Prospectus



Investor AB (Incorporated as a limited liability company in the Kingdom of Sweden)

€5,000,000,000 Debt Issuance Programme

Under the Debt Issuance Programme described in this Prospectus (the "Programme"), Investor AB (publ) ("Investor", the "Issuer" or the "Company"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue debt securities (the "Notes"). The aggregate principal amount of Notes outstanding will not at any time exceed €5,000,000,000 (or the equivalent in other currencies).

Application has been made to the Financial Services Authority in its capacity as competent authority under the Financial Services and Markets Act 2000 (the "UK Listing Authority") for Notes issued under the Programme for the period of twelve months from the date of this Prospectus to be admitted to the Official List of the UK Listing Authority (the "Official List") and to the London Stock Exchange plc (the "London Stock Exchange") for such Notes to be admitted to trading on the London Stock Exchange's Regulated Market (the "Market"). References in this Prospectus to Notes being "listed" (and all related references) shall mean that such Notes have been admitted to trading on the Market and have been admitted to the Official List. The Market is a regulated market for the purposes of Directive 2004/39/EC (the Markets in Financial Instruments Directive) of the European Parliament and of the Council on markets in financial instruments. However, unlisted Notes may be issued pursuant to the Programme. The relevant Final Terms (as defined below) in respect of the issue of any Notes will specify whether or not such Notes will be listed on the Official List and admitted to trading on the Market (or any other stock exchange), in which case references in this Prospectus to Notes being "listed" shall mean that such Notes have been admitted to trading on such other stock exchange.

As at the date of this Prospectus, the Issuer and the Programme are each rated A1 (stable outlook) by Moody's Deutschland GmbH ("Moody's") and AA- (stable outlook) by Standard & Poor's Credit Market Services Europe Limited, a division of The McGraw-Hill Companies Inc. ("S&P") Tranches of Notes (as defined in "Overview of the Programme") may be rated or unrated. Where a Tranche of Notes is rated, such rating will be specified in the applicable Final Terms. Credit ratings included or referred to in this Prospectus have been issued by Moody's and S&P, each of which is established in the European Union and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Each Series (as defined in "Overview of the Programme") of Notes in bearer form will initially be represented on issue by a temporary global note in bearer form (each a "Temporary Global Note"), or a permanent global note in bearer form (each a "Permanent Global Note"). Notes in registered form will be represented by registered certificates (each a "Certificate"), one Certificate being issued in respect of each Noteholder's entire holding of Registered Notes of one Series. If the Global Notes are stated in the applicable Final Terms to be issued in new global note ("NGN") form, the Global Notes will be delivered on or prior to the original issue date of the relevant Tranche to a common safekeeper (the "Common Safekeeper") for Euroclear Bank S.A./N.V. ("Euroclear") and Clearstream Banking, *société anonyme* ("Clearstream, Luxembourg") (the "Common Depositary"). Global Notes which are not issued in NGN form ("Classic Global Notes" or "CGNs") and Certificates may be deposited on the issue date of the relevant Tranche with the Common Depositary. The provisions governing the exchange of interests in Global Notes for other Global Notes and definitive Notes are described in "Summary of Provisions Relating to the Notes while in Global Form".

In the case of any Notes which are to be admitted to trading on a regulated market within the European Economic Area (the "EEA") or offered to the public in a Member State of the EEA in circumstances which require the publication of a prospectus under the Prospectus Directive (2003/71/EC), the minimum specified denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Notes).

Prospective investors should have regard to the factors described under the section headed "Risk Factors" in this Prospectus.

Arranger

J.P. Morgan

Dealers

Citigroup | **Deutsche Bank**
Goldman Sachs International | **J.P. Morgan**
Morgan Stanley | **SEB** | **UBS Investment Bank**

15 December 2011

This Prospectus comprises a base prospectus for the purposes of Article 5.4 of Directive 2003/71/EC (the "Prospectus Directive") and for the purpose of giving information with regard to the Issuer and its subsidiaries and affiliates taken as a whole (the "Group") which, according to the particular nature of the Issuer and the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer.

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case) the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Prospectus has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State") will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of Notes which are the subject of an offering contemplated in this Prospectus as completed by final terms in relation to the offer of those Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer.

Subject as provided in the applicable Final Terms, the only persons authorised to use this Prospectus in connection with an offer of Notes are the persons named in the applicable Final Terms as the relevant Dealer or the Managers, as the case may be.

This Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see "Documents Incorporated by Reference" below).

No person has been authorised to give any information or to make any representations other than those contained in this Prospectus in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealers or the Arranger (as defined in "Overview of the Programme"). Neither the delivery of this Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the Group since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer or the Group since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer, the Dealers and the Arranger to inform themselves about and to observe any such restriction. The Notes have not been and will not be registered under the United States Securities Act of 1933 (the "Securities Act"), or with any securities regulatory authority of any state or other jurisdiction of the United States. The Notes include Notes in bearer form that are subject to US tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, US persons (as defined in the US Internal Revenue Code of 1986, as amended, and regulations thereunder). The Notes are being offered and sold outside the United States to non-US persons in reliance on Regulation S under the Securities Act ("Regulation S"). For a description of certain restrictions on offers and sales of Notes and on distribution of this Prospectus, see "Subscription and Sale".

This Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer or the Dealers to subscribe for, or purchase, any Notes.

To the fullest extent permitted by law, none of the Dealers or the Arranger accept any responsibility for the contents of this Prospectus or for any other statement, made or purported to be made by the Arranger or a Dealer or on its behalf in connection with the Issuer or the issue and offering of the Notes. The Arranger and each Dealer accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Prospectus or any such statement. Neither this Prospectus nor any document incorporated by reference nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Arranger or the Dealers that any recipient of this Prospectus or any other financial statements or any document incorporated by reference should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers or the Arranger undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Arranger.

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

(i) 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 Prospectus or any applicable supplement;

(ii) 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;

(iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;

(iv) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets; and

(v) 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.

Some Notes are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor's overall investment portfolio.

In this Prospectus, unless otherwise specified or the context otherwise requires, references to "US$" and "US dollars" are to United States dollars, to "EUR" are to euro and to "SEK" are to Swedish kronor.

In connection with the issue of any Tranche (as defined in "Overview of the Programme"), the Dealer or Dealers (if any) named as the stabilising manager(s) (the "Stabilising Manager(s)") (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action or over allotment must be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

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Documents Incorporated by Reference

This Prospectus should be read and construed in conjunction with the following documents which have been previously published or are published simultaneously with this Prospectus and which have been approved by the Financial Services Authority or filed with it:

- the audited consolidated financial statements of the Issuer (prepared in accordance with International Financial Reporting Standards) for the financial years ended 31st December 2010 and 31st December 2009 together in each case with the audit report thereon;
- the terms and conditions contained in pages 19 to 36 of the base prospectus relating to the Programme dated 15th December 2010;
- the terms and conditions contained in pages 18 to 35 of the base prospectus relating to the Programme dated 15th December 2009;
- the terms and conditions contained in pages 18 to 35 of the base prospectus relating to the Programme dated 20th November 2008;
- the terms and conditions contained in pages 16 to 32 of the base prospectus relating to the Programme dated 16th November 2007;
- the terms and conditions contained in pages 15 to 31 of the base prospectus relating to the Programme dated 16th November 2006;
- the terms and conditions contained in pages 15 to 31 of the base prospectus relating to the Programme dated 3rd November 2005;
- the terms and conditions contained in pages 9 to 24 of the offering circular relating to the Programme dated 9th December 2004;
- the terms and conditions contained in pages 9 to 24 of the offering circular relating to the Programme dated 12th December 2003; and
- the terms and conditions contained in pages 10 to 25 of the offering circular relating to the Programme dated 12th December 2002.

Such documents shall be incorporated in, and form part of, this Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

The tables below set out the relevant page references for the audited consolidated annual statements for the financial years ended 31st December 2010 and 31st December 2009 as set out in the Issuer's Annual Reports for 2010 and 2009 respectively.

Audited consolidated annual financial statements of the Issuer for the financial year ended 31st December 2010

	Page of 2010 Annual Report
Administration Report and Proposed Disposition of Earnings	Pages 64 to 72
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Audited consolidated annual financial statements of the Issuer for the financial year ended 31st December 2009

	Page of 2009 Annual Report
Administration Report and Proposed Disposition of Earnings	Pages 62 to 68
Financial Statements	Pages 69 to 72
Notes	Pages 78 to 121
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Those parts of the Issuer's Annual Reports for the financial years ended 31st December 2010 and 31st December 2009, and those parts of the prospectus dated 15th December 2010, 15th December 2009, 20th November 2008, 16th November 2007, 16th November 2006, 3rd November 2005, 9th December 2004, 12th December 2003 and 12th December 2002 which are not specifically incorporated by reference in this Prospectus are either not relevant for prospective investors in the Notes or the relevant information is included elsewhere in this Prospectus.

Copies of documents incorporated by reference in this Prospectus may be obtained (without charge) from the registered office of the Issuer, the specified office of the Issuing and Paying Agent or from the website of the Regulatory News Service operated by the London Stock Exchange at www.londonstockexchange.com/prices-and-markets/markets/prices.htm.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Prospectus shall not form part of this Prospectus.

Supplemental Prospectus

If at any time the Issuer shall be required to prepare a supplemental prospectus pursuant to section 87(G) of the Financial Services and Markets Act 2000 (the "FSMA"), the Issuer will prepare and make available an appropriate amendment or supplement to this Prospectus or a further prospectus which, in respect of any subsequent issue of Notes to be listed on the Official List and admitted to trading on the Market, shall constitute a supplemental prospectus as required by the UK Listing Authority and section 87(G) of the FSMA.

The Issuer has given an undertaking to the Dealers that if at any time during the duration of the Programme there is a significant new factor, material mistake or inaccuracy relating to information contained in this Prospectus which is capable of affecting the assessment of any Notes whose inclusion in this Prospectus or removal is necessary for the purpose of allowing an investor to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer, and the rights attaching to the Notes, the Issuer shall prepare an amendment or supplement to this Prospectus or publish a replacement Prospectus for use in connection with any subsequent offering of Notes and shall supply to each Dealer such number of copies of such amendment, supplement or replacement as such Dealer may reasonably request.

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 document and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. Words and expressions defined in "Terms and Conditions of the Notes" below shall have the same meanings in this overview. The Issuer may agree with any Dealer that Notes may be issued in a form other than that contemplated in "Terms and Conditions of the Notes" herein, in which event (in the case of Notes admitted to the Official List only) a supplement to this Prospectus, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

Issuer	Investor AB (publ)
Programme Amount	Up to €5,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate principal amount of Notes outstanding at any one time.
Arranger	J.P. Morgan Securities Ltd.
Dealers	Citigroup Global Markets Limited Deutsche Bank AG, London Branch Goldman Sachs International J.P. Morgan Securities Ltd. Morgan Stanley & Co. International plc Skandinaviska Enskilda Banken AB (publ) UBS Limited The Issuer may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Prospectus to "Permanent Dealers" are to the persons listed above as Dealers and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and references to "Dealers" are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.
Trustee	Citicorp Trustee Company Limited
Issuing and Paying Agent, Registrar, Transfer Agent and Calculation Agent	Citibank, N.A., London Branch
Currencies	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in US dollars, Australian dollars, Canadian dollars, Danish kroner, euro, New Zealand dollars, Norwegian kroner, Sterling, Swedish Kronor, Swiss francs or Japanese yen or in other currencies if the Issuer and the relevant Dealers so agree.
Denomination	Definitive Notes will be in such denominations as may be specified in the relevant Final Terms, save that (i) in the case of any Notes which are to be admitted to trading on a regulated market within the EEA or offered to the public in a Member State of the EEA in circumstances which require the publication of a prospectus under the Prospectus Directive, the minimum denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Notes); and (ii) unless otherwise permitted by then current laws and regulations, Notes (including Sterling Notes) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 of the FSMA

	will have a minimum denomination of £100,000 (or its equivalent in other currencies).
Redenomination, Renominalisation and/or Consolidation	Notes denominated in a currency of a country that subsequently participates in the third stage of European economic and monetary union may be subject to redenomination, renominalisation and/or consolidation with other Notes denominated in euro. The provisions applicable to any such redenomination, renominalisation and/or consolidation will be specified in the relevant Final Terms.
Form of Notes	The Notes may be issued in bearer form only ("Bearer Notes"), in bearer form exchangeable for Registered Notes ("Exchangeable Bearer Notes"), or in registered form only ("Registered Notes"). Each Tranche of Bearer Notes and Exchangeable Bearer Notes will be represented on issue by a Temporary Global Note if (i) definitive Notes are to be made available to Noteholders following the expiry of 40 days after their issue date or (ii) such Notes have an initial maturity of more than one year and are being issued in compliance with the D Rules (as defined in "Overview of the Programme — Selling Restrictions"), otherwise such Tranche will be represented by a Permanent Global Note. Registered Notes will be represented by Certificates, one Certificate being issued in respect of each Noteholder's entire holding of Registered Notes of one Series. Certificates representing Registered Notes that are registered in the name of a nominee for one or more clearing systems are referred to as "Global Certificates".
Maturities	Subject to compliance with all relevant laws, regulations and directives and the matters described under "Variable Redemption Amount and Variable Coupon Amount Notes" below, any maturity from one month.
Issue Price	Notes may be issued at their principal amount or at a discount or premium to their principal amount. Partly-paid Notes may be issued, the issue price of which will be payable in two or more instalments.
Method of Issue	The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a "Series"), having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a "Tranche"), on the same or different issue dates. The specific terms of each Tranche (which will be completed, where necessary, with the relevant terms and conditions and, save in respect of the issue date, issue price, first payment of interest and principal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be completed in the Final Terms document (the "Final Terms").
Clearing Systems	Clearstream, Luxembourg and Euroclear and, in relation to any Tranche, such other clearing system as may be agreed between the Issuer, the Issuing and Paying Agent, the Trustee and the relevant Dealer.
Initial Delivery of Notes	On or before the issue date for each Tranche, if the relevant Global Note is a NGN, the Global Note will be delivered to a Common Safekeeper for Euroclear and Clearstream, Luxembourg. On or before the issue date for each Tranche, if the relevant Global Note is a CGN, the Global Note representing Bearer Notes

	or Exchangeable Bearer Notes or the Certificate representing Registered Notes may be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Global Notes or Certificates may also be deposited with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Issuing and Paying Agent, the Trustee and the relevant Dealer. Registered Notes that are to be credited to one or more clearing systems on issue will be registered in the name of nominees or a common nominee for such clearing systems.
Fixed Rate Notes	Fixed interest will be payable in arrear on the date or dates in each year specified in the relevant Final Terms.
Floating Rate Notes	Floating Rate Notes will bear interest set separately for each Series by reference to LIBOR, LIBID, LIMEAN or EURIBOR (or such other Benchmark as may be specified in the relevant Final Terms) as adjusted for any applicable Margin. Interest periods will be specified in the relevant Final Terms.
Zero Coupon Notes	Zero Coupon Notes may be issued at their principal amount or at a discount to it and will not bear interest.
Variable Redemption Amount and Variable Coupon Amount Notes	The Final Terms issued in respect of each Tranche of variable redemption amount Notes or variable coupon amount Notes will specify the basis for calculating the redemption amount and/or the amounts of interest payable, which may be by reference to a stock index or formula or as otherwise provided in the relevant Final Terms. Unless permitted by then current laws and regulations, Notes (including Notes denominated in sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 of the FSMA must have a minimum redemption amount of £100,000 (or its equivalent in other currencies). There may be restrictions under present Swedish law relating to the issue of variable redemption amount Notes which, if applicable, will need to be complied with. For example, approval by the general meeting of the shareholders (or by the board of directors following authorisation by the general meeting of the shareholders) is required for an issue of Notes that is structured in a way where (a) the interest rate or (b) any adjustments of the principal amount to be repaid will, in each case, increase if either (i) Investor's profit; or (ii) the dividends from Investor to its shareholders will increase.
Index-Linked Redemption Amount Notes	There may be restrictions under present Swedish law relating to the issue of index-linked redemption amount Notes (other than by reference to fluctuations in monetary amounts) which, if applicable, will need to be complied with. For example, approval by the general meeting of the shareholders (or by the board of directors following authorisation by the general meeting of the shareholders) is required for an issue of Notes that is structured in a way where (a) the interest rate or (b) any adjustments of the principal amount to be repaid will, in each case, increase if either (i) Investor's profit; or (ii) the dividends from Investor to its shareholders will increase.
Other Notes	Terms applicable to high interest Notes, low interest Notes, step-up Notes, step-down Notes, dual currency Notes, reverse

	dual currency Notes, optional dual currency Notes, partly-paid Notes and any other type of Note that the Issuer, the Trustee and any Dealer or Dealers may agree to issue under the Programme will be set out in the relevant Final Terms and supplemental prospectus.
Optional Redemption	The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the holders, and if so the terms applicable to such redemption.
Early Redemption	Except as provided in "Optional Redemption" above, Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons. See "Terms and Conditions of the Notes — Redemption, Purchase and Options".
Redemption by Instalments	The Final Terms issued in respect of each issue of Notes that are redeemable in two or more instalments will set out the dates on which, and the amounts in which, such Notes may be redeemed.
Withholding Tax	All payments of principal and interest in respect of the Notes will be made free and clear of withholding taxes of the Kingdom of Sweden, subject to customary exceptions, all as described in "Terms and Conditions of the Notes — Taxation".
Status of Notes	The Notes will constitute unsubordinated and unsecured obligations of the Issuer as described in "Terms and Conditions of the Notes — Status".
Negative Pledge	The Notes will contain a Negative Pledge as described in "Terms and Conditions of the Notes — Negative Pledge".
Cross Default	The Notes will contain a cross default provision as described in "Terms and Conditions of the Notes — Events of Default".
Risk Factors	There are certain factors that may affect the Issuer's ability to fulfill its obligations under Notes issued under the Programme. These are set out under "Risk Factors" below and include commercial risks, finance risks and liquidity and financing risks. 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 "Risk Factors" and include the fact that the Notes may not be a suitable investment for all investors, certain risks relating to the structure of particular Series of Notes and certain market risks.
Ratings	As at the date of this Prospectus, the Issuer and the Programme are each rated A1 (stable outlook) by Moody's Deutschland GmbH ("Moody's") and AA- (stable outlook) by Standard & Poor's Credit Market Services Europe Limited ("S&P"), a division of The McGraw-Hill Companies Inc. Tranches of Notes may be rated or unrated. Where a Tranche of Notes is rated, its rating will be specified in the Final Terms. Such rating will not necessarily be the same as ratings assigned to the Programme. Credit ratings included or referred to in this Prospective have been issued by Moody's and S&P, each of which is established in the European Union and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16th September 2009 on credit rating agencies (the "CRA Regulation"). A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Listing	Application has been made to list the Notes issued under the Programme on the Official List and to admit them to trading on the Market for listed securities or as otherwise specified in the relevant Final Terms. As specified in the relevant Final Terms, a Series of Notes may also be unlisted.
Governing Law	The Notes and any non-contractual obligations arising out of or in connection with them will be governed by and construed in accordance with English law.
Selling Restrictions	United States, Public Offer Selling Restriction under the Prospectus Directive (in respect of Notes having a denomination of less than €50,000 (or its equivalent in any other currency) as at the date of issue of the Notes), United Kingdom, the Kingdom of Sweden, Japan and such other restrictions as may be required in connection with a particular issue of Notes. See "Subscription and Sale". Category 2 selling restrictions will apply for the purposes of Regulation S under the Securities Act. The Notes will be issued in compliance with US Treasury Regulations §1.163-5(c)(2)(i)(D) (the "D Rules"), unless (i) the relevant Final Terms states that Notes are issued in compliance with US Treasury Regulations §1.163-5(c)(2)(i)(C) (the "C Rules"), or (ii) the Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute "registration required obligations" under the United States Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA"), which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable.

