

# PROSPECTUS

Issuer

**Bonava AB (publ)**

Business ID: 556928-0380

Domicile: Stockholm

Internet address: [www.bonava.com](http://www.bonava.com)

## EUR 250 000 000,00 COMMERCIAL PAPER PROGRAMME

Agreement on the issuance of the commercial paper note was signed on \_\_\_\_ \_\_\_\_ 2019

Arrangers

**OP Corporate Bank plc**

Business ID: 0199920-7 Domicile: Helsinki

**Danske Bank A/S, Finland Branch**

Business ID: 1078693-2 Domicile: Helsinki

**Nordea Bank Abp**

Business ID: 2858394-9 Domicile: Helsinki

**Skandinaviska Enskilda Banken AB (publ) Helsinki Branch**

Business ID: 0985469-4 Domicile: Helsinki

**Svenska Handelsbanken AB (publ), Branch Operation in Finland**

Business ID: 0861597-4 Domicile: Helsinki

**Swedbank AB (publ), Finnish Branch**

Business ID: 1973378-1 Domicile: Helsinki

The Issuer's financial statements and interim report are available from the arranger banks and the issuer or at the issuer's internet address stated above.

In the event the Issuer's financial standing changes in a way that materially affects the value of the security, the Issuer shall supplement this prospectus accordingly.

The Issuer is solely responsible for the accuracy of the financial statements, interim report and other information concerning the Issuer's financial standing.

**COMPANY: BONAVA AB (PUBL)**

**EUR 250 000 000,00 COMMERCIAL PAPER PROGRAMME**

**Terms and conditions of commercial paper notes**

The terms and conditions of the commercial papers note issued in book-entry form are available on the issue account. The terms and conditions of the commercial paper notes issued in paper form are printed on the commercial paper note.

**Status of commercial paper notes**

The commercial paper notes are bearer promissory notes issued by the Issuer.

**Collateral**

The commercial paper notes are unsecured. If the Issuer secures any of its commercial paper notes with collateral during the validity of these commercial paper notes, that collateral shall be extended in favour of all the Issuer's outstanding commercial paper notes.

**Nominal value and term to maturity**

The nominal value of the commercial paper notes is at least one hundred thousand (100,000) euros or multiples thereof.

The term to maturity of the commercial paper notes is at least one (1) day and less than one (1) year.

**Issue price**

The interest rate of the commercial paper notes to be issued is determined based on the situation in the money market at the given time. The issue price is calculated in accordance with the following formula:

$$\text{Issue price} = \frac{n}{1 + \frac{p}{100} \times \frac{t}{360}}$$

where            n = nominal value of commercial paper note  
                       p = interest rate and  
                       t = commercial paper note's term to maturity in actual calendar days

**Redemption of commercial paper notes**

On the maturity date of the commercial paper notes, the arranger bank (hereinafter the "bank") shall pay to the holders of the commercial paper notes, against the said commercial paper notes, their nominal value on behalf of the Issuer, provided that the Issuer has placed the funds required for the redemption of the commercial paper notes from their holders at the bank's disposal by 10 a.m. on each maturity date.

**The bank's right to represent noteholders**

The bank shall have a right to represent noteholders in all matters related to the commercial paper notes in accordance with the terms and condition of the commercial paper notes.

**Limitation of liability**

The bank shall not be liable for the redemption being prevented, or other loss or damage, as a result of the Issuer not placing the required funds at the bank's disposal or the bank's inability to use such funds for the redemption of the commercial paper notes due to a reason that is beyond the bank's control.

#### **Early termination of the commercial paper notes**

The bank has the right, but not the obligation, to declare in writing on behalf of noteholders all or some of the commercial paper notes outstanding immediately due and payable, if

- 1) the Issuer does not, after receiving a written notice, immediately fulfil its obligation to place to the bank the funds required for redeeming the commercial paper notes,
- 2) the Issuer's other commercial paper notes are secured with collateral and this collateral is not extended in favour of the Issuer's all outstanding commercial paper notes or
- 3) an event occurs that has a material adverse effect on the Issuer's ability to fulfil its payment obligations towards the bank and/or noteholders.

The bank shall, without delay, inform the noteholders in a national daily newspaper of the termination of the commercial paper notes declared on any grounds referred to above in sections 1–3.

#### **Amount payable on terminated commercial paper notes**

When the bank has declared a commercial paper note immediately due and payable, the Issuer shall pay the bank, acting on behalf of the noteholders, an amount that equals to the nominal value of the commercial paper note less interest calculated for the time between the initially agreed maturity date and the new maturity date using the lower of the following interest rates:

- 1) the interest rate used in the issuance of the commercial paper notes or
- 2) the interest rate which the bank applies on the new maturity date when offering corresponding commercial paper notes with a corresponding term to maturity.

If the Issuer's standing has materially deteriorated since the issue of the commercial paper notes, corresponding commercial paper notes referred to above in alternative 2 shall mean corresponding commercial paper notes at the time of issue, i.e. before the Issuer's standing deteriorated.

#### **Force majeure**

The bank and the Issuer shall not be liable for loss or damage arising from a force majeure event or unreasonable impairment of the bank's or the Issuer's operations resulting from a similar cause.

#### **Applicable law and jurisdiction**

The laws of Finland shall apply to these commercial paper notes.

Any disputes that may arise from these commercial paper notes shall be submitted to the Helsinki District Court.

#### **Other factors affecting the value of the security**

##### **Secondary markets**

The bank shall actively contribute to the creation of a secondary market by quoting, at request and subject to its discretion, bid prices to market participants for the commercial paper notes issued under this commercial paper programme and by purchasing notes from the market at its bid price.

The bank also quotes, when possible, offer prices to sell commercial paper notes in its possession on the market.

The bank shall not maintain a secondary market for the commercial paper notes if the bank deems the Issuer's financial situation to be such that its commercial paper notes can no longer be sold on the market on normal terms and conditions.

**Contact details of the Issuer****Bonava AB (publ)**

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