



## Listing of EUR 100,000,000 Senior Secured Green Floating Rate Notes Due 2027

### The Notes are represented by units in denomination of EUR 1,000

On 18 June 2024 YIT Corporation (the “**Issuer**” or the “**Company**”, and together with its consolidated subsidiaries “**YIT**” or the “**Group**”) issued senior secured green floating rate notes with a principal amount of EUR 100,000,000 million (the “**Notes**”) to eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended, “**MiFID II**”) based on an authorisation given by the Issuer’s Board of Directors on 29 April 2024. The Notes are represented by units in denomination of EUR 1,000. The Notes were offered for subscription through a book-building procedure in a minimum amount of EUR 100,000 that was carried out on 11 June 2024 (the “**Offering**”). The Notes bear interest at the rate of EURIBOR 3 months plus a margin of 7.50 per cent per annum. The maturity of the Notes is on 18 June 2027, unless the Issuer prepays the Notes in accordance with the terms and conditions of the Notes (the “**Terms and Conditions**”). See “*Terms and Conditions of the Notes*”.

This listing prospectus (the “**Listing Prospectus**”) has been prepared solely for the purpose of admission to listing of the Notes to trading on Nasdaq Helsinki Ltd (“**Nasdaq Helsinki**”) and does not constitute any offering of the Notes. Application will be made for the Notes to be admitted to trading on the official list of Nasdaq Helsinki (the “**Listing**”), and the Listing is expected to take place on or about 20 June 2024 under the trading code YITJVAIH27.

**The validity of this Listing Prospectus expires when the Notes have been admitted to trading on Nasdaq Helsinki. The obligation to supplement this Listing Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when this Listing Prospectus is no longer valid.**

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

This Listing Prospectus should be read together with all documents that are incorporated by reference herein. This Listing Prospectus should be read and construed on the basis that such documents are incorporated into and form part of this Listing Prospectus. See “*Documents Incorporated by Reference into this Listing Prospectus*”.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), or the securities laws of any state of the United States, and the Notes may not be offered, sold, pledged or otherwise transferred directly or indirectly within the United States or to, or for the account or benefit of, any U.S. person (as such terms are defined in Regulation S under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

The Issuer or the Notes have not been assigned any credit ratings at the request or with the co-operation of the Issuer in the rating process. A rating or the absence of a rating is not a recommendation to buy, sell or hold securities.

**Investment in the Notes involves risks. The principal risk factors that may affect the ability of the Issuer to fulfil its obligations under the Notes are discussed under “*Risk Factors*” below.**

### *Global Coordinators and Joint Bookrunners*



### *Joint Bookrunners*



## IMPORTANT INFORMATION

This Listing Prospectus has been drawn up in accordance with the Regulation (EU) 2017/1129 of the European Parliament and of the Council, as amended (the “**Prospectus Regulation**”), the Commission Delegated Regulation (EU) 2019/979, as amended, the Commission Delegated Regulation (EU) 2019/980, as amended, in application of Annexes 8, 16 and 21 thereof and the Finnish Securities Markets Act (746/2012, as amended) (the “**Finnish Securities Markets Act**”) and the guidelines of the FIN-FSA. The FIN-FSA, which is the competent authority for the purposes of the Prospectus Regulation and relevant implementing measures in Finland, has approved this Listing Prospectus (journal number FIVA/2024/847), but assumes no responsibility for the correctness of the information contained herein. The FIN-FSA has only approved this Listing Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation and such approval shall not be considered as an endorsement of the qualities of the Notes nor the Issuer. Investors should make their own assessment as to the suitability of investing in the Notes. This Listing Prospectus has been drawn up as a simplified prospectus in accordance with Article 14 of the Prospectus Regulation.

In this Listing Prospectus, “**YIT**” and the “**Group**” refer to YIT Corporation and its consolidated subsidiaries, except where the context may otherwise require. All references to the “**Issuer**” and the “**Company**” refer to YIT Corporation.

Danske Bank A/S (“**Danske Bank**”), Nordea Bank Abp (“**Nordea**”) and OP Corporate Bank plc (“**OP**”) as global coordinators (the “**Global Coordinators**”) together with Swedbank AB (publ) (“**Swedbank**”) and Skandinaviska Enskilda Banken AB (publ) (“**SEB**”) (jointly with the Global Coordinators, the “**Joint Bookrunners**”) are acting exclusively for the Issuer as the global coordinators and joint bookrunners in the Offering and issuance of the Notes. The Joint Bookrunners are not acting for anyone else in connection with the Offering and will not be responsible to anyone other than the Issuer for providing the protection afforded to their respective clients nor for providing any advice in relation to the Offering and Listing or the contents of this Listing Prospectus. Investors should rely only on the information contained in this Listing Prospectus including information incorporated by reference into this Listing Prospectus.

In making an investment decision, each investor is advised to rely on its own independent examination, analysis and enquiry of YIT and the Terms and Conditions, including the risks and merits involved. Neither the Issuer, nor the Joint Bookrunners, nor any of their respective affiliated parties or representatives, is making any representation to any offeree or subscriber of the Notes regarding the legality of the investment by such person. Investors are advised to make their independent assessment of the legal, tax, business, financial and other consequences of an investment in the Notes or consult their own advisors as to legal, tax and related aspects of an investment in the Notes. The contents of this Listing Prospectus are not to be construed as legal, business, tax, financial or other advice. An investor is always solely responsible for the economic consequences of its investment decisions.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Listing Prospectus or any information supplied by YIT or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by YIT or the Joint Bookrunners. Neither the delivery of this Listing Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs or no adverse change in the financial position of the Issuer and YIT since the date hereof or the date upon which this Listing Prospectus has been most recently amended or supplemented or that the information contained in it or any other information supplied in connection with the Notes 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 (excluding historical financial information and other information referring to the past and to a specific defined historical time-point in time).

The Joint Bookrunners have not separately verified the information contained in this Listing Prospectus. Accordingly, no representation, warranty or undertaking, express or implied is made by the Joint Bookrunners as to the accuracy or completeness of the information contained or incorporated by reference into this Listing Prospectus or any other information provided by the Issuer in connection with the Notes or their distribution, and nothing contained in this Listing Prospectus is, or may be relied upon as, a warranty or representation by the Joint Bookrunners in this respect, whether as to the past or the future. The Joint Bookrunners accept no responsibility or liability for the accuracy or completeness of such information and, accordingly, disclaim to the fullest extent permitted by applicable law, any and all liability whether arising in tort, contract or otherwise, which they might otherwise be found to have in respect of this Listing Prospectus or any such statement. Nothing contained in this Listing Prospectus is, or shall be relied upon as, a warranty or representation by YIT or the Joint Bookrunners as to the future. Investors are advised to inform themselves of any stock exchange releases published by the Issuer since the date of this Listing Prospectus. Neither this Listing Prospectus nor any other information supplied in connection with the offering of the Notes is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer or the Joint Bookrunners that any recipient of this Listing Prospectus or any other financial statements should purchase the Notes.

The distribution of this Listing Prospectus may, in certain jurisdictions, be restricted by law. This Listing Prospectus has been prepared solely in connection with the Listing. It does not constitute an offer of securities for sale, or a solicitation of an offer to buy any securities, anywhere in the world. This Listing Prospectus may not be used for the purpose of, or in connection with, any offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. No actions have been taken to register or qualify the Notes, or otherwise to permit a public offering of the Notes, in any jurisdiction. Persons into whose possession this Listing Prospectus may come are advised by the Issuer and the Joint Bookrunners to inform themselves of and observe all such restrictions. Neither YIT nor the Joint Bookrunners accept any responsibility or liability for any violation by any person, whether or not a prospective purchaser of Notes is aware of such restrictions. In particular, the Notes may not be offered, sold, resold, transferred or delivered, directly or indirectly, in or into Australia, Canada, Hong Kong, Japan, New Zealand, Singapore, South Africa or the United States or any other jurisdiction in which it would not be permissible to offer the Notes; and this Listing Prospectus may not be distributed in, or sent to any person in, the aforementioned jurisdictions.

The Notes are issued in the CSD system maintained by Euroclear Finland Oy (“**Euroclear Finland**”). Pursuant to the Finnish Act on Book-Entry System and Clearing Operations (348/2017, as amended, in Finnish: *laki arvo-osuusjärjestelmästä ja selvitystoiminnasta*), the Notes will not be evidenced by any physical note or document of title other than statements of account made by Euroclear Finland or its account operators. Neither the Issuer nor any other party will assume any responsibility for the timely and full functionality of the Finnish book-entry securities system. Payments under the Notes will be made in accordance with the laws governing the Finnish book-entry securities system, the rules of Euroclear Finland and the Terms and Conditions of the Notes. For purposes of payments under the Notes, it is the responsibility of each noteholder to maintain with its respective book-entry account operator up to date information on applicable bank accounts.

Interest payable on the Notes will be calculated by reference to EURIBOR which constitutes a benchmark according to the regulation (EU) 2016/1011 (“**Benchmark Regulation**”). As at the date of this Prospectus, the administrator of EURIBOR, the European Money Markets Institute, appears on the register of administrators and benchmarks established and maintained by European Securities and Markets Authority (ESMA) pursuant to Article 36 of the Benchmark Regulation.

This Listing Prospectus has been prepared in English only. In accordance with Article 7 of the Prospectus Regulation, a summary has been prepared in English and translated into Finnish. Save for YIT’s audited consolidated financial statements as at and for the financial year ended 31 December 2023 incorporated by reference into this Listing Prospectus, no part of this Listing Prospectus has been audited. The Offering and the Notes are governed by Finnish law and any dispute arising in relation to the Offering and the Notes shall be settled exclusively by Finnish courts in accordance with Finnish law.

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## SUMMARY

### Introduction

*This summary contains all the sections required by Regulation 2017/1129 of the European Parliament and of the Council (the “**Prospectus Regulation**”) to be included in a summary for this type of securities and issuer. This summary should be read as an introduction to the listing prospectus (the “**Listing Prospectus**”). Any decision by an investor to invest in the securities should be based on consideration of the Listing Prospectus as a whole. An investor could lose all or part of the invested capital. Where a claim relating to the information contained in the Listing Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the member states, have to bear the costs of translating the Listing Prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate, or inconsistent when read together with the other parts of the Listing Prospectus or where it does not provide, when read together with the other parts of the Listing Prospectus, key information in order to aid investors when considering whether to invest in the securities.*

The contact details of the Issuer are as follows:

Issuer: YIT Corporation  
Address: Panuntie 11, FI-00620 Helsinki, Finland  
Telephone: +358 20 433 111  
Business identity code: 0112650-2  
Legal entity identifier (LEI): 529900M13GM4VSTE6W80

The details of the Notes are as follows:

ISIN: FI4000571278  
Name: YIT EUR 100M GREEN NOTES DUE 2027

This Listing Prospectus has been approved by the Finnish Financial Supervisory Authority (the “**FIN-FSA**”) as the competent authority under the Prospectus Regulation on 18 June 2024.

The identity and contact details of the competent authority, the FIN-FSA, approving the Listing Prospectus are as follows:

Authority: Financial Supervisory Authority  
Address: P.O. Box 103, FI-00101 Helsinki, Finland  
Telephone: +358 9183 51  
Email address: [kirjaamo@finanssivalvonta.fi](mailto:kirjaamo@finanssivalvonta.fi)

### Key Information on the Issuer

#### *Who is the Issuer of the Securities?*

The business name of the Issuer is YIT Corporation (the “**Issuer**” or the “**Company**” and together with its consolidated subsidiaries “**YIT**” or the “**Group**”) and it is domiciled in Helsinki, Finland. The Issuer is registered with the Finnish Trade Register under business identity code 0112650-2, and its legal entity identifier code (LEI) is 529900M13GM4VSTE6W80. The Issuer is a public limited liability company incorporated in Finland and operating under Finnish law.

#### *Principal Activities*

YIT is the largest Finnish construction and development company and it operates also in Baltic and Central European countries. YIT’s mission is to create better living environments. It builds functional and sustainable homes and living environments in growing cities. YIT also develops, builds and renovates schools, hospitals, commercial and public facilities and infrastructure. As a developer and builder of better living environments, YIT plays an important role in developing emission-free solutions for the built environment and enabling sustainable and smooth living for its customers.

YIT’s three reported business segments are Housing, Business Premises and Infrastructure. YIT operates in eight countries: Finland, Sweden, Estonia, Latvia, Lithuania, Czech Republic, Slovakia and Poland. At the date of this Prospectus, YIT still operates in Sweden but it was announced in January 2024 that YIT would close down its infrastructure business in Sweden after which YIT will no longer have operations in Sweden. The close down is estimated to be completed by 2027. Earlier announced close down in Norway is nearly finished.

### Major Shareholders

The following table sets forth the five largest shareholders of the Issuer that appeared on the shareholder register maintained by Euroclear Finland Oy as at 31 May 2024:

	<b>Number of shares</b>	<b>Per cent of shares and votes</b>
Tercero Invest AB .....	44,102,500	19.00
PNT Group Oy .....	15,897,799	6.85
Varma Mutual Pension Insurance Company .....	13,195,975	5.69
Conficap Oy .....	10,776,302	4.64
Pentti Heikki Oskari Estate .....	8,301,215	3.58
Other shareholders.....	139,786,062	60.23
Total .....	232,059,853	100.00

To the extent known to the Issuer, the Issuer is not, directly or indirectly, owned or controlled by any one person and the Issuer is not aware of any arrangement relating to the Issuer's ownership, the operation of which may result in a change of control of the Issuer.

### Key Managing Directors

The following table sets forth the members of the Board of Directors of the Issuer as at the date of this Listing Prospectus:

<b>Name</b>	<b>Year of birth</b>	<b>Position</b>	<b>Board member since</b>
Jyri Luomakoski	1967	Chairperson	2022
Casimir Lindholm	1971	Vice Chairperson	2022
Anders Dahlblom	1974	Member	2024
Sami Laine	1971	Member	2022
Kerttu Tuomas	1957	Member	2022
Leena Vainiomäki	1961	Member	2024

The following table sets forth the members of YIT's Group Management Team as at the date of this Listing Prospectus:

<b>Name</b>	<b>Year of Birth</b>	<b>Position</b>	<b>Employed by the Group since</b>
Heikki Vuorenmaa	1981	President and CEO	2022
Tuomas Mäkipeska	1978	CFO	2021
Jennie Stenbom	1975	Executive Vice President, Human Resources	2023
Peter Forssell	1969	Executive Vice President, Business Premises segment	1997
Antti Inkilä	1969	Executive Vice President, Housing segment, Deputy to President and CEO	1994 to 2001 and since 2002
Juha Kostiainen	1965	Executive Vice President, Urban Development and ESG	2001 to 2008 and since 2012
Aleksi Laine	1981	Executive Vice President, Infrastructure segment	2007

### Statutory Auditor

The Issuer's consolidated financial statements as at and for the financial year ended 31 December 2023 have been audited by the Issuer's statutory auditor, PricewaterhouseCoopers Oy, Authorised Public Accountants, with Samuli Perälä, Authorised Public Accountant, as the auditor with principal responsibility. Samuli Perälä is registered in the register of auditors referred in Section 9 of Chapter 6 of the Auditing Act (1141/2015, as amended).

For the financial year 2024, the Company's Annual General Meeting held on 16 March 2023 elected Ernst & Young Oy, Authorised Public Accountants, as the Company's auditor, with Mikko Rytlahti, Authorised Public Accountant, as the auditor with principal responsibility. The auditor's term began upon the closing of Annual General Meeting in 2024 and will end upon the closing of the following Annual General Meeting in 2025.

### What Is the Key Financial Information Regarding the Issuer?

The selected historical key financial information presented below has been derived from YIT's audited consolidated financial statements as at and for the financial year ended 31 December 2023, including the unaudited comparative consolidated financial information as at and for the financial year ended 31 December 2022, and from YIT's unaudited consolidated interim report as at and for the three months ended 31 March 2024, including the unaudited comparative financial information for the three months ended 31 March 2023.

The following table sets forth the key figures of YIT as at the dates and for the periods indicated:

(EUR in millions, unless otherwise indicated)	As at and for the year ended 31 December		As at and for the three months ended 31 March	
	2023	2022	2024	2023
	(audited, unless otherwise indicated)		(unaudited)	
<b>KEY FIGURES</b>				
Operating profit	51	102	-8	-7
Net interest-bearing debt	795 <sup>1)</sup>	615 <sup>1)</sup>	768	837
Gearing ratio, %	94 <sup>1)</sup>	70 <sup>1)</sup>	89	101
Interest cover ratio	1.3 <sup>1)</sup>	7.1 <sup>1)</sup>	1.0	7.8
Capital employed	1,618 <sup>1)</sup>	1,489 <sup>1)</sup>	1,591	1,672
Net cash generated from operating activities	-139	-279	-26	-210
Net cash used in investing activities	2	-6 <sup>1)</sup>	26	-7
Net cash used in financing activities	57	100 <sup>1)</sup>	140	84

<sup>1)</sup> Unaudited.

### **What are the Key Risks that Are Specific to the Issuer?**

- Uncertainties and adverse developments in the economy, political environment and financial markets in YIT's operating countries, and Russia's ongoing invasion of Ukraine could have a material adverse effect on YIT's business and customers, results of operations, financial position and liquidity, as well as the availability of financing.
- Changes in the Finnish economy and financial markets could affect YIT's business and customers, and results of operations.
- Changes in inflation rates and interest rates have had and may continue to have an impact on YIT's business and price of as well as demand for apartments and properties.
- YIT may not necessarily be able to maintain the profitability of its business due to failures in tendering processes, project management or preparation of project contracts.
- Changes in the demand for business premises and the requirements of YIT's customers and in the operating environment of the consumer business as well as in the demand for housing could decrease the overall demand for housing, new business premises and business premises construction.
- The value of YIT's real estate properties and other inventory assets may fluctuate, and/or YIT may not be able to develop and sell properties at a financially reasonable price or at all.
- YIT may not necessarily receive financing or guarantees on competitive terms or at all and may not necessarily be able to fulfil its obligations under financing arrangements.
- YIT is exposed to liquidity and financial risks which could affect YIT's ability to finance its business operations.
- Failure in the management of YIT's capital and investments could affect YIT's ability to finance its business operations and meet its financial covenants, which could have a material adverse effect on YIT's business, results of operations and financial position.

### **Key Information on the Securities**

#### **What Are the Main Features of the Securities?**

The Notes constitute direct, secured, unsubordinated, unconditional and unguaranteed obligations of the Issuer. The Notes shall at all times rank *pari passu* among themselves and at least *pari passu* with all the present and future unsecured and unsubordinated obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application. The Notes are dematerialised securities registered in the CSD system maintained by Euroclear Finland Oy. The ISIN of the Notes is FI4000571278. The currency of the Notes is the euro. The Notes are represented by units in denomination of EUR 1,000 and the aggregate nominal amount of the issued Notes is EUR 100 million. The number of issued Notes is 100,000. The Issuer may later create and issue further notes having the same terms

and conditions as the Notes, as set out in the Terms and Conditions of the Notes. The final maturity date of the Notes is 18 June 2027 (the “**Final Maturity Date**”).

The Notes will be secured by transaction security granted by the Issuer and certain group companies (the “**Common Transaction Security**”) under the common security documents (the “**Common Security Documents**”) as a first priority security. The Common Transaction Security also secures a major part of the other borrowings of the Issuer and subject to the conditions of the intercreditor agreement made by and between, among others, the Issuer, certain finance parties as initial RCF lenders, certain finance parties as initial term facility lenders, Intertrust (Finland) Oy as agent of the holders of the Notes, Intertrust (Finland) Oy as agent of the 2026 Notes (as defined below), OP Custody Ltd as issuer agent, Nordic Trustee Oy as common security agent and Nordic Trustee & Agency AB (publ) as security sub-agent (the “**Intercreditor Agreement**”), additional creditors may accede to the Intercreditor Agreement which may increase the amount of the obligations secured by the Common Transaction Security. Pursuant to the Intercreditor Agreement, the EUR 100,000,000 senior originally unsecured fixed-rate notes issued by the Issuer due 2026 (the “**2026 Notes**”), the EUR 300,000,000 revolving credit facility agreement made by and between, among others, certain finance parties as initial RCF lenders and the Issuer originally dated 22 June 2021 (and as amended and restated from time to time), and the EUR 140,000,000 single currency term facility agreement made by and between, among others, certain finance parties as initial term facility lenders and the Issuer originally dated 21 November 2023 (and as amended and restated from time to time) (each a “**Credit Facility**”), the Notes and any additional obligations to any additional creditors which have acceded to the Intercreditor Agreement are secured with first priority security interest in all the Common Transaction Security and the proceeds of any sale of such assets on enforcement will be applied to repay the claims of the creditors under the 2026 Notes, any Credit Facility, the Notes and any additional creditors which have acceded to the Intercreditor Agreement *pari passu* and *pro rata* without any preference between them in accordance with the waterfall provisions of the Intercreditor Agreement.

The Notes were issued at an issue price of 100 per cent. The Notes bear floating interest rate of EURIBOR 3 months plus a margin of 7.50 per cent per annum, payable quarterly in arrears commencing on 18 September 2024 and thereafter on 18 December, 18 March, 18 June and 18 September each year (each an “**Interest Payment Date**”) until 18 June 2027. Interest shall accrue for each interest period from (and including) the first day of the interest period to the last day of the interest period on the principal amount of the Notes outstanding from time to time. The first interest period commences on 18 June 2024 and ends on the day before the first Interest Payment Date. Each consecutive interest period begins on the previous Interest Payment Date and ends on the day before the following Interest Payment Date. The last interest period ends on the date when the Notes have been repaid in full. The noteholders exercise their right of decision by attending a noteholders’ meeting or participating in a written decision-making procedure. Resolutions passed at such meetings or in a written procedure will bind all noteholders, including noteholders who did not attend and vote at the relevant meeting or participate in the written procedure and noteholders who voted in a manner contrary to the majority.

The Notes are subject to certain covenants such as negative pledge, disposals, equity ratio (maintenance covenant), interest cover ratio (incurrence test), restrictions on additional financial indebtedness, restrictions on distribution of dividends, and undertakings towards the noteholders’ agent.

The Issuer shall redeem all of the outstanding Notes in full at their aggregate principal amount on the Final Maturity Date, unless the Issuer has prepaid or redeemed the Notes prior to the Final Maturity Date through a voluntary total redemption, by utilising the clean-up call option, as a result of noteholders demanding prepayment of the Notes in case of an event of default or otherwise in accordance with the Terms and Conditions of the Notes or repurchased the Notes as a result of a demerger event or a change of control event as set out in the Terms and Conditions of the Notes.

The Notes are freely transferable after having been registered into the respective book-entry account.

#### ***Where Will the Securities Be Traded?***

Application will be made to have the Notes listed on the official list of Nasdaq Helsinki Ltd (“**Nasdaq Helsinki**”).

#### ***What Are the Key Risks that Are Specific to the Securities?***

- Investors may lose their investment in the Notes.
- The Issuer may not be able to finance the repurchase of the Notes following a Change of Control Event, a Demerger Event or the acceleration of the Notes.
- Issuer may merge with its subsidiaries, effect asset sales or otherwise effect significant transactions that may have an adverse effect on the Notes and the Noteholders without the consent of the Noteholders.
- YIT may incur additional debt without the consent of the Noteholders.
- Modification of the Terms and Conditions of the Notes, such as change of Issuer or change of the interest rate or the nominal amount of the Notes, bind all Noteholders.

- The Common Transaction Security may be insufficient to cover all the Common Secured Obligations.

## **Key Information on the Admission to Trading on a Regulated Market**

### ***Under which Conditions and Timetable can I Invest in this Security?***

The Notes were offered for subscription through a book-building procedure in a minimum amount of EUR 100,000 that was carried out on 11 June 2024. The Notes were not, and will not be, offered to the public. The Notes were issued on 18 June 2024. Application will be made for the Notes to be admitted to trading on the official list of Nasdaq Helsinki, and the Listing is expected to take place on or about 20 June 2024.

The Notes may be registered on behalf of the Noteholders on book-entry accounts and transfers of Notes may only be effected through, and title thereto will only pass upon, registration and transfer in such book-entry accounts.

In connection with the Offering, the Issuer expects to pay approximately a total of EUR 2.6 million in fees and expenses (including the fees and expenses relating to the consent solicitation process related to the 2026 Notes required for the issuance of the Notes). No fees or other payments will be charged to the investor by the Issuer. Account operators may charge fees in accordance with their price lists for the subscription and opening and maintaining of the book-entry account or other custody system and for custody of the Notes.

### ***Why Is this Prospectus Being Produced?***

This Listing Prospectus has been prepared for the listing of the Notes. The Issuer shall use the proceeds from the issue of the Notes, less the costs and expenses incurred by the Issuer in connection with the issue of the Notes, for financing or refinancing eligible green projects or assets or otherwise in accordance with YIT's Green Finance Framework dated April 2024. The Issuer will use the proceeds from the issue of the Notes for partial repayment of its EUR 140,000,000 single currency term facility with an amount of EUR 40,000,000 and for partial prepayment and cancellation of its EUR 300,000,000 revolving credit facility with an amount of EUR 50,000,000. The remaining amount of the proceeds will be allocated to cash and transaction expenses.

The aggregate net proceeds to the Issuer from the Offering, after deduction of the fees and expenses payable by the Issuer (including the fees and expenses relating to the consent solicitation process related to the 2026 Notes required for the issuance of the Notes), will be approximately EUR 97.4 million.

### ***Material Interests***

The interests of Danske Bank A/S, Nordea Bank Abp, OP Corporate Bank plc, Swedbank AB (publ) and Skandinaviska Enskilda Banken AB (publ) as joint bookrunners of the Notes (the "**Joint Bookrunners**") are normal business interests in the financial markets. The Joint Bookrunners will be paid a fee by the Issuer in respect of the offering and issue of the Notes. Existing financial indebtedness to be refinanced with the proceeds from the issue of Notes may include financial indebtedness provided by the Joint Bookrunners and/or other entities within the same group and/or their affiliates. The Joint Bookrunners are parties to the Intercreditor Agreement as initial term facility lenders and/or initial RCF lenders and Danske Bank A/S, Nordea Bank Abp and OP Corporate Bank plc act as solicitation agents for the consent solicitation process related to the 2026 Notes. In addition, Danske Bank A/S acted as the sole green structuring advisor in conjunction with the Issuer's Green Finance Framework dated April 2024.

In addition, the Joint Bookrunners and other entities within the same group and/or their affiliates have provided, and may provide in the future, the Issuer with investment, insurance, banking and/or other services in the ordinary course of business for which they may have received and may continue to receive customary fees and commissions. The Joint Bookrunners and other entities within the same group and/or their affiliates have also acted in the ordinary course of business as arrangers or lenders under certain loan agreements of the Issuer and its affiliates, and in various roles in share and unsecured notes issues for which it has received, and may continue to receive, customary interest, fees and commissions.



## TIIVISTELMÄ

### Johdanto

Tämä tiivistelmä sisältää kaikki ne osiot, jotka kyseessä olevasta arvopaperista ja sen liikkeeseenlaskijasta tulee esittää Euroopan parlamentin ja neuvoston asetuksen (EU) 2017/1129 (*“Esiteasetus”*) mukaisesti. Tätä tiivistelmää tulee lukea listalleottoesitteen (*“Listalleottoesite”*) johdantona. Sijoittajan tulee perustaa päätöksensä sijoittaa arvopapereihin Listalleottoesitteeseen kokonaisuutena. Sijoittaja voi menettää sijoittamansa pääoman kokonaan tai osittain. Jos tuomioistuimessa pannaan vireille Listalleottoesitteeseen sisältyviä tietoja koskeva kanne, kantajana toimiva sijoittaja voi jäsenvaltioiden kansallisen lainsäädännön mukaan joutua ennen oikeudenkäynnin vireillepanoa vastaamaan Listalleottoesitteen käännskustannuksista. Siviilioikeudellista vastuuta sovelletaan henkilöihin, jotka ovat toimittaneet tiivistelmän, sen käänös mukaan luettuna, mutta vain jos tiivistelmä on harhaanjohtava, epätarkka tai epäjohdonmukainen suhteessa Listalleottoesitteen muihin osiin tai jos siinä ei anneta yhdessä Listalleottoesitteen muiden osien kanssa keskeisiä tietoja sijoittajien auttamiseksi, kun he harkitsevat arvopapereihin sijoittamista.

Liikkeeseenlaskijan yhteystiedot ovat seuraavat:

Liikkeeseenlaskijan nimi: YIT Oyj  
Osoite: Panuntie 11, 00620 Helsinki, Suomi  
Puhelinnumero: +358 20 433 111  
Yritys- ja yhteisötunnus: 0112650-2  
Oikeushenkilötunnus (LEI-tunnus): 529900M13GM4VSTE6W80

Arvopaperia koskevat tiedot ovat seuraavat:

ISIN: FI4000571278  
Arvopaperin nimi: YIT EUR 100M GREEN NOTES DUE 2027 Finanssivalvonta on toimivaltaisena viranomaisena hyväksynyt tämän Listalleottoesitteen Esiteasetuksen mukaisesti 18.6.2024.

Toimivaltaisen viranomaisen eli Finanssivalvonnan, joka hyväksyy tämän Listalleottoesitteen, yhteystiedot ovat seuraavat:

Viranomainen: Finanssivalvonta  
Osoite: PL 103, 00101 Helsinki, Suomi  
Puhelinnumero: +358 9183 51  
Sähköpostiosoite: kirjaamo@finanssivalvonta.fi

### Keskeiset tiedot liikkeeseenlaskijasta

#### *Kuka on arvopapereiden liikkeeseenlaskija?*

Liikkeeseenlaskijan rekisteröity toiminimi on YIT Oyj (*“Liikkeeseenlaskija”* tai *“Yhtiö”*), ja yhdessä tytäryhtiöidensä kanssa *“YIT”* tai *“Konserni”*) ja sen kotipaikka on Helsinki. Liikkeeseenlaskija on rekisteröity Patentti- ja rekisterihallituksen ylläpitämään kaupparekisteriin y-tunnuksella 0112650-2 ja sen oikeushenkilötunnus (LEI-tunnus) on 529900M13GM4VSTE6W80. Liikkeeseenlaskija on julkinen osakeyhtiö, joka on perustettu Suomessa ja siihen sovelletaan Suomen lakia.

#### *Pääasiallinen toiminta*

YIT on suurin suomalainen rakennusyhtiö ja hankekehittäjä, ja sillä on toimintaa myös Baltiassa ja itäisessä Keski-Euroopassa. YIT:n missio on luoda parempia elinympäristöjä. Se rakentaa toimivia ja kestäviä koteja ja elinympäristöjä kasvavissa kaupungeissa. Lisäksi YIT kehittää, rakentaa ja uudistaa kouluja, sairaaloita, kaupallisia ja julkisia tiloja sekä infrastruktuuria. Parempien elinympäristöjen kehittäjänä ja rakentajana YIT:llä on tärkeä rooli rakennetun ympäristön päästöttömien ratkaisujen kehittämisessä sekä kestävän ja sujuvan elämän mahdollistamisessa asiakkaille.

YIT:n kolme raportoitavaa liiketoimintasegmenttiä ovat Asuminen, Toimitilat ja Infra. YIT toimii kahdeksassa maassa: Suomessa, Ruotsissa, Virossa, Latviassa, Liettuassa, Tšekin tasavallassa, Slovakiassa ja Puolassa. Tämän Esitteen päivämääränä YIT toimii edelleen Ruotsissa, mutta tammikuussa 2024 ilmoitettiin, että YIT ajaa alas infraliiketoimintansa Ruotsissa, jonka jälkeen YIT:llä ei ole enää mitään toimintoja Ruotsissa. Alasajo arvioidaan saatavan päätökseen vuoteen 2027 mennessä. Aikaisemmin julkistettu Norjan toimintojen alasajo on lähes valmis.

### *Suurimmat osakkeenomistajat*

Seuraavassa taulukossa esitetään Liikkeeseenlaskijan viisi suurinta Euroclear Finland Oy:n ylläpitämään osakasluetteloon 31.5.2024 rekisteröityä osakkeenomistajaa:

	<b>Osakkeita (kpl)</b>	<b>Osuus osakkeista ja äänistä (%)</b>
Tercero Invest AB .....	44 102 500	19,00
PNT Group Oy .....	15 897 799	6,85
Keskinäinen työeläkevakuutusyhtiö Varma .....	13 195 975	5,69
Conficap Oy .....	10 776 302	4,64
Pentti Heikki Oskari Dbo .....	8 301 215	3,58
Muut osakkeenomistajat .....	139 786 062	60,23
Yhteensä .....	232 059 853	100,00

Siltä osin kuin Liikkeeseenlaskija on tietoinen, Liikkeeseenlaskija ei ole suoraan tai välillisesti kenenkään yhden henkilön omistuksessa tai määräysvallassa eikä Liikkeeseenlaskija ole tietoinen järjestelyistä, jotka voisivat johtaa määräysvallan muuttumiseen Liikkeeseenlaskijassa.

### *Johdon avainhenkilöt*

Seuraavassa taulukossa esitetään Liikkeeseenlaskijan hallituksen jäsenet tämän Listalleottoesitteen päivämääränä:

<b>Nimi</b>	<b>Syntymävuosi</b>	<b>Asema</b>	<b>Hallituksen jäsen vuodesta</b>
Jyri Luomakoski	1967	puheenjohtaja	2022
Casimir Lindholm	1971	varapuheenjohtaja	2022
Anders Dahlblom	1974	jäsen	2024
Sami Laine	1971	jäsen	2022
Kerttu Tuomas	1957	jäsen	2022
Leena Vainiomäki	1961	jäsen	2024

Seuraavassa taulukossa esitetään YIT:n johtoryhmän jäsenet tämän Listalleottoesitteen päivämääränä:

<b>Nimi</b>	<b>Syntymävuosi</b>	<b>Asema</b>	<b>Konsernin palveluksessa vuodesta</b>
Heikki Vuorenmaa	1981	Toimitusjohtaja	2022
Tuomas Mäkipeska	1978	Talousjohtaja	2021
Jennie Stenbom	1975	Henkilöstöjohtaja	2023
Peter Forssell	1969	Toimitilat -segmentin johtaja	1997
Antti Inkilä	1969	Asuminen -segmentin johtaja, toimitusjohtajan sijainen	1994 – 2001 ja vuodesta 2002
Juha Kostiaainen	1965	johtaja, Kaupunkikehitys ja vastuullisuus	2001 – 2008 ja vuodesta 2012
Aleksi Laine	1981	Infra -segmentin johtaja	2007

### *Lakisäiteinen tilintarkastaja*

Liikkeeseenlaskijan konsernitilinpäätöksen 31.12.2023 päättyneeltä tilikaudelta on tilintarkastanut Liikkeeseenlaskijan lakisäiteinen tilintarkastaja tilintarkastusyhteisö PricewaterhouseCoopers Oy, KHT Samuli Perälä päävastuullisena tilintarkastajana. Samuli Perälä on rekisteröity tilintarkastuslain (1141/2015, muutoksineen) 6 luvun 9 §:n tarkoittamaan tilintarkastajarekisteriin.

Yhtiön 16.3.2023 pidetty varsinainen yhtiökokous valitsi yhtiön tilintarkastajaksi tilikaudelle 2024 tilintarkastusyhteisö Ernst & Young Oy:n, KHT Mikko Rytilahti päävastuullisena tilintarkastajana. Tilintarkastajan toimikausi alkoi varsinaisen yhtiökokouksen 2024 päätyttyä ja toimikausi päättyy seuraavan varsinaisen yhtiökokouksen 2025 päättyessä.

### ***Mitä ovat liikkeeseenlaskijaa koskevat keskeiset taloudelliset tiedot?***

Alla esitettävät valikoidut historialliset keskeiset taloudelliset tiedot ovat peräisin YIT:n tilintarkastetusta konsernitilinpäätöksestä 31.12.2023 päättyneeltä tilikaudelta, sisältäen tilintarkastamattomat konsernin vertailutiedot 31.12.2022 päättyneeltä tilikaudelta ja YIT:n tilintarkastamattomasta konsernin osavuositarkastuksesta 31.3.2024 päättyneeltä kolmen kuukauden jaksolta, sisältäen tilintarkastamattomat vertailutiedot 31.3.2023 päättyneeltä kolmen kuukauden jaksolta.

Seuraavassa taulukossa esitetään YIT:n keskeisiä tunnuslukuja ilmoitettuina päivinä ja ajanjaksoina:

	31.12. päättynyt vuosi		31.3. päättynyt kolmen kuukauden jakso	
	2023	2022	2024	2023
(miljoonaa euroa, ellei toisin ilmoitettu)	(tilintarkastettu, ellei toisin ilmoitettu)		(tilintarkastamaton)	
<b>KESKEISET TUNNUSLUVUT</b>				
Liikevoitto	51	102	-8	-7
Korollinen nettovelka	795 <sup>1)</sup>	615 <sup>1)</sup>	768	837
Velkaantumisaste, %	94 <sup>1)</sup>	70 <sup>1)</sup>	89	101
Korkokate	1,3 <sup>1)</sup>	7,1 <sup>1)</sup>	1,0	4,8
Sitoutunut pääoma	1,618 <sup>1)</sup>	1,489 <sup>1)</sup>	1,591	1,672
Liiketoiminnan nettorahavirta	-139	-279	-26	-210
Investointien nettorahavirta	2	-6 <sup>1)</sup>	26	-7
Rahoituksen nettorahavirta	57	100 <sup>1)</sup>	140	84

<sup>1)</sup> Tilintarkastamaton.

### *Mitkä ovat Liikkeeseenlaskijaan liittyvät olennaiset riskit?*

- YIT:n toimintamaiden talouden, poliittisen ympäristön ja rahoitusmarkkinoiden epävarmuudet ja epäsuotuisa kehitys sekä Venäjän käynnissä oleva hyökkäys Ukrainaan voivat vaikuttaa olennaisen haitallisesti YIT:n liiketoimintaan ja asiakkaisiin, liiketoiminnan tulokseen, taloudelliseen asemaan, maksuvalmiuteen sekä pääoman saatavuuteen.
- Suomen talouden ja rahoitusmarkkinoiden muutokset voivat vaikuttaa YIT:n liiketoimintaan ja asiakkaisiin sekä liiketoiminnan tulokseen.
- Inflaation ja korkotason muutokset ovat vaikuttaneet ja voivat vaikuttaa YIT:n liiketoimintaan ja asuntojen sekä kiinteistöjen hintaan ja kysyntään.
- YIT ei välttämättä kykene pitämään liiketoimintaansa kannattavana tarjousprosessien, projektinhallinnan tai hankesopimusten laadinnan epäonnistumisen vuoksi.
- Muutokset YIT:n asiakkaiden toimitilakysynnässä ja kuluttajaliiketoiminnan operatiivisessa ympäristössä sekä asuntojen kysynnässä voivat kokonaisuudessaan vähentää asuntojen, uusien toimitilojen ja toimitilarakentamisen kysyntää.
- YIT:n kiinteistöjen ja muun vaihto-omaisuuden arvo voi vaihdella ja/tai YIT ei välttämättä pysty kehittämään ja myymään kiinteistöjä järkevään hintaan tai lainkaan.
- YIT ei välttämättä saa rahoitusta tai takauksia kilpailukykyisin ehdoin tai lainkaan eikä välttämättä pysty noudattamaan rahoitusjärjestelyistä johtuvia velvoitteitaan.
- YIT altistuu maksuvalmius- ja rahoitusriskeille, joka voi vaikuttaa YIT:n kykyyn rahoittaa liiketoimintaansa.
- Epäonnistunut pääoman ja sijoitusten hallinta voi vaikuttaa YIT:n kykyyn rahoittaa liiketoimintaansa ja täyttää taloudelliset kovenantinsa, jolla voi olla olennaisen haitallinen vaikutus YIT:n liiketoimintaan, liiketoiminnan tulokseen ja taloudelliseen asemaan.

### **Keskeiset tiedot arvopapereista**

#### *Mitkä ovat arvopapereiden keskeiset ominaisuudet?*

Velkakirjat ovat Liikkeeseenlaskijan suoria, vakuudellisia, ei-alisteisessa asemassa olevia, ehdottomia ja takaamattomia velvoitteita (“**Velkakirjat**” tai “**Velkakirjalaina**”), jotka ovat samanarvoisia keskenään ja jotka ovat etuoikeusjärjestyksessä vähintään samalla sijalla Liikkeeseenlaskijan vakuudettomien ja ei-alisteisessa asemassa olevien velvoitteiden kanssa, lukuun ottamatta niitä velvoitteita, joilla on etuoikeus pakottavan lain nojalla. Velkakirjat rekisteröidään Euroclear Finland Oy:n ylläpitämään CSD-järjestelmään eikä niistä anneta fyysisiä velkakirjoja. Velkakirjojen ISIN on FI4000571278. Velkakirjojen valuutta on euro. Velkakirjojen arvo-osuuden yksikkökoko on 1.000 euroa ja niiden yhteenlaskettu nimellisarvo on 100 miljoonaa euroa. Velkakirjoja lasketaan liikkeeseen yhteensä 100.000

kappaletta. Liikkeeseenlaskija voi Velkakirjojen ehtojen mukaisesti myöhemmin laskea liikkeeseen uusia velkakirjoja, joiden ehdot ovat vastaavat kuin Velkakirjojen. Velkakirjojen eräpäivä on 18.6.2027 (“**Eräpäivä**”).

Liikkeeseenlaskija ja tietyt konserniyhtiöt ovat antaneet ensisijaiset vakuudet Velkakirjojen alaisista vastuista (“**Vakuudet**”) vakuussopimusten alla (“**Vakuussopimukset**”). Vakuudet turvaavat myös merkittävää osaa Liikkeeseenlaskijan muista vastuista ja muiden muassa Liikkeeseenlaskijan, tiettyjen alkuperäisinä RCF-lainantajina toimivien rahoitusosapuolien, tiettyjen määräaikaislainan alkuperäisinä lainantajina toimivien rahoitusosapuolien, Velkakirjojen haltijoiden agenttina toimivan Intertrust (Finland) Oy:n, 2026 Velkakirjojen (kuten määritelty alla) haltijoiden agenttina toimivan Intertrust (Finland) Oy:n, liikkeeseenlaskuagenttina toimivan OP Säilytys Oy:n, vakuusagenttina toimivan Nordic Trustee Oy:n ja alivakuusagenttina toimivan Nordic Trustee & Agency AB (publ):n välillä solmitun velkojien välisen sopimuksen (“**Velkojien Välinen Sopimus**”) ehtojen mukaisesti Velkojien Väliin Sopimukseen voi liittyä lisää velkojia, jolloin Vakuussopimusten turvaamien velvoitteiden määrä voi lisääntyä. Velkojien Väliin Sopimuksen mukaan Vakuudet on pantattu ensimmäisellä etusijalla Liikkeeseenlaskijan aikaisemmin liikkeelle laskeman alkuperäisesti vakuudettoman kiinteäkorkoisen 100,000,000 euron vuonna 2026 erääntyvän joukkovelkakirjalainan (“**2026 Velkakirjat**”), muiden muassa tiettyjen alkuperäisinä luottolimiittilainantajina toimivien rahoitusosapuolien ja Liikkeeseenlaskijan välillä alun perin 22.6.2021 solmitun 300.000.000 euron luottolimiittisopimuksen (sellaisena kuin se on ajoittain muutettuna ja oikaistuna), muiden muassa tiettyjen määräaikaislainan alkuperäisinä lainantajina toimivien rahoitusosapuolien ja Liikkeeseenlaskijan välillä alun perin 21.11.2023 solmitun 140.000.000 euron määräaikaislainasopimuksen (sellaisena kuin se on ajoittain muutettuna ja oikaistuna) (kukin erikseen “**Rahoitusjärjestely**”) ja Velkakirjojen alaisten vastuiden sekä millekään muulle Velkojien Väliin Sopimukseen liittyneelle velkojalle olevien vastuiden maksamiseksi ja Vakuuksien realisoinnin yhteydessä saatavat varat käytetään 2026 Velkakirjojen, Rahoitusjärjestelyiden mukaisten velvoitteiden, Velkakirjojen ja muille Velkojien Väliin Sopimukseen liittyneille velkojille olevien velvoitteiden takaisinmaksuun *pari passu* ja *pro rata* ilman keskinäistä etuoikeusjärjestystä Velkojien Väliin Sopimuksessa sovitun maksunsaantijärjestyksen mukaisesti.

Velkakirjat laskettiin liikkeeseen 100 prosentin emissiohintaan. Velkakirjoille maksetaan vaihtuvakorkoista 3 kuukauden euribor-korkoa lisättyinä 7,50 prosentin vuotuisella marginaalilla. Velkakirjoille kertyvä korko maksetaan neljännesvuosittain alkaen 18.9.2024 ja tämän jälkeen 18.12., 18.3., 18.6. ja 18.9. kunakin vuonna (“**Koronmaksupäivä**”) 18.6.2027 asti. Velkakirjojen kulloinkin maksamatta olevalle pääomalle kertyy korkoa kultakin korkokaudelta korkokauden ensimmäinen päivä mukaan lukien ja korkokauden viimeiseen päivään saakka. Ensimmäinen korkokausi alkaa 18.6.2024 ja päättyy ensimmäistä Koronmaksupäivää edeltävänä päivänä. Kukin seuraava korkokausi alkaa edeltävänä Koronmaksupäivänä ja päättyy seuraavaa Koronmaksupäivää edeltävänä päivänä. Viimeinen korkokausi päättyy Velkakirjojen takaisinmaksupäivänä. Velkakirjojen haltijat käyttävät Velkakirjalainaan liittyvää päätösvaltaansa velkakirjalainanhaltijoiden kokouksessa tai kirjallisessa päätöksentekomenettelyssä. Tällaisissa kokouksissa tai kirjallisessa menettelyssä tehdyt päätökset sitovat kaikkia Velkakirjojen haltijoita mukaan lukien Velkakirjojen haltijoita, jotka eivät osallistuneet asianomaiseen kokoukseen ja äänestäneet asianomaisessa kokouksessa tai osallistuneet kirjalliseen menettelyyn, ja Velkakirjojen haltijoita, jotka äänestivät enemmistöä vastaan.

Velkakirjoille on asetettu tiettyjä kovenanteja, kuten panttauskielto, kovenanti koskien luovutuksia, omavaraisuusaste (“maintenance”-perusteinen), korkokate (ns. “incurrence”-testi), rajoitukset koskien lisävelkaantumista, rajoitukset koskien osingonjakoa, ja sitoumukset Velkakirjojen haltijoiden edustajalle.

Liikkeeseenlaskijan tulee lunastaa kaikki liikkeeseenlasketut Velkakirjat niiden yhteenlasketun pääoman määräisinä Eräpäivänä, ellei Liikkeeseenlaskija ole maksanut tai lunastanut Velkakirjoja ennaikaisesti ennen Eräpäivää vapaaehtoisella lunastuksella, käyttämällä mahdollisuutta lunastaa jäljellä olevat Velkakirjat, sen johdosta, että Velkakirjojen haltijat ovat vaatineet Velkakirjojen ennaikaista takaisinmaksua eräännyttämisperusteeksi määritellyn sopimusrikkomuksen johdosta tai muutoin Velkakirjojen ehtojen mukaisesti tai ostanut Velkakirjoja takaisin “Change of Control Event” tai “Demerger Event” -tapahtuman johdosta Velkakirjojen ehtojen mukaisesti.

Velkakirjat ovat vapaasti vaihdettavissa sen jälkeen, kun ne ovat rekisteröity arvo-osuustilille.

### ***Missä arvopapereilla tullaan käymään kauppaa?***

Velkakirjojen ottamisesta kaupankäynnin kohteeksi pörssilistalle tehdään hakemus Nasdaq Helsinki Oy:lle (“**Nasdaq Helsinki**”).

### ***Mitkä ovat arvopapereihin liittyvät keskeiset riskit?***

- Sijoittajat voivat menettää Velkakirjoihin tekemänsä sijoituksen.
- Liikkeeseenlaskija ei välttämättä kykene rahoittamaan Velkakirjalainojen takaisinostoa “Change of Control Event” tai “Demerger Event” -tapahtumien tai Velkakirjojen eräännyttämisen seurauksena.

- Liikkeeseenlaskija voi ilman Velkakirjojen haltijoiden suostumusta fuusioitua tytäryhtiöidensä kanssa, myydä omaisuuseriä tai muutoin toteuttaa sellaisia merkittäviä järjestelyjä, joilla voi olla haitallinen vaikutus Velkakirjoihin ja Velkakirjojen haltijoihin.
- YIT voi velkaantua lisää ilman Velkakirjojen haltijoiden suostumusta.
- Muutos koskien Velkakirjojen ehtoja, kuten esimerkiksi muutos koskien Liikkeeseenlaskijaa tai muutos koskien Velkakirjojen korkoa tai nimellisarvoa, sitoo kaikkia Velkakirjojen haltijoita.
- Vakuudet eivät välttämättä riitä kattamaan kaikkia niitä velvoitteita, joille ne toimivat vakuutena.

## **Keskeiset tiedot arvopapereiden ottamisesta kaupankäynnin kohteeksi säännellyllä markkinalla**

### ***Mitkä ovat arvopaperiin sijoittamisen edellytykset ja aikataulu?***

Velkakirjat tarjottiin merkittäviksi book-building-menettelyssä 11.6.2024 ja vähimmäismerkintänä oli 100.000 euroa. Velkakirjoja ei ole tarjottu, eikä tulla tarjoamaan, yleisölle. Velkakirjat laskettiin liikkeeseen 18.6.2024. Velkakirjojen ottamisesta kaupankäynnin kohteeksi Nasdaq Helsingin pörssilistalle jätetään hakemus ja Velkakirjat odotetaan otettavan kaupankäynnin kohteeksi 20.6.2024 alkaen.

Velkakirjat voidaan rekisteröidä haltijan nimiin arvo-osuustilille ja Velkakirjat ja niiden omistusoikeus on siirrettävissä ja omistusoikeus merkittävässä vain arvo-osuustilin kautta.

Liikkeeseenlaskijan arvio sille Velkakirjojen liikkeeseenlaskusta ja listalleotosta aiheutuvista kustannuksista on yhteensä noin 2,6 miljoonaa euroa (sisältäen kulut ja palkkiot liittyen Velkakirjojen liikkeeseenlaskuun tarvittavaan 2026 Velkakirjoihin liittyvään suostumusten hakumenettelyyn). Liikkeeseenlaskija ei veloita palkkioita tai muita maksuja sijoittajalta. Tilinhoitajayhteisöt voivat veloittaa oman hinnoittelunsa mukaisia palkkioita merkinnästä, tilien avaamisesta, tilien ylläpitämisestä tai muista Velkakirjojen hallintaan liittyvistä järjestelyistä.

### ***Miksi tämä Esite on laadittu?***

Tämä Listalleottoesite on laadittu Velkakirjojen listalleottoa varten. Liikkeeseenlaskija tulee käyttämään Velkakirjalainasta saamansa varat, liikkeeseenlaskusta aiheutuvien kulujen vähentämisen jälkeen, YIT:n huhtikuussa 2024 päivätyn vihreän rahoituksen viitekehyksen (Green Finance Framework) mukaisesti vihreiden hankkeiden tai omaisuuserien rahoittamiseen tai uudelleenrahoittamiseen tai muutoin kyseisen viitekehyksen mukaisesti. Liikkeeseenlaskija tulee käyttämään Velkakirjalainasta saamansa varat sen 140.000.000 euron määräaikaissopimuksen alaisen lainan takaisinmaksuun 40.000.000 euron määrällä ja sen 300.000.000 euron luottolimiittisopimuksen alaisen lainan takaisinmaksuun ja peruuttamiseen 50.000.000 euron määrällä. Jäljellä oleva määrä varoista allokoidaan rahavaroihin ja transaktiokuluihin.

Liikkeeseenlaskijan arvio liikkeeseenlaskusta kerättävien varojen nettomäärästä, kulujen ja palkkioiden vähennysten jälkeen (sisältäen kulut ja palkkiot liittyen Velkakirjojen liikkeeseenlaskuun tarvittavaan 2026 Velkakirjoihin liittyvään suostumusten hakumenettelyyn), on noin 97,4 miljoonaa euroa.

### ***Olennaiset intressit***

Pääjärjestäjien (Danske Bank A/S, Nordea Bank Abp, OP Yrityspankki Oyj, Skandinaviska Enskilda Banken AB (publ) ja Swedbank AB (publ)) (**“Pääjärjestäjät”**) intressit ovat tavanomaiset liiketaloudelliset intressit rahoitusmarkkinoilla. Liikkeeseenlaskija maksaa Pääjärjestäjille palkkion Velkakirjojen tarjoamisesta ja liikkeeseenlaskusta. Nykyinen velka, joka uudelleenrahoitetaan Velkakirjojen liikkeeseenlaskusta kerättävillä varoilla, voi sisältää Pääjärjestäjien ja/tai niiden kanssa samaan konserniin kuuluvien yhtiöiden ja/tai niiden lähipiiriyhtiöiden antamaa velkaa. Pääjärjestäjät ovat Velkojen Väliisen Sopimuksen osapuolia määräaikaissainan alkuperäisinä lainanantajina ja/tai alkuperäisinä RCF-lainanantajina ja Danske Bank A/S, Nordea Bank Abp ja OP Yrityspankki Oyj toimivat 2026 Velkakirjoihin liittyvän suostumusten hakumenettelyn solisitaatioagenteina. Lisäksi Danske Bank A/S toimi ainoana neuvonantajana huhtikuulle 2024 päivätyn vihreän rahoituksen viitekehyksen laatimisessa.

Lisäksi Pääjärjestäjät ja niiden kanssa samaan konserniin kuuluvat yhtiöt ja/tai niiden lähipiiriyhtiöt ovat tarjonneet ja saattavat tulevaisuudessa tarjota Liikkeeseenlaskijalle sijoitus-, vakuutus, pankki- ja/tai muita palveluita osana tavanomaista liiketoimintaansa, joista ne ovat saaneet, tai tulevat saamaan, tavanomaiset palkkiot ja kulukorvaukset. Pääjärjestäjät ja niiden kanssa samaan konserniin kuuluvat yhtiöt ja/tai niiden lähipiiriyhtiöt ovat myös osana tavanomaista liiketoimintaansa toimineet järjestäjinä tai lainanantajina Liikkeeseenlaskijan ja sen lähipiiriyhtiöiden lainasopimuksissa sekä erilaisissa rooleissa osakkeiden ja vakuudettomien velkakirjojen liikkeeseenlaskuissa, joista ne ovat saaneet, tai tulevat saamaan, tavanomaisia korkoja, palkkioita ja kulukorvauksia.

## RISK FACTORS

*An investment in the Notes involves a number of risks, many of which are inherent to YIT's business and could be significant. Investors considering investment in the Notes should carefully review the information contained in this Listing Prospectus and, in particular, the risk factors described below. The following description of risk factors is based on information known and assessed on the date of this Listing Prospectus and, therefore, is not necessarily exhaustive. Some of these factors are potential events that may or may not materialise. Should one or more of the risk factors described herein materialise, it could have a material adverse effect on YIT's business, financial condition, results of operations and prospects, and, therefore, the Company's ability to fulfil its obligations under the Notes as well as the market price of the Notes. YIT also faces many of the risks inherent to its industry as well as YIT's customers and co-operation partners and additional risks not currently known or not currently deemed material that could also have a material adverse effect on YIT's business, financial condition, results of operations and prospects. The market price of the Notes could decline due to the realisation of these risks, and investors could lose a part or all of their investment.*

*The risk factors presented herein have been divided into seven categories based on their nature. These categories are:*

- *risks relating to YIT's operating environment;*
- *risks relating to YIT's business operations;*
- *risks relating to YIT's legal and regulatory environment;*
- *risks relating to YIT's financial condition and financing;*
- *risks relating to the Notes as debt of the Issuer;*
- *risks relating to the marketability of the Notes;*
- *risks relating to the status and form of the Notes; and*
- *risks relating to the Common Transaction Security.*

*Within each category, the risk factor estimated to be the most material on the basis of an overall evaluation of the criteria set out in the Prospectus Regulation is presented first. However, the order in which the risk factors are presented after the first risk factor in each category is not intended to reflect either the relative probability or the potential impact of their materialisation. The order of the categories does not represent any evaluation of the materiality of the risk factors within that category, when compared to risk factors in another category.*

*The capitalised terms used in this section have the same meaning as defined in the Terms and Conditions of the Notes.*

### **Risks relating to YIT's Operating Environment**

***Uncertainties and adverse developments in the economy, political environment and financial markets in YIT's operating countries, and Russia's ongoing invasion of Ukraine could have a material adverse effect on YIT's business and customers, results of operations, financial position and liquidity, as well as the availability of financing.***

In recent years, the general economic, political and financial market conditions in Europe and other parts of the world have undergone significant volatility. This has been a result of, among others, instability in the banking sector and Russia's ongoing invasion of Ukraine. YIT is particularly exposed to macroeconomic conditions affecting Northern Europe, the Baltics and central Eastern European region.

