   | Not Applicable  |
| (ii)  | Specified Interest Payment Dates:  | Interest will be payable annually in arrear on 11 April each year from (and including) 11 April 2007, subject to adjustment in accordance with the Modified Following Business Day Convention (specified below) |
| (iii) | Business Day Convention:   | Modified Following Business Day Convention  |
| (iv)  | Additional Business Centre(s):   | None  |
| (v)   | Manner in which the Rate(s) of Interest is/are to be determined:                       | As described in the paragraph 3 of Annex 1 hereto which amends and replaces Condition 5B.05   |
| (vi)  | Party responsible for calculating the Rate(s) of Interest and Interest Amount(s):      | Fiscal Agent  |

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- (vii) Screen Rate Determination:
  - Reference Rate: The 10 year EUR Swap Rate (as described in paragraph 3 of Annex 1 hereto)
  - Interest Determination Date(s): 2 TARGET Settlement Days prior to the start of the relevant Interest Period
  - Relevant Screen Page: Reuters Screen "ISDAFIX2" Page (or such other page or service as may replace it for the purpose of displaying such rates)
- (viii) ISDA Determination: Not Applicable
- (ix) Margin(s): +0.10 per cent. per annum
- (x) Minimum Rate of Interest: Not Applicable
- (xi) Maximum Rate of Interest: 8.00 per cent. per annum
- (xii) Day Count Fraction: 30/360
- (xiii) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Instruments, if different from those set out in the Conditions: Not Applicable

18. **Index-Linked Interest Instrument Provisions** Not Applicable

**PROVISIONS RELATING TO REDEMPTION**

- 19. **Call Option**
    - (i) Optional Redemption Date(s): Applicable. Conditions 6.02 (as amended and replaced by paragraph 5 of Annex 1 hereto) and 6.03 (as amended and replaced by paragraph 6 of Annex 1 hereto) apply
    - (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): As described in paragraph 9 of Annex 1 hereto
- The original principal amount of the Instruments, together with unpaid interest (if any) on the original principal amount accrued to, but excluding, the

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- relevant Call Option Date and  
any Arrears of Interest
- (iii) If redeemable in part:
- (a) Minimum Redemption Amount: Not Applicable
- (b) Maximum Redemption Amount: Not Applicable
- (iv) Notice period (if other than as set out in the Conditions): 30 calendar days
20. **Put Option** Not Applicable
21. **Final Redemption Amount** EUR 1,000 per Instrument of  
EUR 1,000 Specified  
Denomination
22. **Early Redemption Amount** EUR 1,000 per Instrument of  
EUR 1,000 Specified  
Denomination
- Early Redemption Amount(s) payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in the Conditions):
- GENERAL PROVISIONS APPLICABLE TO THE INSTRUMENTS**
23. Form of Instruments: **Bearer Instruments:**  
Temporary Global Instrument exchangeable for a Permanent Global Instrument which is exchangeable for Definitive Instruments in the limited circumstances specified in the Permanent Global Instrument
24. Additional Financial Centre(s) or other special provisions relating to Payment Dates: None
25. Talons for future Coupons or Receipts to be attached to Definitive Instruments (and dates on which such Talons mature): Yes (if any)
26. Redenomination, renominatisation and reconventioning provisions: Not Applicable
27. Consolidation provisions: The provisions in Condition 15

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28. Other terms or special conditions:

*(Further Issues)* apply

Condition 3 (*Status*) is deleted and replaced by Condition 3 (*Status*), as set out in paragraph 2 of Annex 1 hereto

Condition 5D (*Interest - Upper Tier 2 Subordinated Instruments*) is deleted and replaced by Condition 5D (*Interest - Accumulated Distributable Funds, Non-Cumulative Interest and Interest Deferral Option*), as set out in paragraph 4 of Annex 1 hereto

Condition 6.02 (*Early Redemption for Taxation Reasons*) is deleted and replaced by Condition 6.02 (*Early Redemption for Taxation Reasons and Capital Reasons*), as set out in paragraph 5 of Annex 1 hereto

Condition 6.03 (*Optional Early Redemption (Call)*) is deleted and replaced by Condition 6.03 (*Optional Early Redemption (Call)*), as set out in paragraph 6 of Annex 1 hereto