Risk Factors

Prospective investors should consider carefully the risks set forth below and the other information contained in this Prospectus prior to making any investment decision with respect to the Notes. Each of the risks highlighted below could have a material adverse effect on Investor's business, operations, financial condition or prospects, which, in turn, could have a material adverse effect on the amount of principal and interest which investors will receive in respect of the Notes and which in other ways affect Investor's ability to fulfill its obligations under the Programme and the Notes. In addition, each of the risks highlighted below could adversely affect the trading price of the Notes or the rights of investors under the Notes and, as a result, investors could lose some or all of their investment.

Prospective investors should note that the risks described below are not the only risks Investor faces. Investor has described only those risks relating to its operations that it considers to be material. There may be additional risks that Investor currently considers not to be material or of which it is not currently aware, and any of these risks could have the effects set forth above.

Risk factors which may affect Investor's ability to fulfill its obligations under Notes issued under the Programme

The following represent the material risk factors which may affect Investor's ability to fulfill its obligations in respect of Notes issued under the Programme because they may lead to a decrease in Investor's net profit or net assets thus adversely affecting Investor's credit worthiness and may ultimately result in the bankruptcy of Investor.

Commercial risks

Investor's business activities expose it to various types of risk. Maintaining long-term ownership in core investments and a flow of investments and divestments in private equity activities involves commercial risks, such as having a high exposure to a certain industry or an individual holding, changed market conditions for finding attractive investment candidates, or barriers that arise and prevent exits from a holding at the chosen time. For instance, a certain industry sector in which Investor has significant investments may experience a decrease in demand. All of these risks could have a severe impact on the credit worthiness of Investor.

Financial risks

The main financial risks that the Group is exposed to are market risks. These are, primarily, risks associated with fluctuations in share prices, but also interest rate risks and foreign exchange rate risks. Other risks that arise in the Group's operations include liquidity risks, financing risks, credit risks and operational risks. Activities to manage and monitor risks in the business are carried out through the Finance and Risk Committee, which is adjunct to Investor's board of directors. All these risks, which are described in more detail below, could severely affect the financial position and creditworthiness of Investor.

Price risks

There is a risk that the value of Investor's securities will change due to changes in share prices, exchange rates or interest rates. In relation to Investor's assets, most of the price risk exposure is in its core investments (share price risks). It should be noted that Investor, as it is an investment company, may be particularly affected by the fluctuation of share prices as such fluctuation may have a significant effect on the value of a material part of Investor's assets thus indirectly affecting the value and credit-worthiness of Investor.

The Issuer's businesses and performance can be negatively affected by actual or perceived global economic and financial market conditions

During 2011, global financial markets have experienced, and continue to experience, significant volatility brought on, in particular by concerns over European and US sovereign debt, as well as concerns about a general slowing of global demand reflecting an increasing lack of confidence among consumers, companies and governments. Despite significant interventions by governments and other non-governmental bodies, capital and credit markets around the world continue to be volatile and be subject to intermittent and prolonged disruptions. In particular, during the last year, a heightened perceived risk

of sovereign default relating to certain EU member states has had a negative impact on capital and credit markets. The outlook for the global economy over the near to medium terms remains challenging, particularly in the United Kingdom, the United States and other European economies.

The Group's businesses and performance are influenced by local and global economic conditions and perceptions of those conditions and future economic prospects. If sustained, this environment may have a negative impact on the Issuer's business and financial position.

Core investments: Listed

Investor's core investments are continuously monitored and analysed by Investor. Through committed ownership, which is exercised through board representation and other ways, Investor influences the strategy and decisions of its core investments. Thus, a large portion of price exposure in a core investment does not necessarily lead to any action. Long-term commitments lay the groundwork for Investor's strategic measures. Since the core investments are listed in SEK, there is no direct currency risk that affects Investor's balance sheet, although Investor can be indirectly exposed to currency risks in holdings which are listed on foreign stock exchanges or have foreign currency as their pricing currency (or effective currency). In addition, there are indirect currency risks since most of Investor's core investments have international operations. This risk also impacts the company's balance sheet and income statement, which has an indirect effect on the valuation of the shares.

Core Investments: Subsidiaries

Investor takes an active role, through board participation, in its operating subsidiaries. Investor is indirectly exposed to foreign exchange rate risks of its operating subsidiaries since they have international operations. The FX hedging of these investments is evaluated on a case by case basis. It should however be noted that the latest credit crisis has shown that certain financial counterparties, such as FX-hedge counterparties, may in fact prove to be rather weak counterparties when market conditions turn severe. Accordingly, Investor could experience a significantly increased FX-risk if the hedge counterparties were to fail to honor their respective obligations towards Investor. If such counterparty were to default in its obligations then Investor could face a large unhedged FX-position which could adversely affect its financial position.

Financial investments

Investor's investments in Private Equity business are exposed to share price risks and foreign exchange rate risks in investments made in foreign companies. Investor also takes an active role in these companies through board work in each respective company. There is no regular hedging of private equity investments in foreign currency, since the investments are long-term and currency fluctuations are expected to balance out over time. Investor's policy is to hedge, by means of forward contracts, the future known cash flows. The hedging policy is subject to continuous evaluation and deviations from the guideline may be allowed. However, private equity investments are usually relatively highly leveraged and there is a greater risk than in relation to, for instance, core investments that Investor's entire investment could be lost. Such losses could severely affect Investor's financial position and creditworthiness.

Investor has a majority ownership stake or significant influence in investments consolidated as associated companies. Investor takes an active role, through board participation, in these companies. Investor is indirectly exposed to foreign exchange rate risks of its associated companies since they have international operations. The FX hedging of these investments is evaluated on a case by case basis. It should however be noted that the latest credit crisis has shown that certain financial counterparties, such as FX-hedge counterparties, may in fact prove to be rather weak counterparties when market conditions turn severe. Accordingly, Investor could experience a significantly increased FX-risk if the hedge counterparties were to fail to honor their respective obligations towards Investor. If such a counterparty were to default in its obligations then Investor could face a large un-hedged FX-position which could adversely affect its financial position.

To support transactions in Core Investments and to acquire market intelligence, Investor's business requires a certain trading function. Investor has a limited trading operation, which conducts short-term equity trading and deals in equity derivatives. Trading is exposed to share price risk and foreign exchange rate risks. The price risk in this activity is currently measured and monitored in terms of cash delta. Limits of portfolio's gross and net exposure, single position exposure and liquidity are measured daily. Currency risks in the trading business are lowered through currency swap contracts at the portfolio level. It should be noted that such swap counterparties may, even though they may have a strong rating today, in fact prove to be rather weak counterparties. Accordingly, Investor's portfolio management business may

contain major risks due to large exposure to the relevant counterparties. If such counterparty were to default under its obligations towards Investor it could have major impact on Investor's financial position.

Excess liquidity

For excess liquidity exposed to interest rate risks, Investor's goal is to maximize return within established guidelines whilst limiting interest rate risks. High financial flexibility is also strived for in order to satisfy future liquidity needs. Investments are therefore made in interest-bearing securities with maturity dates which are not longer than two years. The company's liabilities are exposed to interest rate and currency risks. Investor strives to manage interest rate risks by having an interest rate fixing period that provides the flexibility to change the loan portfolio in step with investment activity and minimize loan costs and volatility in the cash flow over time. The currency risk in loans in foreign currency is lowered through currency swap contracts. It should however be noted that such investments may deteriorate in value if the relevant issuer thereof were to enter into financial difficulties. Should such issuer enter into insolvency proceedings for example, Investor's entire investment may be lost which could in turn severely affect Investor's financial position.

Liquidity and financing risks

Liquidity risks refer to the risk that a financial instrument cannot be divested without considerable extra costs, and to the risk that liquidity will not be available to meet payment commitments. A liquidity event could also force Investor to sell assets at suppressed price levels (even at a loss), with a corresponding effect on Investor's profitability. Financing risks are defined as the risk that financing cannot be obtained, or can only be obtained at increased costs as a result of changed conditions in the capital market. For Investor that could mean refinancing existing maturing debts could become more costly which would have a negative effect on Investor's profit.

Credit risks

Credit risks are the risk of a counterparty or issuer being unable to repay a liability to Investor. Investor is exposed to credit risks primarily through investments of excess liquidity in interest-bearing securities. Credit risks also arise as a result of positive market values in derivative instruments, mainly interest rate and currency swaps. According to Investor's credit risk policy, Investor is exposed to credit risks towards counterparties with high creditworthiness, based on the valuations of the recognised rating institutes, for a limited amount and for a limited duration. Investor implements an extensive limit structure related to the creditworthiness of the issuers or counterparties and maturity of the securities. With a view to further limiting credit risks in interest rate and currency swaps, and other derivative transactions, agreements are made in accordance with the International Swaps and Derivatives Association, Inc. (ISDA), as well as netting agreements. It should however be noted that the recent credit crisis has shown that financial counterparties with a strong rating may in fact prove to be rather weak counterparties when market conditions turn severe. Potentially Investor could thus face a relatively large exposure to certain counterparties, and such counterparties may not be in a position to honor their obligations. Accordingly, the exposure against counterparties in, for instance, the financial sector may, even though measures are taken to limit the risks, be high. If such counterparties were to default under their obligations towards Investor then Investor's financial position could be severely damaged.

Factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme

Risks related to the structure of a particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of certain such features:

Notes subject to optional redemption by the Issuer

An optional redemption feature is likely to limit the market value of Notes. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Index Linked Notes and Dual Currency Notes

The Issuer may issue Notes with principal or interest determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each, a "Relevant Factor"). In addition, the Issuer may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

(i) the market price of such Notes may be volatile;

(ii) they may receive no interest;

(iii) payment of principal or interest may occur at a different time or in a different currency than expected;

(iv) the amount of principal payable at redemption may be less than the nominal amount of such Notes or even zero;

(v) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;

(vi) if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified; and

(vii) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

The historical experience of an index should not be viewed as an indication of the future performance of such index during the term of any Index Linked Notes. Accordingly, each potential investor should consult its own financial and legal advisers about the risk entailed by an investment in any Index Linked Notes and the suitability of such Notes in light of its particular circumstances.

Partly-paid Notes

The Issuer may issue Notes where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of its investment.

Variable rate Notes with a multiplier or other leverage factor

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

Inverse Floating Rate Notes

Inverse Floating Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR. The market values of such Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less

favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium to their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Risks related to Notes generally

Set out below is a brief description of certain risks relating to the Notes generally:

Modification, waivers and substitution

The Terms and Conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The Terms and Conditions of the Notes also provide that the Trustee may, without the consent of Noteholders, agree to (i) any modification of any of the provisions of the Trust Deed that is of a formal, minor or technical nature or is made to correct a manifest error, and (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, or any of the provisions of the Trust Deed that is in the opinion of the Trustee not materially prejudicial to the interests of the Noteholders. The Trustee may also agree (without the consent of Noteholders) to the substitution of any Subsidiary (as defined in the Trust Deed) of the Issuer in place of the Issuer, or of any previous substituted company, as principal debtor under the Trust Deed and the Notes provided that the Issuer unconditionally and irrevocably guarantees all amounts payable under the Trust Deed and the Notes.

European Monetary Union

If the United Kingdom joins the European Monetary Union prior to the maturity of the Notes, there is no assurance that this would not adversely affect investors in the Notes. It is possible that prior to the maturity of the Notes the United Kingdom may become a participating Member State and that the Euro may become the lawful currency of the United Kingdom. In that event (i) all amounts payable in respect of any Notes denominated in Sterling may become payable in Euro (ii) the law may allow or require such Notes to be re-denominated into Euro and additional measures to be taken in respect of such Notes; and (iii) there may no longer be available published or displayed rates for deposits in Sterling used to determine the rates of interest on such Notes or changes in the way those rates are calculated, quoted and published or displayed. The introduction of the Euro could also be accompanied by a volatile interest rate environment, which could adversely affect investors in the Notes.

EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income (the "Savings Directive"), Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident or to certain other persons established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments, subject to a procedure whereby, on meeting certain conditions, the beneficial owner of the interest or similar income may request that no tax may be withheld (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures.

Investors should note that the European Commission has published certain proposals to amend the Savings Directive which may, if implemented, amend or broaden the scope of the requirements described above.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax. Pursuant to Condition 7(e) of the Notes, the Issuer has agreed to maintain a Paying Agent in a Member State that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council Meeting of 26-27th November 2000 on the taxation of savings income or any law implementing or complying with, or introduced to conform to, such Directive.

Change of law

The Terms and Conditions of the Notes are based on English law in effect as at the date of issue of the relevant Notes. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of issue of the relevant Notes.

Integral multiples of less than €100,000

In relation to any issue of Notes which have a denomination consisting of the minimum Specified Denomination of €100,000 plus a higher integral multiple of another smaller amount, it is possible that the Notes may be traded in amounts in excess of €100,000 (or its equivalent) that are not integral multiples of €100,000 (or its equivalent). In such a case a Noteholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination will not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations. If definitive Notes are issued, holders should be aware that definitive Notes which have a denomination which is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

Risks related to the market generally

Set out below is a brief description of certain market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

The secondary market generally

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "Investor's Currency") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency equivalent value of the principal payable on the Notes and (3) the Investor's Currency equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Interest rate risks

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of Fixed Rate Notes.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to an issue of Notes. 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 or withdrawn by the rating agency at any time.

Legal considerations may restrict certain investments

The investment activities of certain investors are subject to 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.

Market value of the Notes

The market value of the Notes may be affected by the creditworthiness or perceived creditworthiness of Investor and a number of additional factors, including market interest, yield rates and the market's perception of comparable debt instruments issued by other corporate or financial institutions.

Terms and Conditions of the Notes

The following is the text of the terms and conditions that, subject to completion and amendment and as supplemented or varied in accordance with the provisions of Part A of the relevant Final Terms, shall be applicable to the Notes in definitive form (if any) issued in exchange for the Global Note(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of Part A of the Final Terms or (ii) these terms and conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Bearer Notes or on the Certificates relating to such Registered Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in Part A of the relevant Final Terms. Those definitions will be endorsed on the definitive Notes or Certificates, as the case may be. References in these Conditions to "Notes" are to the Notes of one Series only, not to all Notes that may be issued under the Programme.

The Notes are constituted by an amended and restated Trust Deed (as amended or supplemented as at the date of issue of the Notes (the "Issue Date"), the "Trust Deed"), dated 15 December 2011 between the Issuer and Citicorp Trustee Company Limited (the "Trustee", which expression shall include all persons for the time being the trustee or trustees under the Trust Deed) as trustee for the Noteholders (as defined below). These terms and conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Bearer Notes, Certificates, Receipts, Coupons and Talons referred to below. An amended and restated Agency Agreement (as amended or supplemented as at the Issue Date, the "Agency Agreement"), dated 15 December 2010 has been entered into in relation to the Notes between the Issuer, the Trustee, Citibank, N.A., London Branch as issuing and paying agent and calculation agent and the other agents named in it. The issuing and paying agent, the paying agents, the registrar, the transfer agents and the calculation agent(s) for the time being (if any) are referred to below respectively as the "Issuing and Paying Agent", the "Paying Agents" (which expression shall include the Issuing and Paying Agent), the "Registrar", the "Transfer Agents" (which expression shall include the Registrar) and the "Calculation Agent(s)". Copies of the Trust Deed and the Agency Agreement are available for inspection during usual business hours at the principal office of the Trustee (presently at 125 London Wall, London EC2Y 5AJ) and at the specified offices of the Paying Agents and the Transfer Agents.