The market conditions have been, and are likely to continue to be, affected by the varying pace of economic growth and increased debt levels globally, the monetary policy changes in the United States and European Union (the "EU"), and the volatile global energy prices. Geopolitical events and crisis, such as Russia's ongoing invasion of Ukraine, economic sanctions imposed by the United States and the EU against certain Russian individuals and entities, and continuing trade tensions along with global changes in trade policies, including protectionist initiatives such as new or higher tariffs have also caused, and are likely to continue to cause, uncertainty in the markets and concern about the development of the global economy. If the economic problems or uncertainties in Europe and globally continue or worsen, this may lead to some European countries leaving the Eurozone or to the break-up of the entire Eurozone, resulting in adversity in the economic conditions of Europe. As a result of these or other geopolitical tensions or political developments, such as the risk of spreading of war in Ukraine, market uncertainty and volatility could increase.

The escalation of Russia's ongoing invasion of Ukraine has led to and may continue to lead to unpredictable effects for YIT. In addition to general supply chain challenges caused by, among others, the COVID-19 pandemic, the crisis in Ukraine

and conflicts in Middle East have further affected the availability and price of key materials (such as rebars, timber and pre-cast elements), energy and workforce. The reduction of the Ukrainian workforce has an effect on YIT especially in central Eastern Europe.

A weakening of Europe's economic conditions, the unfavourable trend in the global economy and persistent uncertainty in the financial markets have had and could continue to have an unfavourable effect on YIT's financing expenses and the availability of debt and equity financing in construction and real estate sectors, which has been and may continue to be reflected in demand for construction services and housing, among other things. Moreover, YIT may not necessarily be able to exploit all the opportunities offered by economic cycles, or YIT could fail to adapt its business to a long-term economic downturn or stagnation. It is difficult to predict the trend in market conditions because it is influenced by macro-level changes in the financial markets and many other factors, including, among others, the stock, bond and derivative markets and measures taken by various administrative and regulatory authorities and central banks, which YIT cannot influence. Uncertainty remains high in the global markets, and it cannot be ruled out that the global economy could fall into a long-lasting recession, or even depression.

Economic slowdowns or recessions and the uncertainty prevailing on the global financial markets might adversely affect YIT's business in a number of ways, including its orders, order book, sales, net income and cash flow. Ongoing and any increased political uncertainty, escalation of geopolitical tensions or economic slowdowns or recessions might lead to disruptions in YIT's operations. The materialisation of any of the aforementioned risks could have a material adverse effect on YIT's business, financial position, results of operations and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***Changes in the Finnish economy and financial markets could affect YIT's business and customers, and results of operations.***

Finland accounts for a significant share of YIT's business, which highlights the significance of Finland's economic development for YIT's business. In 2023, Finland represented 74 per cent of the total revenue of the Company. The construction sector is cyclical in nature and its volumes and profitability vary as a result of economic conditions, the amount of investments in real estate and other factors. A lower or negative level of general economic activity or, in particular, investments made in fixed assets could have material adverse effects on the overall demand and profitability of the construction sector. Moreover, the interest rate level, consumer and business confidence, vacancy rates in properties and the unemployment rate all have an effect on the construction and real estate market, the effect of which may cause the demand for YIT's services and products to decrease. Construction projects commissioned by the public sector, such as the state or municipalities, are also dependent on the amount of public spending and tax revenue, as well as on political decisions. Difficulties in financing infrastructure investments, especially in the municipal sector, may also negatively impact the demand for YIT's services and products. The prolonged poor condition of public finances, both on the state and municipal level, may continue to limit spending on the construction of infrastructure and the related maintenance, which could diminish overall demand for these business areas in Finland.

Construction activity depends especially on companies' confidence in the general trends in the economy and the prospects of their business as well as consumers' confidence in their own finances. When the cyclical outlook weakens, demand for housing and business premises declines. As a result, the prices and rents of business premises and housing may also decline. Finnish businesses have in general been adversely affected by the uncertain economic and financial market conditions experienced in the recent past. Such economic uncertainty may have a negative effect on the availability of financing for YIT as well as for YIT's customers, which may decrease the demand for YIT's products and services and thereby, could have an adverse effect on YIT's sales.

General market conditions combined with banks' stringent lending terms, longer selling periods for apartments and the general uncertainty over the economy have lengthened and may continue to lengthen selling times and reduce demand for housing, especially outside growth centres. The outlook for building construction growth for different regions in Finland has also diverged, as demand for building construction in recent years has generally been weaker outside growth centres and especially in the northern and eastern parts of the country. Moreover, an increased supply and slowdown of population growth or depopulation may have a negative impact on the residential demand locally. Slowdown of the Finnish economy, demographic changes and indebtedness of the public sector may cause the consumer purchasing power and the general confidence in the economy to decrease, which could have a negative impact on the housing demand. As for non-residential construction, the vacancy rate for business premises in Finland is expected to further increase and demand for new business premises has remained relatively low due to slow economic growth and optimisation by tenants relating to, among others, increased flexibility with respect to remote working. Disruptions or significant changes in project financing and housing company loans (related to e.g. financial market, availability, accounting treatment, or other matters) can affect YIT's ability to finance construction-time costs and have indirect impacts on customer demand, especially in the consumer market.

Any decline in demand of housing construction or infrastructure construction, adverse economic conditions and any of the aforementioned changes may impact YIT's business in a number of ways. Such impacts may include a decrease in YIT's sales, difficulty in obtaining financing or obtaining financing with reasonable cost, which in turn could affect YIT's profitability and financial condition. Adverse economic and financial conditions in Finland could have a material adverse

effect on YIT's business, financial position, results of operations and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***Changes in inflation rates and interest rates have had and may continue to have an impact on YIT's business and price of as well as demand for apartments and properties.***

Increases in global inflation rates and the interest rates on the financial markets have impacted and may continue to impact the economic activity and investment decision-making of YIT's customers due to their weakening financial situation and purchase power and through the Company's customers' willingness to invest or their ability to obtain financing. Higher price levels and market interest rates have reduced and may continue to reduce consumer confidence and consumers' disposable income resulting in weaker demand in housing markets. Reduced economic activity, increased cost of debt and postponed decisions on investments have affected and may continue to adversely affect the price of and demand for projects implemented by YIT, such as business premises and housing, and thereby, on YIT's business. Inflation, interest rates and economic activity may also have impact on parameters used for the valuation of YIT's assets. Reduced demand, and any subsequent fall in prices of apartments and properties, have had and may continue to have a negative impact on YIT's net sales, profitability, cash flow, liquidity and, for example, whether the Company is able to meet the covenants for its financing agreements or obtain financing for new construction projects. Any increases in market yield requirements may in turn lead to decreases in sales value of real estate.

***The operating environment in the central Eastern European markets contain political, economic and legal risks which, if realised, could have a material adverse effect on YIT.***

YIT has operations in eight countries, including certain markets in central Eastern Europe, such as the Baltic countries, Poland, the Czech Republic and Slovakia. Russia's ongoing invasion of Ukraine has caused significant tensions and uncertainties in the area since it began in February 2022. Additionally, certain of the central Eastern European countries may be exposed to somewhat higher political, economic and social uncertainty than countries with more established institutional structures, as well as to a risk of losses due to potential changes in legislation, actions and interpretations taken by authorities, economic or other material factors. In central Eastern European countries, the markets of residential premises have grown, which, however, has started to show as a lack of production resources and increase in cost pressure. The availability of resources needed for the increased production volume might prevent increasing the production as planned and Russia's invasion of Ukraine has disrupted supply chains through its effect on the availability of building materials. Slower economic growth in certain of the central Eastern European countries may have a negative impact on the demand for homes and business premises. In the Baltic countries, demand for infrastructure construction and paving is largely linked to the availability of EU's project funding. Cuts in EU funding could thus have a material adverse effect on the market situation in the region. Additionally, political uncertainty and prolonged economic sanctions against certain Russian individuals and entities could have a material adverse effect on the confidence of consumers on the economy in the Baltic countries and thereby on demand of housing in the Baltic countries. This in turn could decrease the demand for YIT's products and services as well as its profitability.

The most significant risks to operations and investments in the central Eastern European markets are risks that relate to imposing export restrictions or restrictions on currency trading, inflation as well as changes in tax legislation and enforcement procedures and inconsistent legislative procedures, coupled with an unpredictable building permit process. This in turn could have a material adverse effect on housing production in the central Eastern European countries. YIT may fail to maintain close dialogue with authorities in order to ensure handovers and the processing of permits which could lead to delays in projects. This in turn could negatively impact YIT's invoicing, revenue, operative cash flow and profitability. Furthermore, the realisation of any of the above-mentioned risks could materially diminish or completely remove the benefits gained by YIT from operating in these markets which could have a material adverse effect on YIT's business, financial position, results of operations and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***Changes in the competitive situation in the Nordic infrastructure construction market could have a negative impact on YIT.***

The growing infrastructure construction market in the Nordics has attracted several large construction companies from Central and Southern Europe, and increased price competition and competition for workforce. Some of YIT's competitors benefit from a larger size and stronger financial resources than YIT and as a result may be able to undertake larger-scale projects and take greater risks in their business compared to YIT. Competitors larger than YIT may also have, among other things, better recognition and benefit from greater economies of scale than YIT, in addition to which larger size may serve as a marketing advantage. It is also possible that new companies will enter the construction services market, which would further increase competition. YIT's failure to offer attractive solutions and competitive prices as well as recruit and retain skilled personnel in these markets could have a material adverse effect on YIT's ability to manage the ongoing projects, win new customers and maintain its competitiveness in respect of its employees on the one hand and its customers on the other.



Price competition may also have an adverse effect on YIT's business if the economic situation worsens. During an economic downturn or recession, the price level of construction services, either locally or for specific types of contracts, may fall so low that the price of the contract will not cover its total costs. It is also possible that YIT fails in estimating its costs when entering into project agreements, which may cause losses in profit.

Failure by YIT to increase or keep its volume of business operations or profit margin may have an adverse effect on YIT's business, financial condition, results of operations and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***Construction is a regulated industry, and changes in legislation concerning YIT's business operations as well as developments in case law may be unfavourable for YIT.***

Construction is a regulated industry, and the predictability of the legal operating environment is essential for YIT. Authorities, such as municipalities, have the jurisdiction to prepare plans for land use that steer construction companies' operations. Construction work may commence only after the necessary permits have been obtained from the authorities. In addition, the actual construction work entails cooperation with various authorities and inspections to be carried out by such authorities at different stages of construction. There are no guarantees that the authorities will grant YIT the permits it needs or that permit decisions, as a result of potential complaints, are not overturned or amended in a way that is unfavourable for YIT's business. Unfavourable administrative decisions or decisions made in any administrative court as well as prolonged permit procedures including hearing and complaint processes may make it more difficult to execute projects, delay their timetables or even result in their cancellation, or result in write-downs of the assets included in YIT's statement of financial position. These risks may have a material adverse effect on YIT's business, financial position and results of operations. Changes in legislation, official regulations or case law pertaining to land use and construction or changes in the interpretations of such provisions in an unfavourable manner for YIT, or a deterioration of YIT's reputation in the eyes of the authorities, or unfavourable official proceedings may slow down the progress of projects, have a negative impact on net debt, increase the need for equity or debt financing or prevent additional funding from being realised. For further information on risks relating to regulation and legal proceedings, see “– *The materialisation of risks related to regulation and legal proceedings as well as corporate governance could have a material adverse effect on YIT's business and results of operations through increased costs, claims and damages payable by YIT*” below. Materialisation of any of the aforementioned risks could have a material adverse effect on YIT's business, financial position, results of operations, reputation and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***The construction sector may be inflicted by a lack of competent personnel in some of YIT's operating areas.***

The construction sector in Finland may be inflicted by a lack of competent workforce, especially in the project management and planning positions and competition for skilful workforce is tough. Additionally, there may be competition for operative workforce in Finland. Such lack of competent workforce in some or all of YIT's operating areas may arise especially following an increase in the demand in the construction sector or the reconstruction in Ukraine both resulting in an increase in demand and competition of competent workforce especially in the CEE countries. Previously YIT has reacted to the lack of competent workforce by further educating its employees to supervisors, employing, e.g., approximately 670 summer trainees in 2023 and transferring routine tasks done by professionals of the construction sector to professionals of other sectors. Despite this, there is no guarantee that YIT would be able to retain the necessary personnel and employees or be able to recruit new skilled personnel. Additionally, contractual parties set requirements for the competence and other qualifications of employees, for example Finnish language skills, due to which the lack of workforce cannot always be compensated with foreign subcontractors. On the other hand, competent employees are not necessarily willing to move with projects to different places. Due to current lower activity in the construction sector, competent workforce may switch to other sectors which may result in a lack of competent workforce in the construction sector once activity increases. The attractiveness of the construction sector may also diminish in the future among potential students, which may also result in a lack of competent new workforce within the industry. The lack of competent personnel may lead to delays and increased costs in projects, an inability to start new projects and failures to meet requirements set by customers and counterparties, which may in turn lead to penalties and cost overruns.

The availability of workforce in the Nordics has previously been affected especially by growing infrastructure construction market which has attracted several large construction companies from Central and Southern Europe to the markets and increased price competition as well as competition for workforce (for further information, see “– *Changes in the competitive situation in the Nordic infrastructure construction market could have a negative impact on YIT*” above). The lack of competent personnel in any YIT operating country may increase employment expenses, tighten the competition between the companies operating in the sector, reduce contractual profit margins, prevent from participating in contract tenders and complicate growth, and there are no guarantees that the measures of YIT to manage these risks are successful.

The lack of competent personnel, and the associated risks mentioned above, especially in Finland or other operating regions of YIT may have a material adverse effect on YIT's business, financial position, results of operations and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

## **Risks relating to YIT's Business Operations**

***YIT may not necessarily be able to maintain the profitability of its business due to failures in tendering processes, project management or preparation of project contracts.***

The profitability of YIT's projects may be affected by several factors, such as competition in the tendering process or in the selling of apartments, efficient tendering process management, the size and complexity of projects, the projects' financing costs, the availability of skilled project managers and other key personnel, volatility and availability in the raw material prices and general cost inflation, customers' potential requests for modifications and potential delays in project timetables.

YIT's results of operations is largely dependent on successful project management, which includes, for example, a reliable determination of overall costs that requires estimation of YIT's management, determination of quantity information and conditions, successful pricing, optimal use of resources, careful project planning and scheduling, the ability to procure raw materials at a competitive price, strict cost control, appropriate handling of modification requests and the execution of projects as agreed within the agreed timeframe, efficient and timely processing of compensation claims, as well as the management of sales risk in the Company's self-developed business. It is also possible that YIT fails in the preparation of project contracts, which may cause unexpected costs or other liabilities for YIT, for example, due to errors in timeframe estimates or unexpected construction stages or additional work. In addition, contractual terms limiting YIT's liability may be less effective than expected by YIT. It is also not possible to include comprehensive limitations of liability in all of the contracts YIT concludes, based on which individual contracts may include terms and conditions deviating from YIT's standard contract forms to the detriment of YIT. In addition, YIT's standard contract forms and general terms and conditions may be subject to project-specific changes required by YIT's individual customers, which exposes YIT to unforeseeable contractual risks. Such risks may result in YIT's profitability being heavily burdened by financial settlements regarding, for example, additional work. Moreover, the unexpected interpretations of contractual terms by the customers may lead to claims or disputes that cause in turn unexpected costs or other liabilities for YIT.

YIT is responsible for a substantial number of projects in all of its countries of operation. All projects involve technical and operational risks, and projects require continuous operational planning, steering and supervision, quality control as well as timetable and cost monitoring. Managing several projects requires that YIT's project management processes are effective, so that several overlapping internal teams and subcontractor networks can be managed simultaneously in, for example, technical work, design and construction. Furthermore, major business premises and infrastructure project may account for a significant share of YIT's expected operating profit in the coming years, which means that successful project management in the projects is integral.

Failures in tendering processes, project management or the preparation of project contracts in the aforementioned areas, for example, could have a material adverse effect on the profitability of projects and the time the gained revenue will be recorded. This could have a material adverse effect on YIT's business, financial position, results of operations, reputation and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***Changes in the demand for business premises and the requirements of YIT's customers and in the operating environment of the consumer business as well as in the demand for housing could decrease the overall demand for housing, new business premises and business premises construction.***

Electronic commerce is becoming more and more important for companies that operate in the consumer business. A part of YIT's customers may transfer their consumer businesses fully or partially online, which could reduce customers' needs for new business premises and have a material adverse effect on the demand for commercial properties. In addition, as expedited by the COVID-19 pandemic, the proliferation of open-plan offices and remote working may reduce demand for office premises. Moreover, changes in customer preferences and in competitor's offering pose risks related to the demand for the Company's products and services. In addition, YIT may not be able to meet its customers' and other stakeholders' expectations related to climate change (for further information, see “– *YIT may not necessarily be able to meet its customers' or other stakeholders' expectations or to comply with legal and regulatory requirements related to ESG and climate change which could have a material adverse effect on YIT's business and brand value*” below).

Additionally, several factors, such as the confidence of consumers in the general economic situation, the availability of financing and mortgages, inflation, threat of unemployment and interest rates and negative development of purchasing power may weaken the demand for housing, and thereby for YIT's products and services. Also, as already visible during the recent years, adverse changes in mortgage interest rates have had and may further continue to have a negative impact on the housing market, in addition to which the access to consumer mortgages may be delayed, which may in turn have an adverse effect on YIT's order book and revenue.

A decline in demand for new business premises and construction of business premises as well as consumer housing could have a material adverse effect on YIT's business, financial position, results of operations and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***The value of YIT's real estate properties and other inventory assets may fluctuate, and/or YIT may not be able to develop and sell properties at a financially reasonable price or at all.***

The fair value and market prices of real estate properties are affected by many factors, such as general and local economic conditions, interest rates, inflation expectations, GDP growth, private consumption, market rent, vacancy rates, real estate investors' return requirements and competition. In addition, urban planning and construction projects could have an impact on property values. The valuation of properties is based on assumptions that could prove incorrect, such as assumption on the future development of the real estate market, market return requirements and market rent. As at 31 March 2024, the book value of YIT's properties and other inventories was EUR 1,353 million. In 2023, YIT recognised inventory write-downs amounting to EUR 3 million and in 2022 EUR 1 million. In 2022, YIT recognised inventory write-downs related to discontinued Russian operations of EUR 137 million. Any incorrect assumptions used as a basis for estimates or incomplete estimates could lead to valuations that differ materially from a property's market value which could lead to write-downs of property values or to the postponement of revenue and profit from one quarter or year to another and thereby, have a negative impact on YIT's profitability. This in turn could have a material adverse effect on YIT's business, financial position, results of operations and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

Further, there are no guarantees that YIT will be able to develop and execute property sales at acceptable prices in the future. The postponement of the sale of real estate assets or their sale at a loss could impact YIT's ability to refinance certain financing arrangements in accordance with plans. The postponement of the sale of real estate assets or their sale at a loss could also slow down YIT's planned growth, which could have a material adverse effect on YIT's business, financial position, results of operations and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***YIT is exposed to the sales and price risks of self-developed residential and business premises construction and may fail in acquiring of building plots.***

Part of YIT's operations are implemented through self-developed projects. In construction projects concerning self-developed residential and business premises, YIT is solely responsible for the execution of the projects and the procurement and development of the plots. Plots are acquired from both the public and the private sector. Housing and business premises projects involve risks related to the acquisition, availability and geographical location of plots, the outcome of zoning, approvals by the authorities, infrastructure connections, environmental regulations, the management of capital and financing expenses, terms of payment, the contractual terms of plot acquisitions and other contract terms, as well as YIT's ability to sell the apartments and business premises. The efficiency of land acquisition and sufficiency of building rights may expose YIT to risks due to uncertainties outside the project, such as changes in legislation, construction-related requirements and other regulations and interpretations by the authorities as well as general market development. In line with the International Financial Reporting Standards adopted by the EU ("IFRS") requirements, YIT measures its land reserves at acquisition cost. The value of the land is reduced, if the value of the planned project does not exceed the sum of the acquisition cost and the construction costs. Additionally, if YIT plans to sell the plot instead of developing it, the acquisition cost of the plot is compared to the fair value of the plot, which could be lower than the acquisition cost resulting in a loss to YIT. In addition, some of the self-developed projects are built on plots owned by building plot funds, in which case YIT pays the funds rent for the plots and becomes exposed to risks related to long-term contractual liabilities. There are also no guarantees that YIT will, in the future, be able to acquire suitable sites for projects relating to repurposing of premises and to execute such projects according to its plans. YIT may also fail to predict demand, manage projects efficiently and conduct careful due diligence, which exposes YIT to the risk relating to plot acquisitions. If any of the aforementioned risks were to materialise, it could have a material adverse effect on YIT's business, financial position, results of operations and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

YIT is also exposed to the sales, leasing and price risks related to self-developed residential and business premises construction projects. Demand for housing and business premises projects is materially affected by factors such as the financing available for the customer and its cost. Tightening banking regulations and increasing inflation and interest rates have a negative effect on the demand for housing and business premises projects. In addition, plot procurement agreements concluded with the state or municipalities may in some cases include clauses obligating YIT to complete construction on the procured plot within a certain time period, regardless of the demand and pricing situation, in which case YIT's exposure to the demand and price risk is increased. Further, as certain plots and shares in certain companies which own plots are pledged as Common Transaction Security, *inter alia*, any disposal of such plots may not be possible or any utilisation of such plots in construction projects may be negatively affected in case the conditions for a security release under the Intercreditor Agreement would not be met.

Although new self-developed residential projects are mainly started if the site has a sufficient reservation rate or otherwise secured demand, the sales of unreserved apartments within the planned timeframe may be challenging. Unsold apartments tie up capital, which may have an unfavourable effect on YIT's financing position. As at 31 March 2024, YIT's completed apartments and real estate, including leased plots, amounted to EUR 435 million. YIT may also be forced to reduce the

selling prices of apartments, which has a negative impact on its results of operations. In the business premises market, cyclical fluctuations in the economy and economic development have a profound impact on the market as well as the demand for business premises, however, self-developed business premises projects may be sold to property investors at any stage of construction or thereafter. The existing reservation rates or demand are however no guarantees of purchasers being able to meet the terms of their commitment, or purchase intention, especially in an unstable economic situation. Tenants' (including anchor tenants') reputation, expected turnover rate and ability to pay rent, as well as the occupancy rate and rent level of leased sites, have an effect on property investors' cash flow outlook. Further, any increase in yield requirements may decrease sales value of the real estate. Together these factors affect property investors' willingness to invest in new projects.

Potential inability of YIT to sell or lease apartments or self-developed business premises projects, an increase in the customers' financing costs, problems with the procurement of plots, and depreciation of the value of plots or other property could have a material adverse effect on YIT's business, financial position, results of operations and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***Significant fluctuations in the prices of raw materials and the cost of energy or difficulties in the sourcing of raw materials and energy could have a material adverse effect on YIT's business, results of operations and profitability in the future.***

Changes in the availability and market prices of raw materials, such as concrete, steel and wood, used in YIT's business operations have a material impact on the profitability of its business, which is especially susceptible to a high inflation economic environment. In general, underproduction of raw materials reduces availability, potentially increasing the market price of the raw materials. The prices of raw materials or energy can also increase as a result of geopolitical tensions, global epidemics and pandemics causing delays in the production and availability of some components and materials due to business closings and government restrictions on travel, natural disturbances, problems with YIT's supply agreements or increase in demand due to the reconstruction in Ukraine. In addition, cost of non-renewable energy may increase due to efforts to mitigate climate change, such as carbon taxation.

A significant part of YIT's operating costs arises from the procurement of subcontracting services and construction materials. In long-term service contracts, YIT has committed to a certain service and price level. Thus, a rise in the procurement prices could have a negative effect on YIT's profitability. YIT aims to anticipate for the trend in costs by having prices linked to cost and commodity indexes and by hedging against price increase by using fixed procurement prices or commodity derivatives if appropriate. Whenever necessary, foreign exchange derivative contracts are also used to hedge procurements made in foreign currencies. These measures may not necessarily be sufficient or hedge YIT as intended. The availability of raw materials needed for construction may also be limited from time to time in certain geographical operating regions of YIT. In case of long-distance transportations, the transportation costs may represent a significant proportion of the raw materials' overall prices, and thus changes in the transportation costs could significantly impact their purchasing prices.

YIT's ability to timely pass price increases on to its customers through increases in the prices of its own products is dependent on several external factors, such as the negotiating power of YIT's largest customers. Moreover, due to specific contractual provisions, competitive pressures or other factors, there may be significant delays before any price increase can be put into effect. If the prices of raw materials rise significantly or there are significant interruptions in the supply of any raw materials, YIT may have to purchase its raw materials from alternative sources, which could have a considerable impact on YIT's ability to offer competitively priced products to its customers in a timely manner.

Should any of the aforementioned risks materialise, it could have, either individually or collectively with other risks, a material adverse effect on YIT's business, financial position, results of operations, reputation and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***YIT may not necessarily be able to complete its transformation program as planned or within the expected time frame, execute its strategy and optimise its operating model, or adapt it to changes in the operating environment, or the chosen or executed strategy may be wrong, which may have an adverse effect of YIT's profitability in the future.***

YIT's strategy for the years 2022–2025 – Creating sustainable success through sustainable living – was launched in November 2021. The objective of the strategy is to be the most reliable partner to all stakeholders delivering predictable, market-leading results. The strategy is executed through three strategic priority areas: Customers, Productivity, and Sustainability. For further information on YIT's strategy, see “*Description of YIT – Strategy*”. In February 2023, YIT introduced a transformation program to accelerate the implementation of the Company's strategy, focusing on improving the Company's performance and competitiveness, generating efficiency gains and cost savings, and increasing agility and customer focus. The new organisation structure consists of three business segments: Housing, Business Premises, and Infrastructure.

Successful execution of YIT's strategy depends on several factors, some of which are at least partially beyond the control of YIT. YIT may not necessarily be able to successfully execute its strategy in its main markets and achieve its financial

targets due to the market situation or a failure in the management of YIT. There are also no guarantees that the strategy chosen by YIT is the right one, that it will be effective and profitable, or that it will improve YIT's results of operations. The execution of the strategy may also cause increased costs and consume more management's resources and time than anticipated.

Further, YIT may not necessarily be able to successfully implement its transformation program and the new operating model design may prove to be inefficient when compared to the strategy execution, or the implementation of several structural and procedural changes at the same time may fail. The Company may also be unable to realise all the planned efficiencies, such as improved productivity and fixed cost savings, associated with the transformation program.

Costs related to pursuing YIT's strategy, or any failure in executing, changing or amending YIT's strategy, or a failure of the strategy itself, and the optimisation of the operating model of the Company, could have a material adverse effect on YIT's business, financial position, results of operations and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***Risks related to corporate acquisitions and divestments could have a material adverse effect on YIT.***

YIT aims to grow organically, in addition to which YIT may strive to develop its business through corporate acquisitions, divestments of businesses or other corporate transactions. As a part of YIT's transformation program, YIT has for example sold the entire share capital and the property of YIT Kalusto Oy in a transaction that was completed in February 2024, the Company's subsidiary providing in-house equipment services, to Renta Oy, a company operating in the equipment rental business. Corporate transactions may involve obligations and risks related to their nature or value. Risks related to the operations, financing, integration problems, market and macro-economic reasons and other factors could have a material adverse effect on YIT's business and financial position.

Secondly, in a situation where YIT could be pursuing acquisitions, there are no guarantees that it will be able to find suitable acquisition targets and execute the planned transactions. In case YIT aims to divest a part of its operations, there is a risk of a desirable purchaser cannot be found or that necessary regulatory or competition approvals cannot be obtained on commercially reasonable terms or at all, or that such divestments may have unexpected negative effects on YIT's other operations.

Thirdly, there can be no assurance that YIT will be able to finalise any such transaction within the required timeframe, at the desired price and commercial conditions, or at all, and there can be no guarantee that the integration of past or future acquisitions, and extraction of synergies, or the payment or other terms of past or future divestments will be materialised according to plan, that the counterparty to the transaction will fulfil its obligations under the transaction to YIT, or that the corporate transactions would not lead to materially adverse consequences due to the violations of the warranties and representations either given by or given to YIT. Expansion into new geographical regions through, for instance, corporate acquisition also involves the requirement to manage political, cultural and legal risks.

If corporate transactions are not realised as planned or within the anticipated timeframe or at all, or some of the other risks concerning corporate acquisitions presented above should materialise, it could reduce or delay the expected benefits of the transactions or exclude them entirely. This could have a material adverse effect on YIT's business, financial position, results of operations and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***Projects could be delayed, their scope could change during the construction stage or they could be cancelled for reasons beyond YIT's control.***

A part of YIT's business is based on projects in which YIT does not act as the developer and thus cannot influence on the decisions of the party ordering the construction work. Therefore, YIT is exposed to risks relating to project delays, changes in the scope of projects once the work has already started, disputes concerning the way how additional work and modifications are performed as well as costs or cancellation of projects. Should such risks materialise, it could lead to, for example, unrealised expected earnings, incorrect allocation of resources, exceeding of the budget and prolonged negotiations, disputes and processes for claims.

Delays in projects could impact YIT's invoicing, revenue, operative cash flow and profitability. The project projections on which YIT's financial reporting is based are estimates of the outcome of projects, which can pose a risk if the projection deviates significantly from the final outcome.

Project changes, delays or cancellations and their resulting impacts on the projects' profitability or delays in related income recognition could thus have a material adverse effect on YIT's business, financial position, results of operations and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***Individual construction projects can be very extensive and thus have a significant effect on the profitability of YIT's business.***

YIT is the largest<sup>1</sup> Finnish construction and development company and it operates also in Baltic and Central Eastern European countries. YIT is involved in the implementation of very large and complex projects from time to time. At the core of its business model is a continuous flow of development projects that covers design, construction, ownership and service delivery. Large development projects and construction contracts involve the same risks as smaller projects, but the risks can be remarkably extensive and they might concentrate, since the uncertainty over the outcome and liabilities of a project, as well as public interest, will grow along with the size of a project. Larger projects also involve a risk of increased monetary liabilities if a project is delayed or otherwise fails due to factors caused by YIT or which are beyond its sphere of influence. There is no assurance that tenants, investors and buyers are able to fulfil their commitments to YIT, especially in case of deterioration of economic development. In addition, the settlement of such liabilities in the last instance through official or legal means may be significantly more expensive than in smaller projects. Large development projects and construction contracts may also involve additional risks due to, among others, the complexity of design and construction, the influence of major stakeholders on the project, the availability of essential resources and financing, and safety and environmental factors.

Additionally, the profitability of a single major project may have a significant impact on YIT's profitability, and performance disruptions in such a project could result in substantial liabilities or costs. The current overall situation in the real estate market may lead to further significant changes in valuation, and due to increased inflation and interest rates and overall risk associated with real estate projects, the yield requirements of investors have increased, especially in shopping centres and office properties, which may decrease the related sales value.

Should YIT face problems in its major development projects or construction contracts caused by, for example, inadequate project management, or if such projects are delayed or cancelled, the materialisation of these and other aforementioned risks could have a material adverse effect on YIT's business, financial position, results of operations, reputation and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***YIT is dependent on its subcontractors and suppliers of materials and other products, as well as the quality of the materials and work delivered by them and the delivery time, and YIT may be held liable for faults caused by subcontractors.***

YIT is dependent on the suppliers of products and services needed for the execution of projects, especially in the infrastructure and building construction business. The subcontractor risk is especially emphasised in operating regions with a lower level of development, i.e. the Baltic countries and central Eastern Europe. Key suppliers consist of designers, subcontractors and suppliers of prefabricated building elements and construction materials as well as suppliers of certain raw materials. The construction industry may occasionally experience shortages of materials or skilled subcontractors, especially during periods of vigorous economic growth and high demand for construction services such as the reconstruction in Ukraine. Further, the Russian invasion of Ukraine and conflicts in the Middle East have affected the availability of raw materials in supply chains and workforce. Additionally, due to its use of subcontractors and material suppliers, YIT is exposed to risks related to the operations and financial position of such parties and risks of having business relations with such parties. YIT may not, for example, be able to conclude contracts with subcontractors and material suppliers under acceptable terms. Further, the quality, timing and cost-efficiency of the work performed, or the quality and delivery times of the materials delivered by these operators may be inadequate and could lead to defects and faults. Due to the increased inflation and interest rates, along with difficulties in the supply chain, there is also an increased financial risk for small subcontractors who may already be struggling with low financial performance, with any bankruptcies possibly leading to delays in ongoing projects of YIT. Furthermore, YIT may fail to actively co-operate with its various stakeholders to develop alternative building materials in order to comply with changes in laws and regulations and to meet its stakeholders' expectations related to climate change (for further information, see “– YIT may not necessarily be able to meet its customers' or other stakeholders' expectations or to comply with legal and regulatory requirements related to ESG and climate change which could have a material adverse effect on YIT's business and brand value” below).

YIT may also be held liable for any defects or faults caused by its subcontractors even if YIT had fulfilled all its obligations concerning the supervision of work performed by subcontractors or their personnel. As a result, YIT may be subject to claims for compensation related to defects or faults in design, procurement and the quality of work that are detected during the liability period. Moreover, in building construction, especially in housing construction, a subcontractor's warranty liability towards the main contractor, for example YIT, is usually shorter than the main contractor's warranty liability. There is a statutory 10-year liability for builders towards their customers in housing construction in Finland, which means that YIT could be held liable for errors committed by its subcontractors. Furthermore, it is possible that a subcontractor is financially unable to compensate for its errors or otherwise contests the claim regarding its liability, in which case it cannot be ruled out that YIT will not receive any compensation from a subcontractor, even if the division of the liability for

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<sup>1</sup> Measured by revenue and number of employees in 2023 based on the Rakennuslehti website, which contains the performance data of Finland's largest construction and real estate companies. Available at <https://www.rakennuslehti.fi/suurimmat/>. Referred on 14 June 2024.

damages would have been comprehensively agreed between such a subcontractor and YIT.

Problems faced by subcontractors, such as their financial or production-related problems, could have a material adverse effect on YIT's business. Additionally, YIT may not necessarily be able to find alternative subcontractors without delay to replace some of its subcontractors, or YIT may be forced to use a subcontractor of whose performance it does not possess prior experience. YIT may also become liable for damages for an accident at work suffered by a subcontractor if it occurs on YIT's construction site (for further information, see “– *YIT is exposed to errors and misconducts committed by its own or its subcontractors' employees, and YIT could be held liable for its subcontractors' work performance*” below).

Possible errors or faults committed by subcontractors, their non-compliance with quality standards or delays or faults in the delivery of materials and other products as well as other aforementioned risks related to subcontractors could have a material adverse effect on YIT's business, financial position, results of operations, reputation and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***YIT is exposed to errors and misconducts committed by its own or its subcontractors' employees, and YIT could be held liable for its subcontractors' work performance.***

Construction projects include technical and operational risks, and the projects require continuous management of project plans, steering of the planning and implementation processes, quality control plans and supervision of implementation. YIT may also be liable for risks relating to subcontractors in terms of their compliance with their obligations, the quality of their work and them adhering to timetables, in addition to which costs may arise from additional work and modifications performed by subcontractors.

Due to human errors committed by YIT's employees or subcontractors, projects under construction could suffer sudden and unforeseen damages, such as fires, water damage or other damages, that could result in unforeseen expenses for YIT. An employee or subcontractor of YIT may also act against applicable laws, recommendations or YIT's guidance or its ethical and other operating principles, misuse or leak confidential information or otherwise abuse their position in YIT for dishonest or criminal ends. YIT's internal supervision practices and procedures may not provide sufficient protection from misconduct by its personnel or subcontractors, or from the abuse of confidential information or one's position. There is also a risk that YIT's insurance coverage does not cover liabilities and costs occurring from its employees' and subcontractors' errors and misconducts. Furthermore, as the mobility of labour within the EU has grown and the volume of labour from outside the EU has increased, the use of foreign labour can involve risks related to, among other things, labour and human rights (for further information, see “– *The materialisation of risks related to regulation and legal proceedings as well as corporate governance could have a material adverse effect on YIT's business and results of operations through increased costs, claims and damages payable by YIT*” below). Matters relating to responsibility subcontracting may involve risks and a significant negative impact on YIT's reputation which in turn can lead to decrease in sales and thereby, negatively affect YIT's results of operations.

The Finnish legislation concerning a contractor's liability requires that the company that concludes a contract concerning work to be performed by leased labour or subcontractors must ensure that its subcontractors comply with their statutory obligations. Hence, when YIT uses a subcontractor or leased labour, it must make sure before signing the agreement that its contractual partner has been registered with the appropriate tax registers, paid its taxes and duly observed its obligations as an employer. In this context, the information must also be obtained concerning foreign companies. Deficiencies in these check-ups or failure to perform them altogether could lead to a penalty for negligence. Moreover, the construction industry applies reverse VAT liability, which places additional requirements to the management of subcontracting. While operating in countries other than Finland, YIT must comply with the requirements and obligations imposed by such country's legislation and regulations concerning contracting. If the subcontractors used by YIT do not comply with the applicable laws and regulations, YIT will also be exposed to a reputational risk which, in turn, may have a negative impact on the demand for YIT's products and services.

If any of the aforementioned risks materialises, it could have a material adverse effect on YIT's business, financial position, results of operations, reputation and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***YIT may face a larger liability than expected for its deliveries and life-cycle projects as well as significant warranty-period liabilities.***

YIT has striven, as possible, to employ contract clauses that limit contractual liability, but such clauses may be less effective than anticipated. In addition, it has not been possible to include comprehensive limitations of liability in all of the contracts YIT has concluded, due to which individual contracts may include terms and conditions deviating from their standard contract forms to the detriment of YIT. YIT's contractual liabilities vary in accordance with different contract and agreement models. The liabilities and the risks arising from them are particularly emphasised in projects in which YIT has also been responsible for planning. As at 31 December 2023, YIT's warranty provisions amounted to EUR 37 million.

YIT may face liabilities due to, among others, the warranty obligations of long-term contracts or life-cycle projects, delays

in agreed contracts or violations of other binding agreements of YIT. Such liabilities may arise regardless of YIT and be due to events or actors beyond YIT's control. The amount and extent of the liabilities of YIT have not necessarily always been assessed and limited effectively, and the efficiency of such contractual limitations on liabilities is uncertain. A potential realisation of liability may have a negative effect on the customer relationships behind the agreements or result in significant monetary costs or losses of profit. In addition, determining the responsibility and negotiating for it may take a considerable amount of time and attention. YIT may also fail to engage necessary legal expertise in the preparation of the new agreements in line with the valid guidelines and decision-making authorisation system.

Additional work and alterations during the project in proportion to the original scope may expose YIT to risks related to payment obligation, especially in target price or price ceiling contracts. Project receivables may then contain invoicing of additional work and alterations conducted which may result in complaints and disputes over the payment obligation. YIT makes provisions to the projects based on various estimates, but they may prove to be insufficient, which could result in a decrease of revenue. Matters related to payment obligation may lead to legal proceedings initiated by YIT against the customer or other partner. The outcomes of such legal proceedings involve uncertainties and may negatively impact YIT's reputation and customer relationships.

If any of the risks related to contractual liabilities were to materialise, it could have a material adverse effect on YIT's business, financial position, results of operations and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***YIT may not necessarily succeed in developing its services or solutions in a manner corresponding to that of its competitors, or YIT may be forced to make additional investments as a result of digitalisation.***

YIT's market position is dependent on the continuous development of services, solutions and production methods and processes, as well as long-term customer relationships. YIT's future growth and success will depend on its continued ability to identify and respond to changes in consumer, investor, public sector and industrial sector behaviour and demand, develop its production and production processes, improve its operational efficiency, reduce production costs and introduce new and improved services or solutions to the market in a timely manner in all of its key business operations using its existing or new production methods and processes. YIT's future growth and success depends also on its continuous ability to produce and market services and solutions in changing markets.

The construction sector is competitive, which could provide markets with new operating models and products. If the current competitors or new players in the field succeed in developing their production processes or the services and solutions they offer thus gaining an innovative and competitive advantage, and YIT fails to respond to this or, if the competitors can utilise, for example, the opportunities of digitalisation better than YIT, it could negatively impact the demand for YIT's products and services, and thereby result in decrease in YIT's sales. This in turn could have a material adverse effect on YIT's business, financial position and results of operations.

There can be no assurance that YIT will be successful in continuing to meet its customers' needs and developing new services or solutions in a manner that will be accepted by its customers. YIT may not be able to recover investments it has made in the development of new services or solutions, and it may not possess the sufficient resources to keep pace with the productivity improvement made possible by, for example, digitalisation. Furthermore, YIT may not necessarily meet its customers' or investors' changing demands related to climate change (for further information, see “– *YIT may not necessarily be able to meet its customers' or other stakeholders' expectations or to comply with legal and regulatory requirements related to ESG and climate change which could have a material adverse effect on YIT's business and brand value*” below). A failure by YIT to remain competitive in the market by exploiting developing digitalisation, predicting customer behaviour sufficiently and developing its business operations and improving operational efficiency may lead to the decrease in YIT's order backlog or in a situation in which YIT's costs are higher than those of the competitors leading to lower margins, which may in turn negatively impact YIT's profitability. Realisation of any of the aforementioned risks could have a material adverse effect on YIT's business, financial position, results of operations, reputation and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***Maintaining the national security of supply and crisis construction could have a material adverse effect on YIT's business, financial position and prospects.***

In an economic, humanitarian or military crisis, YIT could be subjected to important obligations under the Emergency Powers Act (1552/2011, as amended) and State of Defence Act (1083/1991, as amended), among others, with regard to maintaining the national security of supply, for example, in crisis construction especially in Finland. Such obligations could materially hinder YIT's business operations, which could lead to disturbances in performance in YIT's ongoing projects, and on the other hand, weaken YIT's ability and opportunity to carry out its business operations in line with its strategy. Moreover, if such crises are prolonged, it could also prolong the security of supply obligations, which could further increase the aforementioned risks in YIT's business. Obligations relating to the national security of supply, such as crisis construction, could have a material adverse effect on YIT's business, financial position and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.



***YIT may not necessarily be able to meet its customers' or other stakeholders' expectations or to fully comply with legal and regulatory requirements related to ESG and climate change which could have a material adverse effect on YIT's business and brand value.***

YIT is exposed to risks related to increasing requirements on ESG (Environmental, Social, Governance) matters and climate change. Increases in stringent ESG requirements, along with increasing adoption of climate change related legislation, as well as changes in investor and customer demand and requirements from authorities and other stakeholders may impair YIT's operational prerequisites. YIT may not be able to fully meet sustainability and ESG criteria set by its customers or other stakeholders, or to reach statutory or voluntary sustainability certifications for its production and operations within the anticipated time frame. Aforementioned risks could have a negative impact on YIT's brand and reputation and decrease the demand for YIT's products and services among customers and investors, and thereby lead to decrease in YIT's sales. Additionally, a failure to fully meet statutory ESG reporting requirements may lead to disciplinary actions from authorities for YIT.

Furthermore, increasing cost of non-renewable energy and costs related to carbon dioxide emissions can create pressure in the supply chain with the construction industry having to move to alternative building materials and find ways to minimise waste. There is no guarantee that YIT manages to actively co-operate with various stakeholders to develop alternative building materials in order to fully comply with changes in laws and regulations and to meet its stakeholders' expectations. Moreover, compliance with legal and regulatory requirements may incur additional costs to YIT.

There is no guarantee that YIT manages to assess the climate risks and impacts, take proactive actions and set ambitious goals to develop its operations in a sustainable and climate-friendly direction in order to fully comply with changes in laws and regulations and to meet its various stakeholders' demands and expectations. If YIT fails to meet customer expectations or to comply with legal and regulatory requirements related to climate change, this could, among other things, reduce YIT's sales and impair its brand value, which in turn could have a material adverse effect on YIT's business, financial position, results of operations, reputation and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***YIT's operating capability is dependent on ICT infrastructure, as well as management, reporting and monitoring systems, that could become damaged due to external or internal factors.***

Effective implementation of YIT's business is dependent on YIT's IT infrastructure, software and external ICT service providers, especially with regard to management, reporting and monitoring systems and the information they generate. The Company aims at continuously developing and updating the systems to improve their operational reliability and the accuracy of generated information. However, the updates already applied or possibly to be applied in the future can, in practice, increase short-term uncertainties related to the systems' use. Moreover, the systems used by YIT may be exposed to operational interruptions or disturbances, information saved in the systems may be lost or the information generated by the systems may prove incorrect or incomplete as a result of, for example, system updates, power cuts, data security breaches, human error, accidents, natural disasters or hybrid operations. For information on cyber risks, see “– *YIT may fail in identifying, resourcing and managing information and cyber security risks and in complying with regulations*” below.

Difficulties in maintaining, updating, integrating or outsourcing ICT and data processing systems and problems with the quality or information security of services and data could have an adverse effect on YIT's business and administration and incur additional costs. Such difficulties may also negatively impact YIT's reputation which in turn may be reflected in demand for YIT's products and services. Furthermore, disruptions of the prerequisites for YIT's operations may lead to delays in projects. A failure in the maintenance of management, reporting and monitoring systems that are essential to YIT and the ICT infrastructure required by its operations could have a material adverse effect on YIT's business, financial position, results of operations, reputation and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***The materialisation of risks related to consortiums and alliance projects could have a material adverse effect on YIT.***

YIT may be a party in consortiums and alliance projects in which it does not have independent control. Currently, YIT is a party in certain alliance projects in Finland, for instance, the Crown Bridges in Helsinki and Tampere light rail. YIT's ability to withdraw funds from the fees received by a consortium and capacity to undertake measures that are deemed necessary could be dependent on the consent of the other parties to the consortium. Disputes between the business partners or other typical risks related to consortiums and alliance projects could have a material adverse effect on YIT's business, financial position, results of operations, reputation and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes. These risks may involve, among others, any possible joint, individual or secondary liabilities for the consortiums' projects or business operations, the difficulty of maintaining consistent processes and procedures, or termination of the consortium by a business partner.

***Disturbances in YIT's business could have a material adverse effect on YIT.***

Operational risks in YIT's business are related to the functioning of internal processes or systems, the legal operating environment, the functioning of YIT's management and IT systems and YIT's ability to retain expert employees at its service. In addition, YIT is exposed to operational risks posed by the external operating environment, such as disturbances to the distribution of electricity or water, breakage of its equipment, fires and water damage, potential disturbances to payment transactions and other disturbances. Operational risks and the resulting losses could be due to inadequate internal processes and inconsistent procedures within YIT, errors committed by employees or subcontractors, the inability to comply with legislative requirements or YIT's internal guidelines, faults in equipment or disturbances to information systems or external systems, as well as natural catastrophes or hybrid operations.

YIT may not be able to sufficiently manage all the operational risks to which it is exposed or mitigate any losses arising from them. Significant disruptions in the prerequisites for YIT's operations may lead to disruptions in YIT's business, delays in projects, incur additional costs and harm YIT's reputation which could in turn negatively impact YIT's profitability. If any of the aforementioned risks or any other operational risk materialises, it could have, either severally or jointly with other risks, a material adverse effect on YIT's business, financial position, results of operations, reputation and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***Failure to meet customer and stakeholder expectations, compliance with product requirements and standards or damage to YIT's reputation could have a material adverse effect on YIT's business and brand value and expose it to compensation claims.***

YIT's solutions and services are designed to meet customer expectations in terms of standards and quality, as well as comply with applicable laws and regulations. However, there are no guarantees that YIT's solutions and services will meet all of the aforementioned expectations and/or requirements in all circumstances or within the agreed timeframe. YIT may be claimed for damages if it delivers faulty solutions or services. In addition, YIT could be liable to repair, either as a warranty work or otherwise, flaws or deficiencies detected in projects even after the warranty period has expired, and in residential construction generally even for a period of ten years, and in life-cycle projects for even a longer period. If YIT were required to pay damages relating to its agreements or repair errors or deficiencies for which it has not prepared by subcontractor liabilities, or if YIT's insurance coverage is insufficient, it could have a material adverse effect on YIT's business, financial position, results of operations and prospects and thereby, on the Issuer's ability to fulfil its obligations.

Further, references and recommendations given by existing customers and the Company's good reputation in general play a key role in customer acquisition and the competition for skilled personnel. YIT's reputation and brand may be exposed to negative publicity concerning YIT's operations, the entire construction industry and YIT's competitors. Thus, negative publicity over aspects relating to, for example, the quality of construction, occupational safety, compliance with laws and regulations, such as human and labour rights of foreign employees, grey economy, implementation of corporate responsibility or fulfilment of other obligations may materially damage the Company's reputation among its customers and its present and potential future employees, as well as decrease trust in the Company.

If YIT fails to meet customer expectations, fails to comply with legal and regulatory requirements, or its reputation is damaged, this could, among other things, reduce YIT's sales and impair its brand value or lead to a liability to pay damages, which in turn could have a material adverse effect on YIT's business, financial position, results of operations, reputation and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***Failure in the recruitment of competent management or personnel or loss of key personnel could have a material adverse effect on YIT's ability to carry out its operations or expand.***

YIT's success is dependent, among other things, on its top management, project management and other personnel, as well as YIT's ability to recruit, develop, train, motivate and retain competent personnel who have relevant qualifications. YIT may face difficulties in attracting top professionals for key management and project management positions, including a risk of losing its key personnel to its competitors particularly in the markets where YIT is not a well-known employer. YIT also faces the risk of an aging workforce. Furthermore, YIT is subject to the risk of employees, including senior management and other key employees, leaving due to corporate transactions, such as corporate acquisitions. Changes in the scope of business operations may also consume key employees' time and cause uncertainty among the personnel. YIT may fail to commit personnel in business change situations and competitors may be active in attempting to recruit YIT's personnel, which may in turn have an impact on the Company's financial performance.

The profitability of large projects, in particular, is mainly dependent on the input of project management and experts on all levels. Potential difficulties faced by YIT in attracting competent personnel or the loss of key personnel could thus impact the profitability of projects, in addition to which YIT may not be able to win customer relationships or even make offers for the possible projects, if competent personnel is not sufficiently available. The lack of personnel with the applicable competence and experience in key and project management positions could also increase liability risks and affect YIT's

ability to grow in some of its operating areas (for further information, see “– *The construction sector may be inflicted by a lack of competent personnel in some of YIT’s operating areas*” above). The realisation of risks relating to the recruitment of personnel and the retaining of top management and key personnel could lead to higher operating expenses, losses of customer relationships and profits, loss of know-how, damage to reputation and potential liabilities which, in turn, could have a material adverse effect on YIT’s business, financial position, results of operations and prospects and thereby, on the Issuer’s ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***YIT is exposed to risks relating to the costs of professionally skilled labour and the results of collective labour negotiations, as well as to potential work stoppages due to labour market disputes or organisational changes.***

YIT’s business is labour-intensive, and the general wage level in the construction industry and the cost of employing competent key personnel in the countries where YIT operates have a significant impact on YIT’s profitability. In the construction industry, changes in labour costs have a significant effect, as labour costs represent a material part of operating expenses, either through direct costs of labour or through subcontractors’ labour costs. When YIT outsources labour-intensive parts of a project to subcontractors, labour costs are reflected in the contract price paid by YIT to the subcontractor. Demand in construction sector and the reconstruction in Ukraine may increase the costs of professionally skilled labour.

The materialisation of risks related to the costs of skilled labour could lead to an increase in operating expenses. In 2023, YIT’s personnel expenses totalled EUR 310 million. In many of YIT’s operating countries, e.g. in Finland, the wage level of a large number of employees in YIT is determined on the basis of collective bargaining agreements signed by trade unions and employer organisations. Organisations representing YIT and other employers may not necessarily be able to renegotiate satisfactory collective bargaining agreements when they expire, which could lead to, among others, increased labour costs.

Companies operating in the construction sector may face strikes or other industrial actions, and also YIT may face unexpected strikes and other industrial actions, or its business may otherwise become exposed to industrial actions (such as strikes against YIT’s subcontractors). Strikes and other industrial actions may lead to significant disruptions in YIT’s business operations or an interruption of its business. YIT’s existing collective bargaining agreements may not necessarily prevent strikes and work stoppages at its business locations, and such strikes, work stoppages or other industrial actions could have a material adverse effect on YIT’s business, results of operations and financial position.

YIT believes that it has good relations with its employees and the trade unions representing them. However, there can be no assurance that the future development of YIT’s business will not impact these relations and that no strikes or work stoppages will take place on its construction sites in the future. Moreover, labour disputes in the transportation industry could prevent the delivery of the products and raw materials needed by YIT, and labour disputes affecting YIT’s key suppliers could have a material adverse effect on YIT’s business. A prolonged labour dispute that leads to a material interruption in the overall business of YIT, increased labour costs or adverse changes to the present terms of collective bargaining agreements could have a material adverse effect on YIT’s business, financial position, reputation and results of operations and thereby, on the Issuer’s ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***YIT is a party to associated companies and joint ventures which are subject to risks relating to, among other, disagreements regarding decision making and business operating, as well as distribution of funds and liabilities among other parties.***

YIT is a party to associated companies and joint ventures and may also in the future become a party to associated companies and joint ventures through of which significant construction projects are also implemented. YIT had investment commitments concerning associated companies and joint ventures in total of EUR 89 million as at 31 March 2024.

Operating through associated companies and joint ventures involves risks, included in, among other, shareholder agreements and profit-sharing agreements to which YIT is a party. Agreements regarding associated companies and joint venture agreements may require unanimous consent or approval by shareholders’ qualified majority in certain business or corporate law related decisions, which could possibly slow down or impede decision making process or make it impossible. In addition, disagreements between business partners may arise that concern, for example, implementation of projects, necessary actions and development of operations, or other typical risks involved in joint ownership structure, such as (i) possible joint or secondary liability for construction projects and any faults or delays in such projects or other liability for associated companies or joint ventures and their operations, (ii) challenges relating to maintaining uniform standards, processes and procedures as well as management systems or (iii) potential termination of the of joint ownership, or compulsory purchase or sales procedures initiated by the partner based either on its right or an alleged breach of any applicable joint venture agreement. This in turn constrains YIT’s ability to cause such entities to take an action that would be in the best interests of YIT or refrain from taking an action that would be adverse to the interests of YIT. Any such disagreements or risks as described above could have a material adverse effect on YIT’s business, financial position and results of operations. YIT’s ability to withdraw funds (including dividends) from or liquidate its holdings in associated companies, joint ventures or consortiums can be conditional to the consent of the other parties to such entities or other

contractual mechanisms included in, among others, profit-sharing agreements to which YIT is a party. In certain occasions, YIT may be obliged by the agreements regarding associated companies and joint ventures to invest additional equity in these entities in addition to the already invested equity, the amount of which could be significant. Additionally, the parties financing such associated companies and joint ventures may provide that YIT guarantees loans granted to such entities. The risks related to guarantees and financial arrangements are described in more detail in the section “– *YIT may not necessarily receive financing or guarantees on competitive terms or at all and may not necessarily be able to fulfil its obligations under financing arrangements*” below.

Any of the aforementioned factors may have a material adverse effect on YIT’s business, financial position, results of operations and prospects and thereby, on the Issuer’s ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***Variations in weather conditions could have an impact on the progress and volume of YIT’s projects.***

Variations in weather conditions could hamper YIT’s operations in the construction and road maintenance business, delaying YIT’s projects for which it often has tied up large amounts of capital. For example, cold and very snowy winters and exceptionally high rainfall could interrupt the implementation of projects and increase construction expenses, shorten the working season or cause interruptions in YIT’s construction sites and significant delays to YIT’s projects. Interruptions or significant delays to projects or a shortening of the working season could lead to losses of income, expose YIT to compensation obligations towards its customers, or weaken YIT’s cash flow. These, in turn, could have a material adverse effect on YIT’s business, financial position, results of operations, reputation and prospects and thereby, on the Issuer’s ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***The materialisation of risks related to occupational health and safety could have a material adverse effect on YIT.***

Risks related to occupational health and safety may result in accidents inflicted in YIT’s business operations. The frequency of various accidents and injuries at construction sites is higher than in many other industries. Construction sites are inherently dangerous working environments where serious or even fatal accidents may occur. Moreover, construction involves a great deal of work stages that involve a high physical strain. The most common injuries affect the back, knees and shoulders and, especially in paving, fingers and lower extremities. Most of the occupational accidents are related to tripping or slipping when moving around on-site. YIT’s business may also involve a risk of exposure to substances harmful to health and, in connection with renovations, also to asbestos. In paving, a substantial safety risk is the by-passing traffic of the paving sites, which can cause serious injuries or fatal accidents. Any of the potential accidents could inflict injuries to the employees and disturb construction and other projects, which could result in a liability for YIT to compensate damages as well as delay projects and oblige YIT to take preventive or restoring measures. These and other costs and liabilities could have a material adverse effect on YIT’s business, financial position and results of operations, reputation and ability to recruit competent personnel.