Condition 7 (*Events of Default*) is deleted and replaced by Condition 7 (*Enforcement*), as set out in paragraph 7 of Annex 1 hereto

Condition 17.1 (*Governing law*) is deleted and replaced by Condition 17.1 (*Governing law*) as set out in paragraph 8 of Annex 1 hereto

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DISTRIBUTION

29. (i) If syndicated, names of Managers: Not Applicable
- (ii) Stabilising Manager (if any): Not Applicable
30. If non-syndicated, name of Dealer: Merrill Lynch International
31. Additional selling restrictions: **Ireland**
- Each Dealer represents and agrees that:
- (a) other than in circumstances which do not constitute an offer to the public within the meaning of the Companies Acts, 1963 to 2003 of Ireland it has not offered or sold and will not offer or sell, in Ireland by means of any document, any of the Instruments;
- (b) it has not offered or sold and will not offer or sell any of the Instruments to persons in Ireland except where an offer or sale is to persons in the context of their trades, professions or occupations and it has not made and will not make at any time any offer of the Instruments in Ireland to which the European Communities (Transferable Securities and Stock Exchange) regulations, 1992 would apply; and
- (c) it will not underwrite the issue of, or place any of

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the Instruments otherwise than in conformity with the provision of the Investment Intermediaries Act, 1995 of Ireland (as amended), including, without limitation, Section 9, 23 (including any advertising restrictions made thereunder) and 50 and any codes of conduct made under Section 37.

**OPERATIONAL INFORMATION**

32. ISIN Code: XS0213603177
33. Common Code: 021360317
34. Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking *société anonyme* and the relevant identification number(s): Not Applicable
35. Delivery: Delivery against payment
36. Additional Paying Agent(s) (if any): Not Applicable

**RESPONSIBILITY**

OKO Bank accepts responsibility for the information contained in this Pricing Supplement.

**Contracts (Rights of Third Parties) Act 1999**

No person shall have any right to enforce any term or condition of the Instruments under the Contracts (Rights of Third Parties) Act 1999.

Signed on behalf of the Issuer:

By: **MIKAEL SILVENNOINEN**  
President  
Duly authorised

**TIMO RITAKALLIO**  
First Executive Vice President

ANNEX 1

OTHER TERMS AND CONDITIONS

1. Interpretation

1.1 In the event of any inconsistency between the Conditions and the provisions of this Annex 1, the provisions of this Annex 1 shall prevail.

1.2 For the purposes of this issue, all references in the Conditions to "Subordinated Instruments" are hereby replaced by references to "Instruments".

2. Status of the Instruments

Condition 3 (*Status*) is deleted and replaced by the following Condition 3 (*Status*):

"3. Status

3.01 The rights of the Holders of the Instruments shall, in the event of the winding-up, liquidation or bankruptcy of the Bank, be subordinated in right of payment to the claims of all Senior and Subordinated Creditors and senior to the shareholders.

The Instruments will rank in priority to the Bank's shares (both ordinary shares and preference shares (*etuosake*)), both as regards the right to receive periodic payments and the right to receive repayment of capital on a winding-up, liquidation or bankruptcy, voluntary or otherwise, of the Bank.

Each Instrument constitutes a subordinated debenture note (*debentuuri*) under Article 34 of the Finnish Promissory Notes Act (Velkakirjalaki 622/1947) as amended, relating to provisions covering loans based on mass instruments of debt by the law 746/1993 of the Republic of Finland and a capital loan (*pääomalaina*) under Article 73 of the Finnish Credit Institutions Act of 1993, as amended (Laki luottolaitostoiminnasta 1607/1993 the "Finnish Credit Institutions Act").

No holder of Instruments or related Coupons shall be entitled to exercise any right of set-off or counterclaim against monies owed by the Bank in respect of such Instrument or Coupons.

