

These terms are translated into English from the original version in Finnish. In the event of any inconsistency between the terms, the terms in Finnish shall prevail.

FINAL TERMS

**for Loan No 4325 A and B
issued under**

**Nordea Bank AB's (publ) and Nordea Bank Finland Plc's
Swedish MTN programme¹**

The terms and conditions of the Loan consist of the MTN programme's Terms and Conditions that entered into force on 29 May 2009, any published Supplemental Prospectuses and these Final Terms. The Terms and Conditions of the Banks' MTN programme are described in the Base Prospectus. Concepts not defined in these Final Terms have the same meanings as in the Terms and Conditions. Should the Terms and Conditions conflict with the Final Terms, the Final Terms are applied.

Complete information on the Issuer and the offer can only be obtained by reading both the Base Prospectus and the Final Terms. The Base Prospectus and the Final Terms are available for viewing at www.nordea.fi/joukkolainat and copies of the Base Prospectus and the Final Terms may be obtained from Nordea Bank Finland Plc, Treasury and Markets, Aleksis Kiven katu 9, Helsinki, Finland, as well as from the places of subscription.

DETAILS OF THE LOAN

Loan type

Index-linked bond 4325 USA-Europe Real Estate Basic and Extra is a bond where the potential yield depends on the performance of a reference asset basket composed of an equity index and an Exchange Traded Fund (ETF). The maturity of the bond is about five years. The Loan is capital-guaranteed on the Redemption Date. The Reference Assets are:

iShares Dow Jones U.S. Real Estate Index Fund (Bloomberg: IYR UP Equity)

iShares Dow Jones U.S. Real Estate Index Fund is a passively managed ETF the performance of which follows the performance of the share prices of real estate companies in the US equity market. The fund invests in the shares of US real estate companies. The companies include holding and development companies and real estate investment trusts (REIT). Further details are available on the Internet at www.ishares.com.

FTSE EPRA/NAREIT Developed Europe Index (Bloomberg: EPRA Index)

FTSE EPRA/NAREIT Developed Europe Index is a capitalisation-weighted euro denominated price index, which is composed of 100 European real estate company shares. The index includes real estate company shares from 15 different countries. Of the Finnish real estate companies Citycon Oyj and Sponda Oyj are included in the index. Further details on the index are available on the Internet at www.ftse.com/indices.

Yield

The potential Yield is paid on the nominal value of each Note on the Redemption Date. The possible Yield

¹ MTN programme reported to the Finnish Financial Supervisory Authority and to the corresponding authorities in Estonia, Latvia and Lithuania from Sweden in accordance with the Prospectus Directive.

accrues from the performance of the basket composed of a share index and an ETF, ie the Yield is based on the relative positive change between the Reference Assets' Initial and Final Price taking into account the loan-specific Participation Rate. The Yield is calculated as follows:

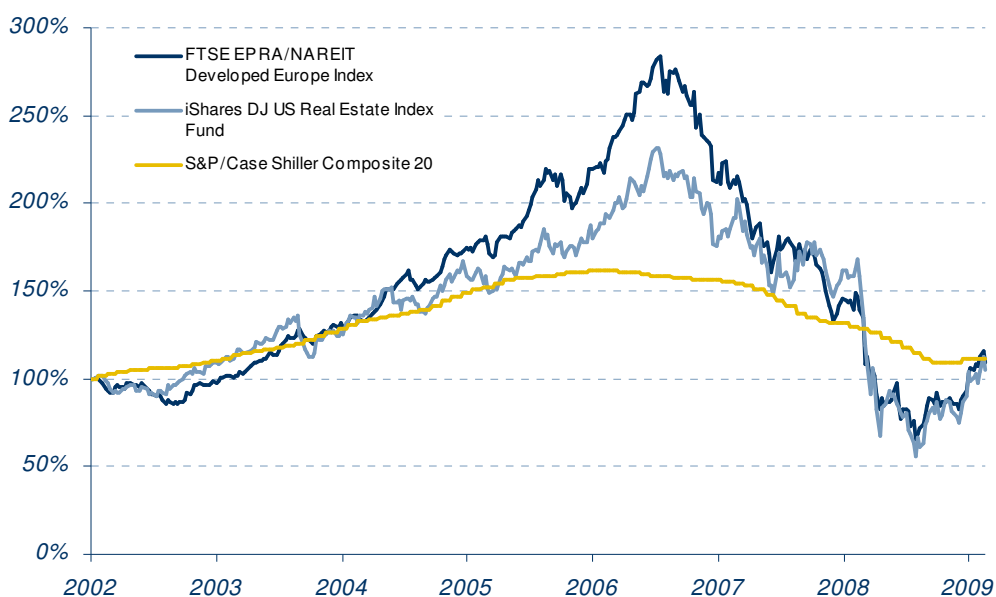
Reference Asset Basket Performance x nominal value of a Note x Participation Rate.