The Noteholders, the holders of the interest coupons (the "Coupons"), appertaining to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the "Talons"), the ("Couponholders"), and the holders of the receipts for the payment of instalments of principal (the "Receipts"), relating to Notes in bearer form of which the principal is payable in instalments are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and are deemed to have notice of those provisions applicable to them of the Agency Agreement.

As used in these Conditions, "Tranche" means Notes which are identical in all respects.

1. Form, Denomination and Title

The Notes are issued in bearer form ("Bearer Notes", which expression includes Notes that are specified to be Exchangeable Bearer Notes), in registered form ("Registered Notes"), or in bearer form exchangeable for Registered Notes ("Exchangeable Bearer Notes"), in each case in the specified Denomination(s) shown hereon provided that in the case of any Notes admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive (2003/71/EC), the minimum Specified Denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the relevant Notes).
All Registered Notes shall have the same Denomination. Where Exchangeable Bearer Notes are issued, the Registered Notes for which they are exchangeable shall have the same Denomination as the lowest denomination of Exchangeable Bearer Notes.

This Note is a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Index Linked Interest Note, an Index Linked Redemption Note, an Instalment Note, a Dual Currency Note or a Partly Paid Note, a combination of any of the foregoing or any other kind of Note, depending upon the Interest and Redemption/Payment Basis shown hereon.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in

relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable. Instalment Notes are issued with one or more Receipts attached.

Registered Notes are represented by registered certificates ("Certificates") and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Notes by the same holder.

Title to the Bearer Notes and the Receipts, Coupons and Talons shall pass by delivery. Title to the Registered Notes shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the "Register"). Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Receipt, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

In these Conditions, "Noteholder" means the bearer of any Bearer Note and the Receipts relating to it or the person in whose name a Registered Note is registered (as the case may be), "holder" (in relation to a Note, Receipt, Coupon or Talon) means the bearer of any Bearer Note, Receipt, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be) and capitalised terms have the meanings given to them hereon, the absence of any such meaning indicating that such term is not applicable to the Notes.

2. Exchanges of Exchangeable Bearer Notes and Transfers of Registered Notes

(a) Exchange of Exchangeable Bearer Notes

Subject as provided in Condition 2(f), Exchangeable Bearer Notes may be exchanged for the same nominal amount of Registered Notes at the request in writing of the relevant Noteholder and upon surrender of each Exchangeable Bearer Note to be exchanged, together with all unmatured Receipts, Coupons and Talons relating to it, at the specified office of any Transfer Agent; provided, however, that where an Exchangeable Bearer Note is surrendered for exchange after the Record Date (as defined in Condition 7(b)) for any payment of interest, the Coupon in respect of that payment of interest need not be surrendered with it. Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination. Bearer Notes that are not Exchangeable Bearer Notes may not be exchanged for Registered Notes.

(b) Transfer of Registered Notes

One or more Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning transfers of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Trustee. A copy of the current regulations will be made available by the Registrar to any Noteholder upon request.

(c) Exercise of Options or Partial Redemption in Respect of Registered Notes

In the case of an exercise of an Issuer's or Noteholders' option in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(d) Delivery of New Certificates

Each new Certificate to be issued pursuant to Conditions 2(a), (b) or (c) shall be available for delivery within five business days of receipt of the request for exchange, form of transfer or Exercise Notice (as defined in Condition 6(e)) and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such request for exchange, form of transfer, Exercise Notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant request for exchange, form of transfer, Exercise Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Transfer Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), "business day" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).

(e) Exchange Free of Charge

Exchange and transfer of Notes and Certificates on registration, transfer, exercise of an option or partial redemption shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).

(f) Closed Periods

No Noteholder may require the transfer of a Registered Note to be registered or an Exchangeable Bearer Note to be exchanged for one or more Registered Note(s) (i) during the period of 15 days ending on the due date for redemption of, or payment of any Instalment Amount in respect of, that Note, (ii) during the period of 15 days prior to any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 6(d), (iii) after any such Note has been called for redemption or (iv) during the period of seven days ending on (and including) any Record Date. An Exchangeable Bearer Note called for redemption may, however, be exchanged for one or more Registered Note(s) in respect of which the Certificate is simultaneously surrendered not later than the relevant Record Date.

3. Status

The Notes, the Receipts and the Coupons are direct, unconditional and (subject to the provisions of Condition 4) unsecured obligations of the Issuer and (subject to the provisions of Condition 4) rank and will at all times rank *pari passu*, without any preference among themselves, with all other outstanding unsecured and unsubordinated obligations of the Issuer, present and future, but, in the event of insolvency, only to the extent permitted by applicable laws relating to creditors' rights.

4. Negative Pledge

So long as any of the Notes, Receipts or Coupons remains outstanding (as defined in the Trust Deed), neither the Issuer nor any Subsidiary (as defined in the Trust Deed) shall create or permit to be outstanding any pledge, lien, mortgage, charge or other security interest upon the whole or any part of their respective undertakings, assets or revenues present or future, to secure any (i) existing or future Securities of the Issuer (or to secure any guarantee or indemnity in respect thereof) or (ii) guarantee or indemnity given by the Issuer in respect of any existing or future Securities of a third party, without in any such case at the same time according to the Notes, the Receipts and the Coupons either the same security as is granted to or is outstanding in respect of such Securities (or such guarantee or indemnity in respect thereof) or such other security as the Trustee shall in its sole discretion deem not materially less beneficial to the interests of the Noteholders or as shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders.

As used in this Condition, "Securities" means any loan or other indebtedness in the form of, or represented or evidenced by, bonds, debentures, notes or other securities which are or are to be quoted, listed, ordinarily dealt in or traded on any stock exchange, or over-the-counter or other securities market.

5. Interest and Other Calculations

(a) Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(h).

(b) Interest on Floating Rate Notes and Index Linked Interest Notes

(i) *Interest Payment Dates:* Each Floating Rate Note and Index Linked Interest Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(h). Such Interest Payment Date(s) is/are either shown hereon as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown hereon, Interest Payment Date shall mean each date which falls the number of months or other period shown hereon as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

(ii) *Business Day Convention:* If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(iii) *Rate of Interest for Floating Rate Notes:* The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified hereon and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified hereon.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this sub-paragraph (A), "ISDA Rate" for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(x) the Floating Rate Option is as specified hereon

(y) the Designated Maturity is a period specified hereon and

(z) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified hereon.

For the purposes of this sub-paragraph (A), "Floating Rate", "Calculation Agent", "Floating Rate Option", "Designated Maturity", "Reset Date" and "Swap Transaction" have the meanings given to those terms in the ISDA Definitions.

(B) Screen Rate Determination for Floating Rate Notes

(x) Where Screen Rate Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be either:

(1) the offered quotation; or

(2) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at either 11.00 a.m. (London time in the case of LIBOR or Brussels time in the case of EURIBOR) on the Interest Determination Date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Final Terms as being other than LIBOR or EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided in the applicable Final Terms.

(y) If the Relevant Screen Page is not available or if, sub-paragraph (x)(1) applies and no such offered quotation appears on the Relevant Screen Page or if sub-paragraph (x)(2) above applies and fewer than three such offered quotations appear on the Relevant Screen Page in each case as at the time specified above, subject as provided below, the Calculation Agent shall request, if the Reference Rate is LIBOR, the principal London office of each of the Reference Banks or, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks, to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time), or if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent.

(z) If paragraph (y) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Trustee and the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

(c) Zero Coupon Notes: Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 6(b)(i)).

(d) Dual Currency Notes: In the case of Dual Currency Notes, if the rate or amount of interest falls to be determined by reference to a Rate of Exchange or a method of calculating Rate of Exchange, the rate or amount of interest payable shall be determined in the manner specified hereon.

(e) Partly Paid Notes: In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified hereon.

(f) Accrual of Interest: Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (as well after as before judgment) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date (as defined in Condition 8).

(g) Margin, Maximum/Minimum Rate of Interest, Instalment Amounts and Redemption Amounts and Rounding:

(i) If any Margin is specified hereon (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with Condition 5 above by adding (if a positive number) or subtracting the absolute value of (if a negative number) of such Margin, subject always to the next paragraph.

(ii) If any Maximum or Minimum Rate of Interest, Instalment Amount or Redemption Amount is specified hereon, then any Rate of Interest, Instalment Amount or Redemption Amount shall be subject to such maximum or minimum, as the case may be.

(iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that are due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes "unit" means the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means 0.01 euro.

(h) Calculations: The amount of interest payable per Calculation Amount in respect of any Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Calculation Amount specified hereon, and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Accrual Period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.

(i) Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and Instalment Amounts: The Calculation Agent shall, as soon as practicable on each Interest Determination Date, or such other time on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or any Instalment Amount to be notified to the Trustee, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 5(b), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made with the prior written consent of the Trustee by way of

adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 10, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made unless the Trustee otherwise requires. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

(j) Determination or Calculation by Trustee: If the Calculation Agent does not at any time for any reason determine or calculate the Rate of Interest for an Interest Period or any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, the Trustee shall do so (or shall appoint an agent on its behalf to do so) and such determination or calculation shall be deemed to have been made by the Calculation Agent. In doing so, the Trustee shall apply the foregoing provisions of this Condition, with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and, in all other respects it shall do so in such manner as it shall deem fair and reasonable in all the circumstances.

(k) Definitions: In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

"Business Day" means:

(i) in the case of a currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or

(ii) in the case of euro, a day on which the TARGET system is operating (a "TARGET Business Day"); and/or

(iii) in the case of a currency and/or one or more Business Centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres.

"Day Count Fraction" means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period, the "Calculation Period"):

(i) if "Actual/365" or "Actual/Actual-ISDA" is specified hereon, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(ii) if "Actual/365 (Fixed)" is specified hereon, the actual number of days in the Calculation Period divided by 365;

(iii) if "Actual/360" is specified hereon, the actual number of days in the Calculation Period divided by 360;

(iv) if "30/360", "360/360" or "Bond Basis" is specified hereon, the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y_1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M_2" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

"D_1" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

(v) if "30E/360" or "Eurobond Basis" is specified hereon, the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y_1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D_1" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D_2 will be 30;

(vi) if "30E/360 (ISDA)" is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y_1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D_1" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D_2 will be 30; and

(vii) if "Actual/Actual-ICMA" is specified hereon,

(a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and

(b) if the Calculation Period is longer than one Determination Period, the sum of:

(x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and

(y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year

where:

"Determination Period" means the period from and including a Determination Date in any year to but excluding the next Determination Date; and

"Determination Date" means the date specified as such hereon or, if none is so specified, the Interest Payment Date.

"Euro-zone" means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended.

"Interest Accrual Period" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

"Interest Amount" means:

(i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Notes, and unless otherwise specified hereon, shall mean the Fixed Coupon Amount or Broken Amount specified hereon as being payable on the Interest Payment Date ending the Interest Period of which such Interest Accrual Period forms part; and

(ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period.

"Interest Commencement Date" means the Issue Date or such other date as may be specified hereon.

"Interest Determination Date" means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such hereon or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (ii) the day falling two Business Days in London for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor euro or (iii) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro.

"Interest Period" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

"Interest Period Date" means each Interest Payment Date unless otherwise specified hereon.

"ISDA Definitions" means the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., unless otherwise specified hereon.

"Rate of Interest" means the rate of interest payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions hereon.

"Reference Banks" means, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market and, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in each case selected by the Calculation Agent or as specified hereon.

"Reference Rate" means the rate specified as such hereon.

"Relevant Screen Page" means such page, section, caption, column or other part of a particular information service as may be specified hereon.

"Specified Currency" means the currency specified hereon or, if none is specified, the currency in which the Notes are denominated.

"TARGET System" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19th November 2007 or any successor thereto.

(l) Calculation Agent: The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them hereon and for so long as any Note is outstanding (as defined in the Trust Deed). Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if

the Calculation Agent fails duly to establish the Rate of Interest for an Interest Period or Interest Accrual Period or to calculate any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall (with the prior approval of the Trustee) appoint a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

6. Redemption, Purchase and Options

(a) Redemption by Instalments and Final Redemption

(i) Unless previously redeemed, purchased and cancelled as provided in this Condition 6 or the relevant Instalment Date (being one of the dates so specified hereon) is extended pursuant to any Issuer's or Noteholder's option in accordance with Condition 6(d) or (e), each Note that provides for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at the related Instalment Amount specified hereon. The outstanding nominal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the nominal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused on presentation of the related Receipt, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.

(ii) Unless previously redeemed, purchased and cancelled as provided below or its maturity is extended pursuant to any Issuer's or Noteholder's option in accordance with Condition 6(d) or (e), each Note shall be finally redeemed on the Maturity Date specified hereon at its Final Redemption Amount (which, unless otherwise provided hereon, is its nominal amount) or, in the case of a Note falling within paragraph (i) above, its final Instalment Amount.

(b) Early Redemption

(i) Zero Coupon Notes

(A) The Early Redemption Amount payable in respect of any Zero Coupon Note, the Early Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Note pursuant to Condition 6(c) or upon it becoming due and payable as provided in Condition 10 shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified hereon.

(B) Subject to the provisions of sub-paragraph (C) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown hereon, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.

(C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 6(c) or upon it becoming due and payable as provided in Condition 10 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (as well after as before judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Early Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 5(c).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown hereon.

(ii) Other Notes

The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 6(c) or upon it becoming due and payable as provided in Condition 10, shall be the Final Redemption Amount unless otherwise specified hereon.

(c) Redemption for Taxation Reasons

The Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date (if this Note is either a Floating Rate Note or an Index Linked Note) or, at any time (if this Note is neither a Floating Rate Note nor an Index Linked Note), on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable) at their Early Redemption Amount (as described in Condition 6(b) above) (together with interest accrued to the date fixed for redemption), if (i) the Issuer satisfies the Trustee immediately before the giving of such notice that it has or will become obliged to pay additional amounts as described under Condition 8 as a result of any change in, or amendment to, the laws or regulations of the Kingdom of Sweden or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes, and (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Before the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Trustee (aa) a certificate signed by two Authorised Signatories (as defined in the Trust Deed) of the Issuer stating that the obligation referred to in (i) above cannot be avoided by the Issuer taking reasonable measures available to it and (bb) an opinion of independent legal advisers of recognised standing acceptable to the Trustee to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment and the Trustee shall be entitled to accept such certificate or opinion as sufficient evidence of the satisfaction of the condition precedent set out in (ii) above in which event it shall be conclusive and binding on Noteholders and Couponholders.

(d) Redemption at the Option of the Issuer

If Call Option is specified hereon, the Issuer may, on giving not less than 15 nor more than 30 days' irrevocable notice to the Noteholders, redeem all or, if so provided, some of the Notes. Any such redemption of Notes shall be at their Optional Redemption Amount together with interest accrued to the date fixed for redemption. Any such redemption or exercise must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified hereon and no greater than the Maximum Redemption Amount to be redeemed specified hereon.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

In the case of a partial redemption the notice to Noteholders shall also contain the certificate numbers of the Bearer Notes, or in the case of Registered Notes shall specify the nominal amount of Registered Notes drawn and the holder(s) of such Registered Notes, to be redeemed, which shall have been drawn in such place as the Trustee may approve and in such manner as it deems appropriate, subject to compliance with any applicable laws and stock exchange requirements.

(e) Redemption at the Option of Noteholders

If Put Option is specified hereon, the Issuer shall, at the option of the holder of any such Note, upon the holder of such Note giving not less than 15 nor more than 30 days' notice to the Issuer (or such other notice period as may be specified hereon) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount together with interest accrued to the date fixed for redemption.

To exercise such option the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Receipts and Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly completed option exercise notice ("Exercise Notice"), in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) within the notice period. No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

(f) Partly Paid Notes

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition and the provisions specified hereon.

(g) Purchases

The Issuer and any of its Subsidiaries (as defined in the Trust Deed) may at any time purchase Notes (provided that all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price.

(h) Cancellation

Notes purchased by or on behalf of the Issuer or any of its Subsidiaries may be surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Note together with all unmatured Receipts and Coupons and all unexchanged Talons to the Issuing and Paying Agent and in the case of Registered Notes, by surrendering the Certificate representing such Notes to the Registrar and, in each case, if so surrendered shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

7. Payments and Talons

(a) Bearer Notes

Payments of principal and interest in respect of Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relative Note), Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 7(f)(vi)) or Coupons (in the case of interest, save as specified in Condition 7(f)(ii)), as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the currency in which such payment is due drawn on, or, at the option of the holder, by transfer to an account denominated in that currency with, a bank in the principal financial centre for that currency or, in the case of euro, in a city in which banks have access to the TARGET System.

(b) Registered Notes

(i) Payments of principal (which for the purposes of this Condition 7(b) shall include final Instalment Amounts but not other Instalment Amounts) in respect of Registered Notes shall be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in paragraph (ii) below.