*The principal amount of the Instruments will be included in the Bank's primary or Tier one own funds in its capital adequacy calculations pursuant to Finnish bank regulatory requirements and will, under current accounting legislation applicable to Finnish credit institutions, be recorded as a separate equity item on the balance sheet of the Bank. The principal amount of the Instruments is not subject to any adjustment in order to meet losses of the Bank."*

3.02 For so long as any of the Instruments is outstanding, except as provided herein, the Bank will not create or permit to be outstanding any capital loans (*pääomalaina*), or guarantee payments in respect of share capital or capital loans of any of its Subsidiaries, which capital loans or guarantees are expressed by their terms to rank

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(either as to the right to receive periodic payments or repayment of capital on a winding-up, liquidation or bankruptcy) senior to the Instruments.

For the purposes of these Terms and Conditions:

**"Parity Instruments"** means any subordinated and undated instruments (debt or any other non-equity instrument) of the Bank, the right to periodic interest or other payments on which is non-cumulative and limited by reference to the Accumulated Distributable Funds (as defined in Condition 5D) of the Bank, and which rank pari passu, as to either interest or other payments or on a winding-up, liquidation or bankruptcy, with the Instruments.

**"Senior and Subordinated Creditors"** means depositors and all other creditors of the Bank, whether unsubordinated or subordinated, other than the Holders of Parity Instruments and any other subordinated creditors whose claims rank or are expressed to rank pari passu with or junior to the claims of the Holders of the Instruments.

**"Subsidiary"** means an entity or other legal person controlled by the Bank, as defined in Section 1, Articles 5 and 6 of the Finnish Accounting Act of 1997 (the **"Finnish Accounting Act"**) (Kirjanpitolaki 1336/1997), as amended."

3. **Rate of Interest**

Condition 5B.05 is deleted and replaced by the following Condition 5B.05:

"5B.05 The Rate of Interest will be determined by the Fiscal Agent on the basis of the Fiscal Agent's determination on the Interest Determination Date (being the second TARGET Settlement Day before the first day of the relevant Interest Period) of the mid-market annual swap rate for euro swap transactions with a maturity of 10 years, as quoted (on an annual 30/360 day basis, versus 6 month EURIBOR and expressed as a percentage), under the heading "EURIBOR-BASIS-FRF" and above the caption "11:00 a.m., Frankfurt" (the **"10 year EUR Swap Rate"**) by reference to the Relevant Screen Page at 11.00 a.m., Frankfurt time on such Interest Determination Date.

The Rate of Interest for such Interest Period shall be the lesser of (i) the aggregate of 0.10 per cent. per annum and the 10 year EUR Swap Rate and (ii) 8.00 per cent. per annum. In the event that the relevant rate does not appear as described above, the Fiscal Agent will request the principal office of each of the 4 major banks in the Euro-zone interbank market (as selected by the Fiscal Agent) to provide a quotation for 10 year EUR Swap Rate at approximately 11.00 a.m., (Frankfurt time) on the relevant Interest Determination Date. Such rate will then be determined by taking the arithmetic average of all the rates obtained, or if only one rate is obtained then that rate will apply. If for any reason no rate can be procured in accordance with the foregoing, then the applicable rate will be equal to the rate which appeared on the Relevant Screen Page for the immediately preceding Interest Period, provided that where the Fixed Rate of Interest applies to such immediately preceding Interest Period then the Rate of Interest for the Interest Period will be equal to the Fixed Rate of Interest for such preceding Interest Period.

The Fiscal Agent will, as soon as practicable after 11.00 a.m. (Frankfurt Time) on each Interest Determination Date determine the Rate of Interest for the relevant Interest Period.

4. **Accumulated Distributable Funds, Non-Cumulative Interest and Interest Deferral Option**

- 4.1 Condition 5D (*Interest - Upper Tier 2 Subordinated Instruments*) is hereby replaced by the following Condition 5D (*Interest - Accumulated Distributable Funds, Non-Cumulative Interest and Interest Deferral Option*):

"5D. Interest - Accumulated Distributable Funds, Non Cumulative Interest and Interest Deferral Option

5D.01 To the extent that the board of management of the Bank decides that Accumulated Distributable Funds available for any financial year of the Bank are insufficient to pay or to provide for payment in full of (i) the amounts of interest otherwise due in respect of the Instruments and as calculated in accordance with the foregoing provisions (together the "**Interest Amounts**"), (ii) amounts of interest on any Parity Instrument and (iii) amounts of interest under any security benefiting from a Parity Guarantee, in each case falling due during such financial year, then notwithstanding the provisions of Conditions 5A and 5B the Bank will make, or procure to be made, partial payment *pro rata* to the extent of the available Accumulated Distributable Funds of such Interest Amounts and other amounts.