YIT may fail to adequately manage the risks involved in occupational health and safety and YIT’s safety measures, such as safety planning, safety observations, on-site safety briefing practices and orientation training may not be sufficient. YIT may also fail to investigate accidents and dangerous situations adequately and monitor the development of occupational safety at the unit, business division, business segment, management team and Board of Directors levels. Negligence in occupational safety could increase the number of fatal and serious accidents that cause permanent injury, which could expose YIT to the risk of additional costs in the form of, inter alia, corporate fines for occupational safety violations, damage claims and the costs of early retirement. The accident frequency rate may also become a factor that customers evaluate when considering YIT’s eligibility for a tendering process, and it may thus limit YIT’s ability to participate in tendering competitions, which could have a material adverse effect on YIT’s business and results of operations. The number of occupational accidents per one million work hours at YIT including own employees and subcontractors was 12.1 in 2023, as calculated on the basis of accidents at work resulting in at least one day’s absence. In 2022, two fatal accidents occurred in YIT’s operations, with the consequence of performing the necessary measures for investigating the accident and preventing its recurrence going forward.

Materialisation of any of these risks could lead to additional costs, loss of profits, reputational damage or potential compensation liabilities, which, in turn, could have a material adverse effect on YIT’s business, financial position, results of operations and prospects and thereby, on the Issuer’s ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***YIT may fail in identifying, resourcing and managing information and cyber security risks and in complying with regulations.***

The dependence of YIT’s business on the interrupted functioning of information systems has become more emphasised now that the processes have become digital. Information and cyber security risks in YIT’s operations are related to the detection of abnormalities in information security, adequate resourcing for cyber security and business interruptions caused by IT, data network and cloud computing services. In addition, the EU General Data Protection Regulation (“**GDPR**”) includes, among others, cyber security requirements that YIT must comply with. Information and cyber security risks and

the costs related to them could be caused by inadequate internal processes and inconsistent procedures within YIT, inadequate project management and insufficient resources, mistakes or misconducts committed by employees or subcontractors, inability to detect abnormalities in information security and to address them effectively, inadequate technical information security controls (e.g. in cloud computing services), deficits in YIT's internal guidelines, equipment failures or disturbances in information systems or external systems, denial-of-service attacks, cyber-crime or hybrid operations. YIT may not necessarily be able to ensure that its internal supervision practices and procedures will protect it from misconduct, abuse of confidential information or misuse of positions of trust by its own personnel, subcontractors or the personnel of its customers and partner network. If one or more such events occur, it could cause, among other things, disruptions or delays to YIT's operations, direct or indirect loss of profit, significant remediation costs, legal proceedings or a leakage of confidential information to the public, such as trade secrets, which could expose YIT to losses, damage and liability and which could cause its business and reputation to suffer. Moreover, malpractices of personnel may cause losses, or risks to other employees, and YIT could be obliged to pay damages from non-compliance with GDPR, which could be significant, and lead to reputational harm to YIT. In addition, a reform of information systems involves a significant volume of data migrations and replacement of interfaces between systems, and risks can be involved with regard to succeeding in them. There are no guarantees that the risk management measures taken by YIT will be sufficient to manage all the information and cyber security risks to which YIT is exposed to. Should any of the aforementioned risks or any other information security risk materialise, it could have a material adverse effect on YIT's business, financial position, results of operations and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***YIT may fail to maintain its insurance coverage or the terms and conditions of YIT's insurances may not cover all of YIT's losses or all claims for damage resulting from potential future accidents.***

In its operations, YIT is exposed to various risks, such as property damage risks, occupational health and safety risks and environmental risks. YIT maintains insurance covering, among others, property damage, business interruption and product and general liability under terms and in amounts considered to be consistent with industry practices (for further information, see "*Description of YIT – Insurance*"). However, YIT is not fully insured against all risks, and insurance against all types of risks and catastrophic events may not be available on reasonable economic terms or at all. Notwithstanding the insurance coverage that YIT carries, the occurrence of an insurance event that causes losses in excess of limits specified under the relevant policy or is subject to material deductibles or self-insured retentions, or losses arising from events not covered by insurance policies, such as certain natural catastrophic events, could cause significant additional costs to YIT. This in turn could have a material adverse effect on YIT's business, financial position and results of operations. Natural catastrophic events to which YIT may be exposed include, among others, windstorms, exceptional weather conditions, for example in the winter, and floods, which are inherently unpredictable in terms of both their occurrence and severity. YIT may also become exposed to the risk of terrorism, the materialisation of which could have a material adverse effect on YIT's industry and, thus, on YIT's business. Should the insurance coverage of YIT prove to be insufficient to cover some or all losses associated with damage, liability, loss of income or other costs, this could incur significant additional costs to YIT. Any liability, losses or damage not covered by YIT's current or future insurance policies could have a material adverse effect on YIT's business, financial position, results of operations, reputation and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***Failure in the protection of intellectual property rights or resulting claims of infringement on third-party intellectual property rights could have a material adverse effect on YIT.***

YIT protects its intellectual property rights by, among other things, acquiring patents and trademarks and supervising them in its main markets. In addition to its patent portfolio and trademarks, YIT's measures for protecting its intellectual property consist of business secrets, know-how, the development of new products and services and technological development in combination with non-disclosure agreements and certain other agreements protecting intellectual property rights. However, there can be no assurance that the measures YIT takes will effectively deter competitors from improper use of its intellectual property in all of its operating countries. Competitors may infringe the intellectual property rights owned or licensed by YIT, or disputes could arise as to ownership of intellectual property owned, used or licensed by YIT, and intellectual property may otherwise become known or the competitors could independently develop similar know-how. YIT may have to initiate legal proceedings against such competitors. The outcomes of such legal proceedings involve uncertainties and may also cause negative publicity to YIT, which in turn may have an adverse effect on YIT's operations. YIT also incurs costs for the establishment, protection, maintenance and enforcement of its intellectual property rights. Moreover, certain technologies and processes used by YIT may be subject to the intellectual property rights of third parties. Such third parties may take legal actions against the infringements of their intellectual property rights, and any such claim could delay or prevent the sale or delivery of YIT's products or services. Any failure by YIT to protect intellectual property or resulting claims of infringement on third-party intellectual property rights could have a material adverse effect on YIT's business, financial position, results of operations, reputation and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***YIT could fail in arranging effective internal control of its financial reporting and is subject to the risk that its financial reporting is inaccurate or misleading.***

Effective internal controls are necessary for YIT to provide reliable financial information. YIT has implemented internal control and risk management systems as well as policies and controls regarding its financial reporting. If YIT, in spite of all precautionary measures, fails in maintaining effective internal control of the financial reporting or in adopting or integrating necessary new control procedures, it may have a material adverse effect on YIT's ability to produce and provide its management with timely, reliable, accurate and up-to-date financial information on the development of the business operations. These factors could thus lead to wrong decisions or actions by its management. The international operations of YIT are also subject to a risk of failure in uniform application of standards, administrative practices, as well as operating and reporting systems. Inaccurate and/or misleading financial reporting could also cause investors and other third parties to lose confidence in YIT's reported financial information or result in sanctions and liability for damages pursuant to securities market legislation if the information published by YIT on the market were incomplete or inaccurate. Furthermore, the project projections on which YIT's financial reporting is based are estimates of the outcome of projects, which can pose a risk if the projection deviates significantly from the final outcome.

Realisation of any of the risks described above could have a material adverse effect on YIT's business, financial position, results of operations, reputation and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

### **Risks relating to YIT's Legal and Regulatory Environment**

***The materialisation of risks related to regulation and legal proceedings as well as corporate governance could have a material adverse effect on YIT's business and results of operations through increased costs, claims and damages payable by YIT.***

Construction and real estate businesses are regulated industries, in addition to which there are among other regulations relating to real estate transactions and other business operations. YIT and its employees must comply with wide variety of laws and regulations enacted on both the EU and national level, including regulations on occupational safety, information security, environmental, labour and competition regulations, as well as corporate and securities market laws, accounting and tax laws, and also import bans triggered by sanctions imposed against certain Russian individuals and entities, all of which may be amended from time to time. For example, a partial reform of the Land Use and Building Act (132/1999) was approved by the Finnish parliament in 2023 and the new Building Act will enter into force as of 1 January 2025. The full effects of the acts are not known in all respects as, for example, further regulations and decrees are to be issued. There are no guarantees that YIT will be able to successfully adapt its operations or strategy to changes in the regulatory framework and the interpretation thereof, or to the loss of benefits associated with a certain status or permit. Such changes and failures in measures required by such changes could have a material adverse effect on YIT's results of operations or lead to an increase in its expenses or a slowing or even halting of the development of certain investments activities. There is also a risk that YIT's employees could disregard the stipulations contained in legislation, regulations, permits and authority approvals, or YIT's internal guidelines. Liabilities could also be transferred to YIT for past or ongoing omissions or violations through corporate transactions or restructurings.

Claims made by YIT's customers or counterparties or the authorities against YIT could lead to legal proceedings, for instance, related to contractual liabilities, violations of environmental legislation, employer obligations, liability under securities market law, or anti-trust or anti-bribery matters or criminal issues. The outcome of such legal proceedings could be that YIT is obligated to pay damages or fines or that it is adjudged liable for damage based on joint and several liability on behalf of a third party, or to divest certain operations or to refrain from acquiring businesses, or otherwise refrain from increasing its market share in certain markets. Such legal proceedings could also have a negative effect on YIT's reputation from the perspective of its current and potential customers and counterparties, which could result in a loss of customers. Furthermore, these kinds of proceedings could result in YIT being excluded from some public procurement procedures. In addition, YIT could face material adverse consequences if contractual obligations were not enforceable as anticipated or if they were to be enforced in a manner adverse to YIT. See also "*Description of YIT – Legal Proceedings*". Any breaches or violations of internal or external regulations by YIT's employees could also have a direct material adverse effect on YIT if, for example, this resulted in corporate fines.

Furthermore, as YIT's operations are geographically dispersed, a large number of agreements and the fixed-term nature of projects may expose YIT to risks related to good corporate governance practices, such as the prevention of corruption, grey economy, bribery and labour exploitation. Risks related to respecting human rights are associated with working conditions, harassment, racism, discrimination and unethical operating methods, among other things. YIT may fail to adequately investigate the backgrounds of its local partners or its approval procedures may prove inadequate. Risks related to unethical activities may also materialise if YIT fails to retain transparency or the use of internal audits throughout the Group's operating countries, or to develop common operating methods. Materialisation of any of the aforementioned risks related to corporate governance could have a material adverse effect on YIT if, for example, this resulted in corporate fines or harm to YIT's reputation.

Changes in legislation and authorities' permit and regulative processes may slow down the progress of projects, increase the need for equity or debt financing or prevent additional funding and projects in general from being realised. Regarding individual projects, zoning, building permits and approvals, and interpretations by the authorities, among other factors, can cause risks and, for example, transfer the order book, revenue, profit and cash flow from one quarter or year to another. YIT may have to adjust its operations in certain instances or projects to correspond to changes in the regulatory system, if it is subject to any legal proceedings resulting in liability for YIT to pay fines or damages or imposing specific obligations on YIT, or excluding YIT on a case-by-case basis from public procurement procedures. This could have a material adverse effect on YIT's business, financial position, results of operations, reputation and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***Environmental regulation and potential liability associated with environmental compliance could increase YIT's costs or restrict its business operations.***

The majority of YIT's environmental impacts comes from production facilities, selected construction materials and construction waste, transportation and emissions resulting from construction. In connection with its business operations, YIT stores and handles, for example, oils, lubricants and other chemicals. YIT's most significant environmental risks are related to the handling of hazardous materials; materials which if released into the environment, may cause soil contamination and other environmental damage. Other environmental risks could include, among other things, inadvertent supply to YIT of raw materials that contain harmful substances in excess of regulatory limits.

YIT may also, from time to time, purchase, sell or lease land that has been formerly used for industrial or similar purposes. The alteration of zoning of such land for residential purposes or the acquiring of building permits may require cleaning operations, reconstruction or modification measures in order to comply with the environmental legislation. There are no guarantees that the liability for performing such measures could be fully eliminated in the agreement on the acquisition or sales of such land areas, and secondly, the liability may fall on YIT despite such contractual arrangements. Moreover, YIT may purchase, own or lease land that has previously been used for an activity due to which the land is heavily contaminated, contamination of which has not yet however been detected. Liabilities could also arise with regard to areas used in YIT's previous operations and which YIT no longer owns or controls, for example areas where asphalt plants have been located. Any possible financial liabilities for damage caused by YIT to the environment would depend on the gravity of the damage. The land areas used in projects could also have separate environmental protection value, and, in addition, a built-up environment could involve historical preservation value, which must be taken into consideration when executing a project. Such factors may cause delays or changes to the planned implementation of projects and thereby increase project costs.

There can be no guarantees that YIT will be able to manage its environmental affairs in accordance with environmental laws and regulations as in force from time to time. Any future environmental laws that may be adopted or new interpretations or altered application practices of the existing ones may impose additional costs on the operations of YIT. Such liability for costs may also arise with regard to real estate properties that YIT owns or leases, has previously owned or leased, or where it has previously had operations, or in connection with a closure of production facilities.

YIT's business also requires environmental and other regulatory permits and licenses that are subject to modification, renewal or, under certain conditions, revocation by the issuing authority. Deficiencies in the management of YIT's permit application process or changes in environmental legislation or its interpretation by the authorities could significantly delay the process for obtaining the necessary environmental permits and licenses or preclude certain previously allowed activities altogether. Furthermore, inadequate compliance with environmental legislation or enforcement of new environmental regulations could lead to increased costs, preventing YIT from developing its businesses and affecting the results of operations. Further, increasing adoption of climate change related legislation may negatively affect YIT's business if YIT fails to comply with changes in laws and regulations or to meet its customers or other stakeholders' expectations (for further information, see "*YIT may not necessarily be able to meet its customers' or other stakeholders' expectations or to comply with legal and regulatory requirements related to ESG and climate change which could have a material adverse effect on YIT's business and brand value*" above).

Changes in the costs related to environmental compliance and potential liabilities arising from non-compliance with environmental legislation or regulations could considerably increase the costs of YIT's operations. Should significant environmental damage occur or be discovered, such as a fuel leak or contamination of the soil, it could also have a negative effect on YIT's reputation. Legislation also makes it possible in certain cases to exclude actors who have violated environmental legislation or regulations from public procurements. Any of these factors could have a material adverse effect on YIT's business, financial position, results of operations and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

## **Risks Relating to YIT's Financial Condition and Financing**

***YIT may not necessarily receive financing or guarantees on competitive terms or at all and may not necessarily be able to fulfil its obligations under financing arrangements.***

YIT's ability to finance its operations depends on a number of factors, such as its cash flows from operations, profitability, financial ratios, and access to additional debt and equity financing, and there can be no assurance that financing will be available or that it will be able to refinance its facilities at a commercially reasonable cost, or at all. Uncertainty in the financial markets, negative development in the Nordic residential construction market or a worsening of general economic conditions could lead to an increased cost and weaker availability of external financing required by YIT's business. Such aspects may also have an impact on the possibilities of banks and other external financiers to offer financing (including any financing to YIT and any project financing to housing companies during construction), reduce banks' possibilities to grant loans, tighten loan terms, shorten the available tenors under bank facilities, and increase the price of debt financing. Banks and other external financiers may limit their risk exposure in the construction sector. YIT aims to mitigate the risk related to the availability of financing and the refinancing risk by concluding credit agreements with varying maturities and diversifying its counterparty risk, concluding committed revolving credit facilities and seeking financing by means of commercial papers and bonds.

Failures in the efficient management of capital, including breaches of financial covenants included in financing agreements or negligence related to YIT's financing arrangements, could result in premature termination of financing agreements or acceleration of credits and other financing arrangements. Such failures could also result in triggering of cross default clauses in other loan or financing arrangements of YIT, which could lead to premature acceleration of these other loan or financing arrangements. All material loans and financing arrangements of YIT include such cross-default clauses and, therefore, any such cross-default clause being triggered could result in a material part of YIT's debt being prematurely accelerated. This could also hinder the availability of financing for YIT and YIT's possibilities to refinance its existing indebtedness and distress YIT's liquidity and capital structure. It is not certain that YIT will be able to fulfil its financial covenants or any other obligations under financing agreements or receive financing it needs at a competitive price or at all in the future.

YIT also operates in business areas in which guarantees are typically granted for customers or other stakeholders, for example for prepayments received, the fulfilment of contractual obligations and flaws during the warranty period. Such guarantees are typically granted by a bank, insurance company or parent company and their type can be either as for own debt or on-demand. As at 31 March 2024, YIT had granted, directly or indirectly, guarantees of in total EUR 933 million. There can be no assurances that YIT will be able to obtain sufficient guarantees at a competitive price or at all.

If any of the aforementioned risks were to materialise, it could have a material adverse effect on YIT's business, financial position, results of operations, reputation and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***Failure in the management of YIT's capital and investments could affect YIT's ability to finance its business operations and meet its financial covenants, which could have a material adverse effect on YIT's business, results of operations and financial position.***

The management of YIT's capital structure, capital tied up in business operations and the amount of interest-bearing liabilities present a risk to YIT. Factors affecting the amount of YIT's interest-bearing liabilities include, for example, the expansion of the business operations and investments in production equipment, plot reserves and buildings. YIT has in particular tied up capital in plot reserves and their development as well as in ongoing construction projects (work in progress) and finished but unsold products such as apartments. As at 31 March 2024, YIT's capital employed was EUR 1,591 million. The availability of capital and liquidity are critical for YIT's business operations, organic growth and the utilisation of strategic opportunities. Also demands for minority dividend, when leading to payment and when in excess of the proposed dividends, may burden YIT's capital and liquidity position. YIT has issued and may in the future issue debt instruments under which such minority dividend payment could result in increased interest rate margin and, accordingly, increase YIT's financing costs. On 31 March 2021, the Issuer issued EUR 100 million capital securities (the "**Capital Securities**") (for further information, see "*– A claim for a minority dividend or a change of control may result in increased financing costs*" below and "*Description of YIT – Material Contracts*").

YIT's loan and financing agreements contain certain customary financial covenants, which are calculated as defined in the respective financing agreements. All financial covenants are calculated either monthly or quarterly at the group level (except for the incurrence test that is tested at the time of the incurrence of certain new financial indebtedness). Such financial covenants calculated either monthly or quarterly have not been breached as at 31 March 2024. If the covenants would not be met, it may lead to covenant restrictions to enter into force. This may lead to premature repayment of the loans. Incurrence based covenant may restrict YIT's ability to raise certain types of funding if covenant would not be met at the time of testing. YIT's ability to fulfil its covenants could be influenced by for example significant investments or other changes in its operational capability, profitability, financial ratios, and capital structure. In addition, events beyond YIT's control, such as changes in the capital and financial markets, foreign exchange rates, interest rates or loan margins, and cyclical fluctuations may have an effect on YIT's ability to fulfil its covenants. It is also possible that YIT, at any given



time, could face difficulties in raising capital, which could lead to YIT's insolvency. There are no guarantees that YIT will be able to fulfil its financial covenants in the future.

Furthermore, YIT's measures to increase balance sheet efficiency can result in write-downs or costs, which may have negative impacts on YIT's results of operations. Regardless of the active measures taken for managing capital and investment risks, if YIT fails to sufficiently manage such risks, this can lead to an excessive increase of capital employed which could have a material adverse effect on the availability of capital and liquidity and hence also on YIT's business, financial position, results of operations and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***YIT is exposed to liquidity and financial risks which could affect YIT's ability to finance its business operations.***

YIT's primary sources of liquidity are cash flow from operations, cash and cash equivalents reserves, loans drawn down under committed credit limits, term loans, bonds, funds raised under a commercial paper programme, factoring and project-specific loans obtained for self-developed residential and business premises production (see "*Description of YIT – Material Contracts*"). YIT's treasury function is responsible for adequacy of the group's liquidity and availability of sufficient credit limits and sources of funding as well as for managing maturing credit agreements. Due to the nature of the Group's business operations, seasonal borrowing is of great importance. Unfavourable developments in the general economic situation could have a significant effect on YIT's ability to obtain funding from the traditional financial markets. Further, disruptions or significant changes in project financing and housing company loans can affect YIT's ability to finance construction-time costs and have indirect impact on customer demand, especially in the consumer market.

YIT manages the effects of cyclical fluctuations in short-term liquidity on the group's liquidity by using cash reserves, commercial paper programme and committed revolving credit facilities and overdrafts (see "*Description of YIT – Material Contracts*"). The funding received through YIT's commercial paper programme, however, is highly dependent on the functioning of the commercial paper markets and investors' willingness to invest in the industry where YIT operates, and any disruptions to these markets could have a material adverse effect on YIT's liquidity provided that YIT would have a significant amount of commercial papers outstanding at that time and would be unable to refinance any maturing commercial papers with issuance of new commercial papers. In recent years, due to the situation in the commercial paper markets, YIT has not been able to issue a significant amount of commercial papers.

Difficulties in refinancing the group's short-term debts as they fall due could have a material adverse effect on YIT's liquidity. When the proportion of short-term debts to the group's total interest-bearing debts is high, YIT could face difficulties in refinancing its short-term loans, which in turn could have a material adverse effect on YIT's business, financial position, results of operations and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***Fair value of Mall of Tripla or other assets subject to fair valuation may be subject to fluctuations which could have a material adverse effect on YIT's result or financial position.***

As at 31 March 2024, the fair value of YIT's equity investments was EUR 204 million. YIT's most significant individual equity investment, with value of EUR 182 million as at 31 March 2024, is Tripla Mall Ky, which is the owner of the shopping mall, Mall of Tripla. Equity investments are recognised at fair value through profit and loss or at fair value through other comprehensive income depending on the business model of the investment. Equity investment in Tripla Mall Ky is recognised through profit and loss. The fair value of the investment in Tripla Mall Ky is based on the valuation of the property. The fair value of the property is determined by using a present value technique in order to convert the estimated future net operating income to present value. Determining the present value requires estimates of the future cash flows and discount rates. The current fair value of YIT's equity investment in Tripla Mall Ky is significantly based on the valuation of the property. The key inputs in the fair valuation of the property are the yield, vacancy rate as well as the compound annual growth rate of the net operating income. During the first quarter of 2024, fair value changes related to Tripla Mall Ky amounted to EUR -10 million, in 2023 to EUR -1 million and in 2022 to EUR 12 million, respectively. YIT's management has had to use its consideration and estimates to specify them. An independent external appraiser (CBRE) has audited the valuation model used by YIT and assessed the relevant valuation assumptions and stated that it fulfils the requirements of IFRS and IVSC (International Valuation Standards Council). The value of the investment of YIT to Tripla Mall Ky is also affected by a separate profit-sharing agreement between the shareholders of Tripla Mall Ky. YIT has also other investments that are subject to fluctuation in their fair value.

YIT's management follows also constantly the indicators and their development relating to fair valuation of the investments. However, should YIT's management's discretion, assumptions or estimates included in the valuation of the investment prove to be incorrect or if the underlying values of the valuation components change due to changes in the market or in the operations, this could lead to fluctuations in the fair value of YIT's investments. Such fluctuations could have a material adverse effect on YIT's financial position and results of operations and thereby, on the Issuer's ability to

fulfil its obligations under the Notes as well as the market price and value of the Notes.

***YIT is exposed to foreign exchange risks especially with respect to the Polish zloty, the Czech koruna and the Swedish krona.***

YIT is exposed to foreign exchange risks, both translation and transaction risks, arising from exchange rate fluctuations. Changes in foreign exchange rates could have an impact on the future values of cash flows, business receivables and liabilities, and other items in the statement of financial position of YIT. The translation risk arises from the translation of foreign subsidiaries' income statements and balance sheets to YIT's operating currency. In practice, YIT's translation risk arises from YIT's equity investments in foreign units and from their retained earnings. The transaction risk arises from the foreign currency denominated transactions from operations and financing, particularly from intra-group financing. There is no assurance that YIT manages to hedge against foreign exchange transaction risks through operational means or by using foreign exchange loans or foreign exchange derivatives in accordance with its hedging strategy. The main currencies with respect to which YIT is exposed to the foreign exchange risk are the Polish zloty, the Czech koruna and the Swedish krona.

The change in foreign exchange rates increased the value of the YIT's net investments and the change in translation differences increased the equity by EUR 4 million in 2023 compared to the end of the previous year. In addition to the above-mentioned impact on equity, translation differences have effect on certain performance measures calculated based on such equity, such as equity ratio. In some circumstances, e.g. when disposing or permanently closing a foreign subsidiary, related accrued translation differences are recorded to profit and loss, which could have a material adverse effect on YIT's profitability.

YIT may not be successful in hedging against foreign exchange rate fluctuations or YIT's hedging strategy may not be sufficient to dilute the material negative impact that exchange rate fluctuations may have on its business operations. Further, YIT may be unable to use hedging instruments in accordance with its hedging strategy. Any unfavourable changes in foreign exchange rates, especially in the Group's operating currencies, could have a material adverse effect on YIT's business, financial position, results of operations and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***YIT is exposed to interest rate fluctuation risk related to its financing arrangements and otherwise.***

Fluctuations in interest rates may have an effect on YIT's value, its result and cash flows. YIT's interest rate risk consists mainly of fixed-rate and variable-rate borrowings, interest-bearing assets and interest rate derivatives. As at 31 December 2023, 70 per cent of YIT's interest rate portfolio (which consist of interest-bearing financial liabilities, lease liabilities and interest rate derivatives) was at fixed rate. Fluctuations in interest rates may also cause variation to YIT's annual contributions to benefit-based pension plans and benefit liabilities and have impact on fair valued assets. Fluctuations in interest rates have a direct impact on both YIT's financing expenses and its future refinancing expenses as well as YIT's customers' investment decisions, and therefore on YIT's cash flows from operations. Rising interest rates would increase both YIT's as well as its customers' financing expenses and could therefore potentially reduce the demand for residential units. YIT has also entered into agreements in foreign currencies. Such contracts have been hedged using, among others, forward contracts. Forward contracts in foreign currencies expose YIT's result to interest rate risk. The main currencies in respect of which YIT is exposed to interest rate risk are the Polish zloty, the Czech koruna the Swedish krona and the Norwegian krone.

YIT may not be successful in hedging against interest rate fluctuations or YIT's hedging strategy may not be sufficient to dilute the material negative impact that interest rate fluctuations may have on its business operations, finance expenses and cash flows. If interest rates decrease, YIT may have to pay interest in higher rates than it would have, had it not hedged its interest rate risk and may therefore have to bear the expenses for the hedging without receiving any benefits. Furthermore, the payment default of a counterparty in a hedging transaction or the premature termination of a hedging transactions may lead to higher interest expenses without any benefit from hedging transactions. Further, YIT may be unable to use hedging instruments in accordance with its hedging strategy. It may also be exposed to increasing hedging expenses or it may be incapable of obtaining hedging in the first place.

Irrespective of the measures taken to manage interest rate risk, YIT may fail in adequately managing such risks, which could have a material adverse effect on YIT's business, financial position, results of operations and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes.

***YIT is exposed to credit and counterparty risks.***

Credit and counterparty risks materialise when counterparties are unable or unwilling to fulfil their obligations towards YIT. YIT is exposed to credit and counterparty risks mainly in relation to its trade and other receivables (including contract assets and receivables from derivatives) and also in regard to interest-bearing receivables, and cash and cash equivalents. As at 31 March 2024, YIT's current trade and other receivables amounted to EUR 283 million, interest-bearing receivables to EUR 13 million and cash and cash equivalents to EUR 268 million. As at 31 March 2024, YIT's non-current trade and

other receivables amounted to EUR 50 million and interest-bearing receivables to EUR 65 million.

Currently, YIT manages its credit risk by holding the ownership of construction projects until payment is received; taking advance payments; accelerated payment programmes of projects; payment guarantees, site-specific mortgages, credit risk insurance policies, and an examination of clients' and counterparties' background information. That includes a review of customers' and counterparties' credit history, for example from rating agencies, in accordance with YIT's credit policies. Sale of trade receivables (factoring) also reduces the credit risk. In 2023, YIT's expected credit losses of trade receivables, contract assets and interest-bearing receivables totalled EUR 2 million.

In recent years, certain of YIT's customers have experienced, and may experience in the future, financial and operational challenges the continuation or exacerbation of which could place them in additional financial and operational distress or could even result in their bankruptcy. Furthermore, changes in the global economy may put additional financial stress on YIT's customers (for further information, see “– *Changes in the Finnish economy and financial markets could affect YIT's business and customers, and results of operations*” and “– *Uncertainties and adverse developments in the economy, political environment and financial markets in YIT's operating countries could have a material adverse effect on YIT's business and customers, results of operations, financial position and liquidity, as well as the availability of financing.*”). Financial and operational challenges experienced by customers may impact YIT's ability to collect outstanding accounts receivables fully or in a timely manner, or at all, and, consequently, result in credit losses and have a material adverse effect on YIT's cash flows. In an uncertain economic situation, it may be difficult to cover YIT's customer credit risks with credit insurance. Further, the failure by customers to fulfil their payment obligations towards YIT may have a material adverse effect on the terms or availability of credit insurance for YIT. These factors, combined with limited availability of credit, could also cause YIT's customers to reduce the volume of their purchases in an effort to improve their own financial position.

An uncertain economic situation also leads to increased counterparty risk, that is the risk that one or more of YIT's counterparties in financing transactions (e.g., banks and insurance companies) may be unable to fulfil their contractual obligations to YIT. Despite any efforts by YIT to manage its counterparty risk, there is a possibility that one or more of YIT's financing counterparties could face serious financial difficulties or bankruptcy. If a counterparty risk materialises, YIT may incur costs relating to, among other things, rearranging its credit transactions, including on less favourable terms, such as an incremental change in its financing rate. Further, counterparty risks that materialise could force YIT to obtain alternative financing to meet its obligations under its financing arrangements, and such financing may not be available on commercially acceptable terms, or at all.

Materialisation of a credit or counterparty risk could have a material adverse effect on YIT's business, financial position, results of operations and prospects and thereby, on the Issuer's ability to fulfil its obligations under the Notes.

***Any impairments on goodwill, other intangible or tangible assets, investments or inventories could have a material adverse effect on YIT's financial position and result.***

As at 31 March 2024, YIT had EUR 248 million in goodwill, EUR 3 million in other intangible assets, EUR 21 million in property, plant and equipment, EUR 57 million in leased property, plant and equipment and EUR 77 million in investments in associated companies and joint ventures. YIT's equity as at 31 March 2024 was EUR 866 including a hybrid bond of EUR 99 million.

Other intangible and property, plant and equipment are amortised and depreciated over their useful lives. These assets and the investments in associated companies and joint ventures are tested for impairment if events or changes in circumstances indicate that the carrying value of an asset exceeds its fair value. Goodwill is not amortised but instead tested annually for impairment and whenever there are indications of impairment. The key assumptions affecting the present value of cash flows are developments in the market and the competitive situation, the extent and profitability of the tested business and the discount factor. In impairment testing, the discounted present value of the recoverable cash flows of each cash-generating unit are compared to the unit's carrying value. If the present value of a cash-generating unit's cash flows is lower than its carrying value, the difference is recorded as an expense in the income statement for the current financial year. Changes in income, growth development or the cash flow forecasts based on YIT's strategic plans, the discount rate or terminal growth could lead to write-downs on goodwill, which could weaken YIT's result. Other events or circumstances that lower the value of goodwill may include greater economic uncertainty, growing competition and factors leading to a decline in sales or profitability.

As at 31 March 2024, YIT's inventories stood at EUR 1,353 million and leased inventories stood at EUR 205 million. In 2023, YIT recognised inventory write-downs amounting to EUR 3 million and in 2022 to EUR 1 million. In 2022, YIT recognised inventory write-downs related to discontinued Russian operations of EUR 137 million. There were no other material impairments or write-downs related to goodwill, other intangible or tangible assets, investments or inventories in 2023 or in 2022.

YIT's inventories are valued at the lower of cost or net realisable value. Leased inventories are measured at cost based on the lease liability which is the present value of the future lease payments. The leased inventories are not depreciated. Key

components of YIT's inventories include unfinished and finished apartments, unfinished and finished business premises and unbuilt plots of land (for further information, see "*Description of YIT – Key Assets*"). Apartments, business premises and plots are especially sensitive to the market risk. The geographical location of such assets at both the national and regional level may affect the level of the market risk, as there may be significant regional differences in demand and market growth.

If YIT's management's discretion, assumptions or estimates or market conditions change, the estimate of the recoverable amount of goodwill and other intangible assets or property, plant and equipment or the value of investments in associated companies and joint ventures or inventories could decline significantly, causing impairments. If YIT were to be required to record any significant impairment losses related to goodwill, other intangible assets or property, plant and equipment or the value of investments in associated companies and joint ventures or inventories in the future, such losses would be recognised as a cost in the Company's income statement and this could, depending on the size of the impairment losses in question, have a material adverse effect on YIT's business, financial position and results of operations and thereby, on the Issuer's ability to fulfil its obligations under the Notes.

***The timing of the revenue recognition of projects could cause YIT's result to fluctuate.***

YIT has revenues which are recognised over time and at a point in time. Residential development projects where individual apartments are sold to customers are recognised at a point in time. In addition, YIT has other offerings containing self-developed projects from which revenue is recognised at a point in time. Sometimes there may be delays in handover or closing the transactions which may delay revenue recognition from self-developed project. For example, the closing the transaction may be subject to certain conditions to which YIT has no control, such as authority approvals or fulfilment of other transaction specific closing conditions. If the completion of such self-development project or closing of the transaction deviates from original plan, the timing of the revenue recognition of such a project could cause YIT's revenue, operating profit and result from the period to fluctuate significantly from one reporting period to another.

Revenue from construction is recognised over time, if the criteria for revenue recognition over time is met. The amount of revenue recognised from such a contract may fluctuate from one period to another if the projects per centage of completion deviates from original plan. Additionally, timing of revenue recognition may fluctuate due to changes to contract scope after work has been started, disputes related to additional work or modifications, or due to the cancellation of the projects.

If the management estimates that a construction project will generate a loss, i.e. its total expenses will exceed its total revenue, the estimated loss is recognised as an expense immediately. If YIT's management is unable to estimate the total result reliably, revenue from a customer contract is recognised only to the extent that an amount equivalent to costs incurred will probably be recoverable and costs are recognised as an expense during the financial year in which they are incurred.

The timing of the revenue recognition of the projects could cause YIT's result to fluctuate from one reporting period to another. In addition to revenue recognition having a direct effect on the result for the period in question, fluctuations in the result could also have, among other things, a material adverse effect on YIT's business and financial position and thereby, on the Issuer's ability to fulfil its obligations under the Notes as well as the market price and value of the Notes.

***YIT's tax burden may increase due to changes in tax legislation or its application and interpretation, or as a result of current or future tax audits or claims, and YIT may not be able to utilise its deferred tax assets.***

Due to the international nature of its business, YIT is subject to tax laws and regulations of several jurisdictions, especially with respect to transfer pricing as well as other national tax related risks. In addition, the estimation of YIT's total income taxes requires thorough consideration and numerous filings in various countries and the final amount of taxes related to certain transactions and calculations cannot be estimated with full certainty. Moreover, tax authorities may question the conformance of the transfer pricing rules YIT may follow in its operations. The tax burden of YIT is, therefore, dependent on specific aspects of tax laws and regulations in several jurisdictions, including their application and interpretation. The applicable laws, tax treaties, court tax practice and tax authority administrative practice may change over time and the changes may have a retroactive effect in taxation. Changes in tax laws and regulations and their interpretation and application could increase YIT's tax burden significantly, which could have a material adverse effect on YIT's business, financial position and results of operations. For example, the Anti-Tax Avoidance Directive (EU) 2016/1164 ("**ATAD**") and Directive (EU) 2017/952 amending Directive (EU) 2016/1164 ("**ATAD II**") may require Member States to amend their tax legislation or taxation practices and to implement, among other things, exit tax rules, limitations on the right to deduct interest expense and controlled foreign company rules as well as rules as regards to hybrid mismatches. Finland has, for example, enacted laws on hybrid mismatches, including reverse hybrid mismatches. Amendments due to ATAD or ATAD II and other possible future amendments could increase YIT's tax burden. Furthermore, the introduction of the OECD multilateral instrument and the inclusion of the so-called principal purpose test in the same could increase uncertainty with respect to application of tax treaties. Also OECD's GloBE-rules, Pillar Two Directive (EU) 2022/2523 and the domestic tax legislation relating to it (Minimum Taxation Act, 1308/2023) may increase YIT's tax burden as YIT is in the scope of Pillar Two rules.

YIT can be, from time to time, subject to general tax audits performed by national tax authorities. Future tax audits or other

review actions of tax or other relevant authorities could lead to additional taxes, such as income taxes, Pillar Two Global Minimum Taxes, withholding taxes and property taxes, capital gains taxes, asset transfer taxes and value added taxes, being levied. This could lead to an increase in YIT's tax liabilities either through the tax in question being levied directly on YIT or through YIT being considered liable to pay the tax as a secondary tax-liable entity.

Ongoing and future tax audits and claims could have an effect on YIT. YIT has participated, and may also participate in the future, in corporate transactions. Tax authorities may reject some of the views presented by YIT and as a consequence levy back taxes or reject tax refund demands. The main items under discussion or already disputed relate to transfer pricing and business-related taxes. Although YIT currently believes that such ongoing or future tax audits or disputes do not have a significant effect on YIT's financial position and profitability, the materialisation of any of the abovementioned risks could have a material adverse effect on YIT's business, financial position and results of operations and thereby, on the Issuer's ability to fulfil its obligations.

The management's estimates form a part of the criteria for recording deferred tax assets. The most common deductible temporary difference between taxation and accounting is a tax loss. The management must estimate whether a sufficient amount of taxable income will be generated in the future against which unused tax loss carry forwards can be utilised. A deferred tax asset is recorded on losses only to the extent of taxable income that it is probable will be generated in future years against which YIT will be able to utilise its tax loss carry forwards. YIT's deferred tax assets in the consolidated statement of financial position totalled EUR 56 million and deferred tax liabilities EUR 1 million as of 31 March 2024. YIT's ability to generate taxable income will be subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond its control. If taxable income is lower than assumed when estimating YIT's deferred tax assets, then the value of the deferred tax assets would be reduced, which could have a material adverse effect on YIT's business, financial position and results of operations. In addition, the value of YIT's deferred tax assets would be reduced if tax rates are reduced. The loss of tax loss carry forwards or YIT's inability to utilise tax loss carry forwards in full could have a material adverse effect on YIT's, net result and financial position, and thereby, on the Issuer's ability to fulfil its obligations.

#### **Risks relating to the Notes as debt of the Issuer**

##### ***Investors may lose their investment in the Notes.***

Investors of the Notes are exposed to a credit risk in respect of the Issuer. The investor's possibility to receive payment under the Notes is thus dependent on the Issuer's ability to fulfil its payment obligations, which in turn is to a large extent dependent on developments in the Issuer's business and financial performance. Should the Issuer become insolvent during the term of the Notes, an investor may forfeit interest payable on, and the principal amount of, the Notes in whole or in part.

##### ***The Issuer may not be able to finance the repurchase of the Notes following a Change of Control Event, a Demerger Event or the acceleration of the Notes.***

Upon a Change of Control Event, a Demerger Event, or in the event of the acceleration of the Notes in accordance with Clause 12 of the Terms and Conditions of the Notes, the Noteholders are entitled to demand repurchase of the Notes at a price per Note equal to 100 per cent of its nominal amount together with accrued but unpaid interest. The source for any repurchase required as a result of any such event will be available cash or cash generated from operating activities or other sources, including borrowings, sales of assets, sales of equity or funds provided by subsidiaries of the Issuer. If a Change of Control Event, a Demerger Event or the acceleration of the Notes occurs, there can be no assurance that the Issuer will have or will be able to generate sufficient funds to repurchase the Notes that have been requested to be repurchased.

##### ***The Issuer may merge with its subsidiaries, effect asset sales or otherwise effect significant transactions that may have an adverse effect on the Notes and the Noteholders without the consent of the Noteholders.***

The Issuer and its subsidiaries may be able to merge or otherwise effect significant transactions without the consent of the Noteholders. Furthermore, although Clause 11.2 (*Disposals*) of the Terms and Conditions of the Notes contain restrictions on the Issuer's ability to enter into an asset sale transaction, these restrictions are subject to several significant qualifications and exceptions.

In the event the Issuer was to enter into an asset sale transaction, Noteholders could be materially and adversely affected through any adverse change in the financial condition and prospects of the Issuer. Furthermore, the Change of Control condition included in the Terms and Conditions of the Notes does not restrict any of the current shareholders of the Issuer from disposing any or all of their shareholdings. Any such adverse change may adversely affect the liquidity, values and market prices for the Notes which in turn could materially and adversely affect the Noteholders.

##### ***YIT may incur additional debt without the consent of the Noteholders.***

YIT may be able to incur additional debt in the future. Although Clause 11.1 (*Negative pledge*) and Clause 11.6 (*Limitation*

*on Financial Indebtedness*) of the Terms and Conditions of the Notes contain restrictions on the incurrence of additional debt, these restrictions are subject to a number of significant qualifications and exceptions, and debt incurred in compliance with these restrictions could be substantial and secured. Under the Terms and Conditions of the Notes, in addition to specified permitted indebtedness and secured indebtedness, YIT will be able to incur additional indebtedness so long as the ratio of Adjusted EBITDA to Total Net Interest Costs for the Relevant Period ending on the last day of the period covered by the most recent consolidated financial statements published by the Issuer in accordance with Clause 10.1 (*Information from the Issuer*) of the Terms and Conditions of the Notes is no less than 2.0, where the Total Net Interest Costs shall in the said calculation include the aggregate pro forma finance costs of the incurred Financial Indebtedness for the following 12 month period. To the extent such Financial Indebtedness is used to refinance existing Financial Indebtedness, finance costs of that repaid Financial Indebtedness are deducted from the Total Net Interest Costs in such calculations. If the Adjusted EBITDA to Total Net Interest Costs is less than 2.0, YIT's ability to incur debt will be limited to that described in Clause 11.6.3 of the Terms and Conditions of the Notes. Incurring additional debt permitted under the Terms and Conditions of the Notes may reduce the amount recoverable by the Noteholders upon winding-up or insolvency of the Issuer.

***No voting rights in the Issuer's general meetings.***

The Notes carry no voting rights with respect to the general meetings of shareholders of the Issuer. Consequently, in the Issuer's general meetings of shareholders, the Noteholders cannot influence any decisions by the Issuer to redeem the Notes or any decisions by the Issuer's shareholders concerning, for instance, the capital structure of the Issuer or any other matters relating to the Issuer.

**Risks relating to the marketability of the Notes**

***Active trading market for the Notes may not develop.***

The Notes constitute a new issue of securities and there has been no prior public market for the Notes. Although application will be made to list the Notes on the Helsinki Stock Exchange, there can be no assurance that such application will be approved. Further, even if the listing application is approved, there can be no assurance that a liquid public market for the Notes will develop, and even if such a market were to develop, neither the Issuer nor the Joint Bookrunners are under any obligation to maintain such a market. In the absence of a secondary market, Notes may be difficult to sell at a satisfactory market price and the investor should be aware that it may realise a loss upon sale if Notes are sold prior to the redemption date. Even if the Notes are listed on an exchange, trading in the Notes will not always take place. Thus, it may be difficult and costly for the holder of the Notes to sell Notes within a short time frame, or at all, and it may be difficult for the holder to obtain a price that is equivalent to the price obtainable for securities that are traded in a liquid secondary market.

The liquidity and the market price for the Notes can be expected to vary with changes in market and economic conditions, the financial condition and prospects of the Issuer and other factors that generally influence the market prices of securities. Such fluctuations may significantly affect the liquidity and the market price of the Notes, which may trade at a discount to the price at which the Noteholder invested in the Notes. Moreover, if additional and competing products are introduced in the markets, it could have a material adverse effect on the market price of the Notes.

***Since the Notes bear a floating interest rate, their price may vary as a result of changes in the interest rates.***

The Notes bear interest on their outstanding principal amount at a floating interest rate. The interest rate may vary during the investment period. If the interest rate develops in an unfavourable manner, the yield of an investor may be less than expected or an investor may not receive any profits. Additionally, the rate of a floating rate interest at any given time may not depict the past or future performance of the Notes.

A holder of a security with a floating interest rate is exposed to the risk that the market value of the security may fall as a result of changes in the market interest rates. Market interest rates follow the changes in general economic conditions, and are affected by, among other things, demand and supply for money, liquidity, inflation rate, economic growth, benchmark rates of central banks, implied future rates, and changes and expectations related thereto. Consequently, the Noteholders should be aware that movements of market interest rates may result in a material decline in the market price of the Notes and can lead to losses for the Noteholders if they sell the Notes.

***The regulation and reform of “benchmarks” may adversely affect the value of Notes linked to or referencing such “benchmarks”.***

Interest rates and indices which are deemed to be “benchmarks” (such as, in the case of the Notes, EURIBOR), are the subject of recent national and international regulatory guidance and proposals for reform (see “*Overview of the Issue of the Notes - Interest on the Notes*”). Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on the Notes linked to or referencing such a “benchmark”.

For example, the Benchmarks Regulation (according to which EURIBOR constitutes a benchmark) could have a material impact on any Notes, in particular, if the methodology or other terms of the “benchmark” are changed in order to comply with the requirements of the Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant “benchmark”. More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of “benchmarks”, could increase the costs and risks of administering or otherwise participating in the setting of a “benchmark” and complying with any such regulations or requirements. Such factors may have the following effects on certain “benchmarks”: (i) discourage market participants from continuing to administer or contribute to the “benchmark”, (ii) trigger changes in the rules or methodologies used in the “benchmark” or (iii) lead to the disappearance of the “benchmark”. Any of the above changes or any other consequential changes as a result of national or international reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes.

The Terms and Conditions of the Notes provide for certain fallback arrangements in the event that a Base Rate Event (as defined in the Terms and Conditions of the Notes) occurs. These fallback arrangements will include the possibility that the relevant rate of interest could be set or, as the case may be, determined by reference to a successor base rate, in either case as adjusted by reference to an applicable adjustment spread, all as determined by an Independent Adviser. An adjustment spread could be positive, negative or zero and may not be effective in reducing or eliminating any economic prejudice or benefit (as the case may be) to investors arising out of the replacement of the original base rate with the successor base rate. The use of a successor base rate (including with the application of the applicable adjustment spread) will still result in the Notes referencing an original reference rate performing differently (which may include payment of a lower rate of interest) than they would if the original reference rate were to continue to apply in its current form.

In addition, the Issuer may, without the consent of the Noteholders, specify the changes to the Terms and Conditions of the Notes required to give effect to the relevant changes.

No consent of the Noteholders shall be required in connection with effecting any relevant successor base rate or any other related adjustments and/or amendments described above. Any such adjustment could have unexpected commercial consequences and there can be no assurance that, due to the particular circumstances of each Noteholder, any such adjustment will be favourable to each Noteholder.

In certain circumstances, the ultimate fallback of interest for a particular Interest Period may result in the rate of interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for the Notes based on the rate which was last observed on the relevant screen page. In addition, due to the uncertainty concerning the availability of successor base rates and the involvement of an Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time. Any such consequences could have a material adverse effect on the value of and return on any such Notes.

***Repurchase of the Notes by the Issuer prior to maturity may have an adverse effect on the Issuer and on any Notes outstanding.***

As specified in the Terms and Conditions of the Notes, the Noteholders are entitled to demand the repurchase of the Notes at a price per Note equal to 100 per cent of the nominal amount of the Note together with accrued but unpaid interest in case of a Change of Control Event or a Demerger Event (see Clause 8.4 (*Mandatory repurchase due to a Change of Control Event or a Demerger Event (put option)*)). Such repurchase may have an adverse effect on YIT’s business, financial condition, results of operations and future prospects and, thereby, on YIT’s ability to fulfil its obligations under the Notes of such Noteholders who elect not to exercise their right to get their Notes repurchased, as well as the market price and value of such Notes.

In addition, as specified in the Terms and Conditions of the Notes, the Issuer may at any time purchase Notes in any manner and at any price prior to maturity and the Issuer may have an obligation to make a tender offer to purchase Notes at nominal value with disposal proceeds received from certain disposals. Only if such purchases are made through a tender offer, such tender must be available to all Noteholders on equal terms. The Issuer is entitled to cancel, dispose of or hold the purchased Notes at its discretion. Consequently, a Noteholder offering Notes to the Issuer in connection with such purchases may not receive the full invested amount. Furthermore, a Noteholder may not have the possibility to participate in such purchases. The purchases – whether by a tender offer or otherwise – may have an adverse effect on such Noteholders who do not

participate in the purchases as well as the market price and value of such Notes.

Furthermore, if at any time the aggregate outstanding Nominal Amount of the Notes is twenty-five (25) per cent or less of the aggregate Nominal Amount of the Notes issued, the Issuer may, at its option, at any time, elect to redeem all of the outstanding Notes in whole, but not in part at a price per Note equal to 100 per cent of the Nominal Amount together with accrued but unpaid Interest to but excluding to the Redemption Date. Such repurchase initiated by the Issuer may incur financial losses or damage, among other things, to such Noteholders who had prepared themselves to have the amount of the Notes invested until the contractual final maturity of the Notes.

***Neither the Notes nor the Issuer are currently rated by any rating agency.***

The Notes or the Issuer are not currently rated by any rating agency. Accordingly, investors are not able to refer to any independent credit rating when evaluating factors that may affect the value of the Notes. The absence of rating may reduce the liquidity of the Notes and/or increase the borrowing costs of the Issuer.

One or more independent credit rating agency may independently assign credit ratings to the Issuer and/or the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed herein, and other factors that may affect the value of the Notes.

### **Risks relating to the status and form of the Notes**

***Modification of the Terms and Conditions of the Notes, such as change of Issuer or change of the interest rate or the nominal amount of the Notes, bind all Noteholders.***

The Terms and Conditions of the Notes may be amended in certain circumstances, with the required consent of a defined majority of the Noteholders. Pursuant to Clause 15.5 of the Terms and Conditions of the Notes, consent of the Noteholders representing at least 66 2/3 per cent of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a procedure in written is required for the following matters: a change to the terms of any of Clause 2.1 regarding the denomination and constitution of the Notes, Clause 2.4 regarding the subordination to the Intercreditor Agreement, Clause 2.5 regarding the nature and ranking of the Notes, and Clause 2.11 regarding the transferability of the Notes, a reduction of the premium payable upon the redemption or repurchase of any Note pursuant to Clause 8 (*Redemption and repurchase of the Notes*) or change in any term triggering the right of such redemption or repurchase, a change to the Interest Rate (other than as a result of the application of Clause 27 (*Replacement of Base Rate*)) or the Nominal Amount of the Notes, a change to the terms for the distribution of proceeds set out in Clause 13 (*Distribution of proceeds*), a change to the terms dealing with the requirements for Noteholders' consent set out in Clause 15 (*Decisions by Noteholders*), a change of issuer, an extension of the tenor of the Notes or any delay of the due date for payment of any principal or interest on the Notes, a release of the Common Transaction Security (except as permitted under the Intercreditor Agreement), any amendment or replacement of the Intercreditor Agreement whereby the ranking of external debt of the Group and the priority of payments among such debt becomes less beneficial to the Noteholders than under the Intercreditor Agreement in force on the Issue Date, a mandatory exchange of the Notes for other securities and early redemption of the Notes, other than upon an acceleration of the Notes pursuant to Clause 12 (*Acceleration of the Notes*) or as otherwise permitted or required by the Terms and Conditions of the Notes.

The Terms and Conditions of the Notes contain provisions for Noteholders to call and attend meetings or participate in a procedure of writing to consider and vote upon matters affecting their interests generally. Resolutions passed at such meetings or in a procedure of writing will bind all Noteholders, including Noteholders who did not attend and vote at the relevant meeting or participate in a procedure of writing and Noteholders who voted in a manner contrary to the majority. This may incur financial losses, among other things, to all Noteholders, including such Noteholders who did not attend and vote at the relevant meeting or participate in a procedure of writing and Noteholders who voted in a manner contrary to the majority.

***The Issuer is not obliged to compensate for withholding tax or similar on the Notes.***

In the event of any withholding tax, public levy or similar being imposed in respect of payments to Noteholders on amounts due pursuant to the Notes, the Issuer is not obliged to gross-up or otherwise compensate Noteholders for the lesser amounts the Noteholders will receive as a result of the imposition of withholding tax or similar. Furthermore, the Noteholders do not have any right to a premature redemption of the Notes based on the same.

***The rights of the Noteholders depend on the Agent's and the Common Security Agent's actions and financial standing.***

By subscribing for, or accepting the assignment of, any Note, each Noteholder will accept the appointment of the Agent (being on the Issue Date Intertrust (Finland) Oy) to act on its behalf and to perform administrative functions relating to the Notes and the Finance Documents (including, for the avoidance of doubt, the, Intercreditor Agreement). The Agent (for and on behalf of the Noteholders) will, in turn, enter into the Intercreditor Agreement appointing Nordic Trustee Oy as the Common Security Agent as the agent and representative of certain secured parties (Finnish: *vakuusagentti*), to represent



and act for such secured parties, including the Noteholders (acting through the Agent), in relation to the Common Transaction Security in accordance with the Intercreditor Agreement.

The Agent shall have, among other things, the right to represent the Noteholders in all court and administrative proceedings in respect of the Notes and the sole right and legal authority to represent the Noteholders vis-à-vis the Common Security Agent. Only the Common Security Agent is entitled to exercise the rights under the Common Transaction Security and enforce the same. The roles of the Noteholders' Agent and the Common Security Agent are governed by the Finnish Act on Noteholders' Agent (574/2017). Any failure by an agent to perform its duties and obligations properly, or at all, may adversely affect the enforcement of the rights of the Noteholders due to, for example, inability to enforce the security and/or receive any or all amounts payable from the security in a timely and effective manner.

Under the Terms and Conditions of the Notes, the funds collected by the Agent as the representative of the Noteholders must be held separately from the funds of the Agent and be treated as escrow funds to ensure that in the event of the Agent's bankruptcy, such funds can be separated for the benefit of the Noteholders. In the event the Agent would fail to separate the funds in an appropriate manner, the funds could be included in the Agent's bankruptcy estate.

The Agent may be replaced by a successor Agent in accordance with the Terms and Conditions of the Notes. Generally, the successor Agent has the same rights and obligations as the retired Agent. It may be difficult to find a successor Agent with commercially acceptable terms or at all. Furthermore, it cannot be excluded that the successor Agent would not breach its obligations under the above documents or that insolvency proceedings would not be initiated against it. The Common Security Agent may resign and a successor Common Security Agent may be appointed in accordance with the Intercreditor Agreement. Generally, the successor Common Security Agent has the same rights and obligations as the retired Common Security Agent. It may be difficult to find a successor Common Security Agent with commercially acceptable terms or at all. Furthermore, it cannot be excluded that the successor Common Security Agent would not breach its obligations under the above documents or that insolvency proceedings would not be initiated against it.

Among other things, the Intercreditor Agreement governs the enforcement of the Common Transaction Security, the sharing in any recoveries from such enforcement and the release of the Common Transaction Security by the Common Security Agent, and provides that, to the extent permitted by applicable law, only the Common Security Agent has the right to enforce the Common Transaction Security on behalf of the Common Secured Parties. As a consequence, the Noteholders will not be entitled to take enforcement action in respect of the Common Transaction Security, except through the Common Security Agent, who will follow instructions set forth in the Intercreditor Agreement. For more information, see "*Additional Information on the Common Transaction Security and Intercreditor Agreement*".

Intertrust (Finland) Oy, being the Agent on the Issue Date, has a professional indemnity insurance which the Agent considers to be in line with market practice. There is however no assurance whether this insurance will be maintained/renewed until the maturity of the Notes or whether any successor Agent will have liability insurance.

Materialization of any of the above risks may have an adverse effect on the enforcement of the rights of the Noteholders and the rights of the Noteholders to receive payments under the Notes.