(ii) Interest (which for the purpose of this Condition 7(b) shall include all Instalment Amounts other than final Instalment Amounts) on Registered Notes shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the "Record Date"). Payments of interest on each Registered Note shall be made in the currency in which such payments are due by cheque drawn on a bank in the principal financial centre of the country of the currency concerned and mailed to the holder (or to the first named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date and subject as provided in Condition 7(a), such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a bank in the principal financial centre of the country of that currency.

(c) Payments in the United States

Notwithstanding the foregoing, if any Bearer Notes are denominated in US dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law.

(d) Payments Subject to Fiscal Laws

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of Condition 8. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(e) Appointment of Agents

The Issuing and Paying Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent initially appointed by the Issuer and their respective specified offices are listed below. The Issuing and Paying Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer reserves the right at any time with the prior written approval of the Trustee to vary or terminate the appointment of the Issuing and Paying Agent, any other Paying Agent, the Registrar, any Transfer Agent or the Calculation Agent and to appoint additional or other Paying Agents or Transfer Agents, provided that the Issuer shall at all times maintain (i) an Issuing and Paying Agent, (ii) a Registrar in relation to Registered Notes, (iii) a Transfer Agent in relation to Registered Notes, (iv) one or more Calculation Agent(s) where the Conditions so require, (v) Paying Agents having specified offices in at least two major European financial centres (including, so long as the Notes are admitted to the Official List of the Financial Services Authority in its capacity as competent authority under the Financial Services and Markets Act 2000 and admitted to trading on the London Stock Exchange's EEA Regulated Market, London), (vi) (to the extent not already satisfied by the requirements of (i) and (v) above) a Paying Agent with a specified office in a European Union member state that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council Meeting of 26-27th November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive and (vii) such other agents as may be required by any other stock exchange on which the Notes may be listed, in each case, as approved in writing in advance by the Trustee.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Notes denominated in US dollars in the circumstances described in Condition 7(c).

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders.

(f) Unmatured Coupons and Receipts and Unexchanged Talons

(i) Upon the due date for redemption of Bearer Notes which comprise Fixed Rate Notes (other than Dual Currency Notes or Index Linked Notes) such Notes should be surrendered for payment together with all unmatured Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 9).

(ii) Upon the due date for redemption of any Bearer Note, comprising a Floating Rate Note, Dual Currency Note or Index Linked Note, unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.

(iii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

(iv) Upon the due date for redemption of any Bearer Note that is redeemable in instalments, all Receipts relating to such Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.

(v) Where any Bearer Note that provides that the relative unmatured Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons and any unexchanged Talon relating to it, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

(vi) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Certificate representing it, as the case may be. Interest accrued on a Note that only bears

interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Certificate representing it, as the case may be.

(g) Talons

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Issuing and Paying Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 9).

(h) Non-Business Days

If any date for payment in respect of any Note, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, "business day" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as "Financial Centres" hereon and:

(i) (in the case of a payment in a currency other than euro) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or

(ii) (in the case of a payment in euro) which is a TARGET Business Day.

(i) Redenomination

Notes denominated in a currency that may be converted into euro may be subject to redenomination, renominalisation and/or consolidation with other Notes then denominated in euro, as specified hereon.

8. Taxation

All payments in respect of the Notes, Receipts or Coupons by or on behalf of the Issuer shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("Taxes") imposed or levied by or on behalf of the Kingdom of Sweden or any political sub-division of, or any authority in, or of, the Kingdom of Sweden having power to tax, unless the withholding or deduction of the Taxes is required by law. In that event, the Issuer will pay such additional amounts as may be necessary in order that the net amounts received by the Noteholders and Couponholders after the withholding or deduction shall equal the respective amounts which would have been receivable in respect of the Notes or, as the case may be, Receipts or Coupons in the absence of the withholding or deduction; except that no additional amounts shall be payable in relation to any payment in respect of any Note, Receipt or Coupon:

(a) in the Kingdom of Sweden; or

(b) to, or to a third party on behalf of, a holder who is liable to such Taxes in respect of the Note, Receipt or Coupon by reason of his having some connection with the Kingdom of Sweden other than the mere holding of the Note, Receipt or Coupon; or

(c) to, or to a third party on behalf of, a holder who would not be liable or subject to the withholding or deduction by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority; or

(d) presented (or in respect of which the Certificate representing it is presented) for payment more than 30 days after the Relevant Date except to the extent that the holder would have been entitled to additional amounts on presenting the same for payment on the last day of the period of 30 days; or

(e) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusion of the ECOFIN Council Meeting of 26-27th November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or

(f) presented (or, in the case of a Registered Note, where the Certificate representing it is presented) for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note (or, in the case of a Registered Note, the Certificate representing it), Receipt or Coupon to another Paying Agent in a Member State of the European Union.

As used in these Conditions, "Relevant Date" in respect of any Note, Receipt or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note (or relative Certificate), Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation. References in these Conditions to (i) "principal" shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 or any amendment or supplement to it, (ii) "interest" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 5 or any amendment or supplement to it and (iii) "principal" and/or "interest" shall be deemed to include any additional amounts that may be payable under this Condition or any undertaking given in addition to or in substitution for it under the Trust Deed.

9. Prescription

Claims against the Issuer for payment in respect of the Notes, Receipts and Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of them.

10. Events of Default

The Trustee at its discretion may, and if so requested in writing by the holders of at least one-fifth in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution of the Noteholders shall (subject in each case to being indemnified to its satisfaction), give notice to the Issuer that the Notes are, and they shall accordingly forthwith become, immediately due and repayable at their principal amount, together with accrued interest as provided in the Trust Deed, in any of the following events ("Events of Default"):

(a) if default is made in the payment of any principal or interest due in respect of the Notes or any of them and the default continues for a period of 14 days; or

(b) if the Issuer fails to perform or observe any of its obligations under these Conditions or the Trust Deed and (except in any case where the Trustee considers the failure to be incapable of remedy when no continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 30 days (or such longer period as the Trustee may permit) next following the service by the Trustee on the Issuer of notice requiring the same to be remedied; or

(c) if any other indebtedness for borrowed money (as defined in the Trust Deed) of the Issuer becomes due and repayable prematurely by reason of an event of default (however described) and any steps are taken to obtain repayment or the Issuer fails to make any payment in respect of any other indebtedness for borrowed money on the due date for payment as extended by any originally applicable grace period or any security given by the Issuer for any indebtedness for borrowed money of the Issuer becomes enforceable and is enforced or if default is made by the Issuer in making any payment due under any guarantee and/or indemnity given by it in relation to any other indebtedness for borrowed money of any other person and any steps are taken to obtain repayment thereof, provided that no event shall constitute an Event of Default unless the indebtedness for borrowed money or other relative liability either alone or when aggregated with other indebtedness for borrowed money and/or other liabilities relative to all (if any) other events which shall have occurred and be at the relevant time outstanding and in respect of which the relevant default or failure shall not have been remedied shall amount to at least US$50,000,000 (or its equivalent in any other currency); or

(d) if any order is made by any competent court or resolution passed for the winding up or dissolution of the Issuer save for the purposes of a reorganisation on terms approved in writing by the Trustee; or

(e) if the Issuer ceases or threatens to cease to carry on the whole or a substantial part of its business, save for the purposes of a reorganisation on terms approved in writing by the Trustee, or the Issuer stops or threatens to stop payment of, or is unable to or admits inability to pay, its debts generally (or any material class of its debts) as they fall due, or is deemed unable to pay its debts pursuant to any applicable law, or is adjudicated or found bankrupt or insolvent; or

(f) if (a) proceedings are initiated against the Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws, or an application is made for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed in relation to the Issuer or, as the case may be, in relation to the whole or a part of its undertaking or assets, or an encumbrancer takes possession of the whole or a part of its undertaking or assets, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or a part of its undertaking or assets, and (b) in any case (other than the appointment of an administrator) is not discharged within 45 days; or if the Issuer initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally or any class of its creditors; or

(g) if any event occurs that under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in paragraphs (d), (e) and (f) above,

provided that, in the case of any Event of Default other than those described in paragraphs (a) and (c), the Trustee shall have certified to the Issuer that the Event of Default is, in its opinion, materially prejudicial to the interests of the Noteholders.

11. Meeting of Noteholders, Modification, Waiver and Substitution

(a) Meeting of Noteholders

The Trust Deed contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions or any provisions of the Trust Deed. Such a meeting may be convened by Noteholders holding not less than 10% in nominal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting two or more persons being or representing Noteholders whatever the nominal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to amend the dates of maturity or redemption of the Notes, any Instalment Date or any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the nominal amount of, or any Instalment Amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes, (iv) if a Minimum and/or a Maximum Rate of Interest, Instalment Amount or Redemption Amount is shown hereon, to reduce any such Minimum and/or Maximum, (v) to vary any method of, or basis for, calculating the Final Redemption Amount, the Early Redemption Amount or the Optional Redemption Amount, including the method of calculating the Amortised Face Amount, (vi) to vary the currency or currencies of payment or denomination of the Notes, or (vii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution, in which case the necessary quorum shall be two or more persons holding or representing not less than two-thirds, or at any adjourned meeting not less than one-third, in nominal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

These Conditions may be amended, modified, or varied in relation to any Series of Notes by the terms of the relevant Final Terms in relation to such Series.

(b) Modification of the Trust Deed

The Trustee may agree, without the consent of the Noteholders or Couponholders, to (i) any modification of any of the provisions of the Trust Deed that is of a formal, minor or technical nature or is made to correct a manifest error, and (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, or any of the provisions of the Trust Deed that is in the opinion of the Trustee not materially prejudicial to the interests of the Noteholders. Any such modification, authorisation or waiver shall be binding on the Noteholders and the Couponholders and, if the Trustee so requires, such modification shall be notified to the Noteholders and the Couponholders as soon as practicable.

(c) Substitution

The Trust Deed contains provisions permitting the Trustee to agree, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require, but without the consent of the Noteholders or the Couponholders, to the substitution of any Subsidiary (as defined in the Trust Deed) of the Issuer in place of the Issuer, or of any previous substituted company, as principal debtor under the Trust Deed and the Notes provided that the Issuer unconditionally and irrevocably guarantees all amounts payable under the Trust Deed and the Notes. In the case of such a substitution the Trustee may agree, without the consent of the Noteholders or the Couponholders, to a change of the law governing the Notes, the Receipts, the Coupons, the Talons and/or the Trust Deed provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders.

(d) Entitlement of the Trustee

In connection with the exercise of its functions (including but not limited to those referred to in this Condition) the Trustee shall have regard to the interests of the Noteholders as a class and shall not have regard to the consequences of such exercise for individual Noteholders or Couponholders and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders.

12. Replacement of Notes, Certificates, Receipts, Coupon and Talons

If a Note, Certificate, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Issuing and Paying Agent (in the case of Bearer Notes, Receipts, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Certificate, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Certificates, Receipts, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Notes, Certificates, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

13. Further Issues

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further securities either 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) and so that such further issue shall be consolidated and form a single series with the outstanding securities of any series (including the Notes) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Notes include (unless the context requires otherwise) any other securities issued pursuant to this Condition and forming a single series with the Notes. Any further securities forming a single series with the outstanding securities of any series (including the Notes) constituted by the Trust Deed or any deed supplemental to it, and any other securities (with the consent of the Trustee), shall be constituted by the Trust Deed. The Trust Deed contains provisions for convening a single meeting of the Noteholders and the holders of securities or other series where the Trustee so decides.

14. Enforcement

At any time after the Notes become due and payable, the Trustee may, at its discretion and without further notice, institute such proceedings against the Issuer as it may think fit to enforce the terms of the Trust Deed and the Notes, but it need not take any such proceedings unless (a) it shall have been so directed by an Extraordinary Resolution or so requested in writing by Noteholders holding at least one-fifth in nominal amount of the Notes outstanding, and (b) it shall have been indemnified to its satisfaction. No Noteholder, Receiptholder or Couponholder may proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.

15. Indemnification of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility. The Trustee is entitled to enter into business transactions with the Issuer and any entity related to the Issuer without accounting for any profit.

16. Notices

Notices to the holders of Registered Notes shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing. Notices to the holders of Bearer Notes shall be valid if published in a daily newspaper of general circulation in London (which is expected to be the *Financial Times*). If in the opinion of the Trustee any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made, as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Notes in accordance with this Condition.

17. Currency Indemnity

Any amount received or recovered or falling to be due in a currency other than the currency in which payment under the relevant Note, Coupon or Receipt is due (under any applicable law and whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Issuer or otherwise) by the Trustee or any Noteholder or Couponholder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in the currency of payment under the relevant Note, Coupon or Receipt that the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If the amount received or recovered is less than the amount expressed to be due to the recipient under any Note, Coupon or Receipt, the Issuer shall indemnify it against any loss sustained by it as a result. In any event, the Issuer shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition, it shall be sufficient for the Noteholder or Couponholder, as the case may be, to demonstrate that it would have suffered a loss had an actual purchase been made. These indemnities constitute a separate and independent obligation from the Issuer's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Noteholder or Couponholder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note, Coupon or Receipt or any other judgment or order.

18. Contracts (Rights of Third Parties) Act 1999

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

19. Governing Law and Jurisdiction

(a) Governing Law

The Trust Deed, the Notes, the Receipts, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law.

(b) Jurisdiction

The Courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with any Notes, Receipts, Coupons or Talons and accordingly any legal action or proceedings arising out of or in connection with any Notes, Receipts, Coupons or Talons may be brought in such courts. The Issuer has in the Trust Deed irrevocably submitted to the jurisdiction of such courts.

(c) Service of Process

The Issuer has irrevocably appointed the Swedish Trade Council, Winchester House, 259 — 269 Old Marylebone Road, London NW1 5RA to receive, for it and on its behalf, service of process in any proceedings in England.

Summary of Provisions relating to the Notes while in Global Form

Initial Issue of Notes

If the Global Notes are stated in the applicable Final Terms to be issued in NGN form, they will be delivered on or prior to the original issue date of the Tranche to a Common Safekeeper. Depositing the Global Notes with the Common Safekeeper does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue, or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

Global Notes which are issued in CGN form and Certificates may be delivered on or prior to the original issue date of the Tranche to a Common Depositary.

If the Global Note is a CGN, upon the initial deposit of a Global Note with a common depositary for Euroclear and Clearstream, Luxembourg (the "Common Depositary") or registration of Registered Notes in the name of any nominee for Euroclear and Clearstream, Luxembourg or any other clearing systems and delivery of the relative Global Certificate to the Common Depositary, Euroclear or Clearstream, Luxembourg or any other clearing systems will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid. If the Global Note is a NGN, the nominal amount of the Notes shall be the aggregate amount from time to time entered in the records of Euroclear or Clearstream, Luxembourg or such alternative clearing system authorised to hold such notes as eligible collateral for Eurosystem monetary policy and intra-day credit operations. The records of such clearing system shall be conclusive evidence of the nominal amount of Notes represented by the Global Note and a statement issued by such clearing system at any time shall be conclusive evidence of the records of the relevant clearing system at that time.

Notes that are initially deposited with the Common Depositary may (if indicated in the relevant Final Terms) also be credited to the accounts of other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or any other clearing system as the holder of a Note represented by a Global Note or a Global Certificate must look solely to Euroclear, Clearstream, Luxembourg or such clearing system (as the case may be) for his share of each payment made by the Issuer to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, and in relation to all other rights arising under the Global Notes or Global Certificates, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg or such clearing system (as the case may be). Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note or Global Certificate and such obligations of the Issuer will be discharged by payment to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, in respect of each amount so paid.

Exchange

1. Temporary Global Notes

Each Temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date:

(i) if the relevant Final Terms indicate that such Global Note is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (as to which, see "Overview of the Programme — Selling Restrictions"), in whole, but not in part, for the Definitive Notes defined and described below; and

(ii) otherwise, in whole or in part upon certification as to non-US beneficial ownership in the form set out in the Agency Agreement for interests in a Permanent Global Note or, if so provided in the relevant Final Terms, for Definitive Notes.

Each Temporary Global Note which is also an Exchangeable Bearer Note will be exchangeable for Registered Notes in accordance with the Conditions in addition to any Permanent Global Note or Definitive Notes for which it may be exchangeable and, before its Exchange Date, will also be exchangeable in whole or in part for Registered Notes only.

2. Permanent Global Notes

Each Permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under paragraph 4, in part for Definitive Notes or, in the case of paragraph 4 below, Registered Notes:

(i) if the Permanent Global Note is an Exchangeable Bearer Note, by the holder giving notice to the Issuing and Paying Agent of its election to exchange the whole or a part of such Global Note for Registered Notes; and

(ii) if the Permanent Global Note is held on behalf of Euroclear or Clearstream, Luxembourg or any other clearing system (an "Alternative Clearing System"), and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so; or

(iii) if principal in respect of any Notes is not paid when due by the holder giving notice to the Issuing and Paying Agent of its election for such exchange.

In the event that a Global Note is exchanged for Definitive Notes, such Definitive Notes shall be issued in Specified Denomination(s) only. A Noteholder who holds a principal amount of less than the minimum Specified Denomination will not receive a definitive Note in respect of such holding and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

3. Permanent Global Certificates

If the Final Terms states that the Notes are to be represented by a Permanent Global Certificate on issue, transfers of the holding of Notes represented by any Global Certificate pursuant to Condition 2(b) may only be made in part:

(i) if the Notes represented by the Global Certificate are held on behalf of Euroclear or Clearstream, Luxembourg or an Alternative Clearing System and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; or

(ii) if principal in respect of any Notes is not paid when due; or

(iii) with the consent of the Issuer;

provided that, in the case of the first transfer of part of a holding pursuant to (i) or (ii) above, the Registered Holder has given the Registrar not less than 30 days' notice at its specified office of the Registered Holder's intention to effect such transfer.