If, and to the extent that Accumulated Distributable Funds are not sufficient to make full payment and the Bank makes partial or no payment of any Interest Amount as a consequence, the right of Holders of the Instruments to receive such Interest Amount will be lost, and the Bank will have no obligation to pay such Interest Amount or to pay interest thereon, whether or not Interest Amounts in respect of subsequent Interest Periods are paid.

If, in the opinion of the board of management of the Bank, Accumulated Distributable Funds available for any financial year will be insufficient to permit payment in full of Interest Amounts due in such financial year, the Bank shall within seven days after its Annual General Meeting give notice (a "**Limitation of Interest Notice**") to the Holders in accordance with Condition 14 stating the amount of its Accumulated Distributable Funds, if any.

The Limitation of Interest Notice will also provide details of any pro rated Interest Amounts which will be paid on any Interest Payment Date falling due in such year. In calculating any pro rated amounts in respect of any Interest Period, the Bank shall be entitled to use the Interest Rate in respect of the first Interest Period in such financial year and shall not be obliged to take potential movements in the Interest Rate during the course of such year into account in making such calculation.

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In the event that the Bank gives a Limitation of Interest Notice, the Bank undertakes that, in each case during the financial year in which such Limitation of Interest Notice is given:

- (i) it shall not declare, pay or distribute a dividend or make a payment (other than a dividend in the form of its shares) on any of its shares (both ordinary shares and preference shares (etuosake)) or make any payment on a Junior Guarantee or a Parity Guarantee or any Parity Instruments or make any group contribution within the meaning of the Finnish Act on Group Contributions in Taxation (Laki konserniavustuksesta verotuksessa 825/1986);
- (ii) it shall procure that no Subsidiary shall make a payment (other than a dividend in the form of its shares) on any security issued by it benefiting from a Junior Guarantee or a Parity Guarantee (save that, for the avoidance of doubt, any Subsidiary may distribute a dividend or make a payment in respect of any of its securities that do not benefit from a Junior Guarantee or a Parity Guarantee); and
- (iii) it shall not, and shall procure that its Subsidiaries shall not, redeem, purchase or otherwise acquire any of its shares (both ordinary shares and preference shares (etuosake)), any Parity Instruments or any securities or other obligations issued by any Subsidiary benefiting from a Junior Guarantee or Parity Guarantee, or pay or make available any moneys for a sinking fund or for redemption of any such shares or securities.

The prohibition on redemption, purchase or acquisition of shares or securities provided in sub-paragraph (iii) above shall not apply to any such redemption, purchase or acquisition (1) by conversion into or in exchange for any class of the Bank's shares, (2) in connection with transactions effected by or for the account of customers of the Bank or any of its Subsidiaries or in connection with distribution, trading or market making in respect of those securities, (3) in connection with the satisfaction by the Bank or any of its Subsidiaries of its obligations under any employee benefit plans or similar arrangements with or for the benefit of employees, officers, directors or consultants, (4) as a result of a reclassification of the Bank or any of its Subsidiaries or the exchange or conversion of one class or series of capital stock for another class or series of capital stock, or (5) the purchase of fractional interests in shares of the capital stock of the Bank or any of its Subsidiaries pursuant to the conversion or exchange provisions of that capital stock or the security being converted or exchanged.

For the purposes of these Conditions:

"**Accumulated Distributable Funds**" of the Bank shall mean that amount, denominated in euro, which, under the laws of the Republic of Finland (including both corporate and bank regulatory laws, rules and regulations relating to minimum capital requirements) for the time being and from time to time in force, is available to be distributed by the Bank to its shareholders according to the audited balance sheet of the Bank and the audited consolidated balance sheet of the Bank and its Subsidiaries for the

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preceding financial year or as may be further limited by the laws of the Republic of Finland.