***The use of proceeds from the Offering may not be suitable investment criteria for all investors seeking exposure to green assets.***

Pursuant to the Terms and Conditions of the Notes, the proceeds from the issue of the Notes are intended to be applied for the purposes of financing or refinancing eligible green projects or assets or otherwise in accordance with YIT's Green Finance Framework dated April 2024 (the "**Green Finance Framework**") (for further information, see "*Green Finance Framework*"). Prospective investors should have regard to the information set out in the Terms and Conditions of the Notes and the Green Finance Framework regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Notes together with any other investigation such investor deems necessary. In particular no assurance is given by the Issuer or the Joint Bookrunners that the use of proceeds for financing or refinancing eligible green projects or assets or otherwise in accordance with the Green Finance Framework will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects, assets or uses, the subject of or related to, any eligible green projects or assets according to the Green Finance Framework (including in relation to the Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment and any related technical screening criteria (the "**EU Taxonomy Regulation**"), the Regulation (EU) 2023/2631 on European Green Bonds and optional disclosures for bonds marketed as environmentally sustainable and for sustainability-linked bonds (the "**EU Green Bond Regulation**"), Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector ("**SFDR**"), and any implementing legislation and guidelines, or any similar legislation).

If the Notes are listed or admitted to trading on any dedicated "green," "environmental," "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), or are included in any

dedicated “green,” “environmental,” “sustainable” or other equivalently-labelled index or indices, no representation or assurance is given by the Issuer, any of the Bookrunners or any other person that such listing or admission, or inclusion in such index or indices, satisfied, whether in whole or in part, any present or future investor expectations or requirements as regard any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any eligible green projects. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another and also the criteria for inclusion in such index or indices may vary from one index to another. Nor is any representation or assurance given or made by the Issuer, the Bookrunners or any other person that any such listing or admission to trading, or inclusion in such index or indices, will be obtained in respect of any such Notes or, if obtained, that any such listing or admission to trading, or inclusion in such index or indices, will be maintained during the life of the Notes.

In addition, no market consensus exists as to what constitutes a “green” labelled project or asset, nor is there any clearly defined legal, regulatory or other similar standardised definition for a “green” labelled project or asset. It is also possible that no such clear definition or market consensus will develop in the future. Consequently, there is a risk that any eligible projects or assets described in the Green Finance Framework will not meet any or all present or future investor expectations as regards such “green” performance objectives or similar labels (including in relation to the EU Taxonomy Regulation and any related technical screening criteria, the EU Green Bond Regulation, SFDR, and any implementing legislation and guidelines, or any similar legislation), nor can any assurance be given that there will be no adverse environmental or other impacts during the implementation of, or otherwise attributable to, any eligible projects or assets described in the Green Finance Framework. The Notes will not be compliant with the EU Green Bond Regulation and are only intended to comply with the requirements and processes in the Green Finance Framework. It is not clear if the establishment of the EuGB label and the optional disclosures regime for bonds issued as “environmentally sustainable” under the EU Green Bond Regulation could have an impact on investor demand for, and pricing of, green use of proceeds bonds that do not comply with the requirements of the EuGB label or the optional disclosures regime, such as the Notes. It could result in reduced liquidity or lower demand or could otherwise affect the market price of the Notes that do not comply with those standards proposed under the EU Green Bond Regulation.

Further, there can be no assurance that the eligible projects or assets described in the Green Finance Framework will be capable of being implemented in or substantially in the manner set out in the Green Finance Framework and that the proceeds from the issue of the Notes will be totally or partially disbursed for such eligible projects or assets or otherwise in accordance with the Green Finance Framework. Nor can there be any assurance that any eligible projects or assets described in the Green Finance Framework will be completed within any specified period or at all or with the results or outcome as originally expected or anticipated by the Issuer, and even though the Terms and Conditions of the Notes contain an event of default provision regarding the non-compliance by the Issuer with the Terms and Conditions of the Notes, including also Clause 3 (*Use of proceeds*), there is a risk that the Noteholders will not have appropriate or timely remedies, or any remedies at all, available in any such event or failure.

Any such event or failure to apply the proceeds from the issue of the Notes for financing or refinancing eligible green projects or assets or otherwise in accordance with the Green Finance Framework as aforesaid may have a material adverse effect on the value of the Notes and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

***The second-party opinion and post-issuance review on the Green Finance Framework may not be deemed reliable on an ongoing basis.***

Sustainalytics (“**Sustainalytics**”) has provided the Issuer with a second-party opinion on the Green Finance Framework. Based on its review, Sustainalytics is of the opinion that the Issuer’s Green Finance Framework is credible and impactful and aligns with the four core components of the Green Bond Principles 2021 and the Green Loan Principles 2023 (each as defined therein) (for further information, see “*Green Finance Framework*”). In addition, YIT will publish a Green Finance Framework Impact Report annually, until full allocation and in the event of a significant change in the allocations. An independent verifier appointed by YIT will provide, on an annual basis, a statement that an amount equal to the Green Debt net proceeds has been allocated to Green Projects or to temporary holdings (“post-issuance review”). Neither the independent verifier nor Sustainalytics are responsible for the implementation of the Green Finance Framework. Furthermore, Sustainalytics is not following up on the investments made under the Green Finance Framework and also the independent verifier is conducting its follow-up only on the limited assurance basis and, therefore, the opinion and the post-issuance reviews may be misleading on an ongoing basis. Further, the opinion and post-issuance reviews will only be current on the date such opinion or post-issuance review is issued and could be deemed irrelevant at a later stage. The providers of such post-issuance reviews and opinions might not be subject to any specific supervision or regulatory regime and there is a risk that they will be deemed as not being reliable or objective in the future.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of such opinion (whether or not solicited by the Issuer) in connection with the issue of the Notes and in particular with any financing or

refinancing of eligible green projects or assets or otherwise in accordance with the Green Finance Framework to fulfil any environmental, sustainability, social and/or other criteria. Such opinion is not, nor should be deemed to be, a recommendation by the Issuer or any other person to buy, sell or hold any Notes. There is a risk that the Green Finance Framework or the use of proceeds from the issue of the Notes will not satisfy any and all present or future investors as regards any investment criteria or guidelines which such investor or its investments are required to comply with.

Any such event or failure to apply the proceeds from the issue of the Notes for financing or refinancing eligible green projects or assets or otherwise in accordance with the Green Finance Framework and/or withdrawal of any such opinion attesting that the Issuer is not complying in whole or in part with any matters for which such opinion is opining on may have a material adverse effect on the value of the Notes and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

***The right to payment under the Notes may become void due to prescription.***

In case any payment under the Notes has not been claimed within three (3) years from the original due date thereof, the right to such payment shall become void. Such prescription may incur financial losses to such Noteholders who have not claimed payment under the Notes within the prescription time of three (3) years.

**Risks related to the Common Transaction Security and the Intercreditor Agreement**

***The Common Transaction Security may be insufficient to cover all the Common Secured Obligations.***

There is no assurance that the Common Transaction Security, benefiting, among others, the Noteholders, will be sufficient to cover all the Common Secured Obligations and, therefore, all the Issuer's payment obligations under the Notes may not be secured in part or in whole. For example, the Intercreditor Agreement includes a right, under certain conditions, for additional creditors to accede to the Intercreditor Agreement (either as a result of refinancing of the liabilities to the original Common Secured Parties or as a result of incurrence of additional indebtedness) which may increase the amount of the Common Secured Obligations and accordingly reduce the proportionate share of the Noteholders of the Common Transaction Security. The receivables of the Noteholders rank *pari passu* with the receivables of the other parties benefitting from the Common Transaction Security, except for certain liabilities owed to the Common Security Agent, any Credit Facility Agent, the Noteholders' Agents or the Issuer Agent and certain enforcement costs of the Common Secured Parties, which will have priority to the enforcement proceeds of the Common Transaction Security.

No valuation of the Common Transaction Security has been prepared in connection with the issuance of the Notes and any earlier valuation of the assets on the basis of which the security pool value is determined or the determination method applied, might be inaccurate and might not properly reflect the actual market value of the assets that are covered by the Common Transaction Security. The fair market value of the assets subject to the Common Transaction Security is subject to fluctuations based on factors that include among others, the Issuer's ability to implement its business strategy, the ability to sell the assets subject to the Common Transaction Security in an orderly sale, general economic and political conditions, the availability of buyers and similar factors. The amount to be received upon a sale of the assets subject to the Common Transaction Security would be dependent on numerous factors, including, but not limited to, the actual fair market value of the asset subject to Common Transaction Security in question at such time, general, market and economic conditions, legal restrictions and the timing and the manner of the sale. There can be no assurance that the Common Transaction Security can be enforced at a price reflecting fair market value or at all.

Furthermore, any security in respect of the Issuer's obligations under the Notes from the Issuer's subsidiaries are limited by financial assistance rules and corporate benefit principles of the laws of Finland, entailing a risk that the amounts to be recovered from an enforcement may be limited and not sufficient in order to satisfy all obligations of the Issuer under the Notes. If a subsidiary or other company which shares or partnership interest have been pledged in favour of the Noteholders, is subject to any foreclosure, dissolution, winding-up, liquidation, recapitalisation, administrative or other bankruptcy or insolvency proceedings, the shares or partnership interest that are subject to such pledge may then have limited value because all of the subsidiary's or the company's obligations must first be satisfied, potentially leaving little or no remaining assets in the subsidiary or the company for the Noteholders. As a result, the Noteholders may not recover the full value (or any value in the case of an enforcement sale) of the shares. In addition, the value of the shares or partnership interest subject to pledges may decline over time. The value of any intragroup loans within the Group, which is subject to security in favour of the Noteholders, is largely dependent on such debtor's ability to repay the loan. Should such debtor be unable to repay its debt obligations upon an enforcement of a pledge over the intragroup loan, the Noteholders may not recover the full or any value of the security granted over the intragroup loan.

***Assets subject to the Common Transaction Security may vary and may be subject to other rights than the security interest of the Common Secured Parties.***

Many of the assets pledged as Common Transaction Security (including real estate properties) are (and may further be) subject to rights of third parties that may rank above or below the Common Transaction Security, such as certain rights of

use. Such rights may have an impact on the enforcement of security and either increase or decrease the proceeds obtainable in case of enforcement of the Common Transaction Security.

While as the general rule security granted at the time when a debt is issued is not subject to a recovery risk under the Finnish Act on Recovery to a Bankruptcy Estate (758/1991, as amended), a security interest may be revoked if it is established within three months prior to the commencement of insolvency proceedings, if the security interest has not been agreed upon in connection with the granting of the relevant debt or the perfection thereof has not been effected without undue delay. As the Common Transaction Security consists partly of a pool of assets where the assets may vary during the term of the Notes, there is a risk that the mandatory Finnish bankruptcy laws would require under certain circumstances that the Common Transaction Security granted within a critical time be recovered to the bankruptcy estate of the provider of such security, should the provider of such security be subject to formal insolvency proceedings in Finland. In such case, there can be no assurance that any remaining security is sufficient to cover the Issuer's obligations in full or in part.

***Common Transaction Security may be released under certain circumstances.***

In addition to the authority for the Common Security Agent to release relevant part of the Common Transaction Security and to discharge Common Secured Obligations and certain intra-group liabilities in order to facilitate enforcement of Common Transaction Security or a distressed disposal or appropriation made in accordance with the Intercreditor Agreement, the Intercreditor Agreement provides that in connection with a disposal, replacement or other release of an asset by a member of Group permitted under the terms of the secured financing under non-distressed circumstances, the Common Security Agent is authorised to release Common Transaction Security over that asset and where the asset consists of shares in a group company, also the Common Transaction Security over any intra-group loans granted to such company. Certain types of such non-distressed disposals, replacements or other releases of the Common Security Assets may be made acting on the instructions of only the Common Security Agent or of other Common Secured Parties than the Noteholders as set out in the Intercreditor Agreement. Furthermore, the Intercreditor Agreement provides that the debtors of the intragroup loans subject to the Common Transaction Security may make any payments (whether of principal, interest or otherwise) when due to the creditors thereof. Although, the Common Transaction Security shall be released *pro rata* between the Common Secured Parties and continue to have the same ranking between the Common Secured Parties as set forth in the Intercreditor Agreement, such release or payment of intragroup loans subject to the Common Transaction Security may impair the security interest and the secured position of the Noteholders.

For more information on release of the Common Transaction Security, see "*Additional Information on the Common Transaction Security and Intercreditor Agreement*".

***The enforcement of security will be subject to the procedures and limitations set out in the Intercreditor Agreement.***

Even when the Common Transaction Security is enforceable, the enforcement is subject to the procedures and limitations agreed in the Intercreditor Agreement. As there are other Common Secured Party groups than the Noteholders, there can be no assurance as to the ability of the Noteholders without the support of the other creditor groups to (through the Agent) instruct the Common Security Agent to initiate any enforcement procedures. The Intercreditor Agreement also contains limitations on the ability of different creditor groups to take action under the Intercreditor Agreement and, therefore, any enforcement of security may be delayed due to the provisions of the Intercreditor Agreement. For more information on the Intercreditor Agreement, see "*Additional Information on the Common Transaction Security and Intercreditor Agreement*".

***Insolvency administrator may not respect the Intercreditor Agreement.***

The Intercreditor Agreement contains provisions for the sharing between the Common Secured Parties of the proceeds received from the enforcement of the Common Transaction Security. If a Common Secured Party receives enforcement proceeds or other payments in excess of what is stipulated by the Intercreditor Agreement, such Common Secured Party is obligated to share such proceeds or payments with the other Common Secured Parties. However, it is not certain that a Common Secured Party or a bankruptcy administrator of such Common Secured Party would respect the Intercreditor Agreement which potentially could adversely affect the other Common Secured Parties.

***The shorter tenor of and possible prepayment requirements under the other obligations secured by the Common Transaction Security may have an adverse effect on the interests of the Noteholders.***

The Notes, the 2026 Notes and the other Common Secured Obligations (existing at the time of issuance of the Notes under the Common Security Documents) do not have the same tenor and the Issuer may repay such or any other Common Secured Obligations existing from time to time without having to make corresponding payments under the Notes. The shorter tenor of any other Common Secured Obligations, and the possible prepayment obligations thereunder could have an adverse effect on the interests of the Noteholders.

Furthermore, certain disposal proceeds received from permitted disposals of the Common Transaction Security may be first applied towards the prepayment or repayment of the Credit Facility Liabilities in full or in part as set out in Clause

11.2 (*Disposals*) of the Terms and Conditions of the Notes and in the Intercreditor Agreement prior to making any repurchase of the Notes. Any prepayments of the Credit Facility Liabilities could have an adverse effect on the interests of the Noteholders.

***The Intercreditor Agreement and the documents governing the Common Transaction Security may be amended without the consent of the Noteholders.***

The Terms and Conditions of the Notes provide for the Agent to agree to amendments of, and grant waivers and consents in respect of, the Intercreditor Agreement and the Common Security Documents without consulting the Noteholders in certain events (subject to the provisions of the Intercreditor Agreement) provided that such amendment or waiver (i) is not detrimental to the interest of the Noteholders in any material respect, or is made solely for the purpose of rectifying obvious errors and mistakes, (ii) is required by applicable law, a court ruling or a decision by a relevant authority, (iii) has been duly approved by the Noteholders, (iv) is made to replace the base rate in accordance with to Clause 27 (*Replacement of Base Rate*) of the Terms and Conditions of the Notes, (v) amends the Intercreditor Agreement in such a way which does not result in the ranking of external debt of the Group and the priority of payments among such debt to become less beneficial to the Noteholders than under the Intercreditor Agreement in force on the Issue Date, or (vi) is entered into to enable any refinancing or replacement of any Common Secured Obligations *pari passu* with such Common Secured Obligations that are being refinanced or replaced and which does not benefit from any guarantees or security beyond those benefiting the other Common Secured Parties. Any of the before-mentioned actions may result in less beneficial rights and more cumbersome obligations for the Noteholders under the Intercreditor Agreement and the Common Security Documents.

***Rights in the Common Transaction Security may be adversely affected by the failure to perfect it or to ensure its proper maintenance.***

The Noteholders and the other Common Secured Parties are represented by the Common Security Agent in all matters relating to Common Transaction Security. There is a risk that the Common Security Agent, or anyone appointed by it, does not properly fulfil its obligations in terms of perfecting, maintaining, enforcing or taking other necessary actions in relation to the Common Transaction Security.

According to Finnish, Estonian, Latvian and Lithuanian law a security interest in certain assets can only be properly perfected and its priority retained through certain actions undertaken by the Common Secured Party or the security provider. The Common Transaction Security may not be perfected if the Common Security Agent or the relevant security provider is not able to or does not take the actions necessary to perfect or maintain the perfection of any such security. Such failure may result in the ineffectiveness of the relevant Common Transaction Security or adversely affect the priority of such security interest in favour of third parties, including a bankruptcy administrator and other creditors who claim a security interest in the same Common Transaction Security.

***The enforcement of the security may be delayed and the ability of the Common Security Agent to enforce certain of the Common Transaction Security may be restricted by local law.***

Due to the liquidity constraints, the enforceability of the Common Transaction Security may be subject to uncertainty. As the Common Transaction Security consists of a pool of assets where the assets may vary during the term of the Notes, it cannot be excluded that the quality of the security pool deteriorates during the term of the Notes. Assets which could be more attractive to the Noteholders as security, for example, due to their efficient realisation in an enforcement situation may be replaced by Issuer with other assets which are more difficult to realise. For these reasons, the realisation process may take more time than expected, and the Noteholders may not receive the invested principal and the accrued interest when due under the Terms and Conditions of the Notes.

The ability of the Common Security Agent to enforce the Common Transaction Security is subject to mandatory provisions of the laws of each jurisdiction in which the Common Transaction Security is taken. For example, the laws of certain jurisdictions may not allow for an appropriation of certain pledged assets but require a sale through a public bailiff and certain waiting periods may apply. Enforcement of a Finnish law property mortgage is required to be carried out by a public bailiff upon the creditor obtaining an enforceable execution title (e.g. a non-appealable court judgment). In addition, any enforcement may be delayed due to any inability to sell the security assets in a timely and efficient manner.

***Enforcing rights under the Common Transaction Security across multiple jurisdictions may prove difficult.***

The Common Transaction Security includes the shares of certain of the Issuer's subsidiaries incorporated under Estonian, Latvian and Lithuanian law. In the event of a bankruptcy, insolvency or similar event, proceedings could be initiated in various jurisdictions. Such multijurisdictional proceedings are likely to be complex and costly for creditors and otherwise may result in greater uncertainty and delay regarding the enforcement of the rights of the Noteholders. The rights of the Noteholders under the Notes and the Common Transaction Security will be subject to the insolvency and administrative laws of several jurisdictions and there can be no assurance that the Common Security Agent will be able to effectively

enforce the Common Secured Parties' rights in such complex, multiple bankruptcy, insolvency or similar proceedings. The multijurisdictional nature of enforcement over the Common Transaction Security may limit the realisable value of the Common Transaction Security. The validity of the Common Transaction Security may be subject to challenge and the Common Transaction Security may be set aside in insolvency proceedings.

Moreover, in certain jurisdictions, it is unclear whether all Common Transaction Security give the Common Security Agent a right to prevent other creditors from foreclosing on and realising the Common Transaction Security or whether certain security interests only give the Common Security Agent priority in the distribution of any proceeds of such realisation. Accordingly, the Common Security Agent and Noteholders may not be able to avoid foreclosure by other creditors (including unsecured creditors) on the assets subject to Common Transaction Security.

## GENERAL INFORMATION

### Issuer

YIT Corporation  
Panuntie 11  
FI-00620 Helsinki  
Finland

### Global Coordinators and Joint Bookrunners for the Issue of the Notes

Danske Bank A/S  
c/o Danske Bank, Finland Branch  
Kasarmikatu 21 B  
FI-00130 Helsinki  
Finland

Nordea Bank Abp  
Satamaradankatu 5  
FI-00020 Nordea, Helsinki  
Finland

OP Corporate Bank plc  
Gebhardinaukio 1  
FI-00510 Helsinki  
Finland

### Joint Bookrunners for the Issue of the Notes

Skandinaviska Enskilda Banken AB (publ)  
Eteläesplanadi 18  
FI-00130 Helsinki  
Finland

Swedbank AB (publ)  
c/o Swedbank AB (publ), Finnish Branch  
Kasarmikatu 25 A  
FI-00130 Helsinki  
Finland

### Legal Adviser to the Issuer

Hannes Snellman Attorneys Ltd  
Eteläesplanadi 20  
FI-00130 Helsinki  
Finland

### Legal Adviser to the Joint Bookrunners

Borenus Attorneys Ltd  
Eteläesplanadi 2  
FI-00130 Helsinki  
Finland

### Auditor

Ernst & Young Oy  
Korkeavuorenkatu 32-34  
FI-00130 Helsinki  
Finland

## **Responsibility Statement**

This Listing Prospectus has been prepared by the Issuer and the Issuer is responsible for the information contained in this Listing Prospectus. The Issuer declares that the information contained in this Listing Prospectus is, to the best knowledge of the Issuer, in accordance with the facts and this Listing Prospectus makes no omission likely to affect its import.

## **Forward-looking Statements**

This Listing Prospectus contains forward-looking statements about YIT that are not historical facts, but statements about future expectations. When used in this Listing Prospectus, the words “aims”, “anticipates”, “assumes”, “believes”, “could”, “estimates”, “expects”, “intends”, “may”, “plans”, “should”, “will”, “would” and similar expressions as they relate to YIT or YIT’s management, identify certain of these forward-looking statements. Other forward-looking statements can be identified in the context in which the statements are made. Forward-looking statements are set forth in a number of places in this Listing Prospectus, including “*Risk Factors*”, “*Description of YIT*”, and wherever this Listing Prospectus includes information on the future results, plans and expectations with regard to YIT, the future growth and profitability of YIT and the future general economic conditions to which YIT is exposed.

These forward-looking statements are based on YIT’s present plans, estimates, projections and expectations. They are based on certain expectations, which even though they seem to be reasonable at present, may turn out to be incorrect. Such forward-looking statements are based on assumptions and are subject to various risks and uncertainties. Prospective investors should not unduly rely on these forward-looking statements. Numerous factors may cause YIT’s actual results, realised revenues or performance to differ materially from the results, revenues and performance expressed or implied in the forward-looking statements. See “*Risk Factors*” for information on factors that could cause YIT’s actual results of operations, performance or achievements to differ materially.

YIT does not intend and does not assume any obligation to update any forward-looking statements contained herein unless required by applicable legislation.

## **Alternative Performance Measures**

Information incorporated into this Listing Prospectus by reference and this Listing Prospectus include certain financial measures, which, in accordance with the “*Alternative Performance Measures*” guidance issued by the European Securities and Markets Authority, are not accounting measures defined or specified in IFRS and are, therefore, considered alternative performance measures. These alternative performance measures are operating profit; adjusted operating profit; capital employed; interest-bearing debt; net interest-bearing debt; equity ratio; gearing ratio; return on capital employed ROCE; net debt/adjusted EBITDA ratio; return on equity; interest cover ratio; and order book. For detailed definitions of the above-mentioned alternative performance measures and reconciliation of certain key figures, see YIT’s report of the Board of Directors as at and for the year ended 31 December 2023 incorporated by reference into this Listing Prospectus.

YIT presents alternative performance measures as additional information to financial measures presented in the consolidated income statement, consolidated statement of financial position and consolidated cash flow statement prepared in accordance with IFRS as YIT believes that they provide meaningful supplemental information to the financial measures presented in the consolidated financial statements prepared in accordance with IFRS. For detailed information regarding the reasons for using each of the above-mentioned alternative performance measures, see YIT’s report of the Board of Directors as at and for the year ended 31 December 2023 incorporated by reference into this Listing Prospectus.

Alternative performance measures are not accounting measures defined or specified in IFRS and, therefore, they are considered non-IFRS measures that should not be viewed in isolation or as a substitute to the IFRS financial measures. Companies do not calculate alternative performance measures in a uniform way and, therefore, the alternative performance measures presented in this Listing Prospectus or incorporated into this Listing Prospectus by reference may not be comparable with similarly named measures presented by other companies. Furthermore, these alternative performance measures may not be indicative of YIT’s historical results of operations and are not meant to be predictive of potential future results. The alternative performance measures presented in this Listing Prospectus or incorporated into this Listing Prospectus by reference are unaudited unless otherwise stated. Accordingly, undue reliance should not be placed on the alternative performance measures presented in this Listing Prospectus or incorporated into this Listing Prospectus by reference.

## **Market Information**

This Listing Prospectus contains information about the markets and industries in which YIT operates and YIT’s competitive position therein. Where such information contained in this Listing Prospectus has been derived from third party sources, the name of the source is given therein.

While the Company has accurately reproduced such third-party information, the Company has not verified the accuracy of such information, market data or other information on which third parties have based their studies. As far as the Company is aware and is able to ascertain from information published by these third parties, no facts have been omitted which would



render the reproduced information inaccurate or misleading. Moreover, market studies are frequently based on information and assumptions that may not be exact or appropriate, and their methodology is by nature forward-looking and speculative.

This Listing Prospectus also contains estimates regarding the market position of YIT that cannot be gathered from publications by market research institutions or any other independent sources. In many cases, there is no publicly available information on such data, for example from industry associations, public authorities or other organisations and institutions. YIT believes that its internal estimates of market data and information derived therefrom and included in this Listing Prospectus are helpful in order to give investors a better understanding of the industry in which YIT operates as well as its position within this industry. Although the Company believes that its internal market estimates are fair, they have not been reviewed or verified by any external experts and the Company cannot guarantee that a third-party expert using different methods would obtain or generate the same results.

### **Additional Information**

Neither the Issuer nor the Notes have been assigned any credit ratings at the request or with the co-operation of the Issuer in the rating process.

### **Availability of Documents**

This Listing Prospectus will be published on YIT's website at <https://www.yitgroup.com/en/investors/financial-information> on or about 18 June 2024. In addition, this Listing Prospectus will be available on request from the Issuer.

The Agency Agreement (with certain commercial details redacted) made between the Issuer and Intertrust (Finland) Oy may be inspected at the Issuer's website at <https://www.yitgroup.com/en/investors/financial-information>.

### **No Incorporation of Website Information**

This Listing Prospectus together with the documents incorporated by reference into this Listing Prospectus are available on YIT's website at <https://www.yitgroup.com/en/investors/financial-information>. Other than the documents incorporated by reference into this Listing Prospectus as set forth in "*Documents Incorporated by Reference into this Listing Prospectus*" and any supplements to this Listing Prospectus published on the aforementioned website that are a part of this Listing Prospectus, contents of YIT's website or any other website do not form a part of this Listing Prospectus, and prospective investors should not rely on such information in making their decision to purchase YIT's securities.

### **Certain Other Information**

Financial information set forth in this Listing Prospectus has been rounded. Accordingly, in certain instances, the sum of the numbers in a column or row may not conform exactly to the total figure given for that column or row.

In this Listing Prospectus, references to "euro" or "EUR" are to the currency of the member states of the EU participating in the European Economic and Monetary Union.

### **Notices to the Prospective Investors**

**MiFID II Product Governance / Retail clients, professional clients and eligible counterparties target market** – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in MiFID II and (ii) all channels for distribution of the Notes to eligible counterparties, professional clients and retail clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

In so far this Listing Prospectus and offering of the Notes is made or would cause any effect in the United Kingdom, this Listing Prospectus and offering of the Notes when made will be only addressed to and directed at persons in the United Kingdom who (i) are persons who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "**Order**"), (ii) are persons who are high net worth entities falling within Article 49(2)(a) to (d) of the Order, or (iii) are other persons to whom this Listing Prospectus and offering of the Notes may otherwise lawfully be communicated (all such persons together being referred to as "**Relevant Persons**"). This Listing Prospectus and offering of the Notes must not be acted on or relied on in the United Kingdom by persons who are not Relevant Persons. Any investment or investment activity to which this Listing Prospectus and offering of the Notes relates is available only to Relevant Persons in the United Kingdom and will be engaged in only with such persons.

**Prohibition of sales to UK Retail Investors** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For

these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “**FSMA**”) and any rules or regulations made under the FSMA which were relied on immediately before exit day to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

**Important – EEA retail investors** – The Notes are not PRIIPs for the purposes of Regulation ((EU) No 1286/2014) (the “**PRIIPs Regulation**”) and, accordingly, no key information document pursuant to the PRIIPs Regulation has been or will be made available in respect of the Notes.

## **ARRANGEMENT WITH THE JOINT BOOKRUNNERS**

Danske Bank A/S, Nordea Bank Abp, OP Corporate Bank plc, Swedbank AB (publ) and Skandinaviska Enskilda Banken AB (publ) are acting as the Joint Bookrunners of the Offering and issuance of the Notes. The Company has entered into agreements with the Joint Bookrunners with respect to certain services to be provided by the Joint Bookrunners in connection with the Offering and issuance of the Notes that are customary in the financial markets. The Joint Bookrunners will be paid a fee by the Issuer in respect of the Offering and issuance of the Notes. Existing financial indebtedness to be refinanced with the proceeds from the issuance of Notes may include financial indebtedness provided by the Joint Bookrunners and/or other entities within the same group and/or their affiliates. The Joint Bookrunners are parties to the Intercreditor Agreement as initial term facility lenders and/or initial RCF lenders and the Global Coordinators act as solicitation agents for the consent solicitation process related to the 2026 Notes. In addition, Danske Bank acted as the sole green structuring advisor in conjunction with the Issuer's Green Finance Framework dated April 2024.

In addition, the Joint Bookrunners and other entities within the same group and/or their affiliates have provided, and may provide in the future, the Issuer with investment, insurance, banking and/or other services in the ordinary course of business for which they may have received and may continue to receive customary fees and commissions. The Joint Bookrunners and other entities within the same group and/or their affiliates have also acted in the ordinary course of business as arrangers or lenders under certain loan agreements of the Issuer and its affiliates, and in various roles in share and unsecured notes issues for which it has received, and may continue to receive, customary interest, fees and commissions.

## TERMS AND CONDITIONS OF THE NOTES

**YIT Corporation EUR 100,000,000**

**Senior Secured Green Floating Rate Notes due 2027**

**ISIN CODE FI4000571278**

The Board of Directors of YIT Corporation has in its meeting held on 29 April 2024 approved the issuance of senior secured notes referred to in paragraph 1 of Section 34 of the Act on Promissory Notes (Fin: *velkakirjalaki* 622/1947, as amended,) and authorised the persons named therein to finally decide on the definitive terms and conditions of the Notes which are specified below in these terms and conditions (the “**Terms and Conditions**”).

Danske Bank A/S, Nordea Bank Abp and OP Corporate Bank plc will act as the joint global coordinators, structuring advisors, bookrunners and joint lead managers (the “**Joint Global Coordinators**”) and Skandinaviska Enskilda Banken AB (publ) and Swedbank AB (publ) will act as bookrunners and joint lead managers (together with the Joint Global Coordinators, the “**Bookrunners**”) in connection with the offer and issue of the Notes.

**MiFID II Product Governance / Retail clients, professional clients and eligible counterparties target market** – Solely for the purposes of each manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended, “**MiFID II**”) and (ii) all channels for distribution of the Notes to eligible counterparties, professional clients and retail clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturers’ target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers’ target market assessment) and determining appropriate distribution channels.

**Prohibition of sales to UK Retail Investors** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (“**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “**FSMA**”) and any rules or regulations made under the FSMA which were relied on immediately before exit day to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

**Important – EEA retail investors** – The Notes are not PRIIPs for the purposes of Regulation ((EU) No 1286/2014) (the “**PRIIPs Regulation**”) and, accordingly, no key information document pursuant to the PRIIPs Regulation has been or will be made available in respect of the Notes.

### 1. DEFINITIONS

#### 1.1 Definitions

In these Terms and Conditions:

“**2026 Notes**” means the EUR 100,000,000 fixed rate notes issued by the Issuer due 2026 (ISIN code: FI4000496302).

“**Accounting Principles**” means the generally accepted accounting principles, standards and practices in Finland, including the international financial reporting standards (IFRS) within the meaning of Regulation 1606/2002/EC on the application of international accounting standards (or as otherwise adopted or amended from time to time, except where specifically stated to refer to such standards as in force on the Issue Date).

“**Act on Noteholders’ Agent**” means the Finnish Act on Noteholders’ Agents (Fin: *laki joukkolainanhaltijoiden edustajasta* 574/2017, as amended).

“**Adjusted EBITDA**” has the meaning set forth in Clause 11.5 (*Adjustments to the Reported Adjusted EBITDA*).

“**Adjusted Nominal Amount**” means the Total Nominal Amount less the Nominal Amount of all Notes owned by a Group Company or an Affiliate of the Issuer, irrespective of whether such Group Company or an Affiliate of the Issuer is directly registered as owner of such Notes.

“**Adjustment Spread**” has the meaning set forth in Clause 27.2.

“**Affiliate**” means, in relation to any specified Person, another Person directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purpose of this definition, “**control**” when used with respect to any Person means the power to direct the management or policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “**controlling**” and “**controlled**” have meanings correlative to the foregoing.

“**Agency Agreement**” means the agency agreement entered into on or before the Issue Date, between the Issuer and the Agent, or any replacement agency agreement entered into after the Issue Date between the Issuer and a replacing Agent.

“**Agent**” means Intertrust (Finland) Oy, incorporated under the laws of Finland with corporate registration number 2343108-1, acting for and on behalf of the Noteholders in accordance with these Terms and Conditions, or another party replacing it, as Agent, in accordance with these Terms and Conditions.

“**Base Rate**” means 3-months EURIBOR or any reference rate replacing 3-months EURIBOR in accordance with Clause 27 (*Replacement of Base Rate*).

“**Base Rate Administrator**” means European Money Markets Institute (EMMI) in relation to EURIBOR or any person replacing it as administrator of the Base Rate.

“**Base Rate Amendments**” has the meaning set forth in Clause 27.2.

“**Base Rate Event**” has the meaning set forth in Clause 27.2.

“**Base Rate Event Announcement**” has the meaning set forth in Clause 27.2.

“**Book-Entry Securities System**” means the Infinity system being part of the book-entry register maintained by the CSD or any other replacing book-entry securities system.

“**Book-Entry System Act**” means the Finnish Act on Book-Entry System and Clearing Operations (Fin: *laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* 348/2017, as amended).

“**Business Day**” means a day on which the deposit banks are generally open for business in Helsinki and on which the real-time gross settlement system operated by the Eurosystem (“**T2**”), or any successor system, is open.

“**Business Day Convention**” means the first following day that is a CSD Business Day.

“**Capital Securities**” means any outstanding debt instrument issued by the Issuer from time to time that is (i) classified as a capital security instrument under the Accounting Principles and (ii) subordinated to the Notes including any debt instrument classified as a capital loan under Chapter 12 of the Finnish Companies Act (Fin: *osakeyhtiölaki* 624/2006, as amended) or any debt instrument classified as a debenture under Section 34, subsection 2 of the Promissory Notes Act (Fin: *velkakirjalaki* 622/1947, as amended).

“**Cash Proceeds**” has the meaning set forth in Clause 11.2.4.

“**Change of Control Event**” means the occurrence of an event or series of events whereby any Person or a group of Persons acting in concert, directly or indirectly acquires control over the Issuer and where “**control**” means (a) acquiring ownership of more than 50 per cent. of the total voting rights represented by the shares of the Issuer or (b) becoming capable of appointing the majority of the board of directors of the Issuer, and “**acting in concert**” means that a Person or a group of Persons pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition by any of them, either directly or indirectly, of shares in the Issuer or attempting otherwise to obtain or consolidate control of the Issuer.

“**Common Secured Finance Documents**” has the meaning ascribed to it in the Intercreditor Agreement.

“**Common Secured Obligations**” has the meaning ascribed to it in the Intercreditor Agreement.

“**Common Secured Parties**” has the meaning ascribed to it in the Intercreditor Agreement.

“**Common Security Agent**” means Nordic Trustee Oy, incorporated under the laws of Finland with corporate registration number 2488240-7, or any successor, transferee, replacement or assignee thereof, which has become the Security Agent in accordance with the Intercreditor Agreement, holding the Common Transaction Security on behalf of the Common Secured Parties.

“**Common Security Agent Agreement**” means the agreement between the Common Security Agent and the Issuer relating to the appointment of the Common Security Agent and the fees and expenses of the Common Security Agent in the performance of its duties.

“**Common Security Documents**” means:

- (a) the Finnish law governed security agreement dated 23 November 2023 (as amended from time to time) and entered into by and between, among others, the Issuer, YIT Housing Oy, YIT Business Premises Oy, GP Tukholma 1 Bottom Oy, GP Oslo 1 Bottom Oy and OP Corporate Bank plc as security agent being replaced by the Common Security Agent creating security over the shares in certain Group Companies, partnership interests in Tripla Mall Ky, real estate mortgages over properties owned by certain Group Companies, intra-group loans and a deposit account;
- (b) the Finnish law governed security agreement dated 31 January 2024 (as amended from time to time) and entered into by and between the Issuer, YIT Housing Oy and OP Corporate Bank plc as security agent being replaced by the Common Security Agent creating security over certain intra-group loans granted to AS YIT Eesti, YIT Latvija SIA and UAB YIT Lietuva;
- (c) the Estonian law governed security agreement dated 31 January 2024 (as amended from time to time) and entered into by and between YIT Housing Oy and OP Corporate Bank plc as security agent being replaced by the Common Security Agent creating security over the shares in AS YIT Eesti;
- (d) the Latvian law governed security agreement dated 31 January 2024 (as amended from time to time) and entered into by and between YIT Housing Oy and OP Corporate Bank plc as security agent being replaced by the Common Security Agent creating security over the shares in YIT Latvija SIA;
- (e) the Lithuanian law governed security agreement dated 31 January 2024 (as amended from time to time) and entered into by and between the Issuer, YIT Housing Oy and OP Corporate Bank plc as security agent being replaced by the Common Security Agent creating security over the shares in UAB YIT Lietuva;
- (f) the Finnish law governed security agreement dated 29 April 2024 (as amended from time to time) and entered into by and between the Issuer and OP Corporate Bank plc as security agent being replaced by the Common Security Agent creating security over the shares in and intra-group loans granted to YIT Business Premises Oy, YIT Housing Oy and YIT Infra Oy; and
- (g) any other security document pursuant to which the Common Transaction Security is created or expressed to be created.

“**Common Transaction Security**” has the meaning ascribed to it in the Intercreditor Agreement.

“**Compliance Certificate**” means a certificate substantially in the form of Appendix 1 (*Form of Compliance Certificate*) hereto.

“**Consolidated Equity**” means the total consolidated shareholders’ equity of the Group (i) minus own shares; (ii) plus non-controlling interest; (iii) plus any subordinated instrument considered as equity under the Accounting Principles; (iv) plus Capital Securities that are not included under (iii); (v) plus any subordinated loan, note or debt facility provided that any liabilities under or in connection with such facility shall be all times subordinated (including but not limited to priority and maturity) to the Common Secured Obligations.

“**Consolidated Total Assets**” means the total consolidated assets of the Group minus advance payments received.

“**CSD**” means Euroclear Finland Oy, business identity code 1061446-0, Urho Kekkosen katu 5 C, P.O. Box 1110, 00101 Helsinki, Finland or any entity replacing the same as a central securities depository.

“**CSD Business Day**” means a day on which the Book-Entry Securities System is open in accordance with the regulations of the CSD.

“**Credit Facility Liabilities**” has the meaning ascribed to it in the Intercreditor Agreement.

“**Demerger**” means a demerger pursuant to Chapter 17 of the Finnish Companies Act (Fin: *osakeyhtiölaki* 624/2006 as amended from time to time).

“**Demerger Event**” means in respect of the Issuer, completion of a demerger pursuant to Chapter 17 of the Finnish Companies Act (Fin: *osakeyhtiölaki* 624/2006, as amended).

“**Disposal Proceeds**” means, in relation to a disposal of a Dynamic Security Asset or a Fixed Security Asset referred to in Clause 11.2.3, the consideration receivable by any member of the Group for that disposal after deducting (i) any reasonable expenses which are incurred by that member of the Group with respect to that disposal to persons who are not members of the Group and (ii) any tax incurred and required to be paid by the seller in connection with that disposal.

“**Disposal Redemption Amount**” has the meaning set forth in paragraph (b) of Clause 11.2.3.

“**Dynamic Security Asset**” means each of the following assets:

- (a) the shares in the Housing Companies (including intra-group liabilities owing by such Housing Companies); and
- (b) any real estate properties,

which, in each case, have been pledged as Common Transaction Security pursuant to the terms of a Common Security Document.

“**Equity Ratio**” means the ratio of Consolidated Equity plus any Underwritten Equity, if any, to Consolidated Total Assets.

“**EURIBOR**” means:

- (a) the applicable percentage rate per annum for Euro and for a period comparable to the relevant Interest Period, as displayed on Refinitiv screen EURIBOR01 (or through such other system or on such other page as replaces the said system or page) as of or around 11.00 a.m. (Brussels time) on the Quotation Day;
- (b) if no rate as described in paragraph (a) above is available for the relevant Interest Period, the rate determined by the Issuer Agent by interpolation between the two closest rates displayed on Refinitiv screen EURIBOR01 (or any replacement thereof) as of or around 11.00 a.m. (Brussels time) on the Quotation Day for Euro;
- (c) if no rate as described in paragraph (a) or (b) above is available for the relevant Interest Period, the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Issuer Agent at its request quoted by the Reference Banks for the relevant period; or
- (d) if no rate as described in paragraph (a) or (b) above is available for the relevant Interest Period and no quotation is available pursuant to paragraph (c) above, the interest rate which according to the reasonable assessment of the Issuer Agent best reflects the interest rate for deposits in Euro offered for the relevant period, and

if any such rate is below zero, EURIBOR will be deemed to be zero.

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

“**Event of Default**” means an event or circumstance specified in paragraphs (a) to (f) of Clause 12.1.

“**Final Maturity Date**” means 18 June 2027.

“**Finance Documents**” means these Terms and Conditions, the Common Security Documents, the Intercreditor Agreement, the Agency Agreement, the Common Security Agent Agreement and any other document designated by the Issuer and the Agent as a Finance Document.

“**Financial Indebtedness**” means:

- (a) moneys borrowed (including under any bank financing);
- (b) the amount of any liability that under any lease or hire purchase agreement that would, in accordance with the Accounting Principles as in force on the Issue Date, be treated as a finance or capital lease;
- (c) receivables sold or discounted (other than on a non-recourse basis, provided that the requirements for de-recognition under the Accounting Principles are met);
- (d) any amount raised pursuant to any note purchase facility or the issue of any bond or note or similar instrument (excluding any Capital Securities);
- (e) any amount raised under any other transaction (including the obligation to pay deferred purchase price) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing or otherwise being classified as borrowing under the Accounting Principles;
- (f) the marked-to-market value of derivative transactions entered into in connection with protection against, or in order to benefit from, the fluctuation in any rate or price (if any actual amount is due as a result of a termination or a close-out, such amount shall be used instead);
- (g) counter-indemnity obligations in respect of guarantees or other instruments issued by a bank or financial institution for any interest bearing liabilities; and
- (h) (without double-counting) liabilities under guarantees or indemnities for any of the obligations referred to in paragraphs (a) to (g) above.

“**First Call Date**” has the meaning set forth in Clause 8.2.1.

“**Fixed Security Asset**” means any asset constituting Common Transaction Security other than a Dynamic Security Asset.

“**Force Majeure Event**” has the meaning set forth in Clause 26.1.

“**Green Finance Framework**” means the Issuer’s Green Finance Framework dated April 2024 (which is published on the website of the Issuer).

“**Group**” means the Issuer and its Subsidiaries from time to time (each a “**Group Company**”).

“**Housing Company**” means each housing company (Fin: *asunto-osakeyhtiö*), real estate company (Fin: *kiinteistöosakeyhtiö*) or mutual real estate company (Fin: *keskinäinen kiinteistöosakeyhtiö*) which owns a property pledged as Common Transaction Security under the Common Security Documents or whose shares have been or are to be pledged as Common Transaction Security under the Common Security Documents.

“**Incurrence Test**” means the financial test defined in Clause 11.4.

“**Independent Adviser**” has the meaning set forth in Clause 27.2.

“**Initial Revolving Facility Lenders**” means the lenders under the Initial Revolving Facility Agreement.

“**Initial Revolving Facility**” means the revolving credit facility made available to the Issuer under the Initial Revolving Facility Agreement.

“**Initial Revolving Facility Agreement**” means the EUR 300,000,000 revolving credit facility agreement originally dated 22 June 2021 (and as amended and/or amended and restated from time to time) and entered into between, among others, the Issuer as borrower and Danske Bank A/S Finland Branch, Nordea Bank Abp,



LocalTapiola Corporate Lending I LP, OP Corporate Bank plc, Skandinaviska Enskilda Banken AB (publ) and Swedbank AB (publ) as original lenders.

“**Initial Term Facility**” means the term loan facility made available to the Issuer under the Initial Term Facility Agreement.

“**Initial Term Facility Agreement**” means the EUR 140,000,000 single currency term facility agreement originally dated 21 November 2023 (and as may be amended and/or amended and restated from time to time) and entered into between, among others, the Issuer as borrower and Nordea Bank Abp, Skandinaviska Enskilda Banken AB (publ) and Swedbank AB (publ) as original lenders.

“**Initial Term Facility Lenders**” means the lenders under the Initial Term Facility Agreement.

“**Insolvent**” means, in respect of a relevant Person, that it (i) is deemed to be insolvent within the meaning of Section 1 of Chapter 2 of the Finnish Bankruptcy Act (Fin: *konkurssilaki* 120/2004, as amended) (or its equivalent in any other jurisdiction), (ii) admits inability to pay its debts as they fall due, (iii) suspends making payments on any of its debts, (iv) by reason of actual financial difficulties commences negotiations with its creditors (other than the Noteholders) with a view to rescheduling any of its indebtedness (including company reorganisation under the Finnish Act on Company Reorganisation (Fin: *laki yrityksen saneerauksesta* 47/1993, as amended) (or its equivalent in any other jurisdiction)) or (v) is subject to involuntary winding-up, dissolution or liquidation.

“**Intercreditor Agreement**” means the intercreditor agreement dated on or about the Issue Date and made by and between, among others, the Issuer, the Initial Revolving Facility Lenders, the Initial Term Facility Lenders, the Initial Revolving Facility Agent, the Initial Term Facility Agent, the Senior Noteholders' Agent, the 2026 Noteholders' Agent and the Common Security Agent (each as defined therein).

“**Interest**” means the interest on the Notes calculated in accordance with Clauses 7.1 to 7.3.

“**Interest Cover Ratio**” means the ratio of Adjusted EBITDA to Total Net Interest Costs for the Relevant Period ending on the last day of the period covered by the most recent consolidated financial statements published by the Issuer in accordance with Clause 10.1 (*Information from the Issuer*).

“**Interest Payment Date**” means 18 September, 18 December, 18 March and 18 June in each year or, to the extent such day is not a CSD Business Day, the CSD Business Day following from the application of the Business Day Convention. The first Interest Payment Date for the Notes shall be 18 September 2024 and the last Interest Payment Date shall be the relevant Redemption Date.

“**Interest Period**” means (i) in respect of the first Interest Period, the period from (and including) the Issue Date to (but excluding) the first Interest Payment Date, and (ii) in respect of subsequent Interest Periods, the period from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date (or a shorter period if relevant). An Interest Period shall not be adjusted by application of the Business Day Convention.

“**Interest Rate**” means the Base Rate plus 7.50 per cent. *per annum*.

“**Issue Date**” means 18 June 2024.

“**Issuer**” means YIT Corporation, a public limited liability company incorporated under the laws of Finland with business identity code 0112650-2.

“**Issuer Agent Agreement**” means the agreement dated 28 May 2024 regarding services related to the Notes entered into by and between the Issuer and the Issuer Agent in connection with the issuance of the Notes (as amended and restated from time to time).

“**Issuer Agent**” means OP Custody Ltd acting as issuer agent (Fin: *liikkeeseenlaskijan asiamies*) of the Notes for and on behalf of the Issuer, or any other party replacing the same as Issuer Agent in accordance with the regulations of the CSD.

“**Material Group Company**” means, at any time, a Group Company which is not a Project Company and which:

- (a) has total assets representing five (5) per cent. or more of consolidated total assets of the Group; or

(b) has total turnover representing five (5) per cent. or more of consolidated total turnover of the Group, in each case calculated on a consolidated basis (and, for the avoidance of doubt, excluding any intra-Group items).

“**Nominal Amount**” has the meaning set forth in Clause 2.3.

“**Noteholder**” means the Person who is registered in the register maintained by the CSD pursuant to paragraph 2 of Section 3 of Chapter 4 of the Book-Entry System Act as direct registered owner (Fin: *omistaja*) or nominee (Fin: *hallintarekisteröinnin hoitaja*) with respect to a Note.

“**Noteholders’ Meeting**” means a meeting among the Noteholders held in accordance with Clause 16 (*Noteholders’ Meeting*).

“**Notes**” means debt instruments, each for the Nominal Amount and of the type referred to in paragraph 1 of Section 34 of the Act on Promissory Notes (Fin: *velkakirjalaki 622/1947*, as amended) (Fin: *joukkovelkakirja*) and which are governed by and issued under these Terms and Conditions.

“**Person**” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, unincorporated organisation, government, or any agency or political subdivision thereof or any other entity, whether or not having a separate legal personality.

“**Permitted Fixed Security Asset Disposal**” has the meaning set forth in paragraph (b) of Clause 11.2.3.

“**Project Company**” means any company (for the avoidance of doubt, including any joint venture, association, construction company or any other partnership) established for the purposes of project development and for the purposes of design, construction, financing and/or operation of a project (Fin: *hankekehitys*).

“**Project Debt**” means any Financial Indebtedness incurred by a Project Company in relation to any assets or projects solely for the purposes of financing the whole or any part of the acquisition, creation, construction or development of such assets or projects, to the extent that the financial institutions to which such Financial Indebtedness is owed have recourse solely to the assets or to the shares of that Project Company or its affiliated company, which is also a Project Company (or not at all).

“**Quotation Day**” means, in relation to any period for which an interest rate is to be determined, two (2) Business Days before the first day of that period.

“**Record Time**” means:

- (a) in relation to a payment of Interest, default interest and/or redemption of the Notes when such payment is made through the Book-Entry Securities System, the end of the first (1<sup>st</sup>) CSD Business Day prior to, as applicable, (i) an Interest Payment Date, (ii) the day on which default interest is paid, (iii) a Redemption Date or (iv) a date on which a payment to the Noteholders is to be made under Clause 13 (*Distribution of proceeds*);
- (b) in relation to a Noteholders’ Meeting and Written Procedure, the end of the CSD Business Day specified in the communication pursuant to Clause 16.3 or Clause 17.3, as applicable; and
- (c) otherwise, the end of the fifth (5<sup>th</sup>) CSD Business Day prior to another relevant date.

“**Redemption Date**” means the date on which the relevant Notes are to be redeemed or repurchased in accordance with Clause 8 (*Redemption and repurchase of the Notes*).

“**Reference Banks**” means leading banks in the Helsinki interbank market reasonably selected by the Issuer Agent.

“**Reference Date**” means 31 March, 30 June, 30 September and 31 December in each year. The first Reference Date shall be 30 June 2024.

“**Relevant Nominating Body**” has the meaning set forth in Clause 27.2.

“**Relevant Period**” means each period of twelve (12) consecutive calendar months.

**“Reported Adjusted EBITDA”** means, in respect of a Relevant Period, the adjusted consolidated operating profit of the Group for such period before interest, direct taxes arising as a result of profit, depreciation and intangible amortisation as reported in the most recent interim or annual report of the Issuer.

**“Security”** means any mortgage, charge (fixed or floating), assignment by way of security, pledge, hypothecation, lien, right of set-off, retention of title provision (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever over the assets of a Group Company, or any agreement, whether conditional or otherwise, to create any of the same (for the avoidance of doubt, each time not including any guarantee), or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is required to be re-acquired or acquired by a Group Company.

**“Security Company”** means each company whose shares have been, or are to be, pledged as Security under a Common Security Document (excluding, for the avoidance of doubt, Tripla Mall Ky and Tripla Mall GP Oy).

**“Security Provider”** means the Issuer, YIT Housing Oy, YIT Business Premises Oy, GP Tukholma 1 Bottom Oy, GP Oslo 1 Bottom Oy and any other member of the Group providing Common Transaction Security from time to time.

**“Secured Notes”** means (i) the Notes, (ii) the 2026 Notes, (iii) any subsequent notes issued by the Issuer for the purposes of refinancing or replacing the Notes or the 2026 Notes pursuant to the terms of the Intercreditor Agreement and (iv) any other senior notes with a bullet or perpetual structure and a maturity date falling no less than three (3) months after the extended termination dates of the Initial Term Facility and the Initial Revolving Facility.

**“Subscription Period”** has the meaning set forth in Clause 2.7.

**“Subsidiary”** means, in relation to any Person, any Finnish or foreign legal entity (whether incorporated or not), in respect of which such Person, directly or indirectly, (i) owns shares or ownership rights representing more than fifty (50) per cent. of the total number of votes held by the owners, (ii) otherwise controls more than fifty (50) per cent. of the total number of votes held by the owners, (iii) has the power to appoint and remove all, or the majority of, the members of the board of directors or other governing body, or (iv) exercises control as determined in accordance with the international financial reporting standards (IFRS) within the meaning of Regulation 1606/2002/EC on the application of international accounting standards (or as otherwise adopted or amended from time to time).

**“Successor Base Rate”** has the meaning set forth in Clause 27.2.

**“Total Interest Costs”** means all interest, commissions, periodic fees and other financing charges (whether, in each case, paid, payable or capitalised), incurred (irrespective of the currency) by the Group during a Relevant Period (including the interest element payable under any finance lease), and for the avoidance of doubt excluding (i) any fees and commissions payable in relation to an acquisition, (ii) any interest capitalised in accordance with the IAS 23 standard, (iii) any interest and other financing costs in relation to Capital Securities, (iv) any decrease in the value on any interest rate hedging instruments, and (v) any foreign exchange losses (whether realised or unrealised).

**“Total Interest Income”** means all interest and other financing charges received or receivable (irrespective of the currency) by the Group during a Relevant Period and for the avoidance of doubt excluding (i) any increase in the value on any interest rate hedging instruments and (ii) any foreign exchange gains (whether realised or unrealised).

**“Total Net Interest Costs”** means the Total Interest Costs less Total Interest Income during a Relevant Period.

**“Total Nominal Amount”** means the aggregate Nominal Amount of all the Notes outstanding at the relevant time.

**“Underwritten Equity”** means at the relevant Reference Date, any equity which has been irrevocably underwritten by a legally binding commitment not earlier than three (3) months prior to the Reference Date.

**“Written Procedure”** means the written or electronic procedure for decision making among the Noteholders in accordance with Clause 17 (*Written Procedure*).

## 1.2 Construction

1.2.1 Unless a contrary indication appears, any reference in these Terms and Conditions to:

- (a) “**assets**” includes present and future properties, revenues and rights of every description;
- (b) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
- (c) a “**regulation**” includes any regulation, rule or official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (d) a provision of law is a reference to that provision as amended or re-enacted;
- (e) words denoting the singular number shall include the plural and vice versa; and
- (f) a time of day is a reference to Helsinki time.

1.2.2 An Event of Default is continuing if it has not been remedied or waived.

1.2.3 When ascertaining whether a limit or threshold specified in Euro has been attained or broken, an amount in another currency shall be counted on the basis of the rate of exchange for such currency against Euro for the previous Business Day, as published by the European Central Bank on its website (www.ecb.int). If no such rate is available, the most recent rate published by the European Central Bank shall be used instead.

1.2.4 No delay or omission of any Agent, any Common Security Agent or of any Noteholder to exercise any right or remedy under the Finance Documents shall impair or operate as a waiver of any such right or remedy.

## 2. ISSUANCE AND STATUS OF THE NOTES

2.1 The Notes are denominated in Euro and each Note is constituted by these Terms and Conditions.

2.2 The aggregate principal amount of the Notes is one hundred million euros (EUR 100,000,000). The Issuer may later create and issue further notes having the same terms and conditions as the Notes, as further set out below under Clause 22 (*Further Issues*).

2.3 The Notes will be offered for subscription in a minimum amount of one hundred thousand euros (EUR 100,000). The nominal amount of each book-entry unit relating to the Notes (in Fin: arvo-osuuden yksikkökoko) is one thousand euros (EUR 1,000) (the “Nominal Amount”). The maximum number of the Notes is one hundred thousand (100,000), or a higher number if the Issuer decides to increase the maximum principal amount of the Notes. The Notes are issued on the Issue Date on a fully paid basis at an issue price of 100 per cent. of the Nominal Amount.