4. Partial Exchange of Permanent Global Notes

For so long as a Permanent Global Note is held on behalf of a clearing system and that clearing system so permits, such Permanent Global Note will be exchangeable in part on one or more occasions (1) for Registered Notes if the Permanent Global Note is an Exchangeable Bearer Note and the part submitted for exchange is to be exchanged for Registered Notes, or (2) for Definitive Notes (i) if principal in respect of any Notes is not paid when due or (ii) if so provided in, and in accordance with, the Conditions (which will be set out in the relevant Final Terms) relating to Partly-paid Notes.

5. Delivery of Notes

If the Global Note is a CGN, on or after any due date for exchange, the holder of a Global Note may surrender such Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Issuing and Paying Agent. In exchange for any Global Note, or the part thereof to be exchanged, the Issuer will (i) in the case of a Temporary Global Note exchangeable for a Permanent Global Note, deliver, or procure the delivery of, a Permanent Global Note in an aggregate principal

amount equal to that of the whole or that part of a Temporary Global Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a Permanent Global Note to reflect such exchange or (ii) in the case of a Global Note exchangeable for Definitive Notes or Registered Notes, deliver, or procure the delivery of, an equal aggregate principal amount of duly executed and authenticated Definitive Notes and/or Certificates, as the case may be or if the Global Note is a NGN, the Issuer will procure that details of such exchange be entered *pro rata* in the records of the relevant clearing system. In this Prospectus, "Definitive Notes" means, in relation to any Global Note, the definitive Bearer Notes for which such Global Note may be exchanged (if appropriate, having attached to them all Coupons and Receipts in respect of interest or Instalment Amounts that have not already been paid on the Global Note and (if applicable) a Talon), Definitive Notes will be security printed and Certificates will be printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the Trust Deed. On exchange in full of each Permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

6. Exchange Date

"Exchange Date" means, in relation to a Temporary Global Note, the day falling after the expiry of 40 days after its issue date and, in relation to a Permanent Global Note, a day falling not less than 60 days, or in the case of an exchange for Registered Notes five days, or in the case of failure to pay principal in respect of any Notes when due 30 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Issuing and Paying Agent is located and in the city in which the relevant clearing system is located.

Amendment to Conditions

The Temporary Global Notes, Permanent Global Notes and Global Certificates contain provisions that apply to the Notes that they represent, some of which modify the effect of the terms and conditions of the Notes set out in this Prospectus. The following is a summary of certain of those provisions:

1. Payments

No payment falling due after the Exchange Date will be made on any Global Note unless exchange for an interest in a Permanent Global Note or for Definitive Notes or Registered Notes is improperly withheld or refused. Payments on any Temporary Global Note issued in compliance with the D Rules before the Exchange Date will only be made against presentation of certification as to non-US beneficial ownership in the form set out in the Agency Agreement. All payments in respect of CGNs represented by a Global Note will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Issuing and Paying Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. If the Global Note is a CGN, a record of each payment so made will be endorsed on each Global Note, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Notes. Condition 7(e)(vi) and Condition 8(f) will apply to the Definitive Notes only. If the Global Note is a NGN, the Issuer shall procure that details of each such payment shall be entered *pro rata* in the records of the relevant clearing system and in the case of payments of principal, the nominal amount of the Notes recorded in the records of the relevant clearing system and represented by the Global Note will be reduced accordingly. Payments under the NGN will be made to its holder. Each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries in the records of the relevant clearing system shall not affect such discharge.

For the purpose of any payments made in respect of a Global Note, the relevant place of presentation shall be disregarded in the definition of "business day" set out in Condition 7(h) (*Non-Business Days*).

All payments in respect of Notes represented by a Global Certificate will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the Clearing System Business Day immediately prior to the date for payment, where Clearing System Business Day means Monday to Friday inclusive except 25 December and 1 January.

2. Prescription

Claims against the Issuer in respect of Notes that are represented by a Global Note will become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 8).

3. Meetings

For the purposes of any quorum requirements of a meeting of Noteholders and, at any such meeting, the holder of a Global Note shall be treated as having one vote in respect of each integral currency unit of the Specified Currency of the Notes. (All holders of Registered Notes are entitled to one vote in respect of each Note comprising such Noteholder's holding, whether or not represented by a Global Certificate.)

4. Cancellation

Cancellation of any Note represented by a Permanent Global Note that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the principal amount of the relevant Permanent Global Note.

5. Purchase

Notes represented by a Permanent Global Note may only be purchased by the Issuer or any of its subsidiaries if they are purchased together with the rights to receive all future payments of interest and Instalment Amounts (if any) thereon.

6. Issuer's Option

Any option of the Issuer provided for in the Conditions of any Notes while such Notes are represented to a Permanent Global Note shall be exercised by the Issuer giving notice to the Noteholders within the time limits set out in and containing the information required by the conditions, except that the notice shall not be required to contain the serial numbers of Notes drawn in the case of a partial exercise of an option and accordingly no drawing of Notes shall be required. If any option of the Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with a clearing system in respect of the Notes will be governed by the standard procedures of Euroclear, Clearstream, Luxembourg or any other clearing system, as the case may be (to be reflected in the records of Euroclear, Clearstream, Luxembourg or any other clearing system as either a pool factor or a reduction in nominal amount, at their discretion).

7. Noteholders' Options

Any option of the Noteholders provided for in the Conditions of any Notes while such Notes are represented by a Permanent Global Note may be exercised by the holder of the Permanent Global Note giving notice to the Issuing and Paying Agent within the time limits relating to the deposit of Notes with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain the serial numbers of the Notes in respect of which the option has been exercised and at the same time, where the Permanent Global Note is a CGN, presenting the Permanent Global Note to the Issuing and Paying Agent, or to a Paying Agent acting on behalf of the Issuing and Paying Agent, for notation. Where the Global Note is a NGN, the Issuer shall procure that details of such exercise shall be entered *pro rata* in the records of the relevant clearing system and the nominal amount of the Notes recorded in those records will be reduced accordingly.

8. NGN nominal amount

Where the Global Note is a NGN, the Issuer shall procure that any exchange, payment, cancellation, exercise of any option or any right under the Notes, as the case may be, in addition to the circumstances set out above shall be entered in the records of the relevant clearing systems and upon any such entry being made, in respect of payments of principal, the nominal amount of the Notes represented by such Global Note shall be adjusted accordingly.

9. Trustee's Powers

In considering the interests of Noteholders while any Global Note is held on behalf of, or Registered Notes are registered in the name of any nominee for, a clearing system, the Trustee may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its accountholders with entitlements to such Global Note or Registered Notes and may consider such interests as if such accountholders were the holders of the Notes represented by such Global Note or Global Certificate.

10. Notices

So long as any Notes are represented by a Global Note and such Global Note is held on behalf of a clearing system, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Note.

11. Partly-paid Notes

The provisions relating to Partly-paid Notes are not set out in this Prospectus, but will be contained in the relevant Final Terms and thereby in the Global Notes. While any instalments of the subscription moneys due from the holder of Partly-paid Notes are overdue, no interest in a Global Note representing such Notes may be exchanged for an interest in a Permanent Global Note or for Definitive Notes (as the case may be). If any Noteholder fails to pay any instalment due on any Partly-paid Notes within the time specified, the Issuer may forfeit such Notes and shall have no further obligation to their holder in respect of them.

Use of Proceeds

The net proceeds of each issue of Notes will be used by the Issuer for its general corporate purposes.

Investor

General

Investor AB is a Nordic-based industrial holding company founded in 1916 by the Wallenberg family. Today it has investment activities in Europe, the United States and Asia. Investor's business concept is to generate attractive long-term returns for its shareholders by owning and developing companies with solid potential for value creation. Investor is an active owner and utilizes experience, knowledge and a unique network to develop listed and unlisted companies to make them class leaders.

Investor's key figures

	As at 30 September 2011	As at 31 December 2010	As at 30 September 2010
Assets, SEK m.	158,405	180,858	159,346
Net debt, SEK m.	(14,381)	(11,472)	(7,484)
Net asset value, SEK m.	144,024	169,386	151,862
Net asset value, SEK/share	189	223	200

Development during the period/quarter	1st January 2011 to 30th September 2011	1st January 2010 to 30th September 2010	1st July 2011 to 30th September 2011	1st July 2010 to 30th September 2010
Net income, SEK m.	(21,555)	13,119	(31,635)	4,857
Net income, SEK/share	(28.25)	17.24	(41.57)	6.37

Investment Strategy

Investor's investment strategy is based on investing in companies with potential for value creation and divesting companies that cannot become best in their class in the long term, or which it believes have reached their full potential value. The strategy also involves investing in medium to large-sized companies in Northern Europe and making private equity investments in the United States, Northern Europe and Asia. Investments are currently made in the technology, engineering, healthcare and financial services sectors, where Investor anticipates attractive development.

History

Investor's origins date back to 1856 when Stockholm's Enskilda Bank (the "Bank") was founded. The Bank played an important role in the industrialization of the Kingdom of Sweden by providing capital to entrepreneurs and innovative companies. Through direct investments or by way of loan collateral, the Bank accumulated a significant share portfolio. In 1916, in response to legal changes restricting banks' holdings of equities, the Bank's shareholdings were transferred to a newly founded investment company, Investor. Investor operates under the Swedish Companies Act (2005:551) as amended and is registered by the Bolagsverket (the Swedish Companies Registration Office) in the Kingdom of Sweden with registration number 556013-8298.

Until 1972, Investor was closely associated with the Bank. The industrial companies in which Investor had stakes maintained ties to the Bank by depositing surplus liquidity with and obtaining funding from the Bank. At the end of 1971 the Bank merged with Skandinaviska Banken to form Skandinaviska Enskilda Banken or SE Banken and Investor began the process of becoming independent from the Bank.

In 1982, Peter Wallenberg took over as chairman of Investor following the death of his father, Marcus Wallenberg, and Investor has since evolved into a completely independent company. Since 1982, major structural changes have taken place within the Company's portfolio of core investments which have been concentrated since this time on a smaller number of companies in which Investor plays an active ownership role.

In 1997, Percy Barnevik, chairman and former Chief Executive Officer ("CEO") of ABB AB ("ABB"), took over as chairman of Investor from Peter Wallenberg. At the Annual General Meeting in 1999, Claes Dahlbäck was succeeded by Marcus Wallenberg as Investor's CEO. Prior to this Marcus Wallenberg had been Deputy CEO since 1993.

On 14th February 2002, Percy Barnevik resigned as Chairman and director of the Board of Investor. On the same day, 14th February 2002, the Board elected Claes Dahlbäck, former Vice Chairman of Investor, as the new Chairman of Investor.

During 2003 Investor was involved in the development of more than 100 companies. Investor also participated in ABB's new rights issue and made a minor reallocation among its stakes in core investments. 3 Scandinavia ("3") in which Investor has an interest, began offering mobile broadband services in the Kingdom of Sweden and Denmark.

During 2004 Investor sold part of its holding in AstraZeneca and strengthened its position in Scania. 3 established itself as the leading 3G operator in Scandinavia with 350,000 subscribers.

During 2005 Jacob Wallenberg took office as Chairman of Investor following the 2005 Annual General Meeting. Börje Ekholm became President and CEO on 1st September 2005. All Core Investments had a positive impact, contributing SEK 39 billion to the business area's net income. Investor acquired shares in Electrolux for SEK 909 million and shares were sold in AstraZeneca for SEK 3,489 million, in SEB for 1,926 million, in ABB for SEK 1,713 million and in Scania for SEK 550 million.

During 2006 Investor and EQT's public tender offer for Gambro was completed. Husqvarna was listed and is now classified as a Core Investment. Shares in Electrolux were purchased for SEK 1,821 million and as of 30th June 2006, 3 Scandinavia had 561,000 subscribers.

During 2007 Investor and Morgan Stanley Principal Investments acquired Mölnlycke Health Care. Additional shares in Husqvarna and SEB were purchased for SEK 744 million and SEK 3,301 million respectively. Investor accepted, under certain circumstances, Borse Dubai's bid for OMX. Gambro Healthcare was divested.

During 2008 Investor divested the entire holding in Scania to Volkswagen for a total value of SEK 17.6 billion and the acquisition of Lindorff was completed, whereby SEK 3.5 billion was invested. Cash proceeds totaling SEK 3.4 billion were received after Borse Dubai declared its bid for OMX unconditional. Investor acquired shares in SEB for SEK 723 million, Atlas Copco SEK 379 million and Husqvarna SEK 318 million.

During 2009 Investor participated in rights issues by each of SEB and Husqvarna for sums corresponding to SEK 3.1 billion and SEK 0.5 billion, respectively. Investor acquired 23% of Biovitrum for SEK 595 million. Investor Growth Capital divested shares in Swedish Orphan International to Biovitrum and Investor participated in financing the combined Swedish Orphan Biovitrum. Investor launched a EUR 320 million tender offer to repurchase a public bond maturing in 2012. The bond was refinanced by a EUR 500 million public bond with a maturity of 12 years.

During 2010 Investor increased its ownership in Saab AB through the purchase of shares from BAE Systems. Moreover, 97 percent of healthcare service provider Aleris was acquired for a gross investment of SEK 2.5 billion, and the ownership in Mölnlycke Health Care was increased to 96% for a total investment of approximately EUR 510 million.

During 2011, Investor re-focused its strategy, presenting a new business structure which was divided into Core Investments and Financial Investments. Investor Growth Capital was made an independent entity with a defined capital commitment from Investor. Investor strengthened its position and purchased shares in ABB, Atlas Copco, Electrolux, Husqvarna and Nasdaq OMX for a total of SEK 3.2 billion. The divestment of CaridianBCT was completed. EUR 200 million was raised in debt financing maturing in 2023.

Ownership

Investor is a public company, listed on Stockholmsbörsen. The Wallenberg foundations together comprise its largest shareholder group with 48.0% of the voting rights and 22.3% of the share capital as at 30th September 2011. The Wallenbergs have been closely connected with Investor throughout its history and were instrumental in its establishment. Since Investor's origins in 1916, various members of the Wallenberg family have held senior management positions and been directors of the Company.

Other major shareholders include mutual funds managed by Swedish commercial banks and various Swedish pension funds and insurance companies. Overall, foreign ownership as at 30th September 2011 accounted for 31% of the capital. The following table shows the 15 largest shareholders of the Company as at 30th September 2011.

Investor's fifteen largest shareholders as at 30th September 2011	% of votes	% of capital
The Wallenberg Foundations	48.0	22.3
Alecta	2.5	4.0
The Northern Cross Investments (Harbour International)	0.6	2.7
AMF	1.6	2.4
SEB Foundation	4.9	2.3
Third Avenue Funds	4.3	2.0
Skandia Liv	3.9	1.9
Swedbank Robur Funds	2.1	1.6
Norge's Bank Investment Management	0.3	1.6
AFA Försäkring	0.3	1.4
SEB Investment Management	0.7	1.3
SHB Funds	0.3	1.2
The Third Swedish National Pension Fund	0.9	1.1
The Second Swedish National Pension Fund	0.3	0.9
The Fourth Swedish National Pension Fund	0.3	0.9
Total	71.0	47.6

Source: SIS Ägarservice. Directly registered or registered in the name of nominees. The filing date for foreign owners may vary. Custodian banks are excluded.

Organisational Structure

Investor is headquartered in Stockholm, the Kingdom of Sweden. On 30th September 2011 the Company had approximately 100 employees. The Stockholm office houses Investor's corporate headquarters.

The following table shows the investments of Investor as at 30th September 2011 and 31st December 2010, and certain information about Investor's investments during the period 1st January to 30th September 2011.

Core Investments

Overview of Core Investments

Net Asset Value Overview	Number of shares (30th September 2011)[1]	Ownership (%) (30th September 2011) Capital[2]	Votes[2]	Share of total assets, (%) (30th September 2011)	Value SEK/share, (30th September 2011)	Value, SEK m. (30th September 2011)	Value, SEK m. (31st December 2010)
Core Investments[3]							
Listed							
Atlas Copco	206,895,611	16.8	22.3	16	33	25,251[4]	34,671
ABB	167,830,142	7.3	7.3	12	26	19,929[4]	25,082
SEB	456,089,264	20.8	20.9	11	23	17,044	25,579
AstraZeneca	51,587,810	3.9	3.9	10	21	15,698	15,956
Ericsson	164,078,702	5.0	19.3	7	14	10,567	12,396
Electrolux	47,416,133	15.3	30.0	3	6	4,808	8,054
Saab	32,778,098	30.0	39.5	2	5	4,055	4,032
NASDAQ OMX	18,954,142	10.7	10.7	2	4	3,008	–
Husqvarna	97,052,157	16.8	29.9	2	4	2,711	5,058
Sobi	107,594,165	40.3	40.5	1	2	1,743	3,486
				66	138	104,814	134,314
Subsidiaries							
Mölnlycke Health Care		96	93	8	18	13,552	13,432
Aleris		98	99	2	4	3,425	2,465
Grand Hôtel		100	100	1	2	1,210[5]	1,091
				11	24	18,187	16,988
				77	162	123,001	151,302
Financial Investments							
EQT		n/a	n/a	8	17	13,162	10,858
Investor Growth Capital		100	100	7	13	10,252[6]	8,468
Partner-owned investments							
Gambro Holding		49	49	3	7	5,309	1,740
Lindorff		58	50	3	6	4,190	3,789
3 Scandinavia		40	40	1	1	1,036	720[7]
Other Partner-owned investments[8]		n/a	n/a	0	0	126	128
Other Investments[9]				1	3	1,810	4,459[10]
				23	47	35,885	30,162
Other Assets and Liabilities				0	-1	-481	-606
Total Assets				100	208	158,405	180,858
Net debt					-19	-14,381	-11,472
Net Asset Value					189	144,024	169,386

(1) Holdings, including any shares on loan.
(2) Calculated in accordance with the disclosure regulations of Sweden's Financial Instruments Trading Act (LHF). ABB, AstraZeneca and NASDAQ OMX in accordance with Swiss, British and U.S. regulations.
(3) Valued according to the class of share held by Investor, with the exception of Saab and Electrolux, for which the most actively traded class of share is used.
(4) Includes market value related to derivatives.
(5) The increase in reported value during the first nine months of 2011 is mainly related to a positive revaluation of the real estate property.
(6) Including net cash of SEK 1,427 m.
(7) Due to a change in accounting policy, the reported value has been restated by SEK -561 m. as of December 31, 2010.
(8) Includes holdings in Kunskapsskolan, Novare and Act Group.
(9) Includes among others trading, smaller holdings, acquired debt, and land & real estate.
(10) Includes holdings in NASDAQ OMX which have been transferred to Core Investments during 2011.