*As of the date hereof, under the Finnish Companies Act (Osakeyhtiölaki 734/1978), as amended (the "Companies Act"), Accumulated Distributable Funds include the net profit for the preceding financial year, retained earnings from previous years and other non-restricted equity, reduced by loss set forth in the balance sheet and amounts required to be held or transferred to a reserve fund or otherwise left undistributed in accordance with the Articles of Association of the Bank.*

Under the Finnish Credit Institutions Act, Accumulated Distributable Funds are further restricted to the effect that the Bank may not, in the event that the Bank or its consolidation group does not meet the capital adequacy requirements applicable to it under the Act, distribute or pay any dividends or other return on capital, unless for a particular reason the FSA grants a dispensation for a specific period of time.

"FSA" means the Finnish Financial Supervision Authority or any successor or regulator of banks in the Republic of Finland.

"Junior Guarantee" means any guarantee, indemnity or other contractual support arrangement entered into by the Bank in respect of securities (regardless of name or designation) issued by a Subsidiary and ranking, in respect of the right to receive periodic payments or the right to receive repayment of capital on a winding-up, liquidation or bankruptcy, voluntary or otherwise, of the Bank or any other payments thereon, after the Instruments.

"Parity Guarantee" means any guarantee, indemnity or other contractual support arrangement entered into by the Bank in respect of securities (regardless of name or designation) issued by a Subsidiary which are akin to capital loans (*pääomalaina*) under Article 73 of the Companies Act, of the Bank or other securities (regardless of name or designation) of the Bank or such Subsidiary and ranking, in respect of the right to receive periodic payments or the right to receive repayment of capital on a winding-up, liquidation or bankruptcy, voluntary or otherwise, of the Bank or any other payments thereon, *pari passu* with the Instruments.

5. **Early Redemption - Taxation Reasons and Capital Reasons**

Condition 6.02 (*Early Redemption for Taxation Reasons*) is deleted and replaced with the following Condition 6.02 (*Early Redemption for Taxation Reasons and Capital Reasons*):

*"Early Redemption for Taxation Reasons and Capital Reasons*

6.02 If, in relation to any Series of Instruments:

- (i) the Bank has or will become obliged to pay additional amounts as referred to in Condition 8 as a result of any change in or amendment to the laws or regulations of the Republic of Finland or of any political subdivision thereof

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or any authority or agency therein or thereof having power to tax or in the interpretation or administration of any such laws or regulations which becomes effective on or after the date of issue of such Instruments or any earlier date specified in the relevant Pricing Supplement, on the occasion of the next payment due in respect of such Instruments; or

- (ii) any items of deduction or charge in respect of interest on the Instruments are modified in a manner so as to increase the Bank's net income (whether on a consolidated or non-consolidated basis) that is subject to Finnish corporate income tax,

and such obligations cannot be avoided by the Bank taking reasonable measures available to it, then the Bank may (subject to Condition 6.03 (*Optional Early Redemption Call - Restrictions on Redemption of Instruments*)), on the expiry of the appropriate notice, (being a day upon which interest is payable) redeem all (but not some only) of the outstanding Instruments comprising the relevant Series at their principal amount, together with accrued interest (if any) thereon. Provided that (A) no such notice may be given earlier than 90 days prior to the earliest date on which the Bank would be obliged to pay such additional amounts were a payment in respect of the relevant Instruments then due and (B) prior to the publication of any notice of redemption for taxation reasons, the Bank shall deliver to the Fiscal Agent a certificate signed by two duly authorised officers of the Bank stating that the Bank is entitled to effect such redemption for taxation reasons and setting forth a statement of facts showing that the conditions precedent to the right of the Bank so to redeem have occurred and an opinion of independent legal advisers of recognised standing to the effect that the Bank has or will become obliged to pay such additional amounts as a result of such change or amendment.

If, at any time, a Capital Disqualification Event has occurred and is continuing, the Instruments may (subject to Condition 6.03 (*Optional Early Redemption Call - Restrictions on Redemption of Instruments*)) be redeemed, in whole but not in part, at the option of the Bank on any Interest Payment Date, upon not less than 30 nor more than 60 days' notice to the Holders in accordance with Condition 14 (which notice shall be irrevocable) and the Paying Agents. Upon the expiry of such notice, the Bank shall be bound to redeem the Instruments accordingly at their principal amount together with accrued interest (if any) thereon.

Any payments of any accrued interest in accordance with this Condition 6.02 will be subject to the availability of Accumulated Distributable Funds.