2.4 By subscribing for Notes, each Noteholder (i) agrees that the Notes shall benefit from and be subject to the Finance Documents, (ii) agrees to be bound by these Terms and Conditions, the Intercreditor Agreement and the other Finance Documents and (iii) agrees that the Agent is authorised to accede to the Intercreditor Agreement for itself and on behalf of the Noteholders. These Terms and Conditions are subject to the Intercreditor Agreement. In the event of any discrepancy between these Terms and Conditions and the Intercreditor Agreement as to the rights of the Agent, the Common Security Agent and/or the Noteholders in relation to any issues relating to the Common Transaction Security or the enforcement thereof, the Intercreditor Agreement shall prevail.

2.5 The Notes constitute direct, unconditional, unsubordinated and secured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among them and at least *pari passu* with all direct, unconditional, unsubordinated and unsecured obligations of the Issuer, except those obligations which are mandatorily preferred by law, and without preference among them.

2.6 The Notes constitute secured obligations of the Issuer secured by the Common Transaction Security, which also secures a major part of the other borrowings of the Issuer.

2.7 The Notes shall be offered for subscription to eligible counterparties, professional clients, and retail clients (each as defined in MiFID II) through a book-building procedure. The subscription period (the “**Subscription**”

**Period**) of the Notes shall commence and end on 11 June 2024. By subscribing for Notes, each initial Noteholder, and, by acquiring Notes, each subsequent Noteholder agrees to be bound by these Terms and Conditions. Bids for subscription shall be submitted to (i) Danske Bank A/S, c/o Danske Bank A/S, Finland Branch, Kasarmikatu 21 B, FI-00100 Helsinki tel. +358 10 546 2070, (ii) Nordea Bank Abp, Satamaradankatu 5, FI-00020 NORDEA, Finland, tel. +358 9 369 50880, (iii) OP Corporate Bank plc, Gebhardinaukio 1, FI-00510 Helsinki, tel. +358 10 252 7970, (iv) Skandinaviska Enskilda Banken AB (publ), Eteläesplanadi 18, FI-00130 Helsinki, tel. +358 9 616 28000 or (v) Swedbank AB (publ), c/o Swedbank AB (publ), Finnish Branch, Kasarmikatu 25 A, FI-00130 Helsinki, tel. +46 8 700 9054 during the Subscription Period and within regular business hours.

- 2.8 Subscriptions made are irrevocable. All subscriptions remain subject to the final acceptance by the Issuer. The Issuer may, in its sole discretion, reject a subscription in part or in whole. The Issuer shall decide on the procedure in the event of over-subscription. After the final allocation and acceptance of the subscriptions by the Issuer, each investor that has submitted a subscription shall be notified by the Bookrunners whether and, where applicable, to what extent such subscription is accepted.
- 2.9 Subscriptions shall be paid for as instructed by the Bookrunners in connection with the subscription.
- 2.10 Notes subscribed and paid for shall be entered by the Issuer Agent to the respective book-entry accounts of the subscribers on a date advised by the Bookrunners in connection with the issuance of the Notes in accordance with the relevant provisions of Finnish legislation governing the book-entry system and book-entry accounts as well as rules and decisions of the CSD.
- 2.11 Each Note is freely transferable after it has been registered into the respective book-entry account of a Noteholder, but the Noteholders may be subject to purchase or transfer restrictions with regard to the Notes, as applicable, under local laws to which a Noteholder may be subject. Each Noteholder must ensure compliance with such restrictions at its own cost and expense.

### **3. USE OF PROCEEDS**

The Issuer shall use the proceeds from the issue of the Notes, less the costs and expenses incurred by the Issuer in connection with the issue of the Notes, for financing or refinancing eligible green projects or assets or otherwise in accordance with the Issuer's Green Finance Framework.

### **4. CONDITIONS FOR DISBURSEMENT**

- 4.1 The Issuer Agent shall pay the net proceeds from the issuance of the Notes to the Issuer on the later of (i) the Issue Date and (ii) the date on which the Agent notifies the Issuer Agent that it has received the following documents and evidence, in form and substance satisfactory to the Agent (acting reasonably):
- (a) an extract of a resolution from the board of directors of the Issuer approving the issue of the Notes and resolving to enter into documents necessary in connection therewith;
  - (b) a copy of the duly executed Intercreditor Agreement;
  - (c) a copy of the duly executed Agency Agreement;
  - (d) copies of the duly executed Common Security Documents (including evidence that the security interests created or purported to be created thereunder have been duly perfected, if required to be perfected under the relevant Common Security Document);
  - (e) if applicable, a confirmation from the Security Providers confirming that the Common Transaction Security will also cover all the Issuer's obligations under the Notes;
  - (f) a Finnish law legal opinion from Borenus Attorneys Ltd addressed to the Agent, the Common Security Agent and the Bookrunners as to the legally binding, valid and enforceable nature of the Notes, the Intercreditor Agreement and certain other Finance Documents, and the capacity and authority of the Issuer and the other Security Providers domiciled in Finland; and
  - (g) if applicable, a legal opinion from a reputable legal adviser in the jurisdiction of the governing law of the relevant Common Security Document(s), including Borenus Attorneys Ltd in Finland, addressed to the Agent, the Common Security Agent and the Bookrunners as to the legally binding,

valid and enforceable nature of the relevant Common Security Document(s) in the jurisdiction of the governing law thereof.

- 4.2 The Agent may assume that the documentation delivered to it pursuant to Clause 4.1 above is accurate, correct and complete, and the Agent does not have to verify the contents of any such documentation nor review the documentation from a legal or commercial perspective of the Noteholders.
- 4.3 The Agent shall immediately confirm to the Issuer Agent when the conditions in Clause 4.1 above have been received by the Agent.

## **5. NOTES IN BOOK-ENTRY FORM**

- 5.1 The Notes will be issued in dematerialised form in the Book-Entry Securities System in accordance with the Book-Entry System Act and regulations of the CSD and no physical notes will be issued.
- 5.2 Each Noteholder consents to the Issuer having a right to obtain information on the Noteholders, their contact details and their holdings of the Notes registered in the Book-Entry Securities System, such as information recorded in the lists referred to in paragraphs 2 and 3 of Section 3 of Chapter 4 of the Book-Entry System Act kept by the CSD in respect of the Notes and the CSD shall be entitled to provide such information upon request. At the request of the Agent or the Issuer Agent, the Issuer shall (and shall be entitled to do so) promptly obtain such information and provide it to the Agent or the Issuer Agent, as applicable.
- 5.3 The Agent and the Issuer Agent shall have the right to obtain information referred to in Clause 5.2 from the CSD in respect of the Notes if so permitted under the regulation of the CSD. The Issuer agrees that each of the Agent and the Issuer Agent is at any time on its behalf entitled to obtain information referred to in Clause 5.2 from the CSD in respect of the Notes.
- 5.4 The Issuer shall issue any necessary power of attorney to such persons employed by the Agent as are notified by the Agent, in order for such individuals to independently obtain information referred to in Clause 5.2 directly from the CSD in respect of the Notes. The Issuer may not revoke any such power of attorney unless directed by the Agent or unless consent thereto is given by the Noteholders.
- 5.5 The Issuer, the Agent and the Issuer Agent may use the information referred to in Clause 5.2 only for the purposes of carrying out their duties and exercising their rights in accordance with these Terms and Conditions with respect to the Notes and shall not disclose such information to any Noteholder or third party unless necessary for the before-mentioned purposes.

## **6. PAYMENTS IN RESPECT OF THE NOTES**

- 6.1 Any payments under or in respect of the Notes pursuant to these Terms and Conditions shall be made to the Person who is registered as a Noteholder at the Record Time prior to an Interest Payment Date or other relevant due date in accordance with the Finnish legislation governing the Book-Entry Securities System and book-entry accounts as well as the regulations of the CSD.
- 6.2 If, due to any obstacle affecting the CSD, the Issuer cannot make a payment, such payment may be postponed until the obstacle has been removed. Any such postponement shall not affect the Record Time.
- 6.3 The Issuer is not liable to gross-up any payments under the Terms and Conditions by virtue of any withholding tax, public levy or the similar.
- 6.4 All payments to be made by the Issuer pursuant to these Terms and Conditions shall be made without (and free and clear of any deduction for) set-off or counterclaim.

## **7. INTEREST**

- 7.1 Each Note carries Interest at the applicable Interest Rate from (and including) the Issue Date up to (but excluding) the relevant Redemption Date.
- 7.2 Interest accrues during an Interest Period. Payment of Interest in respect of the Notes shall be made to the Noteholders on each Interest Payment Date for the preceding Interest Period.
- 7.3 Interest in respect of the Notes will be calculated on the basis of the number of days elapsed in the relevant Interest Period in respect of which payment is being made divided by 360 (actual / 360).

7.4 If the Issuer fails to pay any amount payable by it on its due date, default interest shall accrue on the overdue amount from (and including) the due date up to (but excluding) the date of actual payment at a rate which is two (2) percentage points higher than the Interest Rate. Accrued default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Agent, the Issuer Agent or the CSD, in which case the Interest Rate shall apply instead.

## 8. REDEMPTION AND REPURCHASE OF THE NOTES

### 8.1 Redemption at maturity

8.1.1 The Issuer shall redeem all of the outstanding Notes in full on the Final Maturity Date with an amount per Note equal to the Nominal Amount together with accrued but unpaid Interest, unless the Issuer has prepaid or redeemed the Notes in accordance with Clause 8.2 (*Voluntary total redemption (call option)*), Clause 8.3 (*Clean-Up Call Option*), Clause 11.2 (*Disposals*) or Clause 12 (*Acceleration of the Notes*) below or repurchased the Notes in accordance with Clause 8.4 (*Mandatory repurchase due to a Change of Control Event or Demerger Event (put option)*).

8.1.2 If the relevant Redemption Date or repurchase date is not a CSD Business Day, then the redemption shall occur on the CSD Business Day determined by application of the Business Day Convention.

### 8.2 Voluntary total redemption (call option)

8.2.1 The Issuer may redeem all but not only some, of the outstanding Notes as follows:

- (a) at any time from and including the Issue Date to, but excluding, the first Business Day falling eighteen (18) months after the Issue Date (the “**First Call Date**”), at an amount per Note equal to the present value of the amount per Note payable pursuant to Clause 8.2.2 below (for the avoidance of doubt, together with accrued but unpaid Interest), plus the amount of all remaining scheduled Interest payments to, but excluding, the First Call Date;
- (b) at any time from and including the First Call Date to, but excluding, the first Business Day falling twenty-four (24) months after the Issue Date, at an amount per Note equal to 103.75 per cent. of the Nominal Amount, together with accrued but unpaid Interest on the redeemed Notes;
- (c) at any time from and including the first Business Day falling twenty-four (24) months after the Issue Date to, but excluding, the first Business Day falling thirty (30) months after the Issue Date, at an amount per Note equal to 103 per cent. of the Nominal Amount, together with accrued but unpaid Interest on the redeemed Notes;
- (d) at any time from and including, the first Business Day falling thirty (30) months after the Issue Date to, but excluding, the first Business Day falling thirty-three (33) months after the Issue Date, at an amount per Note equal to 102.25 per cent. of the Nominal Amount, together with accrued but unpaid Interest on the redeemed Notes; and
- (e) at any time from and including the first Business Day falling thirty-three (33) months after the Issue Date to, but excluding, the Final Maturity Date at an amount per Note equal to 101.50 per cent. of the Nominal Amount, together with accrued but unpaid Interest on the redeemed Notes.

8.2.2 The present value of the Notes referred to in paragraph (a) of Clause 8.2.1 above shall be calculated by using a discount rate of 3.00 per cent. *per annum* and where the Interest Rate applied for the remaining Interest payments until the First Call Date shall be the applicable Interest Rate on the date on which notice of the exercise of the call option is given to the Noteholders.

8.2.3 Redemption in accordance with Clause 8.2.1 shall be made by the Issuer giving not less than fifteen (15) Business Days’ and not more than thirty (30) Business Days’ notice to the Noteholders and the Agent. Any such notice is irrevocable but may, at the Issuer’s discretion, contain one or more conditions precedent. Upon expiry of such notice and the fulfilment of the conditions precedent (if any), the Issuer is bound to redeem the

Notes in full at the applicable amounts. The applicable amounts shall be rounded down to the nearest Euro (1.00).

### 8.3 **Clean-up Call Option**

8.3.1 If at any time the aggregate outstanding Nominal Amount of the Notes is twenty-five (25) per cent. or less of the aggregate Nominal Amount of the Notes issued, the Issuer may, at its option, at any time, by giving not less than fifteen (15) nor more than forty-five (45) days' notice to the Agent and the Noteholders (which notice shall be irrevocable and shall specify the Redemption Date), elect to redeem all of the outstanding Notes in whole, but not in part at a price per Note equal to 100 per cent. of the Nominal Amount together with accrued but unpaid Interest to but excluding to the Redemption Date.

### 8.4 **Mandatory repurchase due to a Change of Control Event or Demerger Event (put option)**

8.4.1 Upon the occurrence of a Change of Control Event or a Demerger Event, each Noteholder shall have the right to request that all of its Notes be repurchased at a price per Note equal to 100 per cent. of the Nominal Amount together with accrued but unpaid Interest, during a period of twenty (20) Business Days following a notice from the Issuer of the relevant event pursuant to Clause 10.1.2 (after which time period such right shall lapse). However, such period may not start earlier than upon the occurrence of the Change of Control Event or the Demerger Event.

8.4.2 The notice from the Issuer pursuant to Clause 10.1.2 shall specify the repurchase date that is a CSD Business Day and include instructions about the actions that a Noteholder needs to take if it wants Notes held by it to be repurchased. If a Noteholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer shall, or shall procure that a Person designated by the Issuer will, repurchase the relevant Notes and the repurchase amount shall fall due on the repurchase date specified in the notice given by the Issuer pursuant to Clause 10.1.2. The repurchase date must fall no later than forty (40) Business Days after the end of the period referred to in Clause 8.4.1.

8.4.3 The Issuer shall comply with the requirements of any applicable securities laws and regulations in connection with the repurchase of Notes. To the extent that the provisions of such laws and regulations conflict with the provisions in this Clause 8.4, the Issuer shall comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause 8.4 by virtue of the conflict

8.4.4 Any Notes repurchased by the Issuer pursuant to this Clause 8.4 may at the Issuer's discretion be retained, sold or cancelled.

8.4.5 The Issuer shall not be required to repurchase any Notes pursuant to this Clause 8.4, if a third party in connection with the occurrence of a Change of Control Event or a Demerger Event offers to purchase the Notes in the manner and on the terms set out in this Clause 8.4 (or on terms more favourable to the Noteholders) and purchases all Notes validly tendered in accordance with such offer. If the Notes tendered are not purchased within the time limits stipulated in this Clause 8.4, the Issuer shall repurchase any such Notes within five (5) Business Days after the expiry of the time limit. The Issuer shall not be required to repurchase any Notes pursuant to this Clause 8.4.5 if it has exercised its right to redeem all of the Notes in accordance with Clause 8.2 (*Voluntary total redemption (call option)*) prior to the occurrence of the Change of Control Event or Demerger Event.

8.4.6 Any Noteholder, whether or not it elects to exercise the right to require prepayment in the case of a Demerger Event, is deemed to have waived any and all statutory rights under applicable Finnish law to oppose such Demerger in its capacity as a Noteholder. The Noteholders have by these Terms and Conditions irrevocably authorised the Issuer to represent them with respect to the Finnish Trade Register in order to withdraw any notices opposing such Demerger.

## 9. **COMMON TRANSACTION SECURITY**

### 9.1 **Common Transaction Security**

9.1.1 As continuing Security for the due and punctual fulfilment of the Common Secured Obligations, the Issuer and each Group Company party to any Common Security Document (directly or by way of an accession agreement) has agreed to grant the Common Transaction Security for the benefit of the Common Secured



Parties represented by the Common Security Agent as security agent on the terms of the relevant Common Security Documents.

- 9.1.2 The Common Security Agent shall hold the Common Transaction Security on behalf of the Common Secured Parties in accordance with the terms of the Intercreditor Agreement and the relevant Common Security Documents. The Common Security Documents evidencing such Common Transaction Security have been and will in the future be executed, by the Common Security Agent for and on behalf of all the Common Secured Parties in accordance with the Intercreditor Agreement to which the Agent is a party as an agent and representative of the Noteholders.
- 9.1.3 Subject to the provisions of the Intercreditor Agreement, the Common Security Agent shall, on behalf of the Common Secured Parties, keep all certificates and other documents that are bearers of rights relating to the Common Transaction Security in safe custody.
- 9.1.4 The Common Transaction Security is and is to be granted only for the benefit of the Common Secured Parties. The Common Security Documents provide and will provide that only the Common Security Agent may exercise the rights under the Common Security Documents and only the Common Security Agent, subject to the Intercreditor Agreement and the Noteholders' decisions pursuant to Clause 15 (Decisions by Noteholders), has the right to enforce the Common Security Documents. Consequently, the other Common Secured Parties shall not be entitled, individually or collectively, to take any direct action to enforce any rights in their favour under the Common Security Documents.
- 9.1.5 The Common Security Agent shall (in its sole discretion and without first having to obtain the Noteholders' consent) be entitled to enter into agreements with the Issuer or a third party or take any other actions, if it is, in the Common Security Agent's opinion, necessary for the purpose of maintaining, altering, releasing or enforcing the Common Transaction Security, creating further security for the benefit of the Common Secured Parties or for any other purposes in accordance with the terms of the Intercreditor Agreement and the relevant Common Security Documents.
- 9.1.6 The Noteholders' Agent shall be entitled to give instructions (on behalf of the Noteholders) relating to the Common Transaction Security to the Common Security Agent in accordance with the Intercreditor Agreement.
- 9.1.7 The Common Transaction Security is shared among the Common Secured Parties. All the Common Secured Obligations secured by the Common Transaction Security shall rank in right and priority of payment, and the Common Transaction Security shall secure the Common Secured Obligations, *pari passu* and *pro rata* without preference between them, except for liabilities owed to the Common Security Agent and certain costs incurred by certain creditor representatives (including the Agent) which have priority to enforcement proceeds relating to Common Transaction Security in accordance with Clause 13 (Distribution of proceeds).
- 9.2 **Enforcement and Release of Common Transaction Security**
- 9.2.1 Only the Common Security Agent may exercise the rights under the Common Security Documents and only the Common Security Agent has the right to enforce the Common Transaction Security based on the instructions given to the Common Security Agent under and pursuant to the terms of the Intercreditor Agreement. The Agent shall be entitled to give instructions (on behalf of the Noteholders) relating to the Common Transaction Security in accordance with, and subject to, the Intercreditor Agreement.
- 9.2.2 The Noteholders shall not be entitled, individually or collectively, to take any direct action to enforce any rights in their favour under the Common Security Documents.
- 9.2.3 The Common Security Agent shall enforce the Common Transaction Security in accordance with the terms of the Common Security Documents and the Intercreditor Agreement.
- 9.2.4 The Common Transaction Security is shared among the Common Secured Parties. Any enforcement proceeds relating to the Common Transaction Security shall be distributed among the Common Secured Parties in accordance with Clause 12 (Acceleration of the Notes) and the Intercreditor Agreement.
- 9.2.5 The Common Security Agent shall, subject to the terms of the Intercreditor Agreement and the relevant Common Security Documents, be entitled to release all Common Transaction Security upon the full discharge of the Common Secured Obligations, in connection with the enforcement of the Common Transaction Security and in connection with any other similar distressed disposal event in accordance with the Intercreditor Agreement.
- 9.2.6 The Common Security Agent shall further be entitled to, pursuant to the terms of the Intercreditor Agreement and subject to the terms of any Common Security Document release (i) any Common Transaction Security

over shares, properties or other assets which are sold or otherwise disposed of in a way which is permitted by the Common Secured Finance Documents (provided that replacement security is provided to the extent required pursuant to the terms of the Intercreditor Agreement) or (B) any Common Transaction Security provided by a Security Provider that ceases to be a Group Company, in each case without having to obtain instructions or separate consent from the Noteholders. Any such release of Common Transaction Security made in accordance with the Intercreditor Agreement and the Common Security Documents shall be binding on all Noteholders.

## 10. INFORMATION TO NOTEHOLDERS

### 10.1 Information from the Issuer

10.1.1 The Issuer will make the following information available to the Noteholders and the Agent by publication on the website of the Issuer:

- (a) as soon as the same become available, but in any event within four (4) months after the end of each financial year, its audited consolidated financial statements for that financial year and annual review;
- (b) as soon as the same become available, but in any event within two (2) months after the end of each period in respect of which the Issuer is required to publish a statutory interim report, its unaudited consolidated financial statements or the year-end report (Fin: *tilinpäätöstiedote*) (as applicable) for such period;
- (c) any other information required to be disclosed under the Finnish Securities Markets Act (Fin: *arvopaperimarkkinalaki* 746/2012, as amended) and the rules and regulations of the Helsinki Stock Exchange;
- (d) as soon as practicable following an acquisition or disposal of Notes by a Group Company, the aggregate Nominal Amount held by the Group Companies, or the amount of Notes cancelled by the Issuer; and
- (e) any report describing the allocation of proceeds and/or the environmental impact of the green projects to be produced pursuant to and in accordance with the Green Finance Framework, if the Notes are issued under the Green Finance Framework.

10.1.2 The Issuer shall immediately notify the Noteholders and the Agent upon becoming aware of the occurrence of a Change of Control Event or a Demerger Event. Such notice may be given in advance of the occurrence of a Change of Control Event or a Demerger Event and be conditional upon the occurrence of any such event if a definitive agreement is in place providing for a Change of Control Event or a Demerger Event.

10.1.3 The Issuer shall immediately upon the occurrence of a Permitted Fixed Security Asset Disposal, notify the Noteholders and the Agent thereof and (i) how the Disposal Proceeds have been or are intended to be applied by the Issuer or the relevant member of the Group or, (ii) if pursuant to paragraph (b) of Clause 11.2.3 the Issuer is required to make an offer to repurchase the Notes (in part or in full), of its intention to make such offer (such notice shall specify the relevant Redemption Date and the Disposal Redemption Amount in respect of that Permitted Fixed Security Asset Disposal).

10.1.4 The Issuer shall promptly notify the Agent of any replacement and/or release of any assets subject to Common Transaction Security made in accordance with the terms of the Intercreditor Agreement, if the market value of such assets (as determined in accordance with the Intercreditor Agreement) subject to such replacement and/or release exceeds EUR 20,000,000. Promptly upon receiving such notice from the Issuer, the Agent shall notify the Noteholders in accordance with Clause 25.1 (excluding the publication on the Issuer's website).

10.1.5 The Issuer shall:

- (a) within five (5) Business Days from the publication of the financial statements pursuant to paragraphs (a) and (b) of subclause 10.1.1 submit to the Agent a Compliance Certificate (i) setting out calculations and figures as to compliance with Clause 11.3 (*Financial Undertakings*) and (ii) containing a confirmation that no Event of Default has occurred (or if an Event of Default has occurred, what steps have been taken to remedy it); and

- (b) upon the incurrence of Financial Indebtedness (other than any Financial Indebtedness referred to in paragraphs (a) – (m) of Clause 11.6.3), submit to the Agent a Compliance Certificate (i) setting out calculations and figures as to compliance with Clause 11.4 (*Incurrence Test*), (ii) containing a confirmation that no Event of Default has occurred (or if an Event of Default has occurred, what steps have been taken to remedy it).

10.1.6 The Issuer shall immediately notify the Agent (with full particulars) upon becoming aware of the occurrence of any event or circumstance which constitutes an Event of Default, or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing) constitute an Event of Default, and shall provide the Agent with such further information as it may reasonably request in writing following receipt of such notice. Should the Agent not receive such information, the Agent is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Agent does not have actual knowledge of such event or circumstance.

## 10.2 **Information from the Agent**

10.2.1 Subject to any non-disclosure agreement(s) between the Agent and the Issuer, the Agent is entitled to disclose to the Noteholders any event or circumstance directly or indirectly relating to the Issuer or the Notes. Notwithstanding the foregoing, the Agent shall notify the Noteholders of the occurrence of an Event of Default in accordance with Clause 12.3.

## 10.3 **Publication of Finance Documents**

The latest versions of the Terms and Conditions (and any document amending these Terms and Conditions) shall be available to the Noteholders and Persons considering an investment in the Notes at the office of the Agent during normal business hours and on the website of the Issuer. The latest versions of the other Finance Documents shall be available for review to the Noteholders and prospective Noteholders at the office of the Issuer and the Agent during normal business hours.

## 11. GENERAL UNDERTAKINGS

### 11.1 **Negative pledge**

11.1.1 For so long as any of the Notes remain outstanding, the Issuer shall ensure that:

- (a) no Housing Company will create or permit to subsist any Security over any of its assets other than (i) any security created under the Common Secured Finance Documents, (ii) any customary easement or special right encumbering and/or registered in respect of any real estate property provided that it does not have an adverse effect on the Common Transaction Security, (iii) in respect of leaseholds, any security interest in favour of the landlord of such leasehold securing payments under the relevant land lease agreement, and (iv) any easement which is required to be registered on any property by the relevant authority and/or the relevant interested party (including but not limited to easements regarding pipes and cables, means of communications, fire walls, rescue roads, street connections and joint footings of buildings and other customary purposes) provided that it does not have an adverse effect on the Common Transaction Security; and
- (b) no member of the Group will create or permit to subsist any Security over the shares in any Housing Company, other than any security created under the Common Secured Finance Documents.

11.1.2 Except as provided under Clause 11.1.3 below, for so long as any of the Notes remain outstanding, the Issuer shall not (and the Issuer shall ensure that no other Group Company (other than a Housing Company) will) create or permit to exist any Security over any of its assets.

11.1.3 Clause 11.1.2 above does not apply to any Security:

- (a) created under the Common Security Documents, provided that the aggregate amount of the Common Secured Obligations does not exceed EUR 600,000,000 (for the avoidance of doubt, taking into account any repayments or prepayments made in connection with refinancing of any Common Secured Obligations) at any time, provided further that:
  - (i) if assets subject to Common Transaction Security are sold and the disposal proceeds are used to repay or prepay Common Secured Obligations, the maximum aggregate amount

of the Common Secured Obligations permitted hereunder shall decrease on a EUR-for-EUR basis by the amount of the net proceeds received from such disposal which are used to repay or prepay Common Secured Obligations; and

- (ii) if any additional Common Transaction Security is granted, the maximum aggregate amount of the Common Secured Obligations permitted hereunder shall increase on a EUR-for-EUR basis (meaning, for the avoidance of doubt, that the maximum aggregate amount of the Common Secured Obligations may exceed EUR 600,000,000) based on the Asset Value (as defined in the Intercreditor Agreement) or any corresponding valuation of the relevant asset(s) granted as additional Common Transaction Security;
- (b) arising by operation of law;
- (c) over goods or documents of title to goods arising in the ordinary course of documentary credit transactions;
- (d) created by a margin arrangement regarding derivatives made in the ordinary course of business;
- (e) which is short term and created as a retention of title by a seller in connection with a purchase by a Group Company of goods in the ordinary course of business;
- (f) which is a pledge of shares in a Project Company;
- (g) over intra-Group receivables arising under any cash pool arrangement entered into by a Group Company in the ordinary course of its banking arrangements;
- (h) related to rental or lease agreements made in the ordinary course of business;
- (i) provided by a Project Company which is a Subsidiary of any member of the Group (for the avoidance of doubt, save for any Security Company);
- (j) granted over an asset sold to a customer securing advance payments received from the same;
- (k) granted for any pension loans from pension insurance companies (Fin: *TyEL takaisinlainaus*); or
- (l) not permitted under the preceding paragraphs and securing an amount which does not exceed EUR 10,000,000 (or its equivalent in other currency or currencies) in aggregate for the Group at any time.

## 11.2 Disposals

11.2.1 Except as provided under Clauses 11.2.2, 11.2.3 and 11.2.4 below, for so long as any of the Notes remain outstanding, the Issuer shall not (and the Issuer shall ensure that no other Group Company will), enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any assets to a person or persons other than wholly-owned members of the Group.

11.2.2 Clause 11.2.1 above does not apply to any sale, lease, transfer or disposal (by the Issuer or a Group Company):

- (a) of any assets in the ordinary course of business of the disposing entity for market value and on arms' length terms;
- (b) of property or assets in exchange for other property or assets comparable or superior as to type, value and quality;
- (c) arising under sale or securitisation of receivables on a non-recourse basis, provided that such disposal is conducted on an arms' length basis;
- (d) of obsolete assets; or
- (e) between any Group Companies (or for the avoidance of doubt, between any Group Company and the Issuer),

in each case, other than any assets subject to Common Transaction Security.

11.2.3 Clause 11.2.1 above does not apply to:

- (a) subject to the terms of the Intercreditor Agreement and the Common Security Documents, any non-distressed disposal by the Issuer or another Group Company of a Dynamic Security Asset, provided that:
- (i) such disposal is made with the prior written consent of the Common Security Agent in connection with the replacement of such Dynamic Security Asset with one or more new Dynamic Security Asset(s) (with a comparable or higher asset value) or by a cash deposit to a blocked bank account held as Common Transaction Security in accordance with the Intercreditor Agreement;
  - (ii) such disposal is made in connection with the release of such Dynamic Security Asset(s) in an event where the aggregate amount of the Common Secured Obligations has decreased as a result of repayments and/or prepayments made with funds other than (i) those received from disposals of Common Transaction Security or (ii) from refinancing, replacement or other accrual of Common Secured Obligations with any new financing thereafter constituting Common Secured Obligations, and the Common Security Agent has in accordance with the terms of the Intercreditor Agreement released such Dynamic Security Assets on an EUR-for-EUR basis; or
  - (iii) such disposal is made with the prior written consent of the Common Security Agent in connection with the release of such Dynamic Security Asset(s) for project development purposes, provided that the aggregate value of such released Dynamic Security Asset(s) may not exceed EUR 15,000,000 in any 12-month period after the Issue Date (and where any unused amount under the aforementioned annual EUR 15,000,000 basket shall be carried forward and added to the amount available for release in the following 12-month period (and for the avoidance of doubt, any amount still unused thereafter in the subsequent 12-month period(s))) in accordance with the Intercreditor Agreement;
  - (iv) such disposal is made on arms' length terms to a third party at the discretion of the Common Security Agent, provided that:
    - (A) in case any Credit Facility Liabilities other than under the Initial Revolving Facility (or a revolving credit facility used for refinancing or replacement of the Initial Revolving Facility) remains outstanding, any proceeds from such disposal are used for the repayment or prepayment of all the Credit Facility Liabilities within three (3) months of the disposal (the "**Initial Prepayment**"); and
    - (B) in case all Credit Facility Liabilities other than under the Initial Revolving Facility (or a revolving credit facility used for refinancing or replacement of the Initial Revolving Facility) have been repaid or prepaid in full (in connection with the Initial Prepayment pursuant to paragraph (iv)(A) above or otherwise):
      - i. if the aggregate Disposal Proceeds (after the Initial Prepayment, to the extent applicable) are no less than EUR 20,000,000 (or its equivalent in other currencies), the Issuer shall, during a period following twenty (20) Business Days after the completion of the relevant disposal, offer to repurchase the Notes and any other Secured Notes (in part or in full, as applicable) on a *pro rata* basis of the outstanding amounts the Notes and any other Secured Notes by an amount equal to the Disposal Proceeds. Such repurchase offer shall be made equally to the holders of the Notes and any other Secured Notes at a price equal to 100 per cent. of the nominal amount of such notes together with accrued but unpaid interest to, but excluding, the relevant redemption date specified in the relevant repurchase offer, which redemption date shall be no later than twenty-five (25) Business Days after the completion of the relevant disposal, in which case the requirement under this paragraph shall be deemed fulfilled irrespective of whether such offer is accepted by any noteholders; and

- ii. the aggregate Disposal Proceeds (after the Initial Prepayment, to the extent applicable) are less than EUR 20,000,000 (or its equivalent in other currencies), such Disposal Proceeds shall be reinvested into the business of the Group within the 12-month period following the disposal(s); and
  - (v) in the case of disposal of a Dynamic Security Asset that is a property (freehold or leasehold), the disposal is made to a wholly owned Subsidiary of the Issuer and that wholly owned Subsidiary accedes to the relevant Common Security Documents as a pledgor;
- (b) subject to the terms of the Intercreditor Agreement and the Common Security Documents, any non-distressed disposal by the Issuer or another Group Company of a Fixed Security Asset, provided that:
  - (i) the Common Security Agent has granted its prior written consent to such disposal; and
  - (ii) upon completion of such disposal, no less than 85 per cent. (with any excess amount being at the discretion of the Issuer) of the Disposal Proceeds are applied towards the repayment or prepayment of the Common Secured Obligations at the Issuer's discretion as follows (unless otherwise provided for in the Intercreditor Agreement or the other Common Secured Finance Documents):
    - (A) first, towards the repayment or prepayment of the Credit Facility Liabilities in full (unless the relevant creditors in respect of the Credit Facility Liabilities have agreed on a smaller prepayment and/or waived the obligation to make any such prepayment); and
    - (B) if the excess, if any, exceeds EUR 5,000,000, such excess shall be applied towards the repurchase of Secured Notes through a tender offer (such excess amount, the "**Disposal Redemption Amount**")

(a "**Permitted Fixed Security Asset Disposal**").

To fulfil the requirement under paragraph (b)(ii)(B) above, the Issuer shall, during a period following twenty (20) Business Days after the completion of the relevant Permitted Fixed Security Asset Disposal, offer to repurchase the Notes and any other Secured Notes (in part or in full, as applicable) on a *pro rata* basis of the outstanding amounts the Notes and any other Secured Notes by an amount equal to the Disposal Redemption Amount. Such repurchase offer shall be made equally to the holders of the Notes and any other Secured Notes at a price equal to the lower of (i) 103 per cent. of the nominal amount of such notes together with accrued but unpaid interest to, but excluding, the relevant redemption date specified in the relevant repurchase offer and (ii) the redemption amount set out in Clause 8.2 (*Voluntary Total Redemption (Call Option)*), as applicable depending on when the redemption occurs. The redemption date specified in the relevant repurchase offer shall be no later than twenty-five (25) Business Days after the completion of the relevant Permitted Fixed Security Asset Disposal, in which case the requirement under paragraph (b)(ii)(B) above shall be deemed fulfilled irrespective of whether such offer is accepted by any noteholders.

11.2.4 Clause 11.2.1 above does not apply to any sale, lease, transfer or disposal (by the Issuer or a Group Company) made on arms' length terms for cash consideration of assets other than any assets subject to Common Transaction Security, and the cash proceeds from such sale, transfer or other disposal (whether by a single transaction or a series of related transactions that can be deemed a single transaction) other than from a disposal referred to in Clauses 11.2.2 or 11.2.3 above exceeds EUR 15,000,000 (or its equivalent in other currencies) (such cash proceeds, the "**Cash Proceeds**"), if:

- (a) such Cash Proceeds are applied by the Issuer and/or any other Group Company at its option within six (6) months after the receipt thereof towards investments in assets (including, for the sake of clarity, any real properties) that will be used in the business of the Group (whether through direct investments in such assets or through investments in shares or other securities) or the repayment or discharge of any Financial Indebtedness incurred by the members of the Group; or
- (b) as an alternative way to fulfil the requirements under paragraph (a) above, the Issuer may during such six (6) month period offer to repurchase the Notes at a price per Note equal to 100 per cent. of the Nominal Amount together with accrued but unpaid Interest to but excluding to the Redemption Date specified in the repurchase offer, in which case the requirement under paragraph (a) above shall be deemed fulfilled irrespective of whether such offer is accepted by any Noteholders.

11.2.5 The requirement to apply Cash Proceeds within the six (6) month period as referred to in Clause 11.2.4 above shall be deemed to be met where in the Issuer and/or a Group Company has/have entered into an agreement or otherwise committed to make an investment in assets that will be used in the business of the Group before the expiry of the six (6) month period although the Cash Proceeds would be finally applied only after such deadline.

11.2.6 For the avoidance of doubt, the obligation to apply Cash Proceeds in accordance with Clause 11.2.4 above, shall apply only to the amount of Cash Proceeds exceeding EUR 15,000,000 in respect of each applicable disposal.

### 11.3 **Financial undertakings**

*Equity Ratio:* The Issuer shall ensure that the Equity Ratio according to the latest interim or annual report, whichever is most recent, shall on each Reference Date equal or exceed 25 per cent. determined in accordance with the Accounting Principles as in force on the Issue Date.

### 11.4 **Incurrence Test**

The Incurrence Test for the purposes of Clause 11.6 is met if the Interest Cover Ratio is no less than 2.0.

### 11.5 **Adjustments to the Reported Adjusted EBITDA**

For the purpose of calculating the Adjusted EBITDA for any Relevant Period, Reported Adjusted EBITDA shall be further adjusted by (without any double-counting):

- (a) including the operating profit before interest, direct taxes arising as a result of profit, depreciation and intangible amortisation (calculated on the same basis as Reported Adjusted EBITDA) of a Group Company (or attributable to a business or assets) acquired during the Relevant Period for that part of the Relevant Period prior to it becoming a Group Company or (as the case may be) prior to the acquisition of the business or assets;
- (b) excluding the operating profit before interest, direct taxes arising as a result of profit, depreciation and intangible amortisation (calculated on the same basis as Reported Adjusted EBITDA) attributable to any Group Company (or to any business or assets) disposed of during the Relevant Period for that part of the Relevant Period;
- (c) excluding any fair value adjustment to the Issuer's equity investments in the Issuer's accounts, which is booked according to IFRS as having an impact on EBITDA;
- (d) adding back any loss resulting from the disposal of the Issuer's assets in any of the plots of land (freehold or leasehold) owned by the Group and held in the plot reserve and the shares in the property companies owning such plots, provided that the amounts added back pursuant to this paragraph (d) do not exceed (i) EUR 40,000,000 during any Relevant Period or (ii) EUR 60,000,000 in aggregate during the maturity of the Notes; and
- (e) excluding any translation differences, which are booked according to IFRS to have an impact on Reported Adjusted EBITDA in the Group's external accounting.

### 11.6 **Limitation on Financial Indebtedness**

11.6.1 Except as provided under Clause 11.6.3 below, for as long as any Note remains outstanding, the Issuer shall not (and shall ensure that no other Group Company will) incur, directly or indirectly, any Financial Indebtedness unless the Incurrence Test is met at the time of incurrence of such Financial Indebtedness.

11.6.2 At the time of the incurrence of new Financial Indebtedness, for the purposes of calculating the Incurrence Test, (i) the aggregate pro forma finance costs of the incurred Financial Indebtedness for the following 12 month period are added to the Total Net Interest Costs and (ii) to the extent such Financial Indebtedness is

used to refinance existing Financial Indebtedness, finance costs of that repaid Financial Indebtedness are deducted from the Total Net Interest Costs.

11.6.3 Clause 11.6.1 above does not apply to any Financial Indebtedness:

- (a) that is Project Debt;
- (b) the total outstanding amount of which under any revolving credit facilities with financial institutions does not exceed EUR 300,000,000 (or its equivalent in other currency or currencies) at any time;
- (c) the total outstanding amount of which under any term loan facilities with financial institutions does not, when taken together with any term loan facilities permitted under paragraph (l) below, exceed EUR 140,000,000 (or its equivalent in other currency or currencies) in aggregate at any time;
- (d) arising under any commercial paper program;
- (e) arising under any overdraft facility;
- (f) arising due to distribution of cash from joint ventures with upstream loans prior to dividend distribution;
- (g) arising under any letter of credit or other supply chain financing arrangement classified as Financial Indebtedness;
- (h) arising under any loan granted by a Group Company to another Group Company;
- (i) arising under any lease liability related to leases of plots of land;
- (j) arising under any lease liability other than lease liabilities referred to in paragraph (i), above, where the aggregate outstanding principal amount of such liabilities do not exceed EUR 250,000,000 (or its equivalent in other currency or currencies) at any time;
- (k) arising under any pension loans from pension insurance companies (Fin: *TyEL takaisinlainaus*) or guarantees related to them in a maximum aggregate principal amount at any time outstanding not exceeding EUR 100,000,000;
- (l) existing as at the Issue Date and any Financial Indebtedness incurred for the purposes refinancing thereof, provided that the principal amount of such refinancing does not exceed the principal amount of the existing Financial Indebtedness being refinanced and the proceeds received from the incurrence of such Financial Indebtedness for refinancing purposes is used no later than 12 Months after its incurrence for the purposes of repaying the existing debt being refinanced; or
- (m) not permitted by the paragraphs (a) to (l) above and where the outstanding aggregate principal amount of such Financial Indebtedness for the Group does not exceed EUR 50,000,000 (or its equivalent in other currency or currencies) at any time.

## 11.7 Distributions

11.7.1 Except as provided under Clause 11.7.3 below and subject to Clause 11.7.2 below, the Issuer shall not:

- (a) declare, make or pay any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its share capital (or any class of its share capital) or from its reserve for invested unrestricted equity (Fin: *sijoitetun vapaan oman pääoman rahasto*);
- (b) repay or distribute any dividend or share premium reserve; or
- (c) redeem, repurchase, defease, retire or repay any of its share capital or resolve to do so,



if the Interest Cover Ratio is less than 2.50 at the time of such payment or distribution, or would be less than 2.50 immediately after such payment or distribution.

11.7.2 The aggregate amount of the payments and distributions made in accordance with Clause 11.7.1 during any financial year shall not exceed 50 per cent. of the Issuer's reported net income during the immediately preceding financial year.

11.7.3 The above restrictions on payment of dividends shall not apply to distribution of any minority dividend (Fin: *vähemmistöosinko*) requested by the shareholders of the Issuer pursuant to Chapter 13, Section 7 of the Finnish Companies Act (624/2006, as amended) (Fin: *osakeyhtiölaki*) provided that no Event of Default has occurred and is continuing or would occur as a result of such distribution.

## 11.8 Undertakings relating to the Agency Agreement

11.8.1 The Issuer shall, in accordance with the Agency Agreement:

- (a) pay fees to the Agent;
- (b) indemnify the Agent for costs, losses and liabilities;
- (c) furnish to the Agent all information requested by or otherwise required to be delivered to the Agent; and
- (d) not act in a way which would give the Agent a legal or contractual right to terminate the Agency Agreement.

The Issuer and the Agent shall not amend any provisions of the Agency Agreement without the prior consent of the Noteholders if the amendment would be detrimental to the interests of the Noteholders.

## 12. ACCELERATION OF THE NOTES

12.1 Subject to the provisions of the Intercreditor Agreement, the Agent is entitled to, and shall following a demand in writing from a Noteholder (or Noteholders) representing over fifty (50) per cent. of the Adjusted Nominal Amount (such demand may only be validly made by a Person who is a Noteholder at the end of the Business Day on which the demand is received by the Agent and shall, if made by several Noteholders, be made by them jointly) or following an instruction given pursuant to Clause 12.4, on behalf of the Noteholders (i) by notice to the Issuer, declare all, but not only some, of the outstanding Notes due and payable together with any other amounts payable under the Finance Documents, immediately or at such later date as the Agent determines, and/or (ii) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents, if:

- (a) **Non-Payment:** the Issuer does not pay on the relevant due date any amount payable by it under the relevant Finance Documents, unless the non-payment:
  - (i) is caused by technical or administrative error; and
  - (ii) is remedied within five (5) Business Days from the due date;
- (b) **Non-compliance:** the Issuer or any other Group Company does not comply with its obligations under the Finance Documents (other as than referred to in paragraph (a) above), unless the non-compliance:
  - (i) is capable of remedy; and
  - (ii) is remedied within twenty (20) Business Days of the earlier of the Agent giving notice and the Issuer becoming aware of the non-compliance;
- (c) **Impossibility or illegality:** it becomes impossible or unlawful for the Issuer, any other Security Provider, any Security Company or any Material Group Company to fulfil or perform any of the provisions of the Finance Documents or if the obligations under the Finance Documents are not, or cease to be, legal, valid, binding and enforceable, and the effect of such obligations has a detrimental effect on the interests of the Noteholders;

- (d) **Insolvency:** the Issuer, any other Security Provider, any Security Company or any Material Group Company is, or is deemed for the purposes of any applicable law to be, Insolvent;
- (e) **Cross-default:** any Financial Indebtedness of the Issuer, any other Security Provider, any Security Company or any Material Group Company or any compulsory payment under the Capital Securities is not paid when due nor within any originally applicable grace period, or is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described), provided that no Event of Default will occur under this paragraph (e) if (i) any relevant payment to be made is contested in good faith and as long as it has not resulted in a payment obligation of the relevant Group Company (confirmed by a court, arbitral tribunal or a government authority, subject to Clause 12.6) or (ii) the aggregate amount of Financial Indebtedness referred to herein is less than EUR 10,000,000 (or its equivalent in other currencies); or
- (f) **Cessation of Business:** the Issuer or the Group as a whole ceases or threatens to cease all or a material part of its business.

12.2 The Agent may not accelerate the Notes in accordance with Clause 12.1 by reference to a specific Event of Default if it is no longer continuing.

12.3 The Agent shall notify the Noteholders and the Issuer (if the Issuer is not aware) of an Event of Default within five (5) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing, except if the Event of Default does not relate to a payment failure in respect of the Notes and the Agent considers that withholding the notice is not detrimental to the interests of the Noteholders. The Agent shall, within twenty (20) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing (and if the Event of Default does not relate to a payment failure in respect of the Notes, within sixty (60) Business Days), decide if the Notes shall be so accelerated. If the Agent decides not to accelerate the Notes, the Agent shall promptly seek instructions from the Noteholders in accordance with Clause 15 (*Decisions by Noteholders*). The Agent shall always be entitled to take the time necessary to consider carefully whether an occurred event or circumstance constitutes an Event of Default.

12.4 If the Noteholders instruct the Agent to accelerate the Notes, the Agent shall promptly declare the Notes due and payable and take such actions as may, in the opinion of the Agent, be necessary or desirable to enforce the rights of the Noteholders under the Finance Documents, subject to the terms of the Intercreditor Agreement, unless the relevant Event of Default has been remedied or waived.

12.5 Notwithstanding anything to the contrary herein, if the Common Security Agent has enforced the Common Transaction Security in accordance with the Intercreditor Agreement, the Agent shall (without having to obtain instructions from the Noteholders) immediately declare all, but not only some, of the outstanding Notes due and payable together with any other amounts payable under the Finance Documents.

12.6 If the right to accelerate the Notes is based upon a decision of a court of law, an arbitral tribunal or a government authority, it is not necessary that the decision has become enforceable under law or that the period of appeal has expired in order for cause of acceleration to be deemed to exist.

12.7 In the event of an acceleration of the Notes in accordance with this Clause 12, the Issuer shall redeem all Notes at an amount per Note equal to, as applicable considering when acceleration occurs, the redemption amount set out in Clause 8.2 (*Voluntary Total Redemption (Call Option)*).

### 13. DISTRIBUTION OF PROCEEDS

13.1 All payments by the Issuer relating to the Notes and the Finance Documents following an acceleration of the Notes in accordance with Clause 12 (*Acceleration of the Notes*) or any other Common Secured Obligations in accordance with their terms and any proceeds received from an enforcement of the Common Transaction Security or otherwise received by the Common Security Agent with respect to the Common Secured Obligations in accordance with the Intercreditor Agreement shall be distributed as set out in the Intercreditor Agreement in the following order of priority towards satisfaction of the Common Secured Obligations:

- (a) *first*, in or towards payment of any unpaid fees, costs, expenses, liabilities and indemnities payable by the Issuer or any other relevant member of the Group to the Common Security Agent (or its delegate, as applicable) under or in relation to any Common Secured Finance Document;

- (b) *secondly*, in or towards payment on a *pro rata* and *pari passu* basis of unpaid fees, costs, expenses and indemnities payable by the Issuer or any other relevant member of the Group to the Agent, the Issuer Agent, the agent under the Credit Facility Documents, or the agent under any other Secured Notes;
- (c) *thirdly*, in or towards payment on a *pro rata* and *pari passu* basis (with no preference among them):
  - (i) to each Noteholder in respect of the Notes (such payment to be made in accordance with the payment provisions of these Terms and Conditions);
  - (ii) to each creditor in respect of the Credit Facility Liabilities; and
  - (iii) to each noteholder in respect of any other Secured Notes (such payment to be made in accordance with the payment provisions of the terms and conditions of such Secured Notes);
- (d) *fourthly*, subject to the irrevocable discharge of all the Common Secured Obligations having occurred, towards payment to any person to whom the Common Security Agent is obliged to pay or distribute in priority to any debtor; and
- (e) *fifthly*, the balance, if any, in payment or distribution to the Issuer or the relevant member of the Group entitled to it, as appropriate.

13.2 Any amount which in compliance with the Intercreditor Agreement (as applicable) is payable in respect of the Notes shall be applied in the following order of priority, in accordance with the instructions of the Agent:

- (a) *first*, in or towards payment *pro rata* of (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Agent in accordance with the Agency Agreement (other than any indemnity given for liability against the Noteholders) and/or the Issuer Agent in accordance with the Issuer Agent Agreement, (ii) other costs, expenses and indemnities relating to the acceleration of the Notes, exercising rights for the enforcement of Common Transaction Security or the protection of the Noteholders' rights in each case as may have been incurred by the Agent, (iii) any costs incurred by the Agent for external experts that have not been reimbursed by the Issuer in accordance with Clause 19.2.8, and (iv) any costs and expenses incurred by the Agent in relation to a Noteholders' Meeting or a Written Procedure that have not been reimbursed by the Issuer in accordance with Clause 15.2;
- (b) *secondly*, in or towards payment *pro rata* of accrued but unpaid Interest under the Notes (Interest due on an earlier Interest Payment Date to be paid before any Interest due on a later Interest Payment Date) and default interest payable pursuant to Clause 7.4;
- (c) *thirdly*, in or towards payment *pro rata* of any unpaid principal under the Notes;
- (d) *fourthly*, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under the Finance Documents; and
- (e) *fifthly*, the balance, if any, in payment or distribution to the Issuer or the relevant member of the Group entitled to it, as appropriate.

13.3 If a Noteholder or another party has with the consent of the Agent paid any fees, costs, expenses or indemnities referred to in paragraph (a) of Clause 13.2, such Noteholder or other party shall be entitled to reimbursement by way of a corresponding distribution in accordance with paragraph (a) of Clause 13.2.

13.4 Funds that the Agent receives (directly or indirectly) in connection with the acceleration of the Notes or the enforcement of Common Transaction Security contrary to the provisions of the Intercreditor Agreement constitute escrow funds and must be promptly turned over to the Common Security Agent to be applied in accordance with the Intercreditor Agreement.

13.5 If the Issuer or the Agent shall make any payment under this Clause 13, the Issuer or the Agent, as applicable, shall notify the Noteholders of any such payment at least fifteen (15) Business Days before the payment is made. Such notice shall specify the Record Time, the payment date and the amount to be paid.

#### 14. RIGHT TO ACT ON BEHALF OF A NOTEHOLDER

- 14.1 If any Person other than a Noteholder wishes to exercise any rights specifically allocated to Noteholders under the Finance Documents, it must obtain a power of attorney from the Noteholder or a successive, coherent chain of powers of attorney starting with the Noteholder and authorising such Person or provide other evidence of ownership or authorisation satisfactory to the Agent.
- 14.2 A Noteholder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Notes held by it. Any such representative may act independently under the Finance Documents in relation to the Notes for which such representative is entitled to represent the Noteholder and may further delegate its right to represent the Noteholder by way of a further power of attorney.
- 14.3 The Agent shall only have to examine the face of a power of attorney or other evidence of authorisation that has been provided to it pursuant to Clause 14.1 and may assume that it has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face or is otherwise notified to the Agent.

#### 15. DECISIONS BY NOTEHOLDERS

- 15.1 A request by the Agent for a decision by the Noteholders on a matter relating to the Finance Documents shall (at the option of the Agent) be dealt with at a Noteholders' Meeting or by way of a Written Procedure.
- 15.2 Any request from the Issuer or a Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request may only be validly made by a Person who is a Noteholder on the Business Day immediately preceding the day on which the request is received by the Agent and shall, if made by several Noteholders, be made by them jointly) for a decision by the Noteholders on a matter relating to the Finance Documents shall be directed to the Agent and dealt with at a Noteholders' Meeting or by way of a Written Procedure, as determined by the Agent. The Person requesting the decision may suggest the form for decision making, but if it is in the Agent's opinion more appropriate that a matter is dealt with at a Noteholders' Meeting or by way of a Written Procedure, the Agent shall have the right to decide where such matter shall be dealt with.
- 15.3 The Agent may refrain from convening a Noteholders' Meeting or instigating a Written Procedure if (i) the suggested decision must be approved by any Person in addition to the Noteholders and such Person has informed the Agent that an approval will not be given, or (ii) the suggested decision is not in accordance with applicable laws.
- 15.4 Only a Person who is, or who, directly or indirectly, has been provided with a power of attorney pursuant to Clause 14 (*Right to act on behalf of a Noteholder*) from a Person who is registered as a Noteholder:
- (a) at the Record Time on the CSD Business Day specified in the communication pursuant to Clause 16.3, in respect of a Noteholders' Meeting; or
  - (b) at the Record Time on the CSD Business Day specified in the communication pursuant to Clause 17.3, in respect of a Written Procedure,
- may exercise voting rights as a Noteholder at such Noteholders' Meeting or in such Written Procedure in respect of Notes held by such Person at the relevant Record Time, provided that the relevant Notes are included in the Adjusted Nominal Amount.
- 15.5 The following matters shall require the consent of Noteholders representing at least 66 2/3 per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 17.3:
- (a) a change to the terms of any Clause 2.1, Clause 2.4, Clause 2.5 or Clause 2.11;
  - (b) a reduction of the premium payable upon the redemption or repurchase of any Note pursuant to Clause 8 (*Redemption and repurchase of the Notes*) or change in any term triggering the right of such redemption or repurchase;
  - (c) a change to the Interest Rate (other than as a result of the application of Clause 27 (*Replacement of Base Rate*)) or the Nominal Amount;

- (d) a change to the terms for the distribution of proceeds set out in Clause 13 (*Distribution of proceeds*);
- (e) a change to the terms dealing with the requirements for Noteholders' consent set out in this Clause 15;
- (f) a change of issuer, an extension of the tenor of the Notes or any delay of the due date for payment of any principal or interest on the Notes;
- (g) a release of the Common Transaction Security, except as permitted under the Intercreditor Agreement;
- (h) any amendment or replacement of the Intercreditor Agreement whereby the ranking of external debt of the Group and the priority of payments among such debt becomes less beneficial to the Noteholders than under the Intercreditor Agreement in force on the Issue Date;
- (i) a mandatory exchange of the Notes for other securities; and
- (j) early redemption of the Notes, other than upon an acceleration of the Notes pursuant to Clause 12 (*Acceleration of the Notes*) or as otherwise permitted or required by these Terms and Conditions.

15.6 Any matter not covered by Clause 15.5 shall require the consent of Noteholders representing more than 50 per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 17.3. This includes, but is not limited to, any amendment to, or waiver of, the terms of any Finance Document that does not require a higher majority (other than an amendment permitted pursuant to Clause 18.1(a) or (b)) or an acceleration of the Notes or the exercise of the rights of the Noteholders to enforce any Common Transaction Security.

15.7 Quorum at a Noteholders' Meeting or in respect of a Written Procedure only exists if a Noteholder (or Noteholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount in case of a matter pursuant to Clause 15.5, and otherwise twenty (20) per cent. of the Adjusted Nominal Amount:

- (a) if at a Noteholders' Meeting, attend the meeting in person or by telephone conference (or appear through duly authorised representatives); or
- (b) if in respect of a Written Procedure, reply to the request.

15.8 If a quorum does not exist at a Noteholders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Noteholders' Meeting (in accordance with Clause 16.1) or initiate a second Written Procedure (in accordance with Clause 17.1), as the case may be, provided that the relevant proposal has not been withdrawn by the Person(s) who initiated the procedure for Noteholders' consent. The quorum requirement in Clause 15.7 shall not apply to such second Noteholders' Meeting or Written Procedure.

15.9 Any decision which extends or increases the obligations of the Issuer or the Agent, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Agent, under the Finance Documents shall be subject to the Issuer's or the Agent's consent, as applicable.

15.10 The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Noteholder for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Noteholders that consent at the relevant Noteholders' Meeting or in a Written Procedure within the time period stipulated for the consideration to be payable or the time period for replies in the Written Procedure, as the case may be.

15.11 A matter decided at a duly convened and held Noteholders' Meeting or by way of a Written Procedure is binding on all Noteholders, irrespective of them being present or represented at the Noteholders' Meeting or responding in the Written Procedure.

15.12 All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Noteholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.

15.13 If a decision is to be taken by the Noteholders on a matter relating to the Finance Documents, the Issuer shall promptly at the request of the Agent provide the Agent with a certificate specifying the number of Notes owned by Group Companies or (to the knowledge of the Issuer) its Affiliates, irrespective of whether such Person is directly registered as owner of such Notes. The Agent shall not be responsible for the accuracy of such

certificate or otherwise be responsible for determining whether a Note is owned by a Group Company or an Affiliate of the Issuer.