If the Reference Asset Basket Performance is zero or negative, no Yield will accrue on the Loan. If the value of even one share constituting the Reference Asset has decreased, the annual yield is 0%.

Performance of the Reference Assets August 2002–October 2009

The graph also describes the performance of the S&P/Case Shiller Composite 20 index depicting the US real estate prices during the same time period.

Starting level indexed at 100 per cent. Source: Bloomberg.



The presented figures describe previous performance or value and no reliable assumptions on future performance or value can be formed based on them.

Yield table

Change in the ref. asset basket acc. to bond terms	USA-Europe Real Estate Basic		USA-Europe Real Estate Extra	
	Issue price about	Participation rate	Issue price about	Participation rate
	Value at maturity	Yield p.a.	Value at maturity	Yield p.a.
-50%	100%	0.0%	100%	-1.9%
-25%	100%	0.0%	100%	-1.9%
0%	100%	0.0%	100%	-1.9%
25%	118%	3.3%	133%	3.8%
50%	135%	6.2%	165%	8.4%
75%	153%	8.8%	198%	12.4%
100%	170%	11.2%	230%	15.9%

General risks

Investing in the Loan involves certain risks. Investors are asked to read about the risks under “Risk Factors” in the Base Prospectus.

Risks involved in structured MTNs

The creditor’s right to yield depends on the Reference Asset Performance of the Reference Asset Basket and on the performance structure. In addition to the price fluctuations of the Reference Assets, the volatility of the Reference Assets, the correlation between the shares, the market rate and changes in the issuer’s financing cost have an impact on the value. The yield structure of structured MTNs is sometimes complex, and comparison of the Notes with other investment alternatives may be difficult. The yield structure may sometimes include leverage effects so that even small changes in the Reference Asset Performance may have a notable impact on the value and yield of the Notes. Past performance of a corresponding investment is not an indication of future yield.

Additional risks

If the Reference Asset Basket Performance is zero or less, no Yield will accrue on the Loan. In that case, the Redemption Amount equals the nominal value of the Loan, and the investor thus loses an amount corresponding to the difference between the Subscription Price and nominal value.

FINAL TERMS OF THE LOAN

Issuer	Nordea Bank Finland Plc.
Loan	The number of the loan is 4235. The Loan consists of one Series called index-linked bond USA-Europe Real Estate.
Tranche	The Series consists of two Tranches: Basic and Extra.
ISIN code	Basic 4325 A FI4000006663 Extra 4325 B FI4000006671
Subscription	Subscriptions are to be paid upon subscription. The subscription period is 2 November 2009–11 December 2009. The Issuer is entitled to shorten the subscription period. The places of subscription are Nordea Bank Finland Plc branches, Nordea Private Banking and Customer Service with access codes, tel 0200 70 000, Mon–Fri 10.00–16.30 (local network charge/mobile call charge) and Netbank at www.nordea.fi , if the customer uses the portfolio service.
Issue Date	The Issue Date is 2 November 2009. If it is not a Banking Day, the Issue