For the purposes of these Conditions:

"**Capital Disqualification Event**" means a change in any applicable law or regulation (including the provisions of the Finnish Credit Institutions Act, the FSA's Regulation and statement K/18/98/TTO on Tier one instruments or any future act, regulation or statement replacing any of the above), or in the official interpretation or application thereof by the FSA, as a result of which for the purposes of capital adequacy

requirements applicable to banks in the Republic of Finland at that time, the Instruments may not be included in the Tier one capital of the Bank.

"**Regulation**" means FSA Regulation No. 106.6 J. No. 19/341/2003 (Regulation on the Reporting of Own Funds and Consolidated Own Funds) and Appendix 1 to the Regulation, as amended.

6. **Optional Early Redemption (Call)**

Condition 6.03 (*Optional Early Redemption (Call)*) is deleted and replaced with the following Condition 6.03 (*Optional Early Redemption (Call)*):

*"Optional Early Redemption (Call)*

6.03 The Bank may, upon the expiry of the appropriate notice and subject to such terms and conditions as may be specified in the relevant Pricing Supplement, redeem in whole (but not, unless and to the extent that the relevant Pricing Supplement specifies otherwise, in part only), of the Instruments of the relevant Series at its principal amount (or such other redemption amount as may be specified in the relevant Pricing Supplement), together with accrued interest (if any) thereon.

*Restrictions on Redemption of Instruments*

Redemption by the Bank of Instruments pursuant to any of the provisions of the Instruments will be, however, subject to:

- (i) the prior approval of the FSA, provided that such approval is not required where, because of the restrictions laid down in Chapter 9 Article 74 of the Finnish Credit Institution Act and in the Regulation of the FSA, it is no longer permitted to include the whole or part only of the principal of such Instruments in the Bank's own funds calculation; and
- (ii) other corporate and bank regulatory laws, rules and regulations relating to minimum capital requirements affecting the Bank for the time being and from time to time in force.

*Payment of accrued interest on redemption of the Instruments*

The obligation of the Bank to make full payment of accrued interest on a specific Optional Redemption Date following redemption by the Bank of Instruments pursuant to any provisions of the Instruments will be waived if in the opinion of the board of management of the Bank, Accumulated Distributed Funds available for that financial year will be insufficient to permit payment of all accrued interest payable on that Optional Redemption Date. In such case the Bank will make pro rata payment of accrued interest to reflect the proportion of available Accumulated Distributable Funds to accrued interest payable on such Optional Redemption Date."

7. **Enforcement**

Condition 7 (*Events of Default*) is hereby replaced by the following Condition 7 (*Enforcement*):

"7. **Enforcement**

*Enforcement by the Holders*

7.01 Holders of at least one-fifth in principal amount of the Instruments outstanding or may institute any such proceedings (including winding-up, liquidation and bankruptcy proceedings) against the Bank as they may determine necessary to enforce any obligation, condition, undertaking or provision binding on the Bank under the Instruments, provided, however, that the Bank shall not by virtue of the institution of any such proceedings be obliged to accelerate payment of any sum or sums related to the Instruments prior to the time that the Bank would otherwise have been liable to make such payment.

*Liquidation Rights*

7.02 If an order is made or an effective resolution is passed for the winding-up, liquidation or bankruptcy of the Bank (except for the purposes of a merger, reconstruction or amalgamation on terms approved by way of an Extraordinary Resolution of Holders) the Instruments shall become immediately due and payable at their principal amount together with any accrued but unpaid interest on such amount if payable pursuant to the terms of the Instruments, to their date of repayment.

If, upon any such winding-up, liquidation or bankruptcy, the assets available for repayment are insufficient to pay in full the amounts payable with respect to the Instruments and any other Parity Instruments, the holders of the Instruments and of such Parity Instruments will share rateably in any such distribution of surplus assets of the Bank in proportion to the full respective amounts to which they are entitled.

After payment of the principal amount and any accrued but unpaid interest to which they are entitled, the holders of the Instruments will have no further right or claim to any of the surplus assets of the Bank and will not be entitled to any further participation in such surplus assets.