- 15.14 Information about decisions taken at a Noteholders' Meeting or by way of a Written Procedure shall promptly be sent by notice to the Noteholders and published on the websites of the Issuer and the Agent, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Noteholders' Meeting or Written Procedure shall at the request of a Noteholder be sent to it by the Issuer or the Agent, as applicable.

## **16. NOTEHOLDERS' MEETING**

- 16.1 The Agent shall convene a Noteholders' Meeting by sending a notice thereof to the CSD and each Noteholder no later than five (5) Business Days after receipt of a valid request from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons).
- 16.2 Should the Issuer want to replace the Agent, it may convene a Noteholders' Meeting in accordance with Clause 16.1 with a copy to the Agent. After a request from the Noteholders pursuant to Clause 19.4.4, the Issuer shall no later than five (5) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Noteholders' Meeting in accordance with Clause 16.1.
- 16.3 The notice pursuant to Clause 16.1 shall include (i) time for the meeting, (ii) place for the meeting, (iii) agenda for the meeting (including each request for a decision by the Noteholders), (iv) a specification of the CSD Business Day at the end of which a Person must be registered as a Noteholder in order to be entitled to exercise voting rights at the meeting and (v) a form of power of attorney. Only matters that have been included in the notice may be resolved upon at the Noteholders' Meeting. Should prior notification by the Noteholders be required in order to attend the Noteholders' Meeting, such requirement shall be included in the notice.
- 16.4 The Noteholders' Meeting shall be held no earlier than ten (10) Business Days and no later than thirty (30) Business Days from the date of the notice. The Noteholders' Meeting shall be held in Helsinki, Finland. However, at the Issuer's discretion, a Noteholders' Meeting may also be held (or participation to a physical meeting enabled) by telecommunications or other electronic or technical means.
- 16.5 Without amending or varying these Terms and Conditions, the Agent may prescribe such further regulations regarding the convening and holding of a Noteholders' Meeting as the Agent may deem appropriate.

## **17. WRITTEN PROCEDURE**

- 17.1 The Agent shall instigate a Written Procedure no later than five (5) Business Days after receipt of a valid request from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a communication to the CSD and each Person who is registered as a Noteholder at the Record Time prior to the date on which the communication is sent.
- 17.2 Should the Issuer want to replace the Agent, it may send a communication in accordance with Clause 17.1 to each Noteholder with a copy to the Agent.
- 17.3 A communication pursuant to Clause 17.1 shall include (i) each request for a decision by the Noteholders, (ii) a description of the reasons for each request, (iii) a specification of the CSD Business Day at the end of which a Person must be registered as a Noteholder in order to be entitled to exercise voting rights, (iv) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney, and (v) the stipulated time period within which the Noteholder must reply to the request (such time period to last at least fifteen (15) Business Days from the communication pursuant to Clause 17.1). If the voting is to be made electronically, instructions for such voting shall be included in the communication.
- 17.4 When a consent from the Noteholders representing the requisite majority of the total Adjusted Nominal Amount pursuant to Clauses 15.5 or 15.6 has been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 15.5 or 15.6 as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

## 18. AMENDMENTS AND WAIVERS

- 18.1 The Issuer and the Agent (acting on behalf of the Noteholders) may agree to amend the Finance Documents or waive a past default or anticipated failure to comply with any provision in a Finance Document (subject to the provisions of the Intercreditor Agreement), provided that:
- (a) such amendment or waiver is not detrimental to the interest of the Noteholders in any material respect, or is made solely for the purpose of rectifying obvious errors and mistakes;
  - (b) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority;
  - (c) such amendment or waiver has been duly approved by the Noteholders in accordance with Clause 15 (*Decisions by Noteholders*);
  - (d) is made pursuant to Clause 27 (*Replacement of Base Rate*);
  - (e) any such amendment of the Intercreditor Agreement does not result in the ranking of external debt of the Group and the priority of payments among such debt to become less beneficial to the Noteholders than under the Intercreditor Agreement in force on the Issue Date; or
  - (f) such amendment is entered into to enable any refinancing or replacement of any Common Secured Obligations *pari passu* with such Common Secured Obligations that are being refinanced or replaced and which does not benefit from any guarantees or security beyond those benefiting the other Common Secured Parties.
- 18.2 The consent of the Noteholders is not necessary to approve the particular form of any amendment to the Finance Documents. It is sufficient if such consent approves the substance of the amendment.
- 18.3 The Agent shall promptly notify the Noteholders of any amendments or waivers made in accordance with Clause 18.1 setting out the date from which the amendment or waiver will be effective and ensure that any amendments to the Finance Documents are published in the manner stipulated in Clause 15.14. The Issuer shall ensure that any amendments to these Terms and Conditions are duly registered with the CSD and each other relevant organisation or authority.
- 18.4 An amendment to the Finance Documents shall take effect on the date determined by the Noteholders Meeting, in the Written Procedure or by the Agent, as the case may be.

## 19. APPOINTMENT AND REPLACEMENT OF THE AGENT

### 19.1 Appointment of Agent

- 19.1.1 By subscribing for Notes, each initial Noteholder, and, by acquiring Notes, each subsequent Noteholder:
- (a) agrees to and accepts the appointment of the Agent to act as its agent and representative under the Act on Noteholders' Agents in all matters relating to the Notes and the Finance Documents (including, for the avoidance of doubt, the Intercreditor Agreement) and otherwise as provided by the applicable law (including, for the avoidance of doubt, Act on Noteholders' Agent), and authorises the Agent to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Terms and Conditions) in all matters set out in the Act on Noteholders' Agents and particularly in any legal or arbitration proceedings relating to the Notes held by such Noteholder and to exercise such rights, powers, authorities and discretions as are specifically delegated to the Agent by the Act on Noteholders' Agents, these Terms and Conditions and the Intercreditor Agreement together with all such rights, powers, authorities and discretions as are incidental thereto;
  - (b) confirms the appointment under the Intercreditor Agreement of the Common Security Agent to act as its agent in all matters relating to the Common Transaction Security and the Common Security Documents, including any legal or arbitration proceeding relating to the perfection, preservation, protection or enforcement of the Common Transaction Security and acknowledges and agrees that the rights, obligations, role of and limitation of liability for the Common Security Agent is further regulated in the Intercreditor Agreement;

- (c) agrees and accepts that, upon the Common Transaction Security having become enforceable pursuant to the terms of the Intercreditor Agreement and/or the Common Security Documents, it will be considered to have irrevocably transferred to the Common Security Agent all its procedural rights and legal authority to claim and collect any and all receivables under the Notes, to enforce any Common Transaction Security and to receive any funds in respect of the Notes or under the Common Security Documents as a result of which transfer, the Common Security Agent shall be irrevocably entitled to take all such action in its own name but on behalf of and for the benefit of each Noteholder (at the expense of the Noteholders) subject to the provisions of the Intercreditor Agreement; and
- (d) agrees to and accepts that, upon the Agent delivering an acceleration notice in accordance with Clause 12.1, it will be considered to have irrevocably transferred to the Agent all its procedural rights and legal authority to claim and collect any and all receivables under the Notes and to receive any funds in respect of the Notes and as a result of which transfer, the Agent shall be irrevocably entitled to take all such action in its own name but on behalf of and for the benefit of each Noteholder (at the expense of the Noteholders) subject to the provisions of the Intercreditor Agreement.

19.1.2 Each Noteholder shall immediately upon request provide the Agent and the Common Security Agent with any such documents (in form and substance satisfactory to the Agent) that the Agent or the Common Security Agent, as applicable, deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. Neither the Agent or the Common Security Agent is under any obligation to represent a Noteholder which does not comply with such request if due to such failure the Agent or the Common Security Agent is unable to represent such Noteholder.

19.1.3 The Issuer shall promptly upon request provide the Agent with any documents and other assistance (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.

19.1.4 The Agent is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Agency Agreement and the Agent's obligations as Agent under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.

19.1.5 The Agent may act as agent or other representative for several issues of securities issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

## 19.2 **Duties of the Agent**

19.2.1 The Agent shall represent the Noteholders in accordance with the Finance Documents. The Common Security Agent and the Agent (as applicable) shall represent the Noteholders (and the other Common Secured Parties in accordance with the Intercreditor Agreement), by holding the Common Transaction Security pursuant to the Common Security Documents on behalf of the Noteholders and, where relevant, enforcing the Common Transaction Security on behalf of the Noteholders. The Agent is not responsible for the execution or enforceability of the Finance Documents, the perfection of the Common Transaction Security, or the validity, enforceability or the due execution of any of the Finance Documents.

19.2.2 When acting in accordance with the Finance Documents, the Agent is always acting with binding effect on behalf of the Noteholders. The Agent shall carry out its duties under the Finance Documents in a reasonable, proficient and professional manner, with reasonable care and skill.

19.2.3 The Agent's duties under the Finance Documents are solely mechanical and administrative in nature and the Agent only acts in accordance with the Finance Documents and where relevant, upon instructions from the Noteholders, unless otherwise set out in the Finance Documents. In particular, the Agent is not acting as an advisor (whether legal, financial or otherwise) to the Noteholders or any other person and no opinion or advice by the Agent will be binding on the Noteholders.

19.2.4 The Agent shall monitor the compliance by the Issuer with its obligations under the Terms and Conditions on the basis of information made available to it pursuant to the Finance Documents or received from a Noteholder. The Agent is not obligated to assess the Issuer's financial situation other than as expressly set out in these Terms and Conditions.

19.2.5 The Agent is entitled to take any step it in its sole discretion considers necessary or advisable to protect the rights of the Noteholders pursuant to the Finance Documents.



- 19.2.6 The Agent is entitled to delegate its duties to other professional parties, but the Agent shall remain liable for the actions of such parties under the Finance Documents.
- 19.2.7 The Agent shall treat all Noteholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Noteholders and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other Person, other than as explicitly stated in the Finance Documents.
- 19.2.8 The Agent is entitled to engage external experts when carrying out its duties under the Finance Documents. The Issuer shall on demand by the Agent pay all costs reasonably incurred for external experts engaged after the occurrence of an Event of Default, or for the purpose of investigating or considering (i) an event or circumstance which the Agent reasonably believes is or may lead to an Event of Default or (ii) a matter relating to the Issuer or the Common Transaction Security which the Agent reasonably believes may be detrimental to the interests of the Noteholders under the Finance Documents. Any compensation for damages or other recoveries received by the Agent from external experts engaged by it for the purpose of carrying out its duties under the Finance Documents shall be distributed in accordance with Clause 13 (*Distribution of proceeds*).
- 19.2.9 Notwithstanding any other provision of the Finance Documents to the contrary, the Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- 19.2.10 If in the Agent's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Agent) in complying with instructions of the Noteholders, or taking any action at its own initiative, will not be covered by the Issuer, the Agent may refrain from acting in accordance with such instructions, or taking such action, until it has received such funding or indemnities (or adequate Security has been provided therefore) as it may reasonably require.
- 19.2.11 The Agent shall give a notice to the Noteholders (i) before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or (ii) if it refrains from acting for any reason described in Clause 19.2.10.

### 19.3 **Limited liability for the Agent**

- 19.3.1 The Agent will not be liable to the Noteholders for damage or loss caused by any action taken or omitted by it under or in connection with the Finance Documents, unless directly caused by its negligence or wilful misconduct. The Agent shall never be responsible for indirect loss.
- 19.3.2 The Agent shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts engaged by the Agent or if the Agent has acted with reasonable care in a situation when the Agent considers that it is detrimental to the interests of the Noteholders to delay the action in order to first obtain instructions from the Noteholders.
- 19.3.3 The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance Documents to be paid by the Agent to the Noteholders, provided that the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.
- 19.3.4 The Agent shall have no liability to the Noteholders for damage caused by the Agent acting in accordance with instructions of the Noteholders given in accordance with Clause 15 (*Decisions by Noteholders*) or a demand by Noteholders given pursuant to Clause 12.1.
- 19.3.5 Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Noteholders under the Finance Documents.

### 19.4 **Replacement of the Agent**

- 19.4.1 Subject to Clause 19.4.7, the Agent may resign by giving notice to the Issuer and the Noteholders, in which case the Noteholders shall in consultation with the Issuer appoint a successor Agent at a Noteholders' Meeting convened by the retiring Agent or by way of a Written Procedure initiated by the retiring Agent.
- 19.4.2 Subject to Clause 19.4.7, if the Agent is (i) Insolvent, (ii) has been removed from the register of noteholders' agents maintained by the Finnish Financial Supervisory Authority and as referred to in Section 15 of the Act

on Noteholders' Agent, (iii) is no longer independent in respect of the Issuer as referred to in Section 9 of the Act on Noteholders' Agent, or (iv) otherwise unable to continue to act as a Noteholders' Agent for the Noteholders according to the applicable law, the Agent shall be deemed to resign as Agent and the Issuer shall within ten (10) Business Days appoint a successor Agent.

- 19.4.3 Any successor Agent appointed pursuant to this Clause 17.4 must be an independent financial institution or other reputable company which regularly acts as agent under debt issuances and which has the authority to do so pursuant to the Act on Noteholders' Agents.
- 19.4.4 A Noteholder or Noteholders representing at least twenty-five (25) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice may only be validly given by a Person who is a Noteholder at the end of the Business Day on which the notice is received by the Issuer and shall, if given by several Noteholders, be given by them jointly), require that a Noteholders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent. The Issuer may, at a Noteholders' Meeting convened by it or by way of a Written Procedure initiated by it, propose to the Noteholders that the Agent be dismissed and a new Agent appointed.
- 19.4.5 If the Noteholders have not appointed a successor Agent within ninety (90) days after (i) the earlier of the notice of resignation was given or the resignation otherwise took place or (ii) the Agent was dismissed through a decision by the Noteholders, the Issuer shall appoint a successor Agent, which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- 19.4.6 The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.
- 19.4.7 The Agent's resignation or dismissal shall only take effect upon the appointment of a successor Agent and acceptance by such successor Agent of such appointment and the execution of all necessary documentation to effectively substitute the retiring Agent.
- 19.4.8 Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents but shall, in respect of any action which it took or failed to take whilst acting as Agent, (a) remain entitled to the benefit of the Finance Documents and (b) remain liable under the Finance Documents. Its successor, the Issuer and each of the Noteholders shall have the same rights and obligations amongst themselves under the Finance Documents as they would have had if such successor had been the original Agent.
- 19.4.9 In the event that there is a change of the Agent in accordance with this Clause 19.4, the Issuer shall execute such documents and take such actions as the new Agent may reasonably require for the purpose of vesting in such new Agent the rights, powers and obligation of the Agent and releasing the retiring Agent from its further obligations under the Finance Documents and the Agency Agreement. Unless the Issuer and the new Agent agree otherwise, the new Agent shall be entitled to the same fees and the same indemnities as the retiring Agent.

## **20. NO DIRECT ACTIONS BY NOTEHOLDERS**

- 20.1 A Noteholder may not take any steps whatsoever against the Issuer or with respect to the Common Transaction Security to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation (Fin: *yrittysaneeraus*) or bankruptcy (Fin: *konkurssi*) (or its equivalent in any other jurisdiction) of the Issuer or any other Group Company in relation to any of the obligations and liabilities of the Issuer or such other Group Company under the Finance Documents. Such steps may only be taken by the Agent or the Common Security Agent (as applicable in accordance with the provisions of the Intercreditor Agreement).
- 20.2 Subject to the provisions of the Intercreditor Agreement, Clause 20.1 shall not apply if:
- (a) the Agent has been instructed by the Noteholders in accordance with the Finance Documents to take any of the actions referred to in Clause 20.1 but fails for any reason to take, or is unable to take (for any reason other than a failure by a Noteholder to provide documents in accordance with Clause 19.1.2), such actions within a reasonable period of time and such failure or inability is continuing. However, if the failure to take such actions is caused by the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or by any reason described in Clause 19.2.10 such failure must continue for at least forty (40) Business

Days after notice pursuant to Clause 19.2.11 before a Noteholder may take any action referred to in Clause 20.1; and

- (b) the Noteholders have resolved pursuant to these Terms and Conditions that, upon the occurrence of a failure by the Agent referred to in (a) above, a Noteholder shall have the right to take any action referred to in Clause 20.1; or
- (c) the Common Security Agent has been instructed in accordance with the Intercreditor Agreement to take any of the actions referred to in Clause 19.1 in accordance with the Intercreditor Agreement to enforce the Common Transaction Security but is legally unable to take such enforcement actions.

20.3 Subject to the provisions of the Intercreditor Agreement, the provisions of Clause 20.1 shall not in any way limit an individual Noteholder's right to claim and enforce payments which are due to it under Clause 8.4 (*Mandatory repurchase due to a Change of Control Event or Demerger Event (put option)*) or other payments which are due by the Issuer to some but not all Noteholders.

## 21. PRESCRIPTION

21.1 The right to receive payment of the principal of or interest on the Notes shall be prescribed and become void three (3) years from the date on which such payment became due.

21.2 If a limitation period is duly interrupted in accordance with the Finnish Act on Limitations (Fin: *laki velan vanhentumisesta* 728/2003, as amended), a new limitation period of at least three (3) years will commence.

## 22. FURTHER ISSUES

The Issuer may from time to time, without the consent of and notice to the Noteholders, create and issue further Notes having the same Terms and Conditions as the Notes in all respects (or in all respects except for the first payment of interest on them, the issue price and/or the minimum subscription amount thereof) by increasing the maximum principal amount of the Notes or otherwise. For the avoidance of doubt, this Clause 22 shall not limit the Issuer's right to issue any other notes.

## 23. LISTING AND SECONDARY MARKET

23.1 An application will be made to, with the aim of having the Notes listed on the Helsinki Stock Exchange maintained by Nasdaq Helsinki Ltd.

23.2 Offers to purchase and sell Notes may be submitted to the Bookrunners, but the Bookrunners are under no obligation to maintain a secondary market for the Notes.

## 24. PURCHASES

The Issuer may at any time purchase Notes in any manner and at any price it deems appropriate. If the purchases are made by a tender offer, tender offers must be available to all Noteholders alike. The Issuer shall in its sole discretion be entitled to cancel, dispose of or hold the Notes so purchased.

## 25. NOTICES

25.1 Any notice or other communication to be made under or in connection with the Finance Documents:

- (a) if to the Agent, shall be given at the address registered with the Finnish Trade Register or to another separate e-mail address informed by the Agent;
- (b) if to the Common Security Agent, shall be given at the address registered with the Finnish Trade Register or to another separate e-mail address informed by the Common Security Agent;
- (c) if to the Issuer Agent, shall be given at the address registered with the Finnish Trade Register;
- (d) if to the Issuer, shall be given at the address registered with the Finnish Trade Register on the Business Day prior to dispatch and designated "To the attention of CFO"; and

- (e) if to the Noteholders, shall be given (i) by way of a stock exchange release or a press release of the Issuer, as appropriate under applicable law or (ii) in the case of notices referred to in Clause 10.1.4, at their addresses as registered with the CSD, at the Record Time prior to dispatch, and by either courier delivery or letter for all Noteholders. A notice (other than a notice referred to in Clause 10.1.4) to the Noteholders shall also be published on the website of the Issuer, and if so deemed necessary or desirable by the Issuer, to the addresses of the Noteholders as registered with the CSD.

25.2 Any notice delivered by a stock exchange release or a press release shall be deemed to have been received by the Noteholders when so published by the Issuer.

25.3 Any notice or other communication made by one Person to another under or in connection with the Finance Documents shall be in English and sent by way of courier, e-mail, personal delivery or letter or as stipulated in Clause 25.2 and will become effective, in the case of courier or personal delivery, when it has been left at the address specified in Clause 25.1 or, in the case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 25.1 or, in the case of e-mail, when actually received in a readable form.

25.4 Failure to send a notice or other communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders.

## 26. FORCE MAJEURE AND LIMITATION OF LIABILITY

26.1 Neither the Issuer, the Agent nor the Issuer Agent shall be held responsible for any damage arising out of any legal enactment, or any measure taken by a public authority, or war, strike, lockout, boycott, blockade or any other similar circumstance (a “**Force Majeure Event**”). The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Agent or the Issuer Agent itself takes such measures, or is subject to such measures.

26.2 The Issuer Agent shall have no liability to the Noteholders if it has observed reasonable care. The Issuer Agent shall never be responsible for indirect damage with exception of gross negligence and wilful misconduct.

26.3 Should a Force Majeure Event arise which prevents the Issuer, the Agent or the Issuer Agent from taking any action required to comply with these Terms and Conditions, such action may be postponed until the obstacle has been removed.

26.4 The provisions in this Clause 26 apply unless they are inconsistent with the provisions of the Book-Entry System Act which provisions shall take precedence.

## 27. REPLACEMENT OF BASE RATE

### 27.1 General

27.1.1 Any determination or election to be made by an Independent Adviser, the Issuer or the Noteholders in accordance with the provisions of this Clause 27 shall at all times be made by such Independent Adviser, the Issuer or the Noteholders (as applicable) acting in good faith, in a commercially reasonable manner and by reference to relevant market data.

27.1.2 If a Base Rate Event has occurred, this Clause 27 shall take precedent over the fallbacks set out in paragraph (b) to (d) of the definition of EURIBOR.

### 27.2 Definitions

27.2.1 In this Clause 27:

“**Adjustment Spread**” means a spread (which may be positive, negative or zero) or a formula or methodology for calculating a spread, or a combination thereof to be applied to a Successor Base Rate and that is:

- (a) formally recommended by any Relevant Nominating Body in relation to the replacement of the Base Rate; or
- (b) if (a) is not applicable, the adjustment spread that the Independent Adviser determines is reasonable to use in order to eliminate, to the extent possible, any transfer of economic value from one party to

another as a result of a replacement of the Base Rate and is customarily applied in comparable debt capital market transactions.

“**Base Rate Amendments**” has the meaning set forth in Clause 27.3.4.

“**Base Rate Event**” means one or several of the following circumstances:

- (a) the Base Rate (for the relevant Interest Period) has ceased to exist or ceased to be published for at least five (5) consecutive Business Days as a result of the Base Rate (for the relevant Interest Period) ceasing to be calculated or administered;
- (b) a public statement or publication of information by (i) the supervisor of the Base Rate Administrator or (ii) the Base Rate Administrator that the Base Rate Administrator ceases to provide the applicable Base Rate (for the relevant Interest Period) permanently or indefinitely and, at the time of the statement or publication, no successor administrator has been appointed or is expected to be appointed to continue to provide the Base Rate;
- (c) a public statement or publication of information in each case by the supervisor of the Base Rate Administrator that the Base Rate (for the relevant Interest Period) is no longer representative of the underlying market which the Base Rate is intended to represent and the representativeness of the Base Rate will not be restored in the opinion of the supervisor of the Base Rate Administrator;
- (d) a public statement or publication of information in each case by the supervisor of the Base Rate Administrator with the consequence that it is unlawful for the Issuer or the Issuer Agent to calculate any payments due to be made to any Noteholder using the applicable Base Rate (for the relevant Interest Period) or it has otherwise become prohibited to use the applicable Base Rate (for the relevant Interest Period);
- (e) a public statement or publication of information in each case by the bankruptcy trustee of the Base Rate Administrator or by the trustee under the bank recovery and resolution framework, or in respect of EURIBOR, from the equivalent entity with insolvency or resolution powers over the Base Rate Administrator, containing the information referred to in (b) above; or
- (f) a Base Rate Event Announcement has been made and the announced Base Rate Event as set out in (b) to (e) above will occur within six (6) months.

“**Base Rate Event Announcement**” means a public statement or published information as set out in paragraph (b) to (e) of the definition of Base Rate Event that any event or circumstance specified therein will occur.

“**Independent Adviser**” means an independent financial institution or adviser of repute in the debt capital markets where the Base Rate is commonly used.

“**Relevant Nominating Body**” means, subject to applicable law, firstly any relevant supervisory authority, secondly any applicable central bank, or any working group or committee of any of them, or thirdly the Financial Stability Board or any part thereof.

“**Successor Base Rate**” means:

- (a) a screen or benchmark rate, including the methodology for calculating term structure and calculation methods in respect of debt instruments with similar interest rate terms as the Notes, which is formally recommended as a successor to or replacement of the Base Rate by a Relevant Nominating Body; or
- (b) if there is no such rate as described in paragraph (a), such other rate as the Independent Adviser determines is most comparable to the Base Rate.

For the avoidance of doubt, in the event that a Successor Base Rate ceases to exist, this definition shall apply *mutatis mutandis* to such new Successor Base Rate.

## 27.3 **Determination of Base Rate, Adjustment Spread and Base Rate Amendments**

27.3.1 Without prejudice to Clause 27.3.2, upon a Base Rate Event Announcement, the Issuer may, if it is possible to determine a Successor Base Rate at such point of time, at any time before the occurrence of the relevant Base Rate Event at the Issuer’s expense appoint an Independent Adviser to initiate the procedure to determine

a Successor Base Rate, the Adjustment Spread and any Base Rate Amendments for purposes of determining, calculating and finally deciding the applicable Base Rate. For the avoidance of doubt, the Issuer will not be obliged to take any such actions until obliged to do so pursuant to paragraph 27.3.2 below.

27.3.2 If a Base Rate Event has occurred, the Issuer shall use all commercially reasonable endeavours to, as soon as reasonably practicable and at the Issuer's expense, appoint an Independent Adviser to initiate the procedure to determine, as soon as commercially reasonable, a Successor Base Rate, the Adjustment Spread and any Base Rate Amendments for purposes of determining, calculating, and finally deciding the applicable Base Rate.

27.3.3 If the Issuer fails to appoint an Independent Adviser in accordance with Clause 27.3.2, the Noteholders shall, if so decided at a Noteholders' Meeting or by way of Written Procedure, be entitled to appoint an Independent Adviser (at the Issuer's expense) for the purposes set forth in Clause 27.3.2. If an Event of Default has occurred and is continuing, or if the Issuer fails to carry out any other actions set forth in Clause 27.3 to 27.6, the Agent (acting on the instructions of the Noteholders) may to the extent necessary effectuate any Base Rate Amendments without the Issuer's cooperation.

27.3.4 The Independent Adviser shall also initiate the procedure to determine any technical, administrative or operational changes required to ensure the proper operation of a Successor Base Rate or to reflect the adoption of such Successor Base Rate in a manner substantially consistent with market practice ("**Base Rate Amendments**").

27.3.5 Provided that a Successor Base Rate, the applicable Adjustment Spread and any Base Rate Amendments have been finally decided no later than prior to the relevant Quotation Day in relation to the next succeeding Interest Period, they shall become effective with effect from and including the commencement of the next succeeding Interest Period, always subject to any technical limitations of the CSD and any calculations methods applicable to such Successor Base Rate.

#### 27.4 **Interim measures**

27.4.1 If a Base Rate Event set out in any of the paragraphs (a) to (e) of the Base Rate Event definition has occurred but no Successor Base Rate and Adjustment Spread have been finally decided prior to the relevant Quotation Day in relation to the next succeeding Interest Period or if such Successor Base Rate and Adjustment Spread have been finally decided but due to technical limitations of the CSD, cannot be applied in relation to the relevant Quotation Day, the Interest Rate applicable to the next succeeding Interest Period shall be:

- (a) if the previous Base Rate is available, determined pursuant to the terms that would apply to the determination of the Base Rate as if no Base Rate Event had occurred; or
- (b) if the previous Base Rate is no longer available or cannot be used in accordance with applicable law or regulation, equal to the Interest Rate determined for the immediately preceding Interest Period.

27.4.2 For the avoidance of doubt, Clause 27.4.1 shall apply only to the relevant next succeeding Interest Period and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustments as provided in, this Clause 27. This will however not limit the application of Clause 27.4.1 for any subsequent Interest Periods, should all relevant actions provided in this Clause 27 have been taken, but without success.

#### 27.5 **Notices etc.**

Prior to the Successor Base Rate, the applicable Adjustment Spread and any Base Rate Amendments become effective the Issuer shall promptly, following the final decision by the Independent Adviser of any Successor Base Rate, Adjustment Spread and any Base Rate Amendments, give notice thereof to the Agent, the Issuer Agent and the Noteholders in accordance with Clause 25 (*Notices*) and the CSD. The notice shall also include information about the effective date of the amendments. If the Notes are admitted to trading on a stock exchange, the Issuer shall also give notice of the amendments to the relevant stock exchange.

#### 27.6 **Variation upon replacement of Base Rate**

27.6.1 No later than giving the Agent notice pursuant to Clause 27.5, the Issuer shall deliver to the Agent a certificate signed by the Independent Adviser and a duly authorised signatory of the Issuer (subject to Clause 27.3.3) confirming the relevant Successor Base Rate, the Adjustment Spread and any Base Rate Amendments, in each case as determined and decided in accordance with the provisions of this Clause 27. The Successor Base Rate the Adjustment Spread and any Base Rate Amendments (as applicable) specified in such certificate will, in

the absence of manifest error or bad faith in any decision, be binding on the Issuer, the Agent, the Issuer Agent and the Noteholders.

27.6.2 Subject to receipt by the Agent of the certificate referred to in Clause 27.6.1, the Issuer and the Agent shall, at the request and expense of the Issuer, without the requirement for any consent or approval of the Noteholders, without undue delay effect such amendments to the Finance Documents as may be required by the Issuer in order to give effect to this Clause 27.

27.6.3 The Agent and the Issuer Agent shall always be entitled to consult with external experts prior to amendments are effected pursuant to this Clause 27. Neither the Agent nor the Issuer Agent shall be obliged to concur if in the reasonable opinion of the Agent or the Issuer Agent (as applicable), doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Agent or the Issuer Agent in the Finance Documents.

#### 27.7 **Limitation of liability for the Independent Adviser**

Any Independent Adviser appointed pursuant to Clause 27.3 shall not be liable whatsoever for damage or loss caused by any determination, action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Independent Adviser shall never be responsible for indirect or consequential loss.

### **28. GOVERNING LAW AND JURISDICTION**

28.1 These Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Finland.

28.2 The Issuer submits to the non-exclusive jurisdiction of the Finnish courts with the District Court of Helsinki (Fin: *Helsingin käräjäoikeus*) as the court of first instance.

28.3 Clause 28.1 and 28.2 above shall not limit the right of the Agent (or the Noteholders, as applicable) to take proceedings against the Issuer or any Security Provider in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

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**APPENDIX 1 (Form of Compliance Certificate)**

COMPLIANCE CERTIFICATE

To: [●] as Agent

From: YIT CORPORATION as Issuer

In [●], on the [●] day of [●] 20[●]

Dear Madams/Sirs,

**We refer to the senior secured green floating rate notes issued by us on 18 June 2024 with an aggregate nominal amount of EUR 100,000,000 (the “Notes”).**

1. We refer to the Terms and Conditions of the Notes. This is a Compliance Certificate. Terms defined in the Term and Conditions of the Notes have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

[2. We confirm that no Event of Default is continuing.]<sup>1</sup>

3. We confirm that the Equity Ratio is [●].

4. [We confirm that in respect of relevant the Relevant Period, the Interest Cover Ratio is [●]].

5. This Compliance Certificate is governed by Finnish law.

YIT CORPORATION  
as Issuer

\_\_\_\_\_  
Name:

\_\_\_\_\_  
<sup>1</sup> If this statement cannot be made, the certificate should identify any Event of Default that is continuing and the steps, if any, being taken to remedy it.



## OVERVIEW OF THE ISSUE OF THE NOTES

Issuer	YIT Corporation, a public limited liability company incorporated in Finland.
Issuer's LEI code	529900M13GM4VSTE6W80.
Risk Factors	Investing in the Notes involves risks. The principal risk factors relating to the Issuer and the Notes are discussed in the section "Risk Factors" of this Listing Prospectus.
Joint Bookrunners	Danske Bank A/S, Nordea Bank Abp, OP Corporate Bank plc, Skandinaviska Enskilda Banken AB (publ) and Swedbank AB (publ).
Issuer Agent	OP Custody Ltd
Agent	Intertrust (Finland) Oy
Security Agent	Nordic Trustee Oy
Decisions and authorisations	Authorisation of the Board of Directors of the Issuer dated 29 April 2024.
Type of issue	Individual issue of the Notes offered to eligible counterparties, professional clients and retail clients, each as defined in MiFID II (as further described in this Listing Prospectus). The aggregate principal amount of the Notes (EUR 100 million) was issued on 18 June 2024.
Interest of the Joint Bookrunners	<p>Business interest customary in the financial markets. The Joint Bookrunners will be paid a fee by the Issuer in respect of the offering and issue of the Notes. Existing financial indebtedness to be refinanced with the proceeds from the issue of Notes may include financial indebtedness provided by the Joint Bookrunners and/or other entities within the same group and/or their affiliates. The Joint Bookrunners are parties to the Intercreditor Agreement as initial term facility lenders and/or initial RCF lenders and the Global Coordinators act as solicitation agents for the consent solicitation process related to the 2026 Notes. In addition, Danske Bank acted as the sole green structuring advisor in conjunction with the Issuer's Green Finance Framework dated April 2024.</p> <p>In addition, the Joint Bookrunners and other entities within the same group and/or their affiliates have provided, and may provide in the future, the Issuer with investment, insurance, banking and/or other services in the ordinary course of business for which they may have received and may continue to receive customary fees and commissions. The Joint Bookrunners and other entities within the same group and/or their affiliates have also acted in the ordinary course of business as arrangers or lenders under certain loan agreements of the Issuer and its affiliates, and in various roles in share and unsecured notes issues for which it has received, and may continue to receive, customary interest, fees and commissions.</p>
Ranking of the Notes	<p>The Notes constitute direct, unconditional, unsubordinated and secured obligations of the Issuer and shall at all times rank <i>pari passu</i> and without any preference among them and at least <i>pari passu</i> with all direct, unconditional, unsubordinated and unsecured obligations of the Issuer, except those obligations which are mandatorily preferred by law, and without preference among them.</p> <p>Pursuant to the Intercreditor Agreement, the Notes are secured with first priority security interest in all the Common Transaction Security and the proceeds of any sale of such assets on enforcement will be applied to repay the claims of the creditors under the 2026 Notes, the EUR 300,000,000 revolving credit facility agreement, the EUR 140,000,000 single currency term facility agreement, the Notes and any additional creditors which have</p>

acceded to the Intercreditor Agreement *pari passu* and *pro rata* in accordance with the waterfall provisions of the Intercreditor Agreement.

Form of the Notes	Dematerialised securities issued in book-entry form in the CSD system maintained by Euroclear Finland Oy, Urho Kekkosen katu 5C, FI-00100 Helsinki, Finland.
Listing	Application will be made to have the Notes listed on the official list of Nasdaq Helsinki.
Depository and settlement system	Euroclear Finland Oy, Urho Kekkosen katu 5C, FI-00100 Helsinki, Finland, CSD system of Euroclear Finland Oy.
ISIN Code of the Notes	FI4000571278
Issue Price and Effective yield of the Notes	At the issue price of 100 per cent, the effective yield of the Notes is 11.215 per cent per annum for the first interest period.
Minimum subscription amount	EUR 100,000.
Denomination of a book-entry unit	EUR 1,000.
Issue Date	18 June 2024.
Final Maturity Date	18 June 2027.
Redemption	At par, bullet, maturity.

Early redemption (*Issuer call option*): The Issuer may, if it gives not less than fifteen (15) Business Days' and not more than thirty (30) Business Days' notice to the Noteholders and the Agent redeem all, but not only some, of the outstanding Notes in full, (a) at any time from and including the Issue Date to, but excluding, the first Business Day falling eighteen (18) months after the Issue Date (the "**First Call Date**"), at an amount per Note equal to the present value of the amount per Note (for the avoidance of doubt, together with accrued but unpaid Interest) calculated by using a discount rate of 3.00 per cent per annum and where the Interest Rate applied for the remaining Interest payments until the First Call Date shall be the applicable Interest Rate on the date on which notice of the exercise of the call option is given to the Noteholders plus the amount of all remaining scheduled Interest payments to but excluding the First Call Date, (b) at any time from and including the First Call Date to, but excluding, the first Business Day falling twenty-four (24) months after the Issue Date, at an amount per Note equal to 103.75 per cent of the Nominal Amount, together with accrued but unpaid Interest on the redeemed Notes, (c) at any time from and including the first Business Day falling twenty-four (24) months after the Issue Date to, but excluding, the first Business Day falling thirty (30) months after the Issue Date, at an amount per Note equal to 103 per cent of the Nominal Amount, together with accrued but unpaid Interest on the redeemed Notes, (d) at any time from and including the first Business Day falling thirty (30) months after the Issue Date to, but excluding, the first Business Day falling thirty-three (33) months after the Issue Date, at an amount per Note equal to 102.25 per cent of the Nominal Amount, together with accrued but unpaid Interest on the redeemed Notes, and (e) at any time from and including the first Business Day falling thirty-three (33) months after the Issue Date to, but excluding, the Final Maturity Date, at an amount per Note equal to 101.50 per cent of the Nominal Amount, together with accrued but unpaid Interest on the redeemed Notes.

Early redemption (*Issuer clean-up call option*): If at any time the aggregate outstanding Nominal Amount of the Notes is twenty-five (25) per cent or less of the aggregate Nominal Amount of the Notes issued, the Issuer may, at its option, at any time, by giving not less than fifteen (15) nor more than forty-five (45) days' notice to the Agent and the Noteholders (which notice shall be irrevocable and shall specify the Redemption Date), elect to redeem all of the outstanding Notes in whole, but not in part at a price per Note equal to 100

per cent of the Nominal Amount together with accrued but unpaid Interest to but excluding to the Redemption Date.

#### Interest on the Notes

The Notes bear floating interest rate of EURIBOR 3 months plus a margin of 7.50 per cent per annum, payable quarterly in arrears commencing on 18 September 2024 and thereafter on 18 December, 18 March, 18 June and 18 September each year (each an “**Interest Payment Date**”) until 18 June 2027.

Interest shall accrue for each interest period from (and including) the first day of the interest period to the last day of the interest period on the principal amount of the Notes outstanding from time to time. The first interest period commences on the Issue Date and ends on the day before the first Interest Payment Date. Each consecutive interest period begins on the previous Interest Payment Date and ends on the day before the following Interest Payment Date. The last interest period ends on the date when the Notes have been repaid in full.

Interest in respect of the Notes will be calculated on the basis of the number of days elapsed in the relevant Interest Period in respect of which payment is being made divided by 360 (actual / 360).

The Benchmarks Regulation (Regulation (EU) 2016/1011) (the “Benchmarks Regulation”) applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU, including certain authorisation and registration requirements for the benchmark administrators. EURIBOR constitutes a benchmark according to the Benchmarks Regulation. As at the date of this Listing Prospectus, the administrator of EURIBOR, the European Money Markets Institute, appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmarks Regulation.

#### Covenants, mandatory repurchase and Events of Default

Change of control, demerger, negative pledge, disposals, equity ratio (maintenance covenant), interest cover ratio (incurrence test), restrictions on additional financial indebtedness, restrictions on distribution of dividends, undertakings towards the Agent, non-payment, non-compliance with the Finance Documents, impossibility or illegality, insolvency, cross-default and cessation of business and financial statements.

#### Applicable law

Finnish law.

#### Description of restrictions on free transferability of the Notes

Each Note will be freely transferable after it has been registered into the respective book-entry account.

#### Net proceeds

The aggregate net proceeds to the Issuer from the Offering, after deduction of the fees and expenses payable by the Issuer (including the fees and expenses relating to the consent solicitation process related to the 2026 Notes required for the issuance of the Notes), will be approximately EUR 97,4 million.

#### Expenses

The Issuer’s estimated expenses relating to the issue of the Notes (including the expenses relating to the consent solicitation process related to the 2026 Notes required for the issuance of the Notes) are approximately EUR 2,6 million.

#### Taxation

The following summary is based on the current tax laws of Finland and taxation practice and is intended to provide general information only. Any changes in tax laws and their interpretation as well as taxation practice may also have a retroactive effect on taxation. The following summary is not exhaustive and does not address all potential aspects of Finnish taxation that may be relevant for a potential investor. The summary only concerns Noteholders who are beneficial owners of the income. The summary does not address any tax consequences applicable to investors who are subject to special tax rules such as, among others, entities exempt from income tax, non-business-carrying entities, individuals taxable under the Finnish Business

Income Tax Act (in Finnish: *laki elinkeinotulon verottamisesta*) (360/1968), as amended) and general or limited partnerships.

If the recipient of interest paid on the Notes is an individual (natural person) residing in Finland for tax purposes or an undistributed estate of a deceased Finnish resident individual, such interest is subject to a tax prepayment in accordance with the Finnish Prepayment Act (in Finnish: *ennakkoperintälaki*) (1118/1996, as amended) and final taxation as capital income in accordance with the Finnish Income Tax Act (in Finnish: *tuloverolaki*) (1535/1992, as amended). The current tax prepayment rate and capital income tax rate is 30 per cent. Should the amount of capital income received by a resident natural person exceed EUR 30,000 in a calendar year, the capital income tax rate is 34 per cent on the amount that exceeds the EUR 30,000 threshold. The Finnish Act on Source Tax on Interest Income (in Finnish: *laki korkotulon lähdeverosta*) (1341/1990, as amended) is not applicable to the Notes.

If the recipient of the interest paid on the Notes is a corporation further defined in the Finnish Income Tax Act residing in Finland for tax purposes, such interest is subject to final taxation of the recipient corporation generally in accordance with the Finnish Business Income Tax Act. The current corporate income tax rate is 20 per cent.

Payment of interest to a Noteholder, who is neither a resident in Finland for tax purposes nor engaged in trade or business in Finland through a permanent establishment for income tax purposes or otherwise, excluding foreign tax transparent entities whose interest holders are not exclusively persons with limited tax liability in Finland, is not subject to Finnish withholding tax. Such Noteholder is obliged to disclose their non-resident investor status to the payer. If such Noteholder fails to provide such information, the payment of interest to such Noteholder may, however, be subject to a Finnish withholding tax.

Potential investors should be aware that the tax legislation of a potential investor's member state and of the Issuer's country of incorporation may have an impact on the income received from the Notes. The Noteholders are advised to consult their own tax advisers concerning the overall tax consequences of their ownership of the Notes.

Reasons for the issue and use of proceeds The proceeds from the issue of the Notes, less the costs and expenses incurred by the Issuer in connection with the issue of the Notes, are intended to be used for financing or refinancing eligible green projects or assets or otherwise in accordance with YIT's Green Finance Framework dated April 2024. The Issuer will use the proceeds from the issue of the Notes for partial repayment of its EUR 140,000,000 single currency term facility with an amount of EUR 40,000,000 and for partial prepayment and cancellation of its EUR 300,000,000 revolving credit facility with an amount of EUR 50,000,000. The remaining amount of the proceeds will be allocated to cash and transaction expenses.

Date of entry of the Notes to the book-entry system Notes subscribed and paid for have been entered by OP Custody Ltd as Issuer Agent to the respective book-entry accounts of the subscribers on 18 June 2024 in accordance with the Finnish legislation governing the book-entry system and clearing accounts as well as regulations and decisions of Euroclear Finland Oy.

## **ADDITIONAL INFORMATION ON THE COMMON TRANSACTION SECURITY AND INTERCREDITOR AGREEMENT**

*The following description is partly based on and must be read in conjunction with the Terms and Conditions of the Notes. To the extent there is any discrepancy between the Terms and Conditions of the Notes or the Intercreditor Agreement and the following description, the Terms and Conditions of the Notes and the Intercreditor Agreement will prevail. Capitalized terms used have the same meaning as defined in the Terms and Conditions of the Notes.*

### **Additional Information on the Common Transaction Security**

#### ***Common Transaction Security***

The Common Transaction Security consists on the date of this Prospectus of the following assets of the following Security Providers:

- The Issuer:
  - shares in YIT Housing Oy, YIT Business Premises Oy and YIT Infra Oy; and
  - receivables under intra-group loan agreements granted by the Issuer to YIT Housing Oy, YIT Business Premises Oy, YIT Infra Oy, Tripla Mall Ky, Tripla Mall GP Oy, GP Oslo 1 Bottom Oy, GP Tukholma 1 Bottom Oy, AS YIT Eesti, YIT Latvija SIA, UAB YIT Lietuva and to certain housing and/or real estate companies,
- YIT Housing Oy:
  - the partnership interest in Tripla Mall Ky and any distributions related thereto and shares in Tripla Mall GP Oy, AS YIT Eesti, YIT Latvija SIA, UAB YIT Lietuva and in certain housing and/or real estate companies;
  - receivables under any intra-group loan agreements granted by YIT Housing Oy to Tripla Mall Ky, Tripla Mall GP Oy, GP Oslo 1 Bottom Oy, GP Tukholma 1 Bottom Oy, AS YIT Eesti, YIT Latvija SIA, UAB YIT Lietuva and to certain housing and/or real estate companies;
  - a blocked bank account; and
  - real estate mortgages over certain real estate properties,
- YIT Business Premises Oy:
  - shares in GP Oslo 1 Bottom Oy, GP Tukholma 1 Bottom Oy and in certain housing and/or real estate companies; and
  - receivables under any intra-group loan agreements granted by YIT Business Premises Oy to GP Oslo 1 Bottom Oy, GP Tukholma 1 Bottom Oy and to certain housing and/or real estate companies,
- GP Oslo 1 Bottom Oy:
  - shares in certain housing and/or real estate companies; and
  - receivables under any intra-group loan agreements granted by GP Oslo 1 Bottom Oy to certain housing and/or real estate companies,
- GP Tukholma 1 Bottom Oy:
  - shares in a certain real estate company; and
  - receivables under any intra-group loan agreements granted by GP Tukholma 1 Bottom Oy to certain housing and/or real estate companies.

## Security valuation

The following table sets forth an overview the security:

Overview of security pool	
Security over shares in & loan receivables from main businesses <sup>1</sup>	EURm
YIT Housing Oy, YIT Business Premises Oy & YIT Infra Oy	1,143
Other security related to financial liabilities	EURm (Q1 2024)
Plots and real estate properties in inventories	162
Equity investments	182
Subsidiary shares (in Baltic countries) <sup>2</sup>	114
Subsidiary loan receivables <sup>2</sup>	32

<sup>1</sup> YIT Housing Oy, YIT Business Premises Oy & YIT Infra Oy were added to the security pool after Q1 2024.

<sup>2</sup> Book value in the separate financial statements of the owning group company.

## Providers of the Common Transaction Security

A description of the Issuer is presented under “*Description of YIT*”. As at the date of this Prospectus, in addition to the Issuer, the other Common Transaction Security providers consist of YIT Housing Oy, YIT Business Premises Oy, GP Oslo 1 Bottom Oy and GP Tukholma 1 Bottom Oy.

YIT Housing Oy is a limited liability company established in 1999 under Finnish law with its domicile in Helsinki, Finland with a business identity code 1565583-5. YIT Housing Oy is a wholly-owned subsidiary of the Issuer. Pursuant to its articles of association, YIT Housing Oy’s objects are to engage in production in the construction industry, manufacture and leasing of and trade with building materials and components as well as operation, maintenance and upkeep activities related to the foregoing in Finland and abroad. In addition to the foregoing activities, YIT Housing Oy shall also buy and sell real estate property and shares in real estate and housing companies as well as lease and maintain apartments and properties complete with buildings and facilities. YIT Housing Company Oy operates real estate and rental agency business. YIT Housing Oy may also trade in securities and engage in other activities related to the foregoing activities. YIT Housing Oy operates also professional motor vehicle traffic.

As at the date of this Prospectus, the Board of Directors of YIT Housing Oy consists of the following persons: Antti Inkilä, Juha Jauhiainen and Aaron Leinonen and the auditor is Ernst & Young Oy with Mikko Ryttilähti as the principal auditor. As at the date of this Prospectus, the paid-in share capital of YIT Housing Oy is EUR 50,000,000 and it comprises 5,000,000 shares.

YIT Business Premises Oy is a limited liability company established by way of a partial demerger of YIT Housing Oy in 2024 under Finnish law with its domicile in Helsinki, Finland with a business identity code 3370377-3. YIT Business Premises Oy is a wholly-owned subsidiary of the Issuer. Pursuant to its articles of association, YIT Business Premises Oy’s objects are to construct business premises and residential projects on contracting basis as well as to carry out self-developed business premises projects. In addition to the foregoing activities, YIT Business Premises Oy shall also buy and sell real estate property and shares in real estate and housing companies as well as lease and maintain apartments and properties complete with buildings and facilities. YIT Business Premises Oy may operate real estate and rental agency business as well as own and possess real estates, shares, interests and other securities, trade in securities and engage in other investment activities as well as other activities related to the foregoing activities.

As at the date of this Prospectus, the Board of Directors of YIT Business Premises Oy consists of the following persons: Peter Forssell, Juha Jauhiainen and Matti Tiainen and the auditor is Ernst & Young Oy with Mikko Ryttilähti as the principal auditor. As at the date of this Prospectus, the paid-in share capital of YIT Business Premises Oy is EUR 0.00 and it comprises 100 shares.

GP Oslo 1 Bottom Oy is a limited liability company established in 2020 under Finnish law with its domicile in Helsinki, Finland with a business identity code 3127298-1. GP Oslo 1 Bottom Oy is a wholly-owned subsidiary of YIT Business Premises Oy i.e., an indirect subsidiary of the Issuer. Pursuant to its articles of association, GP Oslo 1 Bottom Oy’s object is to own shares in a real estate company. In addition, GP Oslo 1 Bottom Oy may carry out asset management activities as well as acquire, own, possess and trade in real estate and securities as well as in other financial instruments.

As at the date of this Prospectus, the Board of Directors of GP Oslo 1 Bottom Oy consists of the following persons: Hedi Grass, Benjamin Kalliola, Erja Lunden and Riitta Remander-Hämäläinen and the auditor is BDO Oy with Pertti Hiltunen

as the principal auditor. As at the date of this Prospectus, the paid-in share capital of GP Oslo 1 Bottom Oy is EUR 2,500 and it comprises 100 shares.

GP Tukholma 1 Bottom Oy is a limited liability company established in 2020 under Finnish law with its domicile in Helsinki, Finland with a business identity code 3127297-3. GP Tukholma 1 Bottom Oy is a wholly-owned subsidiary of YIT Business Premises Oy i.e., an indirect subsidiary of the Issuer. Pursuant to its articles of association, GP Tukholma 1 Bottom Oy's object is to own shares in a real estate company. In addition, GP Tukholma 1 Bottom Oy may carry out asset management activities as well as acquire, own, possess and trade in real estate and securities as well as in other financial instruments.

As at the date of this Prospectus, the Board of Directors of GP Tukholma 1 Bottom Oy consists of the following persons: Hedi Grass, Benjamin Kalliola, Erja Lunden and Riitta Remander-Hämäläinen and the auditor is BDO Oy with Pertti Hiltunen as the principal auditor. As at the date of this Prospectus, the paid-in share capital of GP Tukholma 1 Bottom Oy is EUR 2,500 and it comprises 100 shares.

### ***Replacement and release of the Common Transaction Security***

Pursuant to the Intercreditor Agreement, the Common Transaction Security shall be divided into the Dynamic Security Assets and the Fixed Security Assets. The Dynamic Security Assets consist of the shares in the housing and/or real estate companies (including any receivables under any intra-group loans from time to time granted by the Security Providers to the relevant housing and/or real estate companies) and the relevant real estate properties owned by the Security Providers. The rest of the Common Transaction Security assets are Fixed Security Assets.

According to the Intercreditor Agreement, the Issuer may request the replacement of a Dynamic Security Asset with one or more new Dynamic Security Assets or by cash deposit to a blocked bank account held as Common Transaction Security. Such replacing Dynamic Security Asset must hold an asset value equal to or higher than the Dynamic Security Asset it purports to replace. The Common Security Agent shall have the right to accept any replacing Dynamic Security Assets and release the requested Dynamic Security Assets (i) until the Credit Facility Liabilities have been fully and finally discharged (the "**Credit Discharge Date**"), where the asset value of the released Dynamic Security Assets is no more than EUR 1,000,000 (or a higher value for which the Credit Facility Lenders have given their consent from time to time) and (ii) after the Credit Discharge Date, where the asset value of the released Dynamic Security Assets is no more than EUR 10,000,000 (or a higher value for which the requisite majority of noteholders of the Notes, the 2026 Notes or any New Notes (as applicable) determined in accordance with the applicable terms and conditions have given their consent from time to time). Where such value is exceeded, the release shall only be made (i) until the Credit Discharge Date, with the consent of the Credit Facility Lenders (as defined below) and (ii) after the Credit Discharge Date, with the consent of the requisite majority of noteholders of the Notes, the 2026 Notes or any New Notes (as applicable) determined in accordance with the applicable terms and conditions have given their consent from time to time) as further specified in the Intercreditor Agreement. The replacement of any Fixed Security Assets shall only be made with the consent of the Common Security Agent (acting on the instructions of each of the Creditor Representatives (as defined in the Intercreditor Agreement)).

If the aggregate amount of the Common Secured Obligations has decreased as a result of repayments or prepayments made with funds other than those received (i) from disposals of the Common Transaction Security, or (ii) from refinancing, replacement or other accrual of the Common Secured Obligations with any new financing thereafter constituting Common Secured Obligations, the Issuer has the right to request release of the Dynamic Common Security Assets on a EUR-for-EUR basis (with the value of each individual Dynamic Security Asset being based on an initial security value or a higher or lower value included in any valuation provided to the Common Secured Parties or a group of Common Secured Parties under the Common Security Documents). The value of Dynamic Security Assets available for release shall be made by comparison to an amount of Common Secured Obligations equal to EUR 550 million. Such releases shall require the prior written consent of the Common Security Agent (until the Credit Facility Discharge Date, acting on the instructions of the Credit Facility Lenders (as defined below) or after the Credit Facility Discharge Date, acting on the instructions of the noteholders of the Notes, the 2026 Notes or any New Notes (as applicable)).

In addition to the EUR-for-EUR releases described above, subject to the prior written consent of the Common Security Agent (acting on the instructions of the Credit Facility Lenders (as defined below)), the Issuer has the right to request the release of a Dynamic Security Asset for project development purposes in an aggregate value not exceeding EUR 15,000,000 in any 12-month period after the Issue Date. Any unused amount under the annual basket shall be carried forward and added to the amount available for release in the following 12-month period.

Pursuant to the Intercreditor Agreement, a Dynamic Security Asset or a group of Dynamic Security Assets may also be released for the purposes of the disposal of such Dynamic Security Asset on arms' length terms to a third party at the discretion of the Common Security Agent (acting on the instructions of the Credit Facility Lenders), provided that:

- (i) in case any credit facility under the Credit Facility Agreements (each a “**Credit Facility**” and together the “**Credit Facilities**”) other than the Credit Facility under the Initial Revolving Facility Agreement (or a revolving credit facility used for refinancing or replacement of the Credit Facility under the Initial Revolving Facility Agreement) remains outstanding, any proceeds from such disposal are used for the repayment or prepayment of the Credit Facilities within three (3) months of the disposal (the “**Initial Prepayment**”); and
- (ii) in case all Credit Facilities other than the Credit Facility under the Initial Revolving Facility Agreement (or a revolving credit facility used for refinancing or replacement of the Credit Facility under the Initial Revolving Facility Agreement) have been repaid or prepaid in full (in connection with the Initial Prepayment pursuant to paragraph (i) above or otherwise):
  - a. if the aggregate net proceeds of the disposal(s) (after the Initial Prepayment, to the extent applicable) are no less than EUR 20,000,000, such proceeds shall be used towards making a tender offer for the repurchase of Secured Notes at nominal value (as described in further detail in the terms and conditions of the Secured Notes); and
  - b. if the aggregate net proceeds of the disposal(s) (after the Initial Prepayment, to the extent applicable) are less than EUR 20,000,000, such proceeds shall be reinvested into the business of the Group within the 12-month period following the disposal(s).

Non-distressed disposals of the Fixed Security Assets shall require the prior written consent of the Common Security Agent (acting on the instructions of the Credit Facility Lenders). No less than 85% (with any excess amount being at the discretion of the Issuer) of disposal proceeds received from a non-distressed disposal of a Fixed Security Asset shall be applied towards repayment or mandatory prepayment of Common Secured Obligations as follows:

- (i) first, towards repayment or prepayment of Credit Facility Liabilities; and
- (ii) thereafter, if the excess after the prepayment of Credit Facility Liabilities exceeds EUR 5,000,000, towards making a tender offer for the repurchase of the Secured Notes at nominal value (as described in further detail in the finance documents of the Secured Notes).

Any non-distressed disposals governed herein are only permitted to the extent that no event of default is outstanding under any Common Secured Finance Document and will not occur as a result of such non-distressed disposal.