Atlas Copco

Atlas Copco is a global industrial group headquartered in Stockholm. The group employs approximately 33,000 people and develops and manufactures industrial tools, compressed air equipment, construction and mining equipment, assembly systems and offers related services and rental. The products are sold and rented under different brands through a worldwide sales and service network reaching 160 countries, half of which are served by wholly or partly owned customer centres.

Investor's holding in Atlas Copco as at 30th September 2011 constituted 16.8% of the share capital carrying 22.3% of the voting rights. The market value of Investor's holding as at 30th September 2011 was SEK 25.3 billion.

ABB

ABB is a leader in power and automation technologies that enable utility and industry customers to improve their performance while lowering environmental impact. The ABB Group of companies operates in around 100 countries and employs about 115,000 people.

Investor's holding in ABB as at 30th September 2011 constituted 7.3% of the share capital carrying 7.3% of the voting rights. The market value of Investor's holding as at 30th September 2011 was SEK 19.9 billion.

SEB

SEB is a Northern European financial group providing banking services primarily to corporations, institutions and private individuals. SEB has over 20,000 employees in 20 countries and has over 630 branch offices of which almost one third are located in the Kingdom of Sweden, another third in Germany and the rest in Estonia, Latvia, Lithuania, Russia and the Ukraine. SEB's customers include around 2,500 large companies and institutions, 400,000 small and medium-sized companies as well as 5 million private individuals.

Investor's holding in SEB as at 30th September 2011 consisted of 20.8% of the share capital carrying 20.9% of the voting rights. The market value of Investor's holding, as at 30th September 2011, was SEK 17.0 billion.

AstraZeneca

AstraZeneca is one of the world's leading pharmaceutical companies focused on research in medicines and pharmaceuticals that is conducted in a global network of research units, mainly in the Kingdom of Sweden, the United States and the United Kingdom. Priority research areas are cancer, cardiovascular, gastrointestinal, neuroscience, oncology, respiratory and inflammation, as well as infection.

Investor's holding in AstraZeneca as at 30th September 2011 constituted 3.9% of the share capital carrying 3.9% of the voting rights. The market value of Investor's holding as at 30th September 2011 was SEK 15.7 billion.

Ericsson

Ericsson is a world-leading supplier of telecommunications equipment focusing primarily on mobile infrastructure. In this field, the company is the market leader in terms of sales and technology. Over 1,000 networks in more than 175 countries utilise Ericsson's network equipment and 40% of all mobile calls are made through their systems.

Investor's holding in Ericsson as at 30th September 2011 constituted 5.0% of the share capital carrying 19.3% of the voting rights. The market value of Investor's holding as at 30th September 2011 was SEK 10.6 billion.

Electrolux

Electrolux is a global leader in home appliances and appliances for professional use, selling more than 40 million products to customers in more than 150 markets every year. The company focuses on innovations that are thoughtfully designed, based on extensive consumer insight, to meet the real needs of consumers and professionals.

Investor's holding in Electrolux as at 30th September 2011, constituted 15.3% of the share capital carrying 30.0% of the voting rights. The market value of Investor's holding as at 30th September 2011 was SEK 4.8 billion.

Saab AB

Saab AB ("Saab") serves the global market with world-leading products, services and solutions ranging from military defence to civil security. Saab has operations and employees on all continents and constantly develops, adopts and improves new technology to meet customers' changing needs. Saab has

13,700 employees. Annual sales are SEK 23 billion (€2.5 billion). Research and development corresponds to about 20% of annual sales.

Investor's holding in Saab as at 30th September 2011 constituted 30.0% of the share capital carrying 39.5% of the voting rights. The market value of Investor's holding as at 30th September 2011 was SEK 4.1 billion.

NASDAQ OMX

NASDAQ OMX is one of the world's largest exchange operators. It offers listings, trading exchange technology and public company services across six continents, with approximately 3,600 listed companies.

Investor's holding in NASDAQ OMX as at 30th September 2011 constituted 10.7% of the share capital carrying 10.7% of the voting rights. The market value of Investor's holding as at 30th September 2011 was SEK 3.0 billion.

Husqvarna

Husqvarna is the global leader in outdoor power products for forestry, park maintenance and lawn and garden care. The company is also one of the leaders in cutting equipment and diamond tools for the construction and stone industries.

In 2009 the Husqvarna Group had sales of SEK 34.0 billion and an average of 16,000 employees. North America and Europe are the major markets, and the Group maintains production and sales facilities in more than 100 countries.

Investor's holding in Husqvarna as at 30th September 2011 constituted 16.8% of the share capital carrying 29.9% of the voting rights. The market value of Investor's holding as at 30th September 2011 was SEK 2.7 billion.

Swedish Orphan Biovitrum

Swedish Orphan Biovitrum is a Swedish based specialty pharmaceutical company with an international market presence. The company is focused on providing and developing orphan and niche specialist pharmaceuticals to patients with high medical needs.

Investor's holding in Swedish Orphan Biovitrum as at 30th September 2011 consisted of 40.3% of the share capital carrying 40.5% of the voting rights. The market value of Investor's holding, as at 30th September 2011, was SEK 1.7 billion.

Subsidiaries

The subsidiaries business area includes wholly owned companies in which Investor has a major strategic influence. Mölnlycke Health Care, Aleris and Grand Hôtel are Investor's three subsidiaries. The combined value of the subsidiaries amounted to SEK 18,187 million as at 30th September 2011.

Mölnlycke Health Care

Mölnlycke Health Care is a world-leading manufacturer and provider of single-use surgical and wound care products and services, primarily for the professional healthcare sector.

Investor's holding in Mölnlycke Health Care as at 30th September 2011 consisted of 96.0% of the share capital carrying 93.0% of the voting rights. The market value of Investor's holding, as at 30th September 2011, was SEK 13.6 billion.

Aleris

Aleris is one of the leading providers of healthcare and care in the Nordic region. Aleris provides services on behalf of municipalities, county councils and insurance companies within four different areas; healthcare, diagnostics, senior care and mental health.

Investor's holding in Aleris as at 30th September 2011 consisted of 98.0% of the share capital carrying 99.0% of the voting rights. The market value of Investor's holding, as at 30th September 2011, was SEK 3.5 billion.

The Grand Group

The Grand Hôtel was built in 1874 by the Frenchman Régis Cadier and has since been a well-known landmark in Stockholm. Today, the Grand Hôtel belongs to an exclusive group of purveyors of goods and services to the Royal Household. Grand Hôtel is included in the InterContinental Hotel Group's international sales and reservations system.

Investor's holding in Grand Hôtel as at 30th September 2011 consisted of 100% of the share capital carrying 100% of the voting rights. The market value of Investor's holding, as at 30th September 2011, was SEK 1.2 billion.

Financial Investments

The Financial Investments business area includes investments in businesses in which Investor has a strategic influence. EQT, Investor Growth Capital, Lindorff and Gambro Holding represent the six largest investments.

Investor Growth Capital is focused on the Technology and Healthcare sectors. Investor Growth Capital is wholly owned by Investor. EQT, investing through funds, takes control positions in medium and large-sized companies that are normally unlisted and that EQT believes to have growth potential in a number of different sectors and EQT's funds have a number of fund investors. EQT focuses on investments in Northern Europe, the United States, Greater China and South Korea.

The combined value of the Financial Investments amounted to SEK 35,885 million as at 30th September 2011.

Net asset value Financial Investments	**As at 30th September 2011**		**As at 31st December 2010**	
	SEK/Share	*SEK m.*	*SEK/Share*	*SEK m.*
EQT[1]	17	13,162	14	10,858
Investor Growth Capital	13	10,252[2]	11	8,468
Partner-owned				
Gambro Holding	7	5,309	2	1,740
Lindorff	6	4,190	5	3,789
3 Scandinavia	1	1,036	1	720[3]
Other Partner-owned[4]	0	126	0	128
Other[5]	3	1,810	6	4,459[6]
Total	47	35,885	39	30,162

(1) Includes the holding in EQT Partners AB.
(2) Of which SEK 1,427 million in net cash.
(3) Due to a change in accounting policy, the reported value has been restated by SEK (561) million as of 31st December 2010.
(4) Includes holdings in Kunskapsskolan, Novare and Act Group.
(5) Includes among others, trading, smaller holdings, acquired debt and land & real estate.
(6) Includes holdings in NASDAQ OMX which have been transferred to Core Investments during 2011, and Active Portfolio Management.

Lindorff

Lindorff is a leading credit management company in the Nordic region with a growing European presence. Lindorff has offices in Denmark, Estonia, Finland, Germany, Latvia, Lithuania, the Netherlands, Norway, Russia, Spain and Sweden. The company has two main divisions: Capital and Collection. Investor holds 58% of the capital and 50% of the votes in Lindorff.

Gambro

Gambro is a global medical technology company and a leader in developing, manufacturing and supplying products, therapies and services for in-centre care and self-care hemodialysis, peritoneal dialysis, renal intensive care and hepatic care. Gambro is jointly owned by Investor (49%) and EQT IV (51%).

3 Scandinavia

3 Scandinavia is a mobile operator providing 3G mobile services in the Kingdom of Sweden and Denmark. 3 is owned by Hutchison Whampoa (60%) and Investor AB (40%). 3 also has a 3G license for

the Norwegian market. On 30th September 2011, 3 Scandinavia had 2,050,000 subscribers in the Kingdom of Sweden and Denmark, a net increase of 184,000 since the beginning of the year. The companies in Sweden and Denmark are continuing to show healthy growth. Demand for 3 Scandinavia's mobile broadband for computers continued to drive growth. 3 Scandinavia's 12-month rolling average revenue per user (ARPU) was at a market-leading level of SEK 316.

In the first nine months of 2011, Investor provided no additional financing to 3 Scandinavia during the third quarter. As of 30th September 2011, Investor has financed 3 Scandinavia for a total of SEK 6,366 million. In addition, Investor has loan guarantees to 3 Scandinavia totaling SEK 4,200 million. These loans are due for refinancing in late 2012.

Investor Growth Capital

Investor Growth Capital is focused on investments in young growth companies in information technology and healthcare in Europe, North America and Asia. Investor Growth Capital is a wholly owned subsidiary of Investor and has offices in Amsterdam, Beijing, New York, Menlo Park and Stockholm. Investor Growth Capital provides venture capital for expansion stage companies.

In the Technology sector, Investor Growth Capital is focused on companies in the following areas: Software, Semiconductors, Mobile Services and Communications. In the healthcare sector, investments are made mainly in Biotechnology, Pharmaceuticals and Medical Devices. Geographically, Investor Growth Capital focuses on Asia, Europe and North America. Investment in target companies occurs usually at the expansion stage of such target with a return objective of greater than 20% annually, generally over a 3 to 7 year period. Investor Growth Capital usually installs one or more board members as its representative on the board of the target company. Divestment of holdings in these companies is usually by way of an Initial Public Offering (an "IPO") or strategic sale.

EQT

EQT is a leading private equity group with operations in Europe and China. Activities focus on buy-outs, growth financing, and special situations. The funds have a unique industrial approach and a strong record of delivering superior returns over time. EQT has raised approximately EUR 13 billion in fund capital since 1994 and invested some EUR 7 billion in more than 70 companies.

EQT's strategic vision is to provide the most successful investment organisation and network of industrialists in those markets in which the funds operate by combining entrepreneurship, industrial thinking and financial discipline. The funds invest in companies in which EQT can act as a catalyst for change and growth and to transform companies into global or regional leaders by making genuine and sustainable improvements.

The approach of the Equity and Expansion Capital Funds is to acquire or finance high-quality, market-leading, medium-sized companies in growth industries with a potential for top-line growth and to contribute to their industrial acceleration. In special situations, the funds focus on applying the industrial acceleration approach to companies that have a sound underlying business and a clear value-creation potential but face problems that require financial support and special expertise to resolve.

All EQT funds are advised by EQT Partners. EQT Partners has more than 200 employees in ten countries, of which approximately 100 are investment professionals with a broad industrial and financial background. EQT Partners has offices in Copenhagen, Frankfurt, Helsinki, Hong Kong, Munich, New York, Oslo, Shanghai, Stockholm, Warsaw and Zurich.

Investor is a major investor in the funds. On 30th September 2010 Investor's investments in EQT had a market value of SEK 13,12 million. Investor's share of capital committed in the funds varies between 6 and 64%. Investor has committed EUR 300 million to the recently launched equity fund EQT VI

Financial information as at 30th September 2011

The net asset value amounted to SEK 144,024 million (SEK 189 per share) on 30th September 2011, compared with SEK 169,386 million (SEK 223 per share) at year-end 2010, corresponding to a change, including dividend paid, of -13% for the nine month period. Total return for the OMX Nordic Exchange Stockholm AB was -20% during the same period.

Due to the volatile and declining stock market, Investor's net asset value (with dividend added back) declined by 18 percent during the third quarter. During the corresponding period, the total return of the Stockholm Stock Exchange (SIXRX) was -20 percent. The reported loss of SEK 31.6 billion during the

third quarter 2011 was driven by a change in value of SEK -31.7 billion, mainly relating to Investor's listed holdings.

The consolidated net result for the nine-month period, including change in value, was SEK -21,555 million (SEK -28.25 per share), compared with SEK13,119 million (SEK 17.24 per share) for the same period in 2010.

Core Investments had an impact of SEK -28,717 million on income for the period (14,060). AstraZeneca had the most positive impact, SEK 635 million, while SEB had the largest negative impact, SEK -7,851 million, during the period.

Financial Investments had an effect of SEK 8,415 million on income for the period (-435).

The total return on Investor shares was -12% in the first nine months of 2011 (6), of which -16 was in the third quarter (8). The annual total return averaged 11% over the past 20-year period.

Recent Performance

In the beginning of 2011, Investor announced structural changes, including increased focus on Core Investments and restructuring of Investor Growth capital, defining it as a stand-alone entity with a defined capital commitment of SEK 1,887 million, from Investor.

Gambro Holding signed an agreement to sell CaridianBCT for USD 2,625 million. The transaction has received all necessary approvals and closed in April, 2011 and generated a positive revaluation of Investor's holding in Gambro Holding of SEK 4.6 billion including the investment in EQT IV.

Investor's subsidiary Aleris acquired two healthcare providers, Proxima and Hamlet, during the second quarter. In total, Investor provided equity financing of approximately SEK 1,020 million.

Earlier during the year, Investor acquired more shares in ABB, Atlas Copco, Electrolux, Husqvarna and NASDAQ OMX within Core Investments.

Investor's net debt position amounted to SEK 14,381 million as of 30th September 2011.

Board of Directors of Investor

Jacob Wallenberg	Chairman since 2005, Vice Chairman since 1999, elected 1998, born 1956	Vice Chairman of Atlas Copco AB, SAS AB and SEB, Skandinaviska Enskilda Banken AB. Director of ABB Ltd, The Coca-Cola Company,The Knut and Alice Wallenberg Foundation and Stockholm School of Economics. Chairman: IBLAC (Mayor of Shanghai's International Business Leaders Advisory Council)
Gunnar Brock	Elected 2009, born 1950	Chairman of Mölnlycke Health Care, Director of Story Enso Oy, Stockholm School of Economics, Total SA, and SOS Childrens Villages Sweden Member of The Royal Swedish Academy of Engineering Sciences (IVA)
Sune Carlsson	Elected 2002, born 1941	Chairman of Atlas Copco AB
Börje Ekholm	Elected 2006, born 1963	Board member of Chalmersinvest AB, EQT Partners AB, Husqvarna AB, KTH KTH Royal Institute of Technology, Scania AB, NASDAQ OMX and Telefonaktiebolaget LM Ericsson
Tom Johnstone	Elected 2010, born 1955	President and CEO of SKF AB, Director of SKF AB and Husqvarna AB
O. Griffith Sexton	Elected 2003, born 1944	Director of Morgan Stanley.