No remedy against the Bank, other than as provided above or providing or claiming in the winding-up, liquidation or bankruptcy of the Bank in the Republic of Finland or elsewhere, shall be available to holders of the Instruments, whether for the recovery of amounts owing in respect of the Instruments or in respect of any breach by the Bank of any of its obligations or undertakings under the Instruments."

8. **Governing Law**

Condition 17.1 (*Governing law*) is hereby replaced by the following Condition 17.1 (*Governing law*):

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"17.1 *Governing law*: The Instruments, the Fiscal Agency Agreement and the Deed of Covenant and all matters arising from or connected with the Instruments, the Fiscal Agency Agreement and the Deed of Covenant are governed by, and shall be construed in accordance with, English law save for the subordination provisions set out in Condition 3B (*Status*), Condition 5D (*Interest - Accumulated Distributable Funds, Non-Cumulative Interest and Interest Deferral Option*) and Condition 6.07 (*Purchase of Instruments*) which are governed by, and shall be construed in accordance with, Finnish law."

9. **Optional Redemption Date(s)**

The Optional Redemption Date(s) shall be the Interest Payment Date in each year, commencing on 11 April 2010, provided that:

- (a) the Bank has received the prior consent of the FSA (if applicable); and
- (b) following the redemption of the Instruments on such Optional Redemption Date the Bank remains in compliance with the corporate and bank regulatory laws, rules and regulations relating to minimum capital requirements for the time being and from time to time in force.

ANNEX 2

INVESTOR CONSIDERATIONS

*Prospective investors should consider carefully the following information in conjunction with the other information contained in this Annex 2 before investing in the Instruments:*

**Distributions not cumulative**

Interest on the Instruments is not cumulative. As set out in Condition 5D (*Interest - Accumulated Distributable Funds, Non-Cumulative Interest and Interest Deferral Option*), interest on the Instruments will be paid on each Interest Payment Date unless the Bank has insufficient Accumulated Distributable Funds to enable the Bank to pay interest on the Instruments (and in respect of any Parity Instruments). If Interest Amounts on the Instruments for any Interest Period are not paid, the Holders will not be entitled to receive such Interest Amounts whether or not funds are, or subsequently become, available.

**Perpetual nature of the Instruments**

The Instruments have no fixed final redemption date and Holders have no rights to call for the redemption of the Instruments. Although the Bank may redeem the Instruments in certain circumstances (including on any Interest Payment Date thereafter or on any Interest Payment Date following the occurrence of certain tax events or a Capital Disqualification Event) there are limitations on its ability to do so.

**No limitation on future debt**

The Bank is not prohibited from issuing, guaranteeing or otherwise incurring further debt ranking *pari passu* with, or senior to, its obligations under the Instruments.

**No limitation remedy for non-payment**

The sole remedy against the Bank available to any Holder for recovery of amounts owing in respect of any payment in respect of the Instruments will be the institution of proceedings for the winding-up, liquidation or bankruptcy of the Bank.

**Set-off**

No Holder may exercise or claim any right of set-off in respect of any amount owed to it by the Bank arising under or in connection with the Instruments or the Coupons and each Holder and Couponholder shall, by virtue of being the bearer of any Instrument or Coupon, be deemed to have waived all such rights of set-off.

**Subordination**

The Instruments will be direct, subordinated and unsecured obligations of the Bank. Upon the occurrence of any winding-up, liquidation or bankruptcy of the Bank, payments on the Instruments will be subordinated in right of payment to all other liabilities of the Bank (including dated and undated subordinated obligations not eligible as Tier one capital of the Bank), as the case may be, except those liabilities which rank equally with or junior to the

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Instruments. In the context of a winding-up, liquidation or bankruptcy of the Bank, Holders may recover proportionately less than the holders of unsubordinated and dated subordinated liabilities of the Bank.

**Changes in Finish law may affect the rights of the Holders**

The provisions of Finnish law on capital loans, such as the Instruments, and Accumulated Distributable Funds are expected to undergo changes in 2006 in connection with a contemplated revision of Finnish Companies Act. It is currently not possible to predict precisely how these changes will apply to capital loans, such as the Instruments, issued prior to these changes taking effect, or the rights of their holders. However, based on the information currently available, the Bank believes that the contemplated changes would not have a material effect on the rights of the Holders.