Further, the release of shares in a housing or real estate company, GP Tukholma 1 Bottom Oy or GP Oslo 1 Bottom Oy upon a contemplated merger of such company may be requested provided that, in case of a housing or real estate company prior to such merger and no later than in connection with the release the underlying real property is pledged as replacing Common Transaction Security for the released housing or real estate company shares in accordance with the provisions of the Common Security Documents, and in case of GP Tukholma 1 Bottom Oy or GP Oslo 1 Bottom Oy the shares in any housing company owned by such merging company shall remain subject to Common Transaction Security. Such release shall be made at the sole discretion of the Common Security Agent.

#### **Additional information on the Intercreditor Agreement**

In connection with the issue of the Notes, the Issuer has entered into the Intercreditor Agreement, which regulates the relationship between the following parties:

- the Issuer and group companies of the Issuer having provided Common Transaction Security;
- Nordic Trustee Oy as Common Security Agent (on behalf of the Common Secured Parties);
- Nordic Trustee & Agency AB (publ) as security sub-agent (acting under instructions from the Common Security Agent) (the “**Security Sub-Agent**”);
- Intertrust (Finland) Oy as the Noteholders’ Agent (on behalf of the Noteholders) and noteholders’ agent under the 2026 Notes (on behalf of the 2026 Notes noteholders) (the “**2026 Notes Noteholders’ Agent**”);
- the lenders under a EUR 300,000,000 revolving credit facility agreement (the “**Initial Revolving Facility Agreement**”) entered among others, the lenders and the Issuer originally dated 22 June 2021 and as amended and restated from time to time (the “**Initial Revolving Facility Lenders**”);
- the agent for the Initial Revolving Facility Lenders (the “**Initial Revolving Facility Agent**”);
- the lenders under a EUR 140,000,000 single currency term facility agreement (the “**Initial Term Facility Agreement**”) entered among others, the lenders and the Issuer originally dated 21 November 2023 and as may be amended and restated from time to time (the “**Initial Term Facility Lenders**”);
- the agent for the Initial Term Facility Lenders (the “**Initial Term Facility Agent**”); and
- the Issuer Agent (the “**Issuer Agent**”).

Furthermore, the following parties may (to the extent permitted in the Common Secured Finance Documents) in the future accede to the Intercreditor Agreement in accordance therewith:



- the credit facility agent under any future credit facilities agreements (the “**New Credit Agreements**”) (the “**New Debt Agent**”);
- the lenders under any future credit facilities agreements (the “**New Debt Lenders**”); and
- any noteholders’ agents under any future notes (the “**New Notes**”) (the “**New Notes Noteholders’ Agent**”).

The Notes, the 2026 Notes and the New Notes together the “**Secured Notes**”, the Noteholders’ Agent, 2026 Notes Noteholders’ Agent and the New Notes Noteholders’ Agent together the “**Noteholders’ Agents**”, the Initial Revolving Facility Lenders, the Initial Revolving Facility Lenders and the New Debt Lenders together the “**Credit Facility Creditors**”, the Initial Revolving Facility Agreement, the Initial Term Facility Agreement and the New Credit Agreements together the “**Credit Facility Agreements**”, the Initial Revolving Facility Agent, the Initial Term Facility Agent and the New Debt Agent together the “**Credit Facility Agents**”.

### ***Ranking and priority***

Pursuant to the terms of the Intercreditor Agreement, the Common Transaction Security shall secure all Common Secured Obligations with first priority, pari passu and without any preference between them, except for certain liabilities that have priority to the enforcement proceeds from the Common Transaction Security.

Pursuant to the Intercreditor Agreement, the enforcement proceeds from the Common Transaction Security are subject to the waterfall set out in the Intercreditor Agreement providing for a priority before the Notes (or other Common Secured Obligations) for liabilities owed to the Common Security Agent (or any delegate) and, on a pro rata and pari passu basis, to the Credit Facility Agents, the Noteholders’ Agents and the Issuer Agent towards payment of unpaid fees, costs, expenses, liabilities and indemnities payable by the Issuer. The before mentioned priority of payments applies also to all payments under the Common Secured Obligations out of the Common Transaction Security in other distressed situations, including in any insolvency of the Issuer. The ranking and priority apply to the Common Transaction Security and in particular to the distribution of the realisation proceeds obtained from the enforcement of the same. In all other aspects the Common Secured Obligations rank pari passu among themselves.

### ***Additional secured indebtedness***

Pursuant to the Intercreditor Agreement, the Issuer may obtain additional secured indebtedness, by entering into any other secured credit facility than the Initial Revolving Facility Agreement, the Initial Term Facility Agreement or any other secured notes than the Notes or 2026 Notes, that will rank pari passu with the Initial Revolving Facility Agreement, the Initial Term Facility Agreement, the Notes and 2026 Notes, provided that the requirements under the Terms and Conditions of the Notes and other Common Secured Finance Documents regulating incurrence of the additional financial indebtedness are fulfilled and that any agent of the lenders, lenders in respect of such credit facility and the noteholders’ agent in respect of such notes, as applicable, becomes a party to the Intercreditor Agreement.

### ***Order of application***

Amounts received or recovered by the Common Security Agent following an insolvency event, an acceleration event and/or as a result of the realisation or enforcement of the Common Transaction Security will be applied in the following order:

- (i) first, to the Common Security Agent (or any delegate) in or towards payment of unpaid fees, costs, expenses, liabilities and indemnities payable by the Issuer to the Common Security Agent) under or in relation to any Common Secured Finance Document;
- (ii) secondly, on a pro rata and pari passu basis, to the Credit Facility Agents, the Noteholders’ Agents and the Issuer Agent in or towards payment of unpaid fees, costs, expenses and indemnities payable by the Issuer to such agents;
- (iii) thirdly, on a pro rata and pari passu basis, to
  - a. the Credit Facility Agents, in or towards payment of any liabilities due, owing or incurred from time to time by the Issuer to the Credit Facility Lenders under or in connection with the Credit Facility Agreements; and
  - b. the Noteholders’ Agents in or towards payment of any liabilities due, owing or incurred from time to time by the Issuer to the holders of the Secured Notes under or in relation to the Secured Notes.
- (iv) fourthly, subject to the irrevocable discharge of all the Common Secured Obligations having occurred, towards payment to any person to whom the Common Security Agent is obliged to pay or distribute in priority to any debtor;

- (v) fifthly, the balance, if any, in payment or distribution to the Issuer or the relevant member of the Group.

As a consequence of the order of application set out above, the Noteholders will in certain situations, for example in case of an enforcement of the Common Transaction Security, receive payment only after certain fees and costs.

As the priority among the Common Secured Creditors only relates to the Common Transaction Security, the above order of application also only applies up to an aggregate amount of realisation proceeds from the enforcement of the Common Transaction Security.

The Common Security Agent may, furthermore, hold any amount in respect of any sum to any Common Security Agent, or any delegate and any part of the Liabilities (as defined in the Intercreditor Agreement) that the Common Security Agent reasonably considers, in each case, might become due or owing at any time in the future.

#### ***Permitted payments and enforcement***

Common Secured Obligations may be paid in accordance with their terms until an acceleration or an insolvency event occurs or any Common Transaction Security is being enforced. Thereafter the waterfall referred to above applies as regards realisation proceeds obtained from the Common Transaction Security.

The Common Secured Parties shall not have any independent power to enforce, or have recourse to, any of the Common Transaction Security or to exercise any right, power, authority or discretion arising under the Common Transaction Security Documents except through the Common Security Agent. The Common Security Agent shall enforce the Common Transaction Security in such manner as the Instructing Group (as defined in the Intercreditor Agreement) shall instruct. Each creditor is obliged to vote in any official insolvency or rehabilitation proceeding relating to a group company as instructed by the Common Security Agent.

At any time when the aggregate Credit Facility Participations (as defined in the Intercreditor Agreement) represent 35 per cent or more of the of the Total Debt Participations (as defined in the Intercreditor Agreement), the Credit Facility Agents under the Credit Facilities may give enforcement instructions to the Common Security Agent. If the Credit Facility Participations (as defined in the Intercreditor Agreement) represent less than 35 per cent of the Total Debt Participations (as defined in the Intercreditor Agreement) the Credit Facility Agents representing the Majority Credit Facility Creditors (as defined in the Intercreditor Agreement) together with the Noteholders' Agents representing the Majority Noteholders (as defined in the Intercreditor Agreement) may give enforcement instructions to the Common Security Agent.

If the Notes have been accelerated in accordance with the Terms and Conditions of the Notes or if an insolvency event has occurred, the relevant event of default is continuing and the Common Transaction Security has become enforceable in accordance with its terms, but the relevant Instructing Group (as defined in the Intercreditor Agreement) with the power to give enforcement instructions has not done so or has given instructions not to enforce the Common Transaction Security or otherwise no enforcement in relation to the Common Transaction Security has been initiated, the Noteholders' Agents may instruct the Common Security Agent to take enforcement action following (i) delivery to the representative of each group of Common Secured Parties of the relevant acceleration notice and (ii) the expiration of the relevant standstill period defined in the Intercreditor Agreement. Respectively, if an insolvency event has occurred or in the event of acceleration under the Credit Facility Agreements, the relevant event of default is continuing and the Common Transaction Security has become enforceable in accordance with its terms, but the relevant Instructing Group (as defined in the Intercreditor Agreement) with the power to give enforcement instructions has not done so, or has given instructions not to enforce the Common Transaction Security or otherwise no enforcement in relation to the Common Transaction Security has been initiated the Credit Facility Agents may give enforcement instructions following (i) delivery to the representative of each group of Common Secured Parties of the relevant acceleration notice and (ii) the expiration of the relevant standstill period defined in the Intercreditor Agreement.

#### ***Turnover***

The Intercreditor Agreement includes provisions for turnover of funds in the event of any creditor receiving payment in conflict with the Intercreditor Agreement.

#### ***Common Security Agent***

Under the Intercreditor Agreement, the Common Secured Parties appoint and authorise the Common Security Agent to hold and to act as their agent and representative with respect to the Common Security Documents. The existing Common Security Agent may resign and a new common security agent may be appointed in accordance with the procedures set out in the Intercreditor Agreement. The Common Security Agent has appointed the Security Sub-Agent.

### ***Changes to the parties***

The Intercreditor Agreement contains mechanisms for further creditors (New Debt Lenders, New Debt Agents and New Notes Noteholders' Agent representing holders of new notes) acceding thereto. By acceding to the Intercreditor Agreement in accordance with its terms further creditors may become Common Secured Parties benefiting from the Common Transaction Security in accordance with the agreed priority.

### ***Restrictions on amendments***

The Intercreditor Agreement contains conditions on the requirements for effecting amendments to the terms of the Intercreditor Agreement and the Common Secured Finance Documents. Pursuant to the Intercreditor Agreement, no Common Secured Party and no debtor may amend or waive the terms of any Common Secured Finance Documents which has the effect of shortening the contractually scheduled maturity or redemption date of the relevant Common Secured Obligations, introducing new scheduled reductions in available commitments or their equivalent or increasing the principal amount of the Common Secured Obligations without the consent of each Creditor Representative (as defined in the Intercreditor Agreement), except where such action is taken to refinance that Common Secured Finance Document resulting in a longer maturity, later redemption date and not earlier scheduled reductions, as applicable, than originally. Further, no terms of the Common Secured Finance Documents may be amended or waived if such amendment or waiver would conflict with the provisions of the Intercreditor Agreement.

Pursuant to the Intercreditor Agreement, no amendment or waiver may be made or given that has the effect of changing or which relates to an amendment to any material term of the Intercreditor Agreement (including to the order of priority or subordination under the Intercreditor Agreement) without the prior written consent of the Common Security Agent, Credit Facility Agents and the Noteholders' Agents.

Furthermore, the prior consent of the Common Secured Parties is required to authorize any amendment or waiver of, or consent under, any Common Security Documents which would affect the nature or scope of the security assets or the manner in which the proceeds of enforcement of the Common Security Documents are distributed.

## DESCRIPTION OF YIT

### Overview

YIT is the largest<sup>2</sup> Finnish construction and development company and it operates also in Baltic and Central Eastern European countries. YIT's mission is to create better living environments. It builds functional and sustainable homes and living environments in growing cities. YIT also develops, builds and renovates schools, hospitals, commercial and public facilities and infrastructure. As a developer and builder of better living environments, YIT plays an important role in developing emission-free solutions for the built environment and enabling sustainable and smooth living for its customers.

YIT's three reported business segments from 1 April 2023 are Housing, Business Premises and Infrastructure. YIT operates in eight countries: Finland, Sweden, Estonia, Latvia, Lithuania, Czech Republic, Slovakia and Poland. At the date of this Prospectus, YIT still operates in Sweden, but it was announced in January 2024 that YIT would close down its infrastructure business in Sweden. The close down of infrastructure business in Sweden is estimated to be completed by 2027 after which YIT will no longer have operations in Sweden. Earlier announced close down in Norway is nearly finished.

In 2023, YIT had approximately 4,717 employees on average and revenue amounted to EUR 2,163 million.

YIT Corporation is domiciled in Helsinki, Finland and its registered address is Panuntie 11, FI-00620 Helsinki, Finland. YIT's shares have been listed on Nasdaq Helsinki Ltd ("**Nasdaq Helsinki**") since 1995.

### History

The roots of YIT and Lemminkäinen trace back to the 1910s and the companies have a long history in the Northern European construction industry.

YIT in its current form was created through the merger of YIT and Lemminkäinen. On 19 June 2017, the Boards of Directors of Lemminkäinen and YIT agreed on the combination of the two companies and concluded a combination agreement and signed a merger plan, under which Lemminkäinen merged into YIT through a statutory absorption merger where all assets and liabilities of Lemminkäinen were transferred without a liquidation procedure to YIT. The merger was completed, and the completion of the merger was registered with the Finnish Trade Register on 1 February 2018. The combination provides a strong platform for future growth through increased economies of scale. The combined company has a wide presence in several economic regions where it can accelerate growth while simultaneously reducing sensitivity on country-specific construction cycles.

On 4 July 2019, YIT and Peab signed an agreement for the sale of YIT's paving and mineral aggregates businesses in Finland, Sweden, Norway and Denmark. The sale was completed on 1 April 2020. YIT recorded a positive cash flow effect of EUR 247 million and the gain on sale of Nordic paving and mineral aggregates businesses amounted to EUR 55 million. Upon completion of the transaction, the business portfolio of YIT was streamlined, the balance sheet further strengthened, and the seasonal earnings volatility of YIT declined.

In November 2021 YIT initiated a strategic review of its Russian businesses and the strategic review accelerated in March 2022 due to the changes in the geopolitical situation. On 1 April 2022, the Issuer announced that YIT had concluded the strategic review of its businesses in Russia and as a result of the review, YIT had signed an agreement with Etalon Group PLC for the sale of YIT's operations in Russia. On 30 May 2022, YIT completed the sale of its Russian businesses and by finalising the transaction, YIT withdrew from all of its operations in Russia. The sale enabled YIT to focus on its strategy and core businesses.

### Strategy

YIT's strategy for the years 2022–2025 – Creating sustainable success through sustainable living – was launched in November 2021. The objective of the strategy is to be the most reliable partner to all stakeholders delivering predictable, market-leading results. The strategy is executed through three strategic priority areas: Customers, Productivity, and Sustainability.

In 2023, YIT simplified its organisational structure into three agile and customer-focused business segments: *Housing*, *Business Premises*, and *Infrastructure*.

- The *Housing* segment builds functional homes and sustainable living in growing cities and develops entire residential areas in Finland, Estonia, Latvia, Lithuania, Poland, the Czech Republic and Slovakia.
- The *Business Premises* segment is responsible for the construction of business premises projects, focusing on new construction, renovation and lifecycle projects. Projects include office, commercial, hotel, business, logistics, and

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<sup>2</sup> Measured by revenue and number of employees in 2023 based on the Rakennuslehti website, which contains the performance data of Finland's largest construction and real estate companies. Available at <https://www.rakennuslehti.fi/suurimmat/>. Referred on 14 June 2024.

industrial buildings, as well as public buildings such as hospitals, health and well-being centres, daycares, schools and multi-purpose buildings.

- The *Infrastructure* segment builds railways, bridges, tunnels, structures, and facilities in demanding environments as well as maintains roads and streets to enable a smoother flow of sustainable living for people, businesses and society.

On 10 February 2023, YIT announced that it will launch a transformation program to improve YIT's performance and competitiveness, and to increase agility and customer focus. The program is designed to generate efficiency gains. YIT will also evaluate opportunities to save costs by e.g., reducing IT and facility expenses, as well as increasing efficiency in procurement, project management and productivity. In addition, YIT is aiming to improve its capital efficiency. The targeted, inflation-adjusted run-rate cost savings are expected to be at least EUR 40 million by the end of 2024, with more than half of the planned run-rate cost savings expected to be achieved already during 2023.

On 31 March 2023, YIT announced its new organisational structure effective from 1 April 2023. As part of the transformation program, YIT has simplified its organisational structure. The new organisation consists of three business segments: Housing, Business Premises, and Infrastructure. The operations in the former Property Development segment have been allocated to the other segments and Group Functions.

The transformation program has progressed faster than originally expected, and YIT has launched all the planned measures to achieve the targeted annual inflation-adjusted run-rate cost savings of EUR 40 million by the end of 2024. With the actions taken by the end of 2023, YIT will gain annualised run-rate cost savings of EUR 25 million, which will be fully realised by the end of 2024. Savings have been achieved by streamlining the organisation and reducing IT and premises costs, for example. See also "*Summary of Recent Disclosures – Information disclosed pursuant to MAR – Transformation program*" for more information.

## **Sustainability**

Sustainability is an integral enabler of the Company's long-term competitiveness and is at the core of YIT's strategy. Climate change mitigation is an essential aspect of sustainability. YIT's customers expect sustainable solutions, and the Company aims to be on the frontline in providing them. The Company has continued the systematic work to optimise work safety, increase transparency and openness in safety communication, and strengthen day-to-day safety management within the Company and with its partners.

- YIT has committed to the Science Based Targets initiative (SBTi) to limit global warming to 1.5 degrees in line with the Paris Climate Agreement. YIT was the first Finnish construction company to commit to reducing emissions from both its own operations and its value chain and, in 2023, its emission reduction targets were validated by the Science Based Targets initiative. With this commitment, YIT strengthens its previous climate work and has updated its climate targets to be more comprehensive, which will also reduce its customers' emissions. With the science-based targets, YIT is taking the lead in the industry, and it also encourages its partners to invest in sustainable solutions.
- YIT continues to develop and build better living environments for the society. Furthermore, YIT's ultimate goal is a zero-harm work community. YIT develops proactive measures for improving occupational safety with a target of continuously decreasing accident frequency.
- YIT continues its strict approach on grey economy. Furthermore, YIT has zero tolerance in corruption, as well as in labour exploitation and discrimination.

YIT is also taking decisive steps to advance sustainability matters throughout its supply chains. YIT requires its suppliers to meet the same environmental, social and governance principles as it has set to itself and conducts audits to evaluate suppliers' suitability for YIT.

## **Financial Information**

### ***Historical Financial Information***

The Issuer's audited consolidated financial statements as at and for the years ended December 31, 2023 and 2022, have been incorporated by reference into this Listing Prospectus. See "*Documents Incorporated by Reference.*" The Issuer's audited consolidated financial statements as at and for the years ended December 31, 2023 and 2022, have been prepared in accordance with the IFRS Accounting Standards as adopted by the European Union (the "*IFRS Accounting Standards*"). Financial information set forth in this Listing Prospectus has been rounded.

## Selected Key Figures

The following table sets forth selected key figures of YIT as at the dates and for the periods indicated:

	As at and for the year ended 31 December		As at and for the three months ended 31 March	
	2023	2022	2024	2023
<b>(EUR in millions, unless otherwise indicated)</b>	<b>(audited, unless otherwise indicated)</b>		<b>(unaudited)</b>	
<b>KEY FIGURES</b>				
Operating profit	51	102	-8	-7
Net interest-bearing debt	795 <sup>1)</sup>	615 <sup>1)</sup>	768	837
Gearing ratio, %	94 <sup>1)</sup>	70 <sup>1)</sup>	89	101
Interest cover ratio	1.3 <sup>1)</sup>	7.1 <sup>1)</sup>	1.0	7.8
Capital employed	1,618 <sup>1)</sup>	1,489 <sup>1)</sup>	1,591	1,672
Net cash generated from operating activities	-139	-279	-26	-210
Net cash used in investing activities	2	-6 <sup>1)</sup>	26	-7
Net cash used in financing activities	57	100 <sup>1)</sup>	140	84

<sup>1)</sup> Unaudited.

## Reconciliation of certain key figures

### Reconciliation of adjusted operating profit

	As at and for the year ended 31 December		As at and for the three months ended 31 March	
	2023	2022	2024	2023
<b>(EUR in millions)</b>	<b>(unaudited, unless otherwise indicated)</b>		<b>(unaudited)</b>	
Operating profit (IFRS)	51 <sup>1)</sup>	102 <sup>1)</sup>	-8	-7
Adjusting Items				
Gains and losses on disposal of businesses	-47	-	-18	-
Fair value changes related to redemption liability of non-controlling interests	-	2	-	-
Items related to restructuring, efficiency and adaptation measures, and other non-recurring costs related to Group management team	20	1	5	4
Court proceedings	-	-2	-	-
Operating profit from operations to be closed	17	1	7	-
Depreciation, amortisation and impairment from PPA <sup>2)</sup>	1	6	-	-
Adjusting items, total	-10	8	-6	4
<b>Adjusted operating profit</b>	<b>41</b>	<b>110</b>	<b>-14</b>	<b>-3</b>

<sup>1)</sup> Audited

<sup>2)</sup> PPA refers to merger-related fair value adjustments

### Reconciliation of order book

	As at and for the year ended 31 December		As at and for the three months ended 31 March	
	2023	2022	2024	2023
<b>(EUR in millions)</b>	<b>(unaudited)</b>		<b>(unaudited)</b>	
Partially or fully unsatisfied performance obligations	2,345	2,671	2,298	2,549
Unsold self-developed projects	812	1,031	793	994
<b>Order book</b>	<b>3,157</b>	<b>3,702</b>	<b>3,091</b>	<b>3,542</b>

### **Definitions of financial key performance indicators**

<b>Key figure</b>	<b>Definition</b>	<b>Reason for use</b>
Operating profit	Result for the period before taxes and finance expenses and finance income equalling the subtotal presented in the consolidated income statement.	Operating profit shows result generated by operating activities excluding finance and tax-related items.
Adjusted operating profit	Operating profit excluding adjusting items.	Adjusted operating profit is presented in addition to operating profit to reflect the underlying core business performance and to enhance comparability from period to period. Management believes that this alternative performance measure provides meaningful supplemental information by excluding items not part of YIT's core business operations thus improving comparability from period to period.
Adjusting items	<p>Adjusting items are material items outside ordinary course of business such as write-down of inventories, impairment of goodwill, fair value changes related to redemption liability of non-controlling interests, integration costs related to merger, transaction costs related to merger, costs, compensations and reimbursements related to court proceedings, write-downs related to non-core businesses, operating profit from businesses to be closed down, gains or losses arising from the divestments of a business or part of a business, items related to restructuring, efficiency and adaptation measures and other non-recurring costs arising from agreements with the Group management team, impacts of the fair value adjustments from purchase price allocation, such as fair value adjustments on acquired inventory, depreciation of fair value adjustments on acquired property, plant and equipment, and amortisation of fair value adjustments on acquired intangible assets relating to business combination accounting under the provisions of IFRS 3, referred to as purchase price allocation ("PPA").</p> <p>YIT has clarified the definition of Adjusting items on 1 January 2022 to include also other non-recurring costs arising from agreements with the Group management team in addition</p>	

to restructuring, efficiency and adaptation measures related items.

Capital employed	Capital employed includes tangible and intangible assets, shares in associates and joint ventures, investments, inventories, trade receivables and other non-interest bearing receivables, provisions, advance payments and other non-interest bearing debts excluding items related to taxes, finance items and profit distribution. Capital employed is calculated from the total capital employed of the segments.	Capital employed presents capital employed of segment's operating business.
Net interest-bearing debt	Interest-bearing debt less cash and cash equivalents and interest-bearing receivables.	Net interest-bearing debt is an indicator for measuring YIT's net debt financing.
Gearing ratio, %	Interest-bearing debt less cash and cash equivalents and interest-bearing receivables/total equity.	Gearing ratio is one of YIT's key long-term financial targets. It helps to understand how much debt YIT is using to finance its assets relative to the value of its equity.
Interest cover ratio	Adjusted operating profit before depreciations and amortisations/(net finance costs - net exchange currency differences), rolling 12 months.	Interest cover ratio gives investors information on YIT's ability to service debt.

#### *Distribution of Key Assets in the Balance Sheet and Interest-bearing debt*

The following table sets forth selected key items of the consolidated statement of financial position:

(EUR in millions)	31 March 2024 (unaudited)	-	(EUR in millions)	31 March 2024 (unaudited)
Owned plots	645		Loans from financial institutions	315
Leased plots	163		Commercial papers	20
Plot reserves	<u>808</u>		Bonds	228
Production	316		Other interest bearing debt	42
Completed	435		Housing company loans related to unsold apartments	240
Investments	281		IFRS 16 lease liabilities	269
<b>Total key assets</b>	<b><u>1,839</u></b>		<b>Interest-bearing debt, total</b>	<b><u>1,114</u></b>

Plot reserves = Owned plot reserve, Leased plot reserve. Includes the original cost of purchase as well as the costs related to soil improvement, water and electricity connections and construction permits that raise the value of the plot.

Production = Work in progress ("WIP"); Raw materials and consumables; Leased plots, WIP; Advance payments; Other Completed = Completed apartments and real estate; Leased plots, completed apartments and real estate  
Investments = Equity investments; Investments in associated companies and joint ventures

The hybrid bond, EUR 99 million, is recorded as part of equity under IFRS and therefore excluded from this table.



## Financial Targets

YIT measures the success of its strategy against Group level financial targets, which are to be achieved by the end of 2025<sup>3</sup>:

- Operating profit margin: more than 6 per cent;
- Gearing less than 50 per cent; and
- Stable growth of dividend per share.

*The statements set forth in this section include forward-looking statements and are not guarantees of YIT's performance in the future. YIT's actual results of operations and financial condition could differ materially from those expressed or implied by these forward-looking statements as a result of many factors, including, but not limited to, those described in "General Information — Forward-looking Statements" and "Risk Factors". Undue reliance should not be placed on these forward-looking statements.*

## Outlook and Guidance

*This section "Outlook and Guidance" contains forward-looking statements. Forward-looking statements do not guarantee future development and the actual market development of YIT. The financial performance of YIT or the financial results actually achieved may materially differ from what has been presented in or what can be concluded from the forward-looking statements as a result of many factors, some of which are described in the sections "General Information — Forward-looking Statements" and "Risk Factors". YIT advises to take a cautious view on these forward-looking statements, which are valid only as at the date of this Listing Prospectus. The following discussion has been prepared on a basis which is (i) comparable with YIT's historical financial information and (ii) consistent with YIT's accounting policies.*

*YIT's guidance set out below is based on, inter alia, the estimates and assumptions made by YIT's management and other items.*

*The key factors affecting operating profit that YIT can affect are, for example, efficiency and scope of its own operations. Factors beyond YIT's control are e.g. the timing of customers' purchase decisions, customer activity and demand, and changes in market yields.*

### Market Environment (Q1/2024)

#### Housing Market

In Finland, consumer demand continued at a low level as a result of the continued generally weak consumer confidence. In the investor market, the higher interest rates have had a significant negative impact on activity levels. Although interest rates have shown signs of levelling off, uncertainty in the market remains high. The housing market is expected to continue to be weak in the second and third quarters of 2024.

In the Baltic and Central Eastern European countries ("CEE countries"), inflation has slowed down, and the higher interest rates have started to decrease in Poland and the Czech Republic. Demand in Poland, the Czech Republic and Latvia continued to further improve during the first quarter of 2024. The gradual market recovery is expected to continue, and the overall market outlook shows signs of improvement.

#### Real Estate Market

In Finland, demand remained moderate, but general low market confidence slows down customers' decision making, especially in the private sector. Activity in industrial projects is expected to increase in the coming years, driven by the green transition. Inflation in construction material prices has stabilised. The competition for new projects has intensified as a result of the overall decline in construction volumes. In the investor market, the low availability of financing and higher financing costs and yields have decreased activity levels in transactions and new developments.

In the Baltic and CEE countries, overall demand and market activity remained stable, supported especially by private-sector demand for new industrial premises in certain countries. Price inflation in construction materials has stabilised, but new project start-ups are facing challenges due to low availability of financing and high financing costs and yield requirements.

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<sup>3</sup> In 2023, operating profit margin was 2.4 percent (in 2022 4.2), gearing 94 per cent (70) and dividend per share 0 (0.18).

## Infrastructure Market

In Finland, public sector demand is expected to remain at a relatively stable level, with many investments currently in the design phase. Private sector demand is driven by industrial construction and the transition to renewable energy. Lower construction volumes in residential construction are reflected in the demand for earthworks and foundation construction, but the long-term outlook for the overall market remains stable. The development span of infrastructure projects is relatively long, and changes in the market environment may lead to postponements of upcoming projects.

### Outlook and Guidance

According to the guidance and outlook for 2024, YIT expects its Group adjusted operating profit for continuing operations to be EUR 20–60 million. The operating cash flow after investments is expected to be positive.

The housing market recovery in the Baltics and CEE countries is expected to continue. In Finland, the housing market is expected to continue to be weak in the second and third quarters of the year 2024. In Business Premises and Infrastructure, the underlying operational performance is expected to improve.

YIT's performance will be supported by the increased efficiencies from the transformation program launched on 10 February 2023.

Changes in the macroeconomic environment, especially in interest rates, may impact the housing market demand and the fair value of investments. Delayed apartment completions could lead to the postponement of revenue and profit from quarter or year to another. Actions to release capital may have an impact on the Company's profit.

## Business Operations

### Overview

YIT's service offering from 1 April 2023 has consisted of three business areas that have also formed its reporting segments: Housing, Business Premises and Infrastructure.

The following table sets forth certain key financial information for YIT by reporting segment for the periods indicated:

	For the year ended		For the three months ended	
	31 December 2023	31 December 2022	31 March 2024	31 March 2023
	(audited, unless otherwise indicated)		(unaudited)	
	(EUR in millions)			
<b>Revenue</b>				
Housing Finland <sup>1)</sup>	628	-	113	120
Housing Baltic and CEE <sup>1)</sup>	285	-	57	74
Housing .....	912	1,084	169	194
Business Premises.....	843	817 <sup>1)</sup>	169	161
Infrastructure.....	437	539	85	109
Other items .....	<u>-30</u>	<u>-37<sup>1)</sup></u>	<u>-11</u>	<u>-8</u>
Group .....	<u>2,163</u>	<u>2,403</u>	<u>412</u>	<u>455</u>
<b>Operating profit</b>				
Housing .....	32	98 <sup>1)</sup>	-4	4
Business Premises.....	-2	14 <sup>1)</sup>	-11	-7
Infrastructure.....	45	4 <sup>1)</sup>	11	1
Other items .....	<u>-24</u>	<u>-14<sup>1)</sup></u>	<u>-4</u>	<u>-4</u>
Group .....	<u>51</u>	<u>102</u>	<u>-8</u>	<u>-7</u>
<b>Adjusted operating profit<sup>1)</sup></b>				
Housing Finland	-10	-	-7	-5
Housing Baltic and CEE	42	-	2	9
Housing .....	32	98	-4	4
Business Premises.....	0	16	-11	-7
Infrastructure.....	14	4	1	1
Other items .....	<u>-5</u>	<u>-8</u>	<u>1</u>	<u>-</u>
Group .....	<u>41</u>	<u>110</u>	<u>-14</u>	<u>-3</u>
<b>Capital employed<sup>1)</sup></b>				
Housing Finland	689	-	705	648
Housing Baltic and CEE	364	-	362	416
Housing .....	1,054	931	1,067	1,064
Business Premises.....	247	270	258	297

Infrastructure.....	36	37	5	56
Other items .....	266	252	262	256
Segments total.....	<u>1,603</u>	<u>1,489</u>	<u>1,591</u>	<u>1,672</u>
Reconciliation <sup>2)</sup>	15	-	-	-
Group.....	<u>1,618</u>	<u>1,489</u>	<u>1,591</u>	<u>1,672</u>
<b>Order book<sup>1)</sup></b>				
Housing Finland <sup>1)</sup>	721	-	681	1,096
Housing Baltic and CEE <sup>1)</sup>	385	-	436	419
Housing.....	1,105	1,643	1,118	1,515
Business Premises.....	1,244	1,301	1,251	1,313
Infrastructure.....	808	796	722	743
Internal order book .....	-	<u>-39</u>	-	-28
Group.....	<u>3,157</u>	<u>3,702</u>	<u>3,091</u>	<u>3,542</u>

<sup>1)</sup> Unaudited.

<sup>2)</sup> Reconciliation relates to assets and liabilities classified as held for sale, which are not part of capital employed items presented in the consolidated statement of financial position.

### **Housing**

The Housing segment's business comprises the development and construction of apartments, entire residential areas and leisure-time residences. YIT also offers and develops different living services and concepts. Residential construction projects are mainly residential development and turnkey projects which are mainly new development projects, but the segment also carries out competitive contracting. The customers are private consumers and investors. Private consumers purchase apartments to use as their own home or for investment purposes, while investors purchase an entire residential building or a large residential project portfolio. The segment's geographical markets are Finland, the Czech Republic, Slovakia, Poland, Estonia, Latvia and Lithuania.

The following table sets out the number of YIT's completed consumer apartments in Finland and in the Baltic and CEE countries during the periods indicated:

	For the three months ended					
	31 December 2022	31 March 2023	30 June 2023	30 September 2023	31 December 2023	31 March 2024
	(unaudited)					
<b>Completed consumer &amp; investor apartments, units</b>						
Housing Finland .....	1,630	369	858	1,176	691	504
Housing Baltic and CEE countries.....	621	737	351	757	807	281
<b>Unsold completed, units</b>	794	747	730	948	1,267	1,359

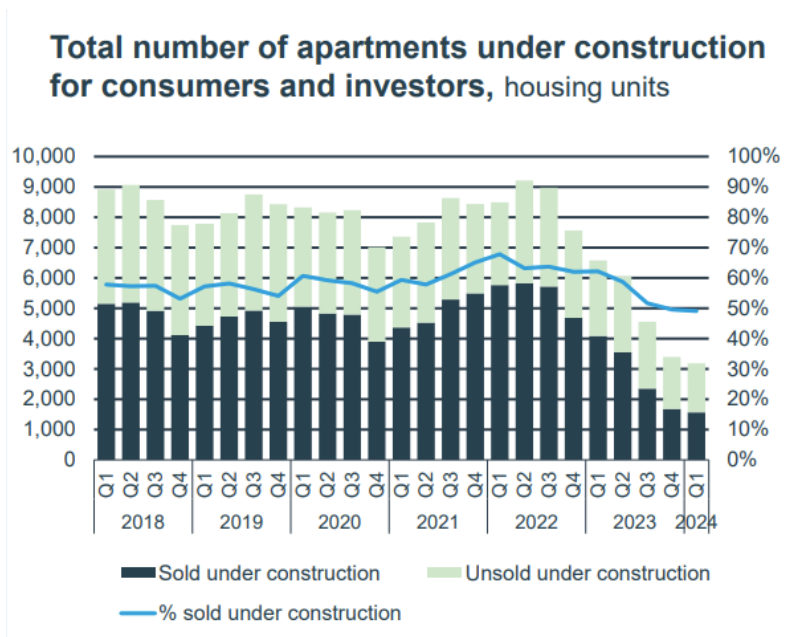
The following table sets out the number of YIT's sold apartments and apartment start-ups in Finland and in the Central European countries during the periods indicated:

	For the three months ended								
	31 March 2022	30 June 2022	30 September 2022	31 December 2022	31 March 2023	30 June 2023	30 September 2023	31 December 2023	31 March 2024
	(unaudited)								
<b>Sold apartments, units</b>									
Housing Finland .....	683	657	654	500	310	440	324	256	235
To consumers .....	420	235	216	206	74	105	118	122	135
To investors.....	263	422	438	294	236 <sup>2)</sup>	335	205	134	110
Housing Baltic and CEE countries .....	479	480	137	132	255	262	204	220	372
To consumers .....	270	285	137	132	160	183	204	220	237
To investors.....	209	195	0	0	95	79	0	0	135
<b>Apartment start-ups, units</b>									
Housing Finland .....	645	968	702	417	121	145	238	164	100
To consumers .....	382	546	264	123	29	0	32	30	0
To investors.....	263	422	438	294	92	145	206	132	100
Housing Baltic and CEE countries .....	242	711	332	130	0	522	199	174	478
To consumers <sup>1)</sup> .....	242	516	197	130	0	522	76	174	478
To investors <sup>1)</sup> .....	0	195	135	0	0	0	123	0	0

<sup>1)</sup> 135 units originally started for consumers in Q3/2022, were later sold to investors. The figures have been adjusted so that the units sold to investors appear under "To investors".

<sup>2)</sup> Q1/2023 "To investors" figure includes 144 units initially started for consumers from a bundle deal.

The following graph provides an overview of the Company's construction operations in the Housing segment from the years 2018–2024. The Company continuously constructs new apartments, which are sold during the construction phase and also once completed. In the long-term, it is typical to see fluctuations in sales rate and numbers of unsold completed apartments. As at 30 April 2024, the number of apartments under construction was 3,186, majority of which located in the Baltic and CEE countries, and the percentage share of sold apartments under construction was approximately 49 per cent reflecting lower portion of investor sales. The figures in this graph are unaudited.



The following table presents the Company's actual and estimated completion of consumer apartments under construction in Finland and in the Baltic and CEE countries during the periods indicated:

	For the three months ended							
	31 March 2023	30 June 2023	30 Sept 2023	31 Dec 2023	31 March 2024 (unaudited)	30 June 2024 (est)	30 Sept. 2024 (est)	31 Dec 2024 (est)
Housing units								
Housing Finland...	110	432	462	332	284	50	50	200
Housing Baltic and CEE countries	458	-	268	540	107	250	400	400
<b>Total</b>	<u>568</u>	<u>432</u>	<u>730</u>	<u>872</u>	<u>391</u>	<u>300</u>	<u>450</u>	<u>600</u>

### ***Business Premises***

The Business Premises segment engages in contracting in business premises construction as well as residential construction. Business premises projects include new construction and renovation projects for office, retail, sports, hotel, commercial, logistics and industrial buildings as well as public buildings, such as hospitals, health and wellbeing centres, day care centres, schools and multipurpose buildings. The customers include investors, owner-occupiers and public clients. Most of the projects are cooperative project management contracting, design and build projects, alliances and PPP (Public Private Partnership) and life cycle projects which can include both the construction of new buildings and the renovation of existing buildings. The Business Premises segment also develops and carries out hybrid projects. Renovation constructing services range from small-scale surface renovation to the comprehensive refurbishment of entire buildings. The Business Premises segment also carries out pipe renovation projects for housing companies. The Business Premises segment also has self-developed business premises projects. These are projects which have not necessarily been sold when construction starts. Most of the segment's business is in Finland, but the segment also operates in Estonia, Lithuania and Slovakia. In Slovakia, the segment operates as a property developer. In Estonia and Lithuania, it also operates as a contractor in both business premises and infrastructure construction projects. In Lithuania, the segment also operates in the paving business.

### ***Infrastructure***

The Infrastructure segment develops and builds transport infrastructure, industrial sites and other infrastructure projects for YIT's customers with a goal to promote green transition. The segment's services include railway and traffic route construction and maintenance, bridge building and repairing, foundation construction and other earthworks, shoreline and water works construction, underground construction such as excavation and structural engineering, water supply construction and implementing sport and parking facilities. Most of the projects are alliances, project management contracting, design and build projects and road maintenance projects. For infrastructure services, the customer is often the public sector, but it is also done for many kinds of companies, for example in the industry sector. The segment operates in Finland and at the date of this Prospectus, still also in Sweden, but it was announced in January 2024 that YIT would close down its infrastructure business in Sweden. The close down of infrastructure business in Sweden is estimated to be completed by 2027 after which YIT will no longer have operations in Sweden.

### **Operating Environment and Trend Information**

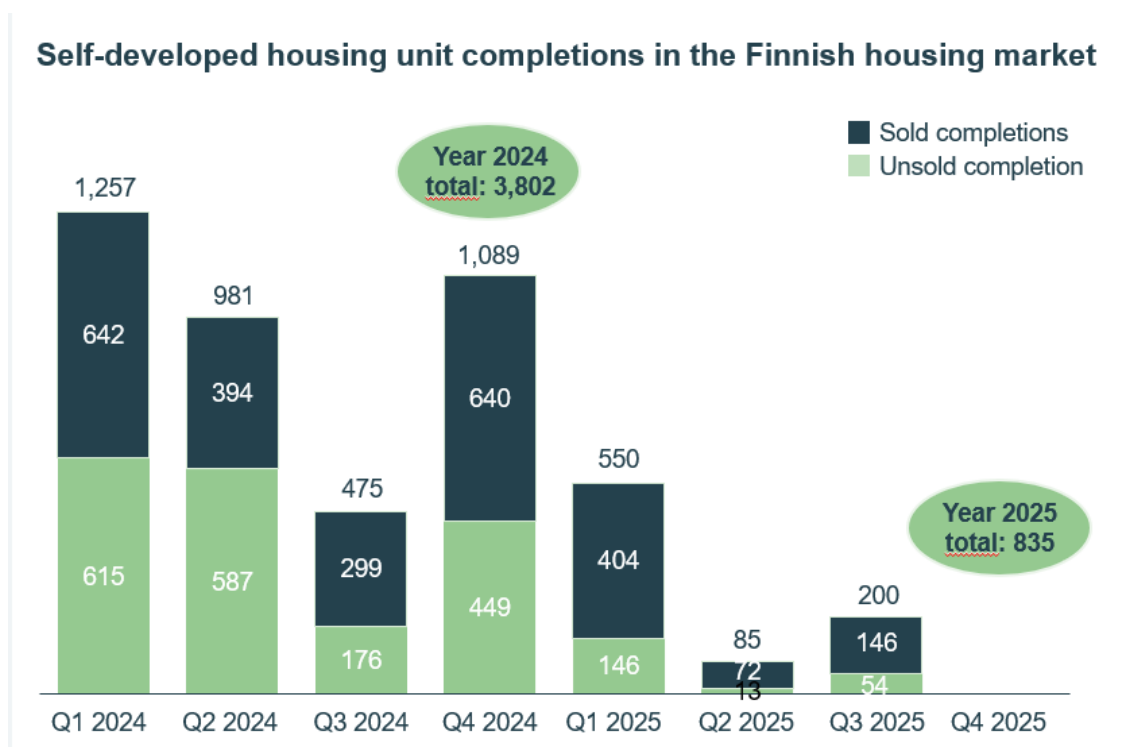
The general economic development, functioning of the financial markets and the political environment in YIT's countries of operation have an impact on the Group's business operations. Finland accounts for a significant share of the Group's business, which underscores the significance of Finland's economic development for YIT's business. Russia's continued military operations in Ukraine have a negative impact on the operating environment and the Group's business.

YIT's operating environment is impacted by various global megatrends such as urbanisation, sustainability and digitalisation. For example, urbanisation and demographic changes continue to support housing market demand. Urbanisation increases the pressure to build in growing cities, setting higher requirements on built environments.

The global macroeconomic and geopolitical environment was challenging in 2023. YIT's operating environment was significantly affected by the high inflation rates and general price increases, and the resulting exceptionally strong rise in market interest rates. The high price level and market interest rates significantly reduced both consumer confidence and consumers' disposable income. The effects were particularly strong in the housing market, where demand and market activity remained weak, especially in Finland. Both the inflation rate and interest rates showed some signs of improvement at the end of the year 2023, however.

The rise in construction material prices due to global logistics issues in previous years and the significantly increased demand was reversed during the year 2023. The cost level remained higher than before the rise, however.

The following graph shows the estimated outlook of Finnish housing market completions of self-development housing units for year 2024 to 2025.



Source: Based on the information provided by STH Group 10/2023 and gathered from certain Finnish construction and development companies' websites 1/2024.

At the end of March 2024, the number of unsold completed apartments in Finland was approximately 4,600, out of which approximately 20 per cent were built by YIT. Outlook for the next 18 months shows a clear drop in the supply of new housing units and according to the Confederation of Finnish Construction Industries, the outlook for the whole construction industry remains weak.<sup>4</sup> As the start-ups of year 2024 are expected to remain on low level, the cities' growth might be restricted due to the lack of housing availability. At the date of this Prospectus, the outlook for completions in 2025 will be historically low.

However, in the long-term, according to research by VTT Technical Research Centre of Finland<sup>5</sup>, Finland will need by estimate 600,000 to 700,000 new homes by 2040. Close to 90 per cent of the demand will arise from the 14 largest urban regions, with the Helsinki subregion alone generating almost half. For more information on YIT's market environment during the first quarter of 2024 and YIT's short-term market outlook, see “– Outlook and Guidance – Market Environment (Q1/2024)” above.

### Sources of Liquidity

YIT's primary sources of liquidity are cash flow from operations, cash and cash equivalents reserves, loans drawn down under committed credit limits, term loans, bonds, funds raised under a commercial paper programme, factoring and project-specific loans obtained for self-developed residential and business premises production. For more information, see “– Material Contracts – Financing Agreements”.

### Key Assets

YIT's key assets in balance sheet include inventories and leased inventories (plots, assets in production phase, and completed assets), and equity investments and investments in associated companies and joint ventures.

### Plot reserve

The total plot reserve as at 31 March 2024 was EUR 808 million, of which plot reserve was EUR 645 million and leased

<sup>4</sup> Member newsletter 7 February 2024.

<sup>5</sup> Asuntotuotantotarve 2020–2040. VTT Technical Research Centre of Finland, 2020.

plot reserve EUR 163 million, enabling the construction of 35,000 new homes. The plot reserve includes the original cost of purchase as well as the costs related to soil improvement, water and electricity connections and construction permits that raise the value of the plot. The strong land bank with zoned building rights gives an excellent base to accelerate construction when market demand starts to grow.

#### ***Assets in production***

As at 31 March 2024, YIT's work in progress amounted to EUR 287 million, advance payments amounted to EUR 16 million, raw materials and consumables amounted to EUR 6 million, other inventories amounted to EUR 0 million, and leased inventories, plots, work in process amounted to EUR 6 million.

#### ***Completed assets***

As at 31 March 2024, YIT's completed apartments and real estate amounted to EUR 399 million and completed apartments and real estate related to leased inventories amounted to EUR 36 million.

#### ***Investments in associated companies and joint ventures and equity investments***

As at 31 March 2024, YIT's equity investments amounted to EUR 204 million and investments in associated companies and joint ventures amounted to EUR 77 million. YIT's most significant individual equity investment is Tripla Mall Ky with value of EUR 182 million as at 31 March 2024. Tripla Mall Ky is the owner of the shopping mall, Mall of Tripla.

#### **YIT's Interest-Bearing Debt and Maturity Structure**

As at 31 March 2024, the YIT's interest-bearing liabilities of EUR 1,114 million consisted of 20 per cent of bonds, 28 per cent of loans from financial institutions, 2 per cent of commercial papers, 22 per cent of housing company loans related to unsold apartments, 24 per cent of lease liabilities and 4 per cent of other interest-bearing debt. YIT's current interest-bearing liabilities as at 31 March 2024 totalled EUR 403million and current interest-bearing lease liabilities as at 31 March 2024 totalled EUR 17 million. YIT's non-current interest-bearing liabilities as at 31 March 2024 totalled EUR 442 million and non-current interest-bearing lease liabilities as at 31 March 2024 totalled EUR 253 million. Secured interest-bearing liabilities totalled EUR 273 million as at 31 March 2024.

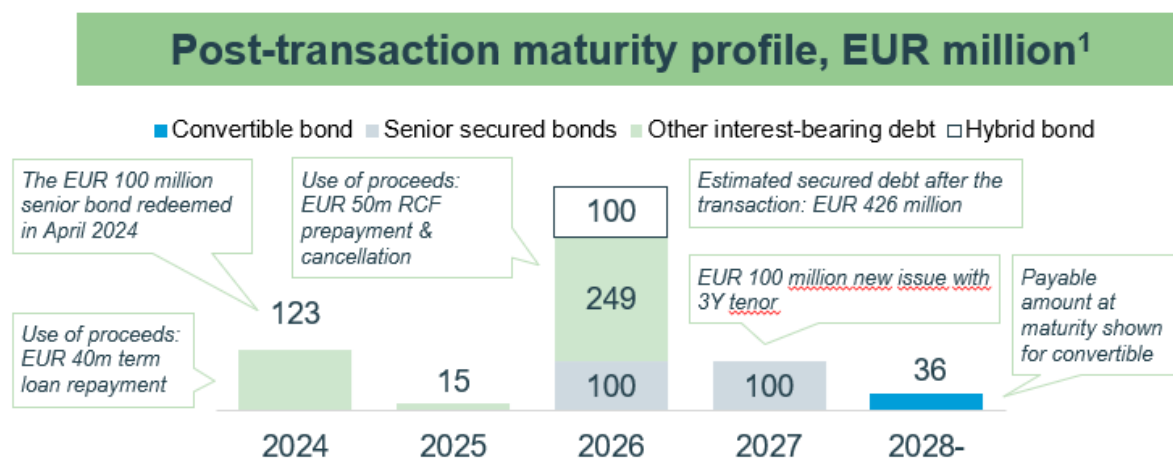
Housing company loans presented in interest-bearing financial liabilities relate to unsold apartments' share of housing company loans in residential development projects amounted to EUR 240 million as at 31 March 2024. Housing company loans have a long maturity. When the construction is completed and the project company / apartment is sold, related outstanding housing company loan will be transferred to the buyer and YIT no longer has responsibility of repaying or refinancing these liabilities.

The following table sets out the maturity structure of YIT's interest-bearing debt (excluding EUR 240 million housing company loans related to unsold apartments, EUR 269 million lease liabilities and EUR 99 million hybrid bond that is recorded as part of equity) as at 31 March 2024:

	Year					
	2024	2025	2026	2027	2028	2029-
	(unaudited)					
<b>(EUR in millions)</b>						
Bonds	100	0	100	0	0	28
Loans from financial institutions	40	15	260	0	0	0
Commercial papers	20	0	0	0	0	0
Other loans	3	0	39	0	0	0
<b>Total</b>						
<b>(EUR in millions)</b>	<u>163</u>	<u>15</u>	<u>399</u>	<u>0</u>	<u>0</u>	<u>28</u>

Maturity structure is presented according to the amended terms as agreed in March 2024 and entered into force in April 2024.

The following graph sets out the unaudited maturity profile of YIT after the issuance of the Notes<sup>6</sup>.



<sup>1</sup> Please note that the maturity profile is illustrative as for example the amount drawn under the EUR 300,000,000 revolving credit facility could change versus the Q1 2024 situation reflected here. Maturity structure is presented according to the amended terms as agreed in March 2024 and entered into force in April 2024. Excluding housing company loans related to unsold apartments, EUR 240 million and lease liabilities, EUR 269 million. The hybrid bond, EUR 99 million, is recorded as part of equity under IFRS but shown here at coupon reset date for illustrative purposes (the hybrid bond reset date is 31 March 2026). The EUR 36 million convertible bond maturing in March 2029, is recorded as part of equity (EUR 8 million) under IFRS but shown here at full amount for illustrative purposes.

## Group Legal Structure

The Issuer was incorporated on 1 September 1987 and it is a public limited liability company incorporated in Finland and organised under the laws of Finland. The registered business name of the Issuer is YIT Oyj in Finnish, YIT Abp in Swedish and YIT Corporation in English, and it is domiciled in Helsinki, Finland. The Issuer is registered in the Finnish Trade Register under the business identity code 0112650-2. The Issuer's registered office is located at Panuntie 11, FI-00620 Helsinki, Finland, and its telephone number is +358 20 433 111. The Issuer's legal entity identifier (LEI) is 529900M13GM4VSTE6W80.

Pursuant to Article 2 of its articles of association, the Issuer's objects are to engage in production in the construction industry, manufacture and leasing of and trade with building materials and components in Finland and abroad. In addition to the foregoing activities, the Issuer shall also buy and sell real estate property and shares in real estate and housing companies as well as lease apartments and properties complete with buildings and facilities and engage in other activities related to the foregoing. The Issuer may also trade in securities. The Issuer may engage in the activities in accordance with its declared objects either directly and/or through its subsidiaries and affiliated companies and joint ventures. The Issuer may offer services in the areas of administration, personnel management, financing, accounting, legal matters, taxation, investor relations and communications as well as other services to the Group companies and affiliated companies.

The YIT Group consists of the parent company YIT Corporation and subsidiaries and associate companies located in several different countries. In addition to Finland, YIT operates in Sweden, the Czech Republic, Slovakia, Poland, Estonia, Latvia and Lithuania. At the date of this Prospectus, YIT still operates in Sweden but it was announced in January 2024 that YIT would close down its infrastructure business in Sweden. The close down of infrastructure business in Sweden is estimated to be completed by 2027.

The Group's parent company YIT Corporation is responsible for, amongst other things, the management of YIT Group and financing, financial administration, human resources, legal matters, communications and marketing at the Group level. YIT Group's business operations are carried out by YIT Corporation's local subsidiaries utilising local resources and operating models.

## Insurance

YIT maintains several different insurances at the Group level, including insurance for damage to property, the interruption of business operations, installation, construction and delayed works, operation and product liability and management's liability. Locally, YIT maintains statutory occupational accident, traffic and environmental liability insurances, as well as voluntary travel and accident insurances.

<sup>6</sup> In this graph, the transaction means the issuance of Notes as well as the 2026 Notes originally issued as unsecured but which are by the Issue Date secured *pari passu* by the shared security pool with the revolving credit facility agreement of the Company, the term loan facility agreement of the Company and the Notes.



YIT's management believes that YIT's insurance policies provide sufficient cover against possible claims for damages and liabilities resulting from YIT's business operations. YIT's management is not aware of any significant deficiencies in insurance coverage. However, the insurances are subject to customary limitations, and due to this, insurances may not cover all damages incurred. See "*Risk Factors – YIT may fail to maintain its insurance coverage or the terms and conditions of YIT's insurances may not cover all of YIT's losses or all claims for damage resulting from potential future accidents*".

## **Material Contracts**

Other than the contracts described below, there are no material contracts that have not been entered into in the ordinary course of YIT's business, which could result in any Group member being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to security holders in respect of the securities being issued.

## **Financing Arrangements**

### *Revolving Credit Facility Agreement*

On 22 June 2021, the Company entered into a EUR 300 million sustainability-linked revolving credit facility agreement with Danske Bank A/S, Nordea Bank Abp, OP Corporate Bank plc, Skandinaviska Enskilda Banken AB (publ) and Swedbank AB (publ) acting as mandated lead arrangers and bookrunners, LocalTapiola Corporate Lending LLP as mandate lead arranger and OP Corporate Bank plc as the agent under the arrangement. The revolving credit facility was used to replace the Company's prior EUR 300 million revolving credit facility, dated 24 August 2017. The revolving credit facility would originally have matured during the second quarter of 2024, subject to a one-year extension option which was utilised by the Company in June 2022. In April 2024, the maturity of the revolving credit facility was extended to January 2026 with a pre-agreed conditional option for the Company to extend the maturity to January 2027.

The interest rate paid on the loans drawn down under the revolving credit facility agreement consists of the sum of the applicable margin and the EURIBOR rate. The margin charged on the revolving credit facility will be determined on the basis of the Group's indebtedness (the ratio of net debt to EBITDA) and performance against certain sustainability performance targets.

The loans drawn down under the revolving credit facility agreement were originally unsecured but are since 12 February 2024 secured *pari passu* by the shared security pool with the lenders under the term loan facility agreement of the Company and by the Issue Date, with the Noteholders and the noteholders of the 2026 Notes. As at 31 March 2024, EUR 124 million of the revolving credit facility was undrawn.

### *Commercial Paper Program*

The Company has a EUR 400 million unsecured commercial paper program directed to Finnish investors of which EUR 378 million was unused as at 31 December 2023.

### *Senior Green Bond*

On 31 March 2021, the Company issued senior green notes of EUR 100 million with a maturity date in 2026 (the "**2026 Notes**"). The 2026 Notes mature on 15 January 2026, bear a fixed interest rate of 3.250 per cent per annum, payable annually. The 2026 Notes include a maintenance-based equity ratio and an incurrence-based interest coverage covenant. The 2026 Notes were originally unsecured but are by the Issue Date secured *pari passu* by the shared security pool with the revolving credit facility agreement of the Company, the term loan facility agreement of the Company and the Notes.