Lena Treschow Torell	Elected 2007, born 1946	Chairman: Euro-CASE (European Council of Applied Sciences and Engineering), MISTRA (The Foundation for Environmental Strategic Research) and The Royal Swedish Academy of Engineering Sciences (IVA). Vice Chairman: The Chalmers University of Technology Foundation and Micronic Laser Systems AB. Director: Dagens Industri AB, Saab AB, AB SKF and AF AB
Grace Reksten Skaugen	Elected 2006, born 1953	Chairman of Entra Eiendom AS and Ferd Holding AS and Norwegian Institute of Directors. Director of StatoilHydro ASA
Hans Stråberg	Elected 2011, born 1957	Chairman: Orchid, CTEK AB, and Roxtec AB Director: N Holding AB, Stora Enso Oyj, The Confederation of Swedish Enterprise and The Association of Swedish Engineering Industries Member: The Royal Swedish Academy of Engineering Sciences (IVA)
Carola Lemne	Elected 2010, born 1958	President and CEO of Praktikertjänst AB, Associate Professor Karolinska Institutet, Director: Getinge AB, Praktikertjänst AB, The Confederation of Swedish Enterprise. Member: Research!Sweden, The Dental and Pharmaceutical Benefits Agency TLV and The Swedish Corporate Governance Board
Peter Wallenberg Jr	Elected 2006, born 1959	Chairman of FAM Foundation Asset Management, The Grand Group, The Royal Swedish Automobile, Club, and Kungsträdgården Park & Eveneman AB Vice Chairman: The Knut and Alice Wallenberg Foundation. Director: Aleris Holding AB, Scania AB, SEB Kort AB and Stockholmsmässan AB

The business address of all of the Directors is the registered office of the Issuer.

Management Group

Börje Ekholm[(1)]	President and Chief Executive Officer since 2005. Employed at Investor since 1992, born 1963
Susanne Ekblom[(1)]	Managing Director, Chief Financial Officer. Employed at Investor since 2011, born 1966
Johan Forssell[(1)]	Managing Director, Head of Core Investments. Employed at Investor since 1995, born 1971
Lennart Johansson[(1)]	Managing Director, Head of Operating Investments. Employed at Investor since 2003, born 1955
Petra Hedengran[(1)]	Head of Corporate Governance and Compliance. Employed at Investor since 2007, born 1964

Note:

(1) Business address:
Investor AB, Arsenalsgatan 8C, 103 32 Stockholm, the Kingdom of Sweden
Telephone +46 8 6142000
Telefax +46 8 6142150

None of the directors of Investor or any of the members of its Management Group have any conflict or potential conflict of interests between their duties to Investor and their private interests or other duties.

Unaudited Consolidated Interim Financial Statements of Investor

The information set out on pages 54 to 59 inclusive has been extracted without material adjustment from the consolidated unaudited accounts of Investor as at or for the nine month periods ended 30th September 2011 and 30th September 2010.

Accounting policies

For the Group, this interim report was prepared in accordance with IAS 34 Interim Financial Reporting and applicable regulations in the Swedish Annual Accounts Act, and for the Parent Company in accordance with Sweden's Annual Accounts Act, chapter 9 Interim report. Unless otherwise specified below, the accounting policies that have been applied for the Group and Parent Company are in agreement with the accounting policies used in the preparation of the company's most recent annual report.

New and changed accounting policies in 2011

The associate 3 Scandinavia has changed the accounting policy for customer acquisition (CAC), and customer retention costs (CRC). According to the policy applied until year-end 2010, these expenses were capitalized and amortized during the term of the contracts. As of 2011, the costs mentioned will be expensed on a current basis and in connection with the transition to the new policy previously balanced expenditures were charged in the income statement. As a consequence, the result relating to existing customers as per January 1, 2011 will increase during a transition period. The effect on the result has not been assessed.

The change of policy, relating to expenses (CAC and CRC), has affected the opening balance equity as of January 1, 2010 by SEK -487 million, the share of results of associates relating to the nine-month period 2010 was affected by SEK -62 million and the equity closing balance as per September 30, 2010 has been adjusted by SEK -541 million as a result of the new policy. The corresponding figures for the full year 2010 were SEK -82 million for the share of results of associates and SEK -561 relating to equity closing balance.

New or revised IFRSs and interpretations from IFRIC have had no effect on the profit/loss, financial position or disclosures for the Group or Parent Company

Consolidated Statement of Cash Flows

	1st January 2011 to 30th September 2011	1st January 2010 to 30th September 2010
	SEK m.	
Operating activities		
Core Investments		
Dividends received	3,998	3,203
Cash receipts	10,202	434
Cash payments	(8,516)	(351)
Financial Investments and management cost		
Dividends received	322	425
Cash receipts/payments, net effect	914	(1,278)
Cash flows from Operating activities before net interest and income tax	6,920	2,433
Interest received/paid	(1,357)	(428)
Income tax paid	(234)	(120)
Cash flows from Operating activities	5,329	1,885
Investing activities		
Acquisitions	(6,854)	(6,710)
Divestments	5,870	3,736
Increase in long-term receivables	(2)	(57)
Decrease in long-term receivables	118	—
Acquisitions of subsidiaries, net effect on cash flow	(957)	(2,773)
Disposals of subsidiaries, net effect on cash flow	8	—
Increase in other financial investments	(4,756)	(550)
Decrease in other financial investments	977	3,509
Net changes, short-term investments	6,140	3,433
Acquisitions of property, plant and equipment	(369)	(97)
Acquisitions of other investments	(1)	108
Net cash used in Investing activities	174	599
Financing activities		
Borrowings	6,863	4,888
Repayment of loans	(1,132)	(1,828)
Repurchase of own shares	—	(263)
Dividends paid	(3,802)	(3,050)
Net cash used in Financing activities	1,929	(253)
Cash flows for the period	7,432	2,231
Cash and cash equivalents at the beginning of the year	2,684	5,804
Exchange difference in cash	(5)	(19)
Cash and cash equivalents at the end of the period	10,111	8,016
Cash and cash equivalents at end of the period	10,111	8,016
Short-term investments	3,283	8,224
Cash, bank and short-term investments	13,394	16,240

Consolidated Income Statement

	(Restated) 1st January 2011 to 30th September 2011	1st January 2010 to 30th September 2010	(Restated) 1st July 2011 to 30th September 2011	1st July 2010 to 30th September 2010
		SEK m.		
Dividends	4,299	3,607	298	917
Other operating income	352	781	117	270
Changes in value	(29,099)	10,926	(31,729)	4,386
Net sales	10,529	977	3,710	789
Cost of goods and services sold	(6,935)	(883)	(2,324)	(702)
Sales and marketing cost	(1,933)	(3)	-591)	(3)
Administrative, research and development and other operating cost	(950)	(32)	(347)	(32)
Management cost[1]	(405)	(501)	(86)	(163)
Restructuring cost	(150)	—	—	—
Share of results of associates	4,060	(557)[2]	(83)	(67)
Profit/loss	**(20,232)**	**14,315**	**(31,035)**	**5,395**
Net financial items	(1,685)	(1,094)	(652)	(430)
Profit before tax	**(21,917)**	**13,221**	**(31,687)**	**4,965**
Income tax	362	(102)	52	(108)
Profit for the period	**(21,555)**	**13,119**	**(31,635)**	**4,857**
Attributable to:				
Owners of the Parent Company	(21,484)	13,125[2]	(31 616)	4 863
Non-controlling interest	(71)	(6)	(19)	(6)
Profit for the period	**(21,555)**	**13 119**	**(31,635)**	**4 857**
Basic earnings per share, SEK	**(28.25)**	**17.24**	**(41.57)**	**6.37**
Diluted earnings per share, SEK	**(28.25)**	**17.22**	**(41.57)**	**6.36**
Basic average number of shares, million	760.5	761.4	760.5	760.5
Diluted average number of shares, million	761.2	762.1	761.2	761.2

(1) Including Cost of long-term share-based remuneration amounting to SEK -20 million (-32).

(2) Restatement attributable to change in accounting policy, for further information see Accounting policies on page [53].

Consolidated Statement of Comprehensive income

	1st January 2011 to 30th September 2011	(Restated) 1st January 2010 to 30th September 2010	1st July 2011 to 30th September 2011	(Restated) 1st July 2010 to 30th September 2010
		SEK m.		
Profit for the period	(21,555)	13,119[1]	(31,635)	4,857
Other comprehensive income for the period, including tax				
Revaluation of non-current assets	138	—	—	—
Change in fair value of cash flow hedges	(223)	133	(205)	(131)
Foreign currency translation adjustment	256	8	27	(5)
Actuarial gains and losses on defined benefit pension plans	9	—	4	—
Share of other comprehensive income of associates	(198)	(283)[1]	39	(259)
Total other comprehensive income for the period	**(18)**	**(142)**	**(135)**	**(395)**
Total comprehensive income for the period	**(21,573)**	**12,977**	**(31,770)**	**4,462**
Attributable to:				
Owners of the Parent Company	**(21,486)**	**12,985**[1]	**(31,691)**	**4,470**
Non-controlling interest	(87)	(8)	(79)	(8)
Total comprehensive income for the period	**(21,573)**	**12,977**	**(31,770)**	**4,462**

(1) Restatement attributable to change in accounting policy, for further information see Accounting policies on page [53].

Consolidated Balance Sheet, in Summary

	30th September 2011	(Restated) 31 st December 2010	(Restated) 30th September 2010
		SEK m.	
Assets			
Goodwill	25,354	23,194	3,731
Other intangible assets	9,974	10,696	613
Property, plant and equipment	3,906	3,553	2,535
Shares and participations	133,366	156,184[1]	142,612
Other financial investments	4,487	665	550
Long-term receivables included in net debt	598	463	560
Other long-term receivables	6,128	5,535	9,747
Total non-current assets	**183,813**	**200,290**	**160,348**
Inventories	1,177	1,465	4
Shares and participations in Active Portfolio Management	461	4,026	4,930
Short-term receivables included in net debt	80	4	2
Other current receivables	3,447	3,003	2,070
Cash, bank and short-term investments	13,394	11,979	16,240
Total current assets	**18,559**	**20,477**	**23,246**
Total assets	**202,372**	**220,767**	**183,594**
Equity and liabilities			
Equity	**144,698**	**170,051[1]**	**152,003**
Long-term interest bearing liabilities	45,932	40,536	26,763
Provisions for pensions and similar obligations	631	602	312
Other long-term provisions and liabilities	3,759	3,808	909
Total non-current liabilities	**50,322**	**44,946**	**27,984**
Short-term interest bearing liabilities	3,269	948	112
Other short-term provisions and liabilities	4,083	4,822	3,495
Total current liabilities	**7,352**	**5,770**	**3,607**
Total equity and liabilities	**202,372**	**220,767**	**183,594**
Net Debt/Net Cash			
Other financial investments	4,487	665	550
Receivables included in net debt	678	463	562
Cash, bank and short-term investments	13,394	11,979	16,240
Long-term interest bearing liabilities	(45,932)	(40,536)	(26,763)
Provisions for pensions and similar obligations	(631)	(602)	(312)
Short-term interest bearing liabilities	(3,269)	(948)	(112)
Adjustment related to subsidiaries[2]	16,892	17,507	2,351
Total net debt/net cash	**(14,381)**	**(11,472)**	**(7,484)**

Consolidated Statement of Changes in Equity, in Summary

	1st January 2011 30th September 2011	(Restated) 1st January 2010 31st December 2010	(Restated) 1st January 2010 30th September 2010
		SEK m.	
Opening balance	**170,051**	**142,673**	**142,673**
Change in accounting policy		(487)[1]	-487
Restated opening balance	**170,051**	**142,186**	**142,186**
Profit for the period	(21,555)	30,611[1]	13,19
Other Comprehensive income for the period	(18)	(101)[1]	(142)
Total comprehensive income for the period	**(21,573)**	**30,510**	**12,977**
Dividends to own shareholders	(3,802)	(3,050)	(3,050)
Changes in controlling interest	9	674	14
Repurchases of own shares	—	(263)	(263)
Effect of long-term share-based remuneration	13	(6)	8
Closing balance	**144,698**	**170,051**	**152,003**
Attributable to:			
Owners of the Parent Company	144,024	169,386[1]	151,862
Non-controlling interest	674	665	141
Total equity	144,698	170,051	152,003

(1) Restatement attributable to change in accounting policy, for further information see Accounting policies on page 54.
(2) Deductions relating to the ringfenced subsidiaries Aleris, Grand Hôtel, Mölnlycke Health Care and IGC.

Taxation

Swedish Taxation

The following summary outlines certain Swedish tax consequences relating to holders of Notes that are not considered to be Swedish residents for Swedish tax purposes, if not otherwise stated. The summary is based on the laws of the Kingdom of Sweden as currently in effect and is intended to provide general information only. The summary does not address the rules regarding reporting obligations for, among others, payers of interest. Investors should consult their professional tax advisors regarding the Swedish tax and other tax consequences (including the applicability and effect of tax treaties for the avoidance of double taxation) of acquiring, owning and disposing of Notes in their particular circumstances.

Holders not resident in the Kingdom of Sweden

Payments of any principal amount or any amount that is considered to be interest for Swedish tax purposes to the holder of Notes should not be subject to Swedish income tax, provided that such a holder is not resident in the Kingdom of Sweden for Swedish tax purposes and provided that such a holder does not have a permanent establishment in the Kingdom of Sweden to which the Notes are effectively connected. However, and somewhat simplified, provided that the value or the return of the Notes is related to securities taxed as shares, private individuals who have been residents of the Kingdom of Sweden or have had a habitual abode in the Kingdom of Sweden at any time during the calendar year of disposal or redemption or the ten calendar years preceding the year of disposal or redemption, are liable for capital gains taxation in the Kingdom of Sweden upon disposal or redemption of such Notes. In a number of cases though, the applicability of this rule is limited by the applicable tax treaty for the avoidance of double taxation.

Swedish withholding tax, or Swedish tax deduction, is not imposed on payments of any principal amount or any amount that is considered to be interest for Swedish tax purposes to a holder, except for certain payments of interest to a private individual (or an estate of a deceased individual) with residence in the Kingdom of Sweden for Swedish tax purposes.

Holders resident in the Kingdom of Sweden

Generally, for Swedish corporations and private individuals (and estates of deceased individuals) with residence in the Kingdom of Sweden for Swedish tax purposes, all capital income (e.g. income that is considered to be interest for Swedish tax purposes and capital gains on Notes) will be taxable. Specific tax consequences, however, may be applicable to certain categories of corporations, e.g. life insurance companies. Further, specific tax consequences may be applicable if, and to the extent, a holder of Notes realises a capital loss on the Note and to any currency exchange gains or losses.

If amounts that are considered to be interest for Swedish tax purposes are paid by a legal entity domiciled in the Kingdom of Sweden, including a Swedish branch, to a private individual (or an estate of a deceased individual) with residence in the Kingdom of Sweden for Swedish tax purposes, Swedish preliminary taxes are normally withheld by the legal entity on such payments. The Swedish Parliament has decided to enact amendments to current Swedish law which mean that Swedish preliminary taxes will normally be withheld also on other return on securities and receivables (but not capital gains), if the return is paid out together with an amount that is considered to be interest for Swedish tax purposes. The new rule will enter into force on 1 January 2012 and be applied to amounts that are paid out by a legal entity domiciled in the Kingdom of Sweden, including a Swedish branch, after the end of year 2011.

EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income, Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident or to certain other persons established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments, subject to a procedure whereby, on meeting certain conditions, the beneficial owner of the interest or similar income may request that no tax be withheld (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures.

The European Commission has published certain proposals to amend the Savings Directive which may, if implemented, amend or broaden the scope of the requirements described above.

Subscription and Sale

Subject to the terms and on the conditions contained in an amended and restated Programme Agreement dated 15 December 2011 (the "Programme Agreement"), between the Issuer, the Permanent Dealers and the Arranger, the Notes will be offered on a continuous basis by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to issue Notes directly on its own behalf to Dealers that are not Permanent Dealers and who agree to be bound by the restrictions below. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Programme Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The Issuer has agreed to reimburse the Arranger for its expenses incurred in connection with the establishment of the Programme and the Dealers for certain of their activities in connection with the Programme. The commissions in respect of an issue of Notes on a syndicated basis will be stated in the relevant Final Terms.

The Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Programme Agreement entitles the Dealers to terminate any agreement that they make to subscribe for Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

United States

The Notes have not been and will not be registered under the Securities Act, and may not be offered or sold within the United States or to, or for the account or benefit of, US persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Notes in bearer form having a maturity of more than one year are subject to US tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by US tax regulations. Terms used in this paragraph have the meanings given to them by the US Internal Revenue Code of 1986, as amended, and regulations thereunder.

Each Dealer has represented, warranted and agreed that, and each further Dealer appointed under the Programme will be required to represent, warrant and agree that, except as permitted by the Programme Agreement, it will not offer, sell or deliver the Notes of any identifiable Tranche, (i) as part of their distribution at any time or (ii) otherwise until 40 days after completion of the distribution of such Tranche as determined, and certified to the Dealer, by the Issuing and Paying Agent, or in the case of Notes issued on a syndicated basis, the Lead Manager, within the United States or to, or for the account or benefit of, US persons, and it will have sent to each Dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, US persons. Unless otherwise defined herein, terms used in this paragraph have the meanings given to them in Regulation S under the Securities Act.