On 3 June 2024, the Company commenced a written procedure and approached the noteholders of the 2026 Notes with a proposal to solicit consents to amend the terms and conditions of the 2026 Notes as may be required for the issuance of the Notes relating to, *inter alia*, the accession of the noteholders of the 2026 Notes and of the Notes to the shared security pool with the lenders under the revolving credit facility agreement of the Company, the term loan facility agreement of the Company and any other creditors acceding to the shared security pool in the future. The Company shall pay to each noteholder of the 2026 Notes a consent fee of 0.30 per cent of the principal amount of each 2026 Note. In addition to the consent fee, each noteholder of the 2026 Notes who cast a vote for the proposal (in favour or against) by an earlier deadline set out in the notice concerning the written procedure, is entitled to an early bird consent fee of 0.20 per cent of the principal amount of all 2026 Notes voted by such noteholder of the 2026 Notes. The payment of the consent fee and the early bird consent fee is subject to the proposal being duly passed and shall be made six (6) business days after the proposal having become effective. On 10 June 2024, the Company announced that the noteholders of the 2026 Notes have granted the requested consents and have agreed to the requested amendments in the written procedure.

### *Capital Securities (Hybrid Bond)*

On 31 March 2021, the Company issued EUR 100 million green capital securities (hybrid bond), which are treated as equity in the Company's consolidated financial statements. The hybrid bond bears a fixed interest rate of 5.750 per cent per annum until 31 March 2026 (the "**Reset Date**"), and, from the Reset Date provided that the hybrid bond is not redeemed

on the Reset Date, a floating interest rate as defined in the terms and conditions of the hybrid bond (being a percentage rate per annum which is the aggregate of 3-month EURIBOR (subject to any screen rate replacement event as defined therein) plus a margin in the aggregate of 6.122 per cent per annum and 5 per cent per annum). The Company may defer the payment of interest indefinitely at its option, except under certain circumstances. The hybrid bond does not have a maturity date, but the Company is entitled to redeem it on the Reset Date, and subsequently, on each interest payment date.

#### *Senior Convertible Notes*

On 19 March 2024, the Company issued senior unsecured convertible notes of EUR 36,000,000 with a maturity date in 2029. The convertible notes mature on 19 March 2029, carry a coupon of 8.00 per cent per annum and are convertible into a maximum of 16,000,000 new shares in the Company. The initial conversion price is set at EUR 2.25 and the conversion price is subject to (a) certain customary adjustments in the event of specified corporate events, (b) adjustments for any dividend in cash or in kind, as well as (c) customary anti-dilution adjustments, pursuant to the terms and conditions of the convertible notes.

#### *Term Loan Facility Agreement*

On 21 November 2023, the Company entered into a EUR 140 million term loan facility agreement with OP Corporate Bank plc, Skandinaviska Enskilda Banken AB (publ) and Swedbank AB (publ) acting as mandated lead arrangers and OP Corporate Bank plc as the agent under the arrangement. The term loan was used to replace the Company's prior bilateral loans totalling EUR 150 million with maturity dates in November 2023 and in March 2024, respectively. The term loan was originally agreed to mature in April 2025, but in April 2024, the maturity of the term loan was extended to January 2026 with a pre-agreed conditional option for the Company to extend the maturity to January 2027.

The term loan is secured *pari passu* by the shared security pool with the lenders under the revolving credit facility agreement of the Company and by the Issue Date, with the Noteholders and the noteholders of the 2026 Notes.

#### *Intercreditor Agreement*

By the Issue Date, the Company has entered into an intercreditor agreement with, among others, certain companies of the Group as intra-group lenders and/or debtors, each lender under the revolving credit facility agreement as an initial RCF lender, each lender under the term loan facility agreement as initial term facility lender, Intertrust (Finland) Oy as agent of the Noteholders, Intertrust (Finland) Oy as agent of the noteholders of the 2026 Notes and Nordic Trustee Oy as common security agent. For further information, see "*Additional Information on the Common Transaction Security and Intercreditor Agreement*".

#### *Common Security Documents*

To secure the timely and complete discharge of the obligations of the Company under the revolving credit facility agreement, the term loan facility agreement and by the Issue Date, the Notes and the 2026 Notes, the Company and certain companies of the Group have entered into amendment agreements to the existing security agreements with Nordic Trustee Oy (as a successor of OP Corporate Bank plc) as security agent. For further information, see "*Additional Information on the Common Transaction Security and Intercreditor Agreement*".

### **Regulation**

YIT is subject to a wide range of laws and regulations in the countries in which it operates in relation to matters, including, for example, health and safety, environment and climate, sustainability, real estate and leasing, employment, consumer protection and marketing, competition, securities market and company law, compliance, data protection, intellectual property, international trade and taxation. YIT continuously aims to adapt its business models to new regulations, such as but not limited to, the new Building Act which will enter into force as of 1 January 2025, amendments in relation to the Waste Act in 2021 (646/2011, as amended) and contemplated amendments to the Energy Efficiency Directive (EU/27/2012, as amended). Further regulations and decrees are to be issued at a later point in time based on the aforementioned acts. For further information on risks related to various laws and regulations in the countries in which the Group operates and changes in such laws and regulations, see "*Risk Factors – Strategic Risks – The materialisation of risks related to regulation and legal proceedings as well as corporate governance could have a material adverse effect on YIT's business and results of operations through increased costs, claims and damages payable by YIT*".

### **Legal Proceedings**

YIT operates in several countries and from time-to-time disputes arise in the course of the day-to-day operations. There are no governmental, legal or arbitration proceedings (including any such proceedings, which are pending or threatened, of which the Issuer is aware) which may have, or have had in the past 12 months, a significant effect on the financial position or profitability of the Issuer and/or the Group.

## SUMMARY OF RECENT DISCLOSURES

*The following summary sets forth information disclosed by the Issuer pursuant to the Market Abuse Regulation (EU) No 596/2014 (“MAR”) as well as certain other information disclosed by the Issuer pursuant to the rules of Nasdaq Helsinki over the last 12 months preceding the date of this Listing Prospectus, which, to the Issuer’s knowledge, is still relevant as at the date of this Listing Prospectus.*

*The following summary does not discuss periodic financial reporting nor other disclosure obligations other than those pertaining to MAR or the rules of Nasdaq Helsinki. Therefore, the summary is not exhaustive and does not discuss all stock exchange releases issued by the Issuer during the above-stated time period.*

### **Information disclosed pursuant to MAR**

#### ***Transformation program***

On 20 June 2023, the Issuer announced that the transformation program is progressing faster than originally estimated. The program was launched by YIT on 10 February 2023 to improve the Company’s performance and competitiveness. As communicated earlier, the transformation program also aims to improve YIT’s capital efficiency. The Company has initiated a strategic review regarding certain assets and operations to secure the best possible value creation. The review concerns assets and operations such as YIT’s wind power development portfolio, infrastructure operations in Sweden, and selected investments, including YIT’s ownership stake in Tripla Mall. YIT further announced that the Company has the potential to release approximately EUR 400 million of capital by the end of 2024. The stated potential does not factor in inventory items such as self-developed projects, unsold apartments, or plots. There can be no assurance regarding the results or outcome of YIT’s strategic review and capital release initiatives. As YIT has earlier announced, the targeted, inflation-adjusted run-rate cost savings are expected to be at least EUR 40 million by the end of 2024, with more than half of the planned run-rate cost savings expected to be achieved already during 2023.

In addition, YIT has in its annual report for 2023 announced that YIT has launched all the planned measures to achieve the targeted annual inflation-adjusted run rate cost savings of EUR 40 million by the end of 2024. With the actions taken by the end of 2023, YIT will gain annualised run rate cost savings of EUR 25 million, which will be fully realised by the end of 2024. Savings have been achieved by streamlining the organisation and reducing IT and premises costs, for example.

The program costs are estimated to be EUR 50–70 million, of which EUR 19 million was realised by the end of 2023. In June 2023, YIT estimated that as part of the transformation program, the Company had the potential to release approximately EUR 400 million in capital, excluding current assets such as self-developed projects, unsold apartments and land plots. Measures aiming to achieve the potential are ongoing. With the actions taken by the end of 2023, YIT has released approximately EUR 100 million of the stated potential, including the sales of the renewable energy development portfolio and the SIA LiveOn co-investment vehicle and other capital efficiency measures related to the program. YIT will continue to evaluate alternatives for other assets, including YIT’s share of the Mall of Tripla, considering the market situation. Actions to improve net working capital are proceeding according to plan.

#### **Other information**

##### ***Corporate transactions***

On 8 January 2024, the Issuer announced that it had completed the strategic review of its Swedish infrastructure business, which was announced on 20 June 2023. As a result of the review, YIT announced that it had decided to close down its infrastructure business in Sweden. In connection with the decision, YIT announced it would recognize a negative booking of EUR 16 million in profit for the fourth quarter of the financial year 2023, related to the decision to close down the operations and its implications for the margin forecasts for the ongoing projects. The business to be closed down will be recorded in EBIT adjusting items from the beginning of the fourth quarter of the financial year 2023. Once the business has been closed down YIT will no longer have operations in Sweden.

On 9 January 2024, the Issuer announced that it had agreed on the sale of the entire share capital of YIT Kalusto Oy, the Company’s subsidiary providing in-house equipment services, to Renta Oy, a company operating in the equipment rental business. As part of the arrangement, YIT and Renta announced the signing of a long-term cooperation agreement on the delivery of equipment services to YIT in Finland. In addition to the share transaction, YIT announced that it would sell the property used by YIT Kalusto Oy, located in Urjala, Finland, to Renta. Prior to the share transaction, the specialised equipment related to YIT’s Infrastructure business and the personnel working with the business will be transferred to YIT Infra Oy in an intra-group business transaction.

On 5 December 2023, the Issuer announced that it had signed an agreement on the sale of YIT Energy Oy, the renewable energy business, to Eolus Vind AB. The sale includes YIT’s project development portfolio of wind and solar power and the personnel working with the business. As announced on 20 June 2023, the renewable energy business has been under a

strategic review. The transaction is expected to be carried out in the form of a share deal by 31 December 2023 at the latest. Once the transaction is completed, YIT no longer has own activities in wind and solar power development projects. The transaction consists of a fixed and a variable purchase price. The fixed purchase price is EUR 25 million, which will be paid in three instalments. The first instalment of EUR 10 million will be paid at closing and EUR 15 million in two instalments during 2024 and 2025. The variable purchase price is defined based on project sales and completed projects and it amounts to EUR 0–75 million and will be determined by the end of 2032. The Issuer estimates that the variable purchase price weighted with probabilities of the project development portfolio is EUR 23 million. At closing of the transaction, YIT records an estimated total purchase price of EUR 48 million and an estimated gain on sale of EUR 46 million. The impact of the renewable energy development business on YIT's results has been minor during 2022–2023. On 12 December, the Issuer announced that the sale has been completed.

### ***Financial arrangements***

On 12 March 2024, the Issuer announced that it had concluded a substantial financing arrangement including new capital and enhancements to existing loan terms, together leading to an overall improvement in the Company's liquidity in excess of EUR 100 million. The financing arrangement consists of a directed share issue of 20,960,000 new shares in the Company (EUR 33.5 million at market price) to several institutional and professional investors who are predominantly existing shareholders in the Company, an issue of EUR 36 million unsecured convertible notes due March 2029 to some of the largest Finnish institutional investors with a coupon of 8% p.a. and an initial strike price of EUR 2.25 per share, and maturity extensions of the revolving credit facility (EUR 300 million) (see “– *Committed revolving credit facility*” below) and the term loan (EUR 140 million) (see “– *Term loan facility agreement*” below) with other positive amendments to key loan terms including postponements of amortizations. Combined, the amendments to loan terms increase available liquidity by over EUR 30 million.

On 12 March 2024, the Issuer announced that a total of 20,960,000 new shares subscribed for in the Company's directed share issue have been registered with the Finnish Trade Register on 12 March 2024. After the registration of the new shares, the Company has 232,059,853 shares in total. The Company holds 1,552,119 own shares. The new shares rank *pari passu* in all respects with the existing shares of the Company as of this registration date.

On 14 March 2024, the Issuer announced that the Board of Directors of the Company has in its meeting, on 14 March 2024, resolved on a directed issue of initially up to 16,000,000 new shares in the Company or existing shares held in treasury based on the authorisation granted by the Annual General Meeting of the Company on 14 March 2024 relating to the financing arrangement announced on 12 March 2024, as part of which the Board of Directors resolved to issue senior unsecured convertible notes due 19 March 2029 with a total nominal amount of EUR 36 million to some of the largest Finnish institutional investors. The Board of Directors approved the terms and conditions of the share issue. The initial subscription price for the shares is set at EUR 2.25 per share and is subject to certain potential adjustments in accordance with the conditions of the notes. The subscription price for the shares payable by the noteholders shall be set off by transferring the notes to the Company upon conversion. The noteholders will be entitled to convert the notes into shares in the Company in accordance with the conditions of the notes. The shares are offered to the holders of the notes in deviation from the pre-emptive subscription rights of the shareholders.

On 22 May 2023, the Issuer announced to be considering the issuance of new EUR 100 million green euro denominated floating rate notes with maturity date in 2025 with the issuance expected to take place in the near future subject to market conditions with Danske Bank A/S, OP Corporate Bank plc and Swedbank AB (publ) act as joint lead managers and joint bookrunners. At the same time, the Company announced a cash tender offer for its EUR 100 million green floating rate notes due 31 March 2024 in accordance with the terms and conditions set out in the tender offer memorandum dated 22 May 2023. The Issuer however announced on 30 May 2023 that the Company had decided to withdraw the contemplated issuance of new EUR 100 million green euro denominated floating rate notes with maturity date in 2025 due to prevailing market conditions. Accordingly, the Company has further decided to exercise its discretion and withdraw the tender offer in accordance with the terms and conditions set out in the tender offer memorandum and therefore not to accept the EUR 100 million green floating rate notes due 31 March 2024 tendered for purchase pursuant to the tender offer due to the new issue condition not having been fulfilled. The withdrawal of the tender offer is unconditional and takes immediate effect.

### ***Term loan facility agreement***

On 21 November 2023, the Issuer announced that it had signed a new EUR 140 million term loan facility agreement with OP Corporate Bank, SEB, and Swedbank act as mandated lead arrangers that includes or will include liquidity, interest coverage ratio and gearing related financial covenants which are reviewed depending on the financial covenant either on a monthly basis or on a quarterly basis. The new loan will replace previous loans totalling EUR 150 million maturing in late 2023 and spring 2024. The new loan is secured and will mature in April 2025. It was further announced that the Board of Directors of YIT had assessed the industry's business cycle, prevailing market conditions and the Company's projected cash flow, and determined based on these factors that it will not propose profit distribution for the financial year 2023 to the Annual General Meeting to be held in March 2024. The loan agreement includes restrictions to distribute funds based on the Company's leverage ratio. As disclosed on 12 March 2024, the Issuer and the lenders committed to make

amendments to the loan agreement, including the extension of the maturity until January 2026 with a pre-agreed conditional option for the Company to extend the maturity until January 2027.

#### *Committed revolving credit facility*

On 12 February 2024, the Issuer announced and on 14 February 2024, supplemented the announcement that YIT's EUR 300 million committed revolving credit facility has on 12 February 2024 acceded in the security arrangement agreed in connection with the financing agreement announced on 21 November 2023. Committed revolving credit facility was unsecured before this. The security arrangement has been concluded taking into account the restrictions in other financing agreements. The enforced security arrangement, whereby the EUR 140 million financing agreement announced on 21 November 2023 and the Company's EUR 300 million committed revolving credit facility are, in accordance with financial market practice, placed in the same collateral position, does not affect the Company's liquidity or financial position. The EUR 300 million committed revolving credit facility will remain fully available to the Company. As published on 9 February 2024 in the financial statements bulletin, EUR 220 million of the committed revolving credit facility was unused at the end of the fourth quarter of 2023. As disclosed on 12 March 2024, the Issuer and the lenders committed to make amendments to the committed revolving credit facility agreement, including the extension of the maturity until January 2026 with a pre-agreed conditional option for the Company to extend the maturity until January 2027.

#### *Annual General Meeting*

On 14 March 2024, the Issuer announced the resolutions passed at the Annual General Meeting of the Issuer held on 14 March 2024. Among other resolutions, the Annual General Meeting (i) adopted the 2023 financial statements, (ii) discharged the members of the Board of Directors and the President and CEO from liability, (iii) approved through an advisory decision the remuneration report for the Company's governing bodies for the financial year 2023, (iv) supported through an advisory decision the presented remuneration policy for 2024-2027, (v) decided to approve the proposal of the Board of Directors to not distribute dividend, (vi) decided on the composition of the Board of Directors and their remuneration, (vii) authorised the Board of Directors to decide on the purchase of Company shares as proposed by the Board of Directors. The authorisation covers the purchasing of a maximum of 21,000,000 Company shares using the Company's unrestricted equity. The authorisation is valid until 30 June 2025, (viii) authorised the Board of Directors to decide on the purchase of Company shares as proposed by the Board of Directors. The authorisation covers the purchasing of a maximum of 21,000,000 Company shares using the Company's unrestricted equity. The authorisation is valid until 30 June 2025, (ix) authorised the Board of Directors to decide on share issues as proposed by the Board of Directors. The authorisation can be used in full or partially by issuing shares in the Company in one or more tranches so that the maximum number of shares issued is a total of 21,000,000. The Board of Directors has the right to decide on all terms and conditions of issuing shares. The authorisation is valid until 30 June 2025.

#### *Distribution of dividend*

On 27 September 2023, the Issuer announced that the Board of Directors had decided, 27 September 2023, on the record date and payment date for the dividend's second instalment of EUR 0.09 for the financial year 2022 authorised by Annual General Meeting. The dividend of EUR 0.09 per share shall be paid to the shareholders who are registered in the shareholders' register maintained by Euroclear Finland Oy on the dividend record date of 3 October 2023. The payment date for the second instalment is on 11 October 2023. The first instalment of EUR 0.09 per share was paid on 5 April 2023.

#### *Share-based incentive scheme*

On 2 May 2023, the Issuer announced that the Board of Directors of the Issuer had decided on a directed share issue for the reward payment under YIT's Incentive Scheme 2020-2024 from the 2020-2022 earnings period. In the share issue, a maximum of 36,588 Issuer's shares were issued and conveyed without consideration to a maximum of 152 key persons participating in the incentive scheme's 2020-2022 earnings period according to the terms and conditions of the Incentive Scheme 2020-2024. As the Issuer will use its treasury shares for the reward payments, the total number of shares of the Issuer will not change. The purpose of the scheme is to support YIT's strategy and to increase YIT's value supplement to existing incentive schemes.

#### *Changes in the Group Management Team*

On 16 May 2023, the Issuer announced that Jennie Stenbom had been appointed as the new Executive Vice President, Human Resources and a member of the Group Management Team. It was further announced that Ms. Stenbom will start in her position in November 2023, at the latest, and that Tanja Kauhajärvi had been appointed as the Interim Executive Vice President, Human Resources and a member of the Group Management Team, starting on 16 May 2023. Later, on 29 September 2023, the Issuer announced that Jennie Stenbom's starting date had been specified and that she would start in her position on 1 October.

On 29 September 2023, the Issuer announced that Aleksi Laine had been appointed as the new Executive Vice President, Infrastructure segment and member of the Group Management Team, starting on 1 October 2023. Mr. Laine has been the interim leader of the Infrastructure segment and member of the management team since 29 March 2023.

On 18 October 2023, the Issuer announced that Tom Ekman, the Executive Vice President, Business Premises segment is leaving YIT and will pursue his career outside of the Company. It was further announced that Mr. Ekman will leave on 18 October 2023, and that Peter Forssell had been appointed as the interim leader of the Business Premises segment and a member of the YIT Group Management Team as of 18 October 2023.

On 22 December 2023, the Issuer announced that Peter Forssell had been appointed as the new Executive Vice President, Business Premises segment and member of the YIT Group Management Team. It was further announced that Mr. Forssell will start in his position on 1 January 2024.

## GREEN FINANCE FRAMEWORK

The following is a summary of the YIT Green Finance Framework published in April 2024 and the related second party opinion.

### Green Finance Framework Overview

YIT is committed to creating sustainable living environments and moving towards a carbon-neutral and circular economy, while also observing the needs of people and the natural environment. In March 2021, YIT launched its inaugural Green Finance Framework with the aim to mobilize debt capital to support achievements towards YIT's sustainability targets. The Green Finance Framework was updated in April 2024.

YIT's updated Green Finance Framework is aligned with the Green Bond Principles published in 2021, including the updated appendix 1 of June 2022, by the International Capital Market Association ("ICMA") and the Green Loan Principles published in 2023 by the European Loan Market Association ("LMA"), Asia Pacific Loan Market Association ("APLMA") and Loan Syndication Trading Association ("LSTA").

The Green Finance Framework defines the investments eligible for financing by green debt instruments (the "Green Debt") issued by YIT. Processes for identifying, selecting and reporting on the eligible green projects, and the set-up for managing the Green Debt proceeds are also outlined in the Green Finance Framework. The Green Finance Framework allows YIT to raise capital through green debt products such as bonds, loans, commercial papers and revolving credit facilities (Green Debt). The terms and conditions of the underlying documentation for each Green Debt instrument shall provide a reference to the Green Finance Framework.

### Second Party Opinion

Sustainalytics has provided an independent second party opinion on the Green Finance Framework. Sustainalytics' Second-Party Opinion reflects Sustainalytics's independent opinion on the alignment of the reviewed Framework with current market standards and the extent to which the eligible project categories are credible and impactful. Sustainalytics considers that the eligible projects are expected to provide positive environmental impacts. Sustainalytics considers that the YIT Green Finance Framework is aligned with the overall sustainability strategy of YIT and that the use of proceeds will contribute to the advancement of the UN Sustainable Development Goals 7, 9 and 11. Sustainalytics is confident that YIT is well positioned to issue green bonds and that the YIT Green Finance Framework is credible and impactful and aligns with the four core components of the Green Bond Principles 2021 and Green Loan Principles 2023.

### Use of Proceeds

The amount of the proceeds from the issue of the Green Debt, less the costs and expenses incurred by the Issuer in connection with the issue of Green Debt, will be used in accordance with the Green Finance Framework for financing or refinancing, in whole or in part, investments undertaken by YIT or its subsidiaries<sup>7</sup> or otherwise in accordance with the Green Finance Framework. The investments promote the transition towards a low-carbon, circular economy and other sustainability goals, in each case, as determined by YIT in accordance with the Green Project categories defined in the Green Finance Framework ("Green Projects"). Green Projects will form a portfolio of assets eligible for financing and refinancing by Green Debt. Green Debt net proceeds can finance both existing and new Green Projects financed by YIT or its subsidiaries. New financing is defined as allocated amount to Green Projects financed within or after the reporting year of inclusion in the Green Register, and refinancing is defined as allocated amounts to Green Projects financed prior to the reporting year of inclusion in the Green Register. The distribution between new financing and refinancing will be reported on in YIT's annual Green Finance Framework Impact Report.

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<sup>7</sup> In the case of joint ownership (associates and joint ventures), YIT will only finance its share of the asset value and account for the related impact.

According to the Green Finance Framework, YIT may finance or refinance the acquisition, construction and renovation of residential and commercial buildings and building energy efficiency measures Under the Green and Energy-Efficient Buildings category. The following table presents YIT’s green project categories and their eligibility criteria.

## GREEN PROJECT CATEGORIES

Green and energy-efficient buildings	Eligibility criteria
<p><b>ICMA GBP Category</b> Green and energy-efficient buildings</p> <p><b>EU Environmental Objective</b> Climate change mitigation</p> <p><b>Eligible EU Taxonomy activities</b> 7.1, 7.2, 7.3, 7.5, 7.6, 7.7</p> <p><b>UN SDG</b> 7, 11</p>	<p><b>New buildings</b> New buildings<sup>1</sup> (built after 31 December 2020) designed to achieve a Primary Energy Demand (PED) that is at least 10% lower than the threshold set for the nearly zero-energy building (NZEB) requirements.</p> <p><b>Existing buildings</b> Buildings (built before 31 December 2020) with an EPC of class A or determined to belong in the top 15 per cent of the national building stock in terms of PED demonstrated through e. g. a specialist study.</p> <p><b>Major renovations</b> Renovation of existing buildings that lead to an overall reduction in PED per square meter and year (kWh/m<sup>2</sup>/year) by at least 30 per cent compared to the pre-investment decision.</p> <p><b>Building energy efficiency measures</b> Direct costs (e.g. material, installation and labour costs) for the installation, maintenance and repair of energy efficient technologies or other energy saving measures during the construction, maintenance and service phase of a building. These measures may include energy management systems, AI, and data solutions, energy efficient and low U-value windows, extended or improved thermal insulation, heat exchangers and ventilation, electric heat pumps (where the global warming potential (GWP) of refrigerants does not exceed 675) or costs for enabling renewable energy sources such as photovoltaic systems and charging stations for electric vehicles.</p>

<sup>1)</sup> May cover land held for development and its development costs, and development costs related to buildings under construction, that will, once completed, reach the eligibility criteria for the category.

Green Debt net proceeds will not be allocated to projects involving fossil energy production, fossil fuel infrastructure, nuclear energy generation, weapons and defence, potentially environmentally harmful resource extraction (such as rare-earth elements or fossil fuels) gambling or tobacco.

### Green Project Evaluation and Selection process

Green Projects shall comply with the eligibility criteria defined under the Green Project categories. This is ensured in YIT’s process to evaluate, select and allocate Green Debt proceeds to eligible Green Projects. Sustainability experts and representatives within YIT evaluate potential Green Projects, their compliance with the Green Project categories, and their environmental benefits. A list of the potential Green Projects are then presented to YIT’s Green Finance Committee. The Green Finance Committee is solely responsible for the decision to acknowledge the project as green, in line with the Green Project criteria, and include it in a dedicated “Green Register”. The Green Finance Committee consists of the Chief Executive Officer, Executive Vice President Urban Development, the Chief Financial Officer, Senior Vice President Treasury and Vice President, ESG. The Green Finance Committee makes decisions in consensus. The decisions made by the Green Finance Committee will be documented and filed. The Green Finance Committee will convene on a regular basis or when otherwise considered necessary.

### Management of Proceeds

YIT will use a Green Register to track that an amount equal to the Green Debt net proceeds is allocated to Green Projects. The purpose of the Green Register is to ensure that Green Debt net proceeds only support the financing of Green Projects or to repay Green Debt. Unallocated Green Debt net proceeds may temporarily be placed in the liquidity reserve and managed accordingly by YIT. If a Green Project, once the project proceeds, no longer fulfils the Green Project criteria, it will be removed from the Green Register.



## **Reporting and Transparency**

YIT will annually until full allocation and in the event of significant change in allocations, provide investors with a Green Finance Framework Impact Report describing the allocation of proceeds and the environmental impact of the Green Projects.

The allocation reporting will include the following information: (i) nominal amount of outstanding Green Finance Instruments; (ii) the balance of the Green Projects in the Green Register; (iii) the total aggregated proportion of Green Bond net proceeds used per Green Project Category; (iv) distribution between new financing and refinancing; (v) the amount of unallocated proceeds, if any.

The impact reporting aims to disclose the environmental impact of the Green Projects financed under the Green Finance Framework, based on YIT's financing share of each project. As YIT can finance a large number of smaller Green Projects in the same Project Category, impact reporting will be aggregated. The impact assessment is provided with the reservation that not all related data can be covered and that calculations therefore will be on a best effort basis e.g. if a Green Building is under construction but not yet operational, YIT will provide best estimates of future energy performance levels.

The allocation reporting part of the Green Finance Framework Impact Report will be externally verified by an independent verifier appointed by YIT as described under “ – *External Reviews*” below. The external verification shall be conducted at least with a limited assurance.

## **External Reviews**

Sustainalytics has provided a second party opinion to the Green Finance Framework verifying its credibility, impact and alignment with ICMA Green Bond Principles and the Green Loan Principles published by the LMA/APLMA/LSTA. An independent verifier appointed by YIT will provide, on an annual basis, a statement that an amount equal to the Green Debt net proceeds has been allocated to Green Projects or to temporary holdings. Should the Green Financing Framework be updated, a new second party opinion will be applied for the framework. However, the applicable Green Financing Framework for the Notes would remain the same i.e. would not change due to an update or modification of the Framework.

## **Available Documents**

The Green Finance Framework and the second party opinion issued in April 2024 is publicly available on YIT's website (<https://www.yitgroup.com/en/investors/financial-information>) together with the annual statement from the independent verifier and the annual Green Finance Framework Impact Report.

## BOARD OF DIRECTORS, MANAGEMENT AND AUDITORS

### General

Pursuant to the provisions of the Finnish Companies Act and the Articles of Association of the Company, the administration and management of the Company is divided between the shareholders, the Board of Directors and the President and CEO of YIT. YIT's Group Management Team assists the President and CEO in running YIT's operations.

The shareholders participate in supervision and control of YIT through passing resolutions at the General Meetings. The General Meetings are usually convened by the Board of Directors. In addition, a General Meeting shall be held if it is requested in writing by the Company's auditor or by shareholders representing no less than one tenth of all the shares issued by the Company.

The business address of the members of the Board of Directors, the President and CEO and the Group Management Team is c/o YIT Corporation, Panuntie 11, FI-00620 Helsinki, Finland.

In addition to laws and regulations in force at the time in question, the rules and recommendations of Nasdaq Helsinki and the Company's Articles of Association, the Company's governance complies without exceptions with the Finnish Corporate Governance Code 2020 issued by the Securities Market Association.

### Board of Directors

The Board of Directors supervises and controls the management and operations of YIT. The duty of the Board of Directors is to promote the interests of all shareholders and the Group by seeing to the administration and proper organisation of operations.

The Board of Directors comprises of the Chairperson, the Vice Chairperson and three (3) to eight (8) members elected by the Annual General Meeting of shareholders for one year at a time. The Articles of Association have no special provisions on the members of the Board of Directors. The majority of the members must be independent of YIT. In addition, it is required that at least two of such members are independent of the major shareholders of YIT. The President and CEO cannot be elected as the Chairperson of the Board of Directors. Both genders must be represented on the Board of Directors.

The Board of Directors convenes regularly as summoned by the Chairperson. A quorum is established when more than half of its members are present. An opinion supported by more than half of the members present becomes the decision. When the votes are even, the Chairperson has the casting vote. The CEO as referendary and the Corporate General Counsel as secretary of the Board of Directors are present at the meetings of the Board of Directors. Other Group Management Team members and heads of business units and functions attend the meetings when necessary. The President and CEO and the secretary of the Board of Directors prepare the meetings with the Chairperson of the Board of Directors and draw up the agendas. The President and CEO ensures that the Board of Directors is provided with sufficient information on matters such as the structure, operations, markets and competitive situation of YIT in order to carry out its tasks. The meeting agendas and materials are sent to the members of the Board of Directors in good time before the meeting.

The Board of Directors and its committees have ratified standing orders. The members of the Board of Directors evaluate the operations of the Board of Directors and its committees each year, and the results are taken into account in the Board of Directors' work and its development.

The Company's Annual General Meeting held on 14 March 2024 confirmed that the Board of Directors consists of the Chairperson, Vice Chairperson and four (4) members. Jyri Luomakoski was elected as the Chairperson of the Board of Directors, Casimir Lindholm was elected as the Vice Chairperson of the Board of Directors and Sami Laine and Kerttu Tuomas were re-elected as members of the Board of Directors. Anders Dahlblom and Leena Vainiomäki were elected as new members of the Board of Directors.

The table below presents the members of Company's Board of Directors as at the date of this Listing Prospectus:

<b>Name</b>	<b>Year of birth</b>	<b>Position</b>	<b>Board member since</b>
Jyri Luomakoski	1967	Chairperson	2022
Casimir Lindholm	1971	Vice Chairperson	2022
Anders Dahlblom	1974	Member	2024
Sami Laine	1971	Member	2022
Kerttu Tuomas	1957	Member	2022
Leena Vainiomäki	1961	Member	2024

*Jyri Luomakoski* has been the Chairperson of the Company's Board of Directors since 2024, a member of the Company's Board of Directors since 2022 and the Chairperson of the Audit Committee and a member of the Personnel Committee since 2023 and a member of the Audit Committee since 2022. Mr. Luomakoski currently serves as a member of the Board of Directors and as the Chairman of the Audit Committee of Purmo Group Plc and as the Vice Chairman of the Board of

Directors and the Chairman of the Audit Committee of Fiskars Corporation. Previously Mr. Luomakoski has served as the President and CEO of Uponor Corporation from 2008 to 2021, and prior to that as the Deputy CEO and CFO. In addition, Mr. Luomakoski has served as the CFO of AskO Oy and Oy Uponor Ab in 1999 and in several managerial positions at Oy Uponor Ab, Oy Lars Krogius Ab and Datatrans Finland and Germany. Mr. Luomakoski holds an MBA degree. He is a Finnish citizen.

*Casimir Lindholm* has been the Vice Chairperson of the Company's Board of Directors since 2024, a member of the Company's Board of Directors since 2022, the Chairperson of the Investment and Project Committee since 2023 and a member of the Investment and Project Committee since 2022. Mr. Lindholm currently serves as the President and CEO of Cargotec Corporation, where he has previously been a member of the Board of Directors from 2021 to 2023. Previously Mr. Lindholm has served as the President and CEO of Eltel Group AB from 2018 to 2022 and Lemminkäinen Corporation from 2014 to 2018, the Executive Vice President of Building Construction Finland from 2013 to 2014 and in various managerial positions of Eltel Group and Eltel Networks Infranet AB from 2008 to 2012. Mr. Lindholm holds a Master of Science degree in Economics and an MBA degree. He is a Finnish citizen.

*Anders Dahlblom* has been a member of the Company's Board of Directors and a member of the Audit Committee and a member of the Investment Committee and Project Committee since 2024. Mr. Dahlblom currently serves as the Chief Operating Officer of Virala Oy Ab and as a member of the Board of Directors of Conficap Oy, Are Oy, Betolar Oy and Enersense International Oy. Previously Mr. Dahlblom has served as the President and CEO of Glaston Oy from 2021 to 2023, the Vice President and Managing Director of Owens Corning, European Insulation from 2019 to 2020 and the Vice President and Managing Director of Paroc Group Oy from 2018 to 2019, and prior to that as the CFO, the Group Controller and a Business Controller. Additionally, he has worked as an Associate at PwC Corporate Finance Oy. Mr. Dahlblom holds a Master of Science degree in Economics and a CEFA degree. He is a Finnish citizen.

*Sami Laine* has been a member of the Company's Board of Directors and the Audit Committee since 2022 and a member of the Investment and Project Committee since 2023. Mr. Laine currently serves as the CFO at eniferBio Oy and the chairman of the Board of Directors of Naava Group Oy. Previously Mr. Laine has served as the CEO of Parmaco Group from 2020 to 2021 and Technopolis Plc from 2019 to 2020, as the CFO of Technopolis Plc from 2017 to 2019 and Renor Oy from 2016 to 2017. Additionally, he has served as the Group Treasurer and Head of Investors Relations of Oriola Corporation from 2014 to 2016, the Group Treasurer of SATO Corporation from 2009 to 2014 and Etteplan Oy from 2008 to 2009, in addition to management positions at Uponor Corporation Casino Amherst International Ltd. Mr. Laine holds a Master of Science degree in Economics. He is a Finnish citizen.

*Kerttu Tuomas* has been a member of the Company's Board of Directors and the Chairperson of the Personnel Committee since 2022. Ms. Tuomas currently serves as the Vice Chairman and a member of the Board of Directors of Huhtamäki Oy and as a member of the Board of Directors of Medix Biochemica Group Oy and the Finnish National Opera and Ballet. Previously Ms. Tuomas has served as a member of the Board of Directors of Kemira Oy from 2010 to 2014 and as the Vice Chairman of the Board of Directors from 2014 to 2021, as the Executive Vice President Human Resources and Member of Executive Board of KONE Corporation from 2002 to 2017 and the Group Vice President, Human Resources and Member of the Group Management Team of Elcoteq Network Oy from 2000 to 2001. Ms. Tuomas holds a Bachelor of Science degree in Economics. She is a Finnish citizen.

*Leena Vainiomäki* has been a member of the Company's Board of Directors since 2024. Ms. Vainiomäki currently serves as the Vice Chairman, a member of the Board of Directors and a member of the Personnel Committee of Veikkaus Oy, the Chairman of the Risk Committee and a member of Remuneration Committee of Municipality Finance Oy, a member of the Board of Directors and a member of the Audit Committee of Lentorata Oy and a member of Board of Directors of LRV Corp Oy. Previously Ms. Vainiomäki has served as the Country Manager of Danske Bank A/S from 2018 to 2020, and prior to that as the Global Head of Transaction Banking Advice & Sales from 2017 to 2018 and the Head of Business banking Finland from 2011 to 2017. Additionally, she has served as the Nordic Head of Segmentation and Customer Program of Nordea Bank Oy from 2009 to 2011 and in different managerial and expert positions from 1988 to 2008. Ms. Vainiomäki holds a Master of Science degree in Political Science and an MBA degree. She is a Finnish citizen.

## **Board Committees**

### ***General***

The Board of Directors has three permanent committees: the Personnel Committee, the Audit Committee and the Investment and Project Committee.

The Board of Directors elects the members and Chairmen of the committees from among its members at its constitutional meeting following the Annual General Meeting. The committees have written standing orders ratified by the Board of Directors. The committees report to the Board of Directors on the matters dealt with by them and the required actions on a regular basis at the Board of Directors' meeting following each committee meeting.

In addition to the Personnel Committee, the Audit Committee and the Investment and Project Committee, the Board of Directors may appoint other permanent or temporary committees to focus on certain duties assigned by the Board of Directors.

#### ***Personnel Committee***

The task of the Personnel Committee is to assist the Board of Directors in issues related to appointing and rewarding key personnel. Among other things, the Personnel Committee prepares proposals for the development of the Group's corporate culture and HR policy, remuneration and incentive schemes, the rules for performance-based bonuses and the performance-based bonuses paid to the management. In addition, identifying talents, the development of key personnel and planning for management successors fall under the preparation responsibility of the Personnel Committee. The Committee also prepares the remuneration policy and remuneration report for the Company's governing bodies.

The Committee convenes as necessary and when summoned by the Chairperson. It has three to five members who all have knowledge of the Group's business operations and business segments as well as HR and remuneration-related matters. The majority of the members of the Personnel Committee must be independent of YIT. The President and CEO and other members of YIT's executive management cannot be members of the Personnel Committee. The Executive Vice President, Human Resources, acts as the secretary of the Personnel Committee.

As at the date of this Listing Prospectus, the members of the Personnel Committee are Kerttu Tuomas (the Chairperson), Jyri Luomakoski and Leena Vainiomäki.

#### ***Audit Committee***

The Audit Committee assists the Board of Directors in the supervision of the Group's reporting and accounting processes. Its tasks include overseeing YIT's financial reporting process, the effectiveness of internal control, internal audit and risk management systems as well as monitoring and assessing the audit. The Committee participates in the preparation of the Group's financing policy, financing plan and financing arrangements. The Committee reviews, among other things, YIT's financial statements, interim reports and half-year reports and monitors auditing. It evaluates compliance with laws and regulations and follows the Group's financial position.

The Committee convenes at least four times per year and more often if necessary. The Committee comprises of three to five members, the majority of whom must be independent of YIT, and at least one of the members must be independent of major shareholders. In order to be selected as a member of the Audit Committee, a person must have extensive knowledge of the Group's business operations and business segments and possess the qualifications required by the Audit Committee's sphere of duties and have experience with the mandatory tasks related to auditing. The Corporate General Counsel acts as the secretary of the Audit Committee.

As at the date of this Listing Prospectus, the members of the Audit Committee are Jyri Luomakoski (the Chairperson), Sami Laine, Leena Vainiomäki and Anders Dahlblom.

#### ***Investment and Project Committee***

The Investment and Project Committee discusses and prepares for the Board of Directors significant contract tenders, property development projects, plot and area development project investments and divestments, acquisitions, disposals and equity investments, and to monitor the development, financial reporting and risk management of the respective portfolios.

The Committee convenes at least twice a year, and more frequently by separate invitation from the Chairperson if deemed necessary in view of the matters discussed by the Committee. The Committee has three to five members who all have extensive knowledge of the Group's business operations and business segments and the competence required by the position. The majority of the members of the Committee must be independent of YIT and at least one of the members must be independent of significant shareholders. The Corporate General Counsel acts as the secretary of the Investment and Project Committee.

As at the date of this Listing Prospectus, the members of the Investment and Project Committee are Casimir Lindholm (the Chairperson), Sami Laine and Anders Dahlblom.

#### ***Shareholders' Nomination Board***

The Annual General Meeting of YIT Corporation decided on 15 March 2016 to establish a Shareholders' Nomination Board for the Company to prepare proposals on the election and remuneration of the members of the Board of Directors for the Annual General Meeting. Moreover, the Annual General Meeting affirmed the standing order for the Shareholders' Nomination Board.

The Shareholders' Nomination Board is a body comprised of the Company's shareholders or their representatives, the duty of which is to, in accordance with the Board of Directors' diversity principles, prepare proposals on the election and remuneration of the members of the Board of Directors for the Annual General Meeting and, where necessary, for the

Extraordinary General Meeting. The primary purpose of the Shareholders' Nomination Board is to ensure that the Board of Directors and its members have sufficient expertise, competence and experience in view of YIT's needs, and to prepare proposals, with justifications, on the election and remuneration of members of the Board of Directors to the Annual General Meeting for this purpose.

The Shareholders' Nomination Board comprises of the Company's three major shareholders, or the representatives nominated by these shareholders. The right to nominate members to represent shareholders in accordance with the standing order rests with three shareholders who are registered in the shareholder register maintained by Euroclear Finland or another operator on the last weekday of August in the year preceding the Annual General Meeting, and who hold the largest number of votes conferred by shares according to the shareholder register.

The Shareholders' Nomination Board has been established to serve until further notice. The term of office of the members of the Shareholders' Nomination Board ends at the appointment of new members every year.

The Shareholders' Nomination Board shall submit its proposal to the Company's Board of Directors every year, by the last weekday of January preceding the next Annual General Meeting. The proposals of the Shareholders' Nomination Board are published in a stock exchange release and included in the notice of meeting. Furthermore, the Shareholders' Nomination Board shall present and justify its proposals and give an account of its operations to the Annual General Meeting.

As at the date of this Listing Prospectus, the members of the Shareholders' Nomination Board are Alexander Ehrnrooth, the CEO of Tercero Invest AB, Kristiina Pentti-von Walzel, representing the shareholder group comprising of PNT Group Oy, Noora Pentti, Fideles Oy, Eva Pentti-Kortman, Kristian Pentti, Kristina Pentti-von Walzel and Heikki Pentti Estate, and Risto Murto, the President and CEO of Varma Mutual Pension Insurance Company. The Chairperson of the Company's Board of Directors participates in the Shareholders' Nomination Board's work as an expert member.

### President and CEO

The President and CEO attends to the day-to-day administration of YIT in accordance with the instructions and regulations laid down by the Board of Directors. The Board of Directors appoints and discharges the President and CEO and supervises the operations of the office. The Board of Directors also decides on the President and CEO's salary and fees and other terms of the service contract. The President and CEO ensures that YIT's accounting is carried out according to the law and asset management is organised reliably. YIT's President and CEO serves as Chairperson of the Group Management Team.

### Group Management Team

YIT's Group Management Team is the highest operational decision-making body and is responsible for allocating resources to the business segments. The Group Management Team is also responsible for assessing the performance of the business segments.

The President and CEO and other members appointed by the Board of Directors make up the Group Management Team. The President and CEO appoints the Group Management Team's secretary. The Group Management Team, which meets on a regular basis, approximately once a month, assists the President and CEO with operational planning and management and prepares matters that are to be processed by the Board of Directors. Among other duties, the Group Management Team formulates and coordinates the Group's strategic and annual planning, supervises the implementation of plans and financial reporting and prepares significant investments, mergers and acquisitions. The development of the Group's internal co-operation and the promotion of joint development projects are among the Group Management Team's key duties. The President and CEO is responsible for the decisions made by the Group Management Team. The task of the members of the Group Management Team is to implement the decisions in their respective areas of responsibility.

The table below presents the members of YIT's Group Management Team as at the date of this Listing Prospectus:

Name	Year of Birth	Position	Employed by the Group since
Heikki Vuorenmaa	1981	President and CEO	2022
Tuomas Mäkipeska	1978	CFO	2021
Jennie Stenbom	1975	Executive Vice President, Human Resources	2023
Peter Forssell	1969	Executive Vice President, Business Premises segment	1997
Antti Inkilä	1969	Executive Vice President, Housing segment, Deputy to President and CEO	1994 to 2001 and since 2002
Juha Kostiainen	1965	Executive Vice President, Urban Development and ESG	2001 to 2008 and since 2012
Aleksi Laine	1981	Executive Vice President, Infrastructure segment	2007

*Heikki Vuorenmaa* has been a member the Group Management Team and the President and CEO of YIT since 2022. Mr. Vuorenmaa currently serves as a member of the Supervisory Board of Ilmarinen Mutual Pension Insurance Company and as a Member of the Board of Directors of Climate Leadership Coalition. Previously Mr. Vuorenmaa has served as the SVP, Associate Partner of Transformation at McKinsey & Company from 2021 to 2022, the Head of Integration, Business Area

Industry of Peab Oy in 2020, the EVP, Paving of YIT Corporation and Lemminkäinen Corporation from 2017 to 2020, the SVP, Head of Procurement of Lemminkäinen Corporation from 2015 to 2017 and in several positions at Nokia Corporation from 2008 to 2015. Mr. Vuorenmaa holds a Master of Science degree in Economics. He is a Finnish citizen.

*Tuomas Mäkipeska* has been a member of the Group Management Team and the CFO of YIT since 2021. Mr. Mäkipeska currently serves as a member of the Supervisory Board of Elo Mutual Pension Insurance Company. Previously Mr. Mäkipeska has held several managerial positions at Lassila & Tikanoja plc, most recently as the Senior Vice President, Facility Services Segment from 2019 to 2021, the Interim President and CEO in 2018, and the Group CFO from 2017 to 2019. Additionally, he has served as a Management Consultant at Deloitte from 2005 to 2012, a Project Manager at Fiskars Corporation from 2004 to 2005 and a Market Analyst at Rieter Automotive Management AG in 2003. Mr. Mäkipeska holds a Master of Science degree in Economics. He is a Finnish citizen.

*Jennie Stenbom* has been a member of the Group Management Team and the Executive Vice President, Human Resources since 2023. Ms. Stenbom has previously served as the Senior Vice President, HR, at SOK business units from 2019 to 2023, as the Chief People Officer at Kamux Corporation from 2018 to 2019 and as the Senior Vice President, HR, at Kesko Corporation from 2014 to 2018. Additionally, Ms. Stenbom has served in various HR positions in Kesko Corporations from 2008 to 2013 and Orion Corporation from 2001 to 2008. Ms. Stenbom holds a Master of Science degree in Education. In addition, Ms. Stenbom holds an Executive MBA degree. She is a Finnish citizen.

*Peter Forssell* has been a member of the Group Management Team and the Executive Vice President, Business Premises segment since 2024. He has also served as the Interim Executive Vice President, Business Premises segment at YIT Corporation in 2023. Previously Mr. Forssell has served in YIT Finland Ltd. as the Senior Vice President, CEE Business Premises from 2018 to 2023, as the Vice President, Business Premises, CEE from 2014 to 2018 and as the Sales Director from 2010 to 2014. Additionally, Mr. Forssell has served in various positions at YIT Corporation from 1997 to 2010. Mr. Forssell holds a Master of Science degree in Construction Business and Management. He is a Finnish citizen.

*Antti Inkilä* has been a member of the Group Management Team and the Executive Vice President, Housing segment since 2015. He also serves as the deputy to the President and CEO and acted as the Interim President and CEO from 2020 to 2021. Mr. Inkilä currently serves as a member of the Representative Board of the Confederation of Finnish Construction Industries RT. Previously, Mr. Inkilä served as the Interim Head of the Infrastructure segment of YIT in 2021 and Head of the Housing Finland and CEE segment from 2015 to 2020, and in several managerial positions of YIT Construction Ltd, most recently as the Head of the Apartment Houses Metropolitan Area unit from 2008 to 2014. Mr. Inkilä holds a Master of Science degree in Technology. He is a Finnish citizen.

*Juha Kostiainen* has been a member of the Group Management Team since 2016 and the Executive Vice President, Urban Development and ESG since 2018. Mr. Kostiainen currently serves as a member of the Board of Directors of Oomi Solar Oy, Tripla Mall GP Oy, Tyrsky Consulting Oy and the European International Contractors. Previously Mr. Kostiainen served as the Senior Vice President, Urban Development of YIT from 2012 to 2016. Mr. Kostiainen has served in several managerial positions for the Finnish Innovation Fund Sitra, most recently as a Director responsible for communications and public affairs in 2012. Mr. Kostiainen has also previously served at YIT as the Senior Vice President, Corporate Communications and Business Development from 2007 to 2008, the Vice President, Business Development from 2005 to 2007 and the Vice President, Corporate Planning from 2003 to 2005. In addition, he served at YIT Construction Ltd as a Development Manager from 2001 to 2003 and as a Business Sector Manager of the City of Tampere from 1997 to 2001. Mr. Kostiainen holds a Master of Science degree in Technology and is a Doctor of Administrative Sciences. Mr. Kostiainen also acts as an adjunct professor of strategic urban development at the University of Tampere and is an Honorary Doctorate of Technology from Aalto University. He is a Finnish citizen.

*Aleksi Laine* has been a member of the Group Management Team and the Executive Vice President, Infrastructure segment since 2023. Previously Mr. Laine served as the Senior Vice President, Traffic Infrastructure of YIT from 2020 onwards and as a Senior Vice President for Foundation engineering and rock tunnelling from 2018 to 2020, at Lemminkäinen Infra Oy as a Director Civil Works from 2017 to 2018 and Senior Construction Manager from 2016 to 2018 and at Lemminkäinen Corporation as a Project Manager from 2012 to 2016. Mr. Laine holds a Master of Science degree in Construction Management. He is a Finnish citizen.

## **Conflicts of Interests**

The provisions regarding the conflicts of interest of the management are set forth in the Finnish Companies Act. Pursuant to Section 4 of Chapter 6 of the Finnish Companies Act, the members of the Board of Directors or the President and CEO may not participate in the handling of a contract between them and YIT. Pursuant to Section 4(a) of Chapter 6 of the Finnish Companies Act, a member of the Board of Directors of a publicly listed company may not participate, in the Board of Directors of the company or of its subsidiary, in the handling of a matter pertaining to a contract between the company and a third party, should the member in question be related to them and the action in question does not fall within the ordinary course of business of the company or is not concluded on normal commercial terms. A decision concerning such a matter is valid if it is supported by the required majority of those board members of the publicly listed company or its Finnish subsidiary who are not considered related parties to the matter at hand. The President and CEO is subject to the above-

mentioned provisions related to the incapacity of a member of the Board of Directors of a public listed company in the decision-making of its subsidiary. What is stated above regarding the agreement is also applicable to other legal acts and legal proceedings, and to the exercise of the right to speak. The Finnish Companies Act contains no provisions on the conflicts of interest of the members of the management team.

To the knowledge of YIT, notwithstanding any shares they hold directly or indirectly in YIT, the members of the Board of Directors, the President and CEO, and the members of the Group Management Team do not have any conflicts of interest between their duties to YIT and their private interests and/or their other duties. Should any such conflict of interest arise, the matter would be dealt with according to the Finnish Companies Act. There are no family relationships between the members of the Company's Board of Directors or the members of its Group Management Team.

### **Auditors**

Pursuant to Article 7 of the Company's Articles of Association, the Company shall have one auditor that shall be an approved auditing firm. The term of the auditor of the Company shall cover the current financial year at the time of election and expire at the end of the next Annual General Meeting of Shareholders following the beginning of the term.

The consolidated financial statements as at and for the year ended 31 December 2023 have been audited by PricewaterhouseCoopers Oy, Authorised Public Accountants, and have been incorporated by reference into this Listing Prospectus. Authorised Public Accountant Samuli Perälä acted as the principal auditor in the financial year ended 31 December 2023. Samuli Perälä is registered in the register of auditors referred in Section 9 of Chapter 6 of the Auditing Act (1141/2015, as amended).

For the financial year 2024, the Company's Annual General Meeting held on 16 March 2023 elected Ernst & Young Oy, Authorised Public Accountants, as the Company's auditor, with Mikko Ryttilähti, Authorised Public Accountant, as the auditor with principal responsibility. The auditor's term began upon the closing of Annual General Meeting in 2024 and will end upon the closing of the following Annual General Meeting in 2025.

## SHARE CAPITAL AND OWNERSHIP STRUCTURE

As at the date of this Listing Prospectus, the Company's share capital amounts to EUR 149,716,748.22 and the total number of shares in the Issuer is 232,059,853. As at the date of this Listing Prospectus, the Issuer held 1,552,119 of its own shares. The shares in the Issuer have no nominal value. The Issuer has one series of shares with ISIN code FI0009800643. The Issuer's shares are listed on Nasdaq Helsinki. All shares carry one vote and have equal voting rights at the General Meetings of Shareholders. The trading code of the shares in the Issuer is YIT on Nasdaq Helsinki. The shares are issued under Finnish law.

The following table sets forth the five largest shareholders of the Issuer that appeared on the shareholder register maintained by Euroclear Finland as at 31 May 2024:

	<u>Number of shares</u>	<u>Per cent of shares and votes</u>
Tercero Invest AB .....	44,102,500	19.00
PNT Group Oy .....	15,897,799	6.85
Varma Mutual Pension Insurance Company .....	13,195,975	5.69
Conficap Oy .....	10,776,302	4.64
Pentti Heikki Oskari Estate .....	8,301,215	3.58
Other shareholders .....	139,786,062	60.23
Total .....	232,059,853	100.00

To the extent known to the Issuer, the Issuer is not, directly or indirectly, owned or controlled by any one person and the Issuer is not aware of any arrangement relating to the Issuer's ownership, the operation of which may result in a change of control of the Issuer.



## ADDITIONAL INFORMATION

### **Significant Changes in the Issuer's Financial Performance or Position**

There has been no significant change in the YIT's financial performance or position since 31 March 2024, which is the last day of the financial period for which the most recent unaudited interim report of the Issuer has been published.

### **Material Adverse Changes in the Issuer's Prospects**

There has been no material adverse change in the prospects of the Issuer since 31 December 2023, the last day of the financial period in respect of which the most recent audited financial statements of the Issuer have been published.

### **Documents on Display**

For as long as any of the Notes are outstanding, in addition to the documents incorporated to this Listing Prospectus by reference, the articles of association and extract from the Finnish Trade Register are available for viewing at the registered office of the Company located at Panuntie 11, FI-00620 Helsinki, Finland, on weekdays during normal business hours. The documents incorporated to this Listing Prospectus by reference and the articles of association are also available on the Company's website at [www.yitgroup.com/en/corporate-governance](http://www.yitgroup.com/en/corporate-governance) and [www.yitgroup.com/en/investors](http://www.yitgroup.com/en/investors), respectively.

The Issuer publishes annual reports, including audited consolidated financial statements, unaudited quarterly interim financial information and other information as required by the Finnish Securities Markets Act and the rules of Nasdaq Helsinki. All annual reports, interim reports and stock exchange releases are published in Finnish and English. Such information will be available on the Issuer's website at [www.yitgroup.com/en/investors](http://www.yitgroup.com/en/investors).

## DOCUMENTS INCORPORATED BY REFERENCE INTO THIS LISTING PROSPECTUS

The following documents have been incorporated by reference into this Listing Prospectus and form a part of the Listing Prospectus by reference. Should any of the documents incorporated by reference into this Listing Prospectus themselves include sections that have not been incorporated into this Listing Prospectus, such sections are either irrelevant to investors or can be found elsewhere in this Listing Prospectus. The documents incorporated by reference are available on the internet at [www.yitgroup.com/en/investors](http://www.yitgroup.com/en/investors) and at the registered office of the Company located at Panuntie 11, FI-00620 Helsinki, Finland, on weekdays during normal business hours:

- YIT's unaudited consolidated interim report as at and for the three months ended 31 March 2024, including the unaudited comparative financial information for the three months ended 31 March 2023, which is available on the internet at <https://www.yitgroup.com/en/investors/reports-and-releases>.
- YIT's report of the Board of Directors, audited consolidated financial statements, audited parent company's financial statements as at and for the year ended 31 December 2023, and the auditor's report thereto, included on pages 7-159 of the Company's Annual Review 2023, which is available on the internet at <https://www.yitgroup.com/en/investors/reports-and-releases>.