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the United States by any dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

Public Offer Selling Restriction under the Prospectus Directive

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State"), each Dealer has represented, warranted and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus as completed by the final terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

(a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(b) at any time to fewer than 100, or if the Relevant Member State has implemented the relevant provisons of the 2010 PD Amending Directive, 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) as permitted under the Prospective Directive, subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Notes to the public" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in each Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

Kingdom of Sweden

Each Dealer has represented, warranted and agreed that it will not, directly or indirectly, offer for subscription or purchase or issue invitations to subscribe for or buy or sell any Notes or distribute any draft or definite document in relation to any such offer, invitation or sale in the Kingdom of Sweden except in circumstances that will not result in a requirement to prepare a prospectus pursuant to the provisions of the Swedish Financial Instruments Trading Act (*lag (1991:980) om handel med finansiella instrument*).

United Kingdom

Each Dealer has represented, warranted and agreed that:

(i) in relation to any Notes which have a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business, and (b) it has not offered or sold and will not offer or sell any such Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;

(ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of such Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(iii) it has complied with and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "Financial Instruments and Exchange Act"). Accordingly, each Dealer has represented, warranted and agreed that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan or to others for the re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the Financial Instruments and Exchange Act and other relevant laws and regulations of Japan. As used in this paragraph, "resident of Japan" means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

General

These selling restrictions may be modified by the agreement of the Issuer and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in the Final Terms issued in respect of the issue of Notes to which it relates or in a supplement to this Prospectus.

No action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of this Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed that it will, to the best of its knowledge and belief, comply with all applicable securities laws and regulations in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes this Prospectus or any other offering material.

Form of Final Terms

Investor AB (publ)
Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the €5,000,000,000 Debt Issuance Programme

PART A — CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated [current date] [and the supplemental Prospectus dated [●]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the "Prospectus Directive"). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus. The Prospectus [and the supplemental Prospectus] [is] [are] available for viewing at [address] [and] [website] and copies may be obtained from [address].

The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus with an earlier date.

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "Conditions") contained in the Trust Deed dated [original date] and set forth in the Prospectus dated [original date] [and the supplemental Prospectus dated [●]] and incorporated by reference into the Prospectus dated [current date] and which are attached hereto. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the "Prospectus Directive") and must be read in conjunction with the Prospectus dated [current date] [and the supplemental Prospectus dated [●]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus dated [current date] [and the supplemental Prospectuses dated [●] and [●]]. The Prospectuses [and the supplemental Prospectuses] are available for viewing at [address] [and] [website] and copies may be obtained from [address].]

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.]

[When completing final terms or adding any other final terms or information consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]

1.	(i)	Issuer:	Investor AB (publ)
2.	[(i)]	Series Number:	[●]
	[(ii)	Tranche Number:	[●]
	(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible).]		
3.	Specified Currency or Currencies:		[●]
4.	Aggregate Nominal Amount of Notes admitted to trading:		[●]
	[(i)]	Series:	[●]
	[(ii)	Tranche:	[●]]

5.	Issue Price:		[●]% of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]
6.	(i)	Specified Denominations:	[●]
	(ii)	Calculation Amount:	[●]
7.	[(i)]	Issue Date:	[●]
	[(ii)]	Interest Commencement Date:	[●]
8.	Maturity Date:		[*specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year*]
9.	Interest Basis:		[[●] % Fixed Rate] [[*specify reference rate*] +/ [●] % Floating Rate] [Zero Coupon] [Index Linked Interest] [Other (*specify*)] (further particulars specified below)
10.	Redemption/Payment Basis:		[Redemption at par] [Index Linked Redemption] [Dual Currency] [Partly Paid] [Instalment] [Other (*specify*)] [*(N.B. If the Final Redemption Amount is linked to an underlying reference or security the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation No.809/2004 will apply and the Issuer will prepare and publish a supplement to the Prospectus which shall constitute a supplementary prospectus pursuant to Prospectus Rule 3.4 and section 87G of the United Kingdom Financial Services and Markets Act 2000 ("FSMA").)*]
11.	Change of Interest or Redemption/Payment Basis:		[*Specify details of any provision for convertibility of Notes into another interest or redemption/payment basis*]
12.	Put/Call Options:		[Investor Put] [Issuer Call] [(further particulars specified below)]
13.	[(i)]	Status of the Notes:	[Senior]
	[(ii)]	[Date [Board] approval for issuance of Notes obtained:	[●] [and [●], respectively]] *(N.B Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes*)]
14.	Method of distribution:		[Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15.	**Fixed Rate Note Provisions**		[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i)	Rate[(s)] of Interest:	[●]% per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
	(ii)	Interest Payment Date(s):	[●] in each year
	(iii)	Fixed Coupon Amount[(s)]:	[●] per Calculation Amount

	(iv)	Broken Amount(s):	[●] per Calculation Amount payable on the Interest Payment Date falling [in/on] [●] [*Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount[(s)]*]
	(v)	Day Count Fraction:	[30/360 / Actual/Actual (ICMA/ISDA) / other]
	(vi)	Determination Dates:	[●] in each year (*insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA)*)
	(vii)	Other terms relating to the method of calculating interest for Fixed Rate Notes:	[Not Applicable/*give details*]
16.	**Floating Rate Note Provisions**		[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i)	Interest Period(s)	[●]
	(ii)	Specified Interest Payment Dates:	[●]
	(iii)	Interest Period Date:	[●] *(Not applicable unless different from Interest Payment Date)*
	(iv)	Business Day Convention:	[Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/ other *(give details)*]
	(v)	Business Centre(s):	[●]
	(vi)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination/other *(give details)*]
	(vii)	Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not [Agent]):	[●]
	(viii)	Screen Rate Determination:	
		– Reference Rate:	[●]
		– Interest Determination Date(s):	[●]
		– Relevant Screen Page:	[●]
	(ix)	ISDA Determination:	
		– Floating Rate Option:	[●]
		– Designated Maturity:	[●]
		– Reset Date:	[●]
	(x)	Margin(s):	[+/-][●]% per annum
	(xi)	Minimum Rate of Interest:	[●]% per annum
	(xii)	Maximum Rate of Interest:	[●]% per annum
	(xiii)	Day Count Fraction:	[●]

	(xiv)	Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:	[●]
17.	**Zero Coupon Note Provisions**		[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i)	Amortisation Yield:	[●]% per annum
	(ii)	Any other formula/basis of determining amount payable:	[●]
18.	**Index Linked Interest Note/other variable-linked interest Note Provisions**		[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i)	Index/Formula/other variable:	[*give or annex details*]
	(ii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the [Agent]):	[●]
	(iii)	Provisions for determining Coupon where calculated by reference to Index and/ or Formula and/or other variable:	[●]
	(iv)	Interest Determination Date(s):	[●]
	(v)	Provisions for determining Coupon where calculation by reference to Index and/ or Formula and/or other variable is impossible or impracticable or otherwise disrupted:	[*need to include a description of market disruptioZn or settlement disruption events and adjustment provisions*]
	(vi)	Interest Period(s):	[●]
	(vii)	Specified Interest Payment Dates:	[●]
	(viii)	Business Day Convention:	[Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention/other *(give details)*]
	(ix)	Business Centre(s):	[●]
	(x)	Minimum Rate of Interest:	[●]% per annum
	(xi)	Maximum Rate of Interest:	[●]% per annum
	(xii)	Day Count Fraction:	[●]

19.	**Dual Currency Note Provisions**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i) Rate of Exchange/method of calculating Rate of Exchange:	[*give details*]
	(ii) Party, if any, responsible for calculating the principal and/or interest due (if not the [Agent]):	[●]
	(iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable:	[*need to include a description of market disruption or settlement disruption events and adjustment provisions*]
	(iv) Person at whose option Specified Currency(ies) is/are payable:	[●]

PROVISIONS RELATING TO REDEMPTION

20.	**Call Option**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i) Optional Redemption Date(s):	[●]
	(ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	[●] per Calculation Amount
	(iii) If redeemable in part:	
	(a) Minimum Redemption Amount:	[●] per Calculation Amount
	(b) Maximum Redemption Amount:	[●] per Calculation Amount
	(iv) Notice period	[●]
21.	**Put Option**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i) Optional Redemption Date(s):	[●]
	(ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	[●] per Calculation Amount
	(iii) Notice period	[●]

22.	**Final Redemption Amount of each Note**	[[●] per Calculation Amount/other/see Appendix] [*N.B. If the Final Redemption Amount is linked to an underlying reference or security the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation No. 809/2004 will apply and the Issuer will prepare and publish a supplement to the Prospectus which shall constitute a supplementary prospectus pursuant to Prospectus Rule 3.4 and Section 87G of the FSMA*]
	In cases where the Final Redemption Amount is Index Linked or other variable-linked:	
	(i) Index/Formula/variable:	[*give or annex details*]
	(ii) Party responsible for calculating the Final Redemption Amount (if not the [Agent]):	[●]
	(iii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable:	[●]
	(iv) Determination Date(s):	[●]
	(v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:	[*need to include a description of market disruption or settlement disruption events and adjustment provisions*]
	(vi) Payment Date:	[●]
	(vii) Minimum Final Redemption Amount:	[●] per Calculation Amount
	(viii) Maximum Final Redemption Amount:	[●] per Calculation Amount
23.	**Early Redemption Amount**	
	Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption 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 NOTES

24.	Form of Notes:	*[Bearer Notes:]* [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note] [Temporary Global Note exchangeable for Definitive Notes] [Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note] [Registered Notes] (*The exchange upon notice/at any time option should not be expressed to be applicable if the Specified Denominations of the Notes in paragraph 6 includes language substantially to the following effect "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]." Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes.*)
25.	New Global Note:	[Yes] [No]
26.	Financial Centre(s) or other special provisions relating to payment dates:	[Not Applicable/*give details. Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which sub-paragraphs 16(iv) and 18(ix) relate*]
27.	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	[Yes/No. *If yes, give details*]
28.	Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment:	[Not Applicable/*give details*]
29.	Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made:	[Not Applicable/*give details*]
30.	Redenomination, renominalisation and reconventioning provisions:	[Not Applicable/The provisions [in Condition [●]] apply]
31.	Consolidation provisions:	[Not Applicable/The provisions [in Condition [●]] apply]
32.	Other final terms:	[Not Applicable/*give details*] *(When adding any other final terms consideration should be given as to whether such terms constitute a "significant new factor" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)*

DISTRIBUTION

33.	(i)	If syndicated, names of Managers:	[Not Applicable/*give names*]
	[(ii)	Date of Subscription Agreement:	[●]]*
	(iii)	Stabilising Manager(s) (if any):	[Not Applicable/*give name*]
34.		If non-syndicated, name of Dealer:	[Not Applicable/*give name*]
35.		U.S. Selling Restrictions	[Reg S compliance Category [●]; TEFRA C/TEFRA D/TEFRA not applicable]
36.		Additional selling restrictions:	[Not Applicable/*give details*]

[PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for the issue and admission to trading on [●] of the Notes described herein pursuant to the €5,000,000,000 Debt Issuance Programme of Investor AB (publ).]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [[●] has been extracted from [●]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading.

Signed on behalf of the Issuer:

By: .....
Duly authorised

PART B — OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

(i)	Listing and admission to trading:	[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [●] with effect from [●].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [●] with effect from [●].] [Not Applicable.] (*Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.*)
(ii)	Estimate of total expenses related to admission to trading:	[●]

2. RATINGS

Ratings: The Notes to be issued have been rated:

[S & P: [●]]
[Moody's: [●]]
[[Other]: [●]]

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the EU and registered under Regulation (EC) No 1060/2009 (the "CRA Regulation").

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the EU and has applied for registration under Regulation (EC) No 1060/2009 (the "CRA Regulation"), although notification of the registration decision has not yet been provided.

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the EU and is neither registered nor has it applied for registration under Regulation (EC) No 1060/2009 (the "CRA Regulation").

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EU but the rating it has given to the [Notes]/[unsecured, unsubordinated long term debt securities of the Issuer]/[and the unsecured, unsubordinated short term debt securities of the Issuer] is endorsed by [*insert legal name of credit rating agency*], which is established in the EU and registered under Regulation (EC) No 1060/2009 (the "CRA Regulation").

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EU but is certified under Regulation (EC) No 1060/2009 (the "CRA Regulation").

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EU and is not certified under Regulation (EU) No 1060/2009, (the "CRA Regulation") and the rating it has given to the [Notes]/[unsecured, unsubordinated long term debt securities of the Issuer]/[and the unsecured, unsubordinated short term debt securities of the Issuer] is not endorsed by a credit rating agency established in the EU and registered under the CRA Regulation.

(*The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.*)

3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

"Save as discussed in "Subscription and Sale", so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."]

[4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

[(i)	Reasons for the offer:	[●] *(See "Use of Proceeds" wording in Prospectus — if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)*]
[(ii)]	Estimated net proceeds:	[●] *(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)*
[(iii)]	Estimated total expenses:	[●] *[Include breakdown of expenses.]* *(Only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)*]*

* Insert for Notes admitted to trading on a regulated market within the European Economic Area.

5. [Fixed Rate Notes only — YIELD

Indication of yield:	[●] The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

6. [*Index Linked or other variable-linked Notes only* — PERFORMANCE OF INDEX/FORMULA/ OTHER VARIABLE AND OTHER INFORMATION CONCERNING THE UNDERLYING

Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained. Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information.]**

7. [*Dual Currency Notes only* — PERFORMANCE OF RATE[S] OF EXCHANGE

Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained.]*

8. OPERATIONAL INFORMATION

Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes] [No] [Note that the designation "Yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.] [*include this text if "yes" selected in which case the Notes must be issued in NGN form*]
ISIN Code:	[●]
Common Code:	[●]

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/*give name(s) and number(s) [and address(es)]*]
Delivery:	Delivery [against/free of] payment
Names and addresses of initial Paying Agents:	[●]
Names and addresses of additional Paying Agent(s) (if any):	[●]

** Required for derivative securities to which Annex XII to the Prospectus Directive Regulation applies.

General Information

1. The listing of the Notes on the Official List will be expressed as a percentage of their principal amount (exclusive of accrued interest). It is expected that listing of the Notes on the Official List and admission to trading of the Notes on the Market will be granted on or around 20 December 2011. Each Tranche of Notes will be listed separately, subject only to the issue of a Temporary or Permanent Global Note (or one or more Certificates) in respect of each Tranche. Prior to official listing, however, dealings will be permitted by the London Stock Exchange in accordance with its rules. Transactions will normally be effected for delivery on the third working day after the day of the transaction. However, unlisted Notes may be issued pursuant to the Programme.

2. The Issuer has obtained all necessary consents, approvals and authorisations in the Kingdom of Sweden in connection with the issue and performance of the Notes. The issue of the Notes under the Programme was authorised by a resolution of the Board of Directors passed on 11th November 1997 and the update of the Programme and the issue of Notes was further authorised by additional resolutions of the Board of Directors passed on 8th November 2000 and 11th October 2006.

3. There has been no significant change in the financial or trading position of the Issuer or of the Group since 30th September 2011 and no material adverse change in the financial position or prospects of the Issuer or of the Group since 31st December 2010.

4. Neither the Issuer nor any of its subsidiaries is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the 12 months preceding the date of this Prospectus which may have or have had in the recent past significant effects on the financial position or profitability of the Group or of the Issuer.

5. Each Bearer Note having a maturity of more than one year, Receipt, Coupon and Talon will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitation provided in Section 165(j) and 1287(a) of the Internal Revenue Code".

6. Notes have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems. The Common Code and the International Securities Identification Number (ISIN) and (where applicable) the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms.

7. The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy L-1855 Luxembourg. The address of any alternative clearing system will be specified in the applicable Final Terms.

8. From the date of this Prospectus and for so long as any Notes are outstanding under the Programme, the following documents (together with English translations where applicable) will be available, during usual business hours on any weekday (Saturdays and public holidays excepted), for inspection at the offices of the Issuer and the Issuing and Paying Agent:

(i) the Amended and Restated Trust Deed (which includes the form of the Global Notes, the definitive Bearer Notes, the Certificates, the Coupons, the Receipts and the Talons);

(ii) the Amended and Restated Programme Agreement;

(iii) the Amended and Restated Agency Agreement;

(iv) the Certificate of Registration and Articles of Association of the Issuer;

(v) the published annual report and audited consolidated accounts of the Issuer for the two years ended 31st December 2010 and the most recent published interim accounts;

(vi) each Final Terms for Notes that are listed on the Official List and admitted to trading on the Market for listed securities or any other stock exchange;

(vii) a copy of the Prospectus or any further Prospectus or supplement to the Prospectus; and

(viii) a copy of any subscription agreement to be entered into in respect of Notes issued on a syndicated basis that are listed on the Official List and admitted to trading on the Market for listed securities.

This Prospectus and all documents incorporated by reference herein may be obtained from the Regulatory News Service operated by the London Stock Exchange at http://www.londonstockexchange.com/prices-and-markets/markets/prices.htm.

9. Copies of the latest annual report and consolidated accounts of the Issuer and the latest interim consolidated accounts of the Issuer may be obtained, and copies of the Trust Deed will be available for inspection, at the specified offices of each of the Paying Agents during normal business hours, so long as any of the Notes is outstanding.

10. KPMG AB (authorised and regulated by the Supervisory Board of Public Accountants — Revisorsnämnden) have audited, and rendered unqualified audit reports on, the consolidated accounts of the Issuer for each of the two years ended 31st December 2009.

11. The issue price and the amount of the relevant Notes will be determined before filing of the relevant Final Terms of each Tranche, based on then prevailing market conditions. The Issuer does not intend to provide any post-issuance information in relation to any issues of Notes.

12. Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions and may perform services for the Issuer and its affiliates in the ordinary course of business.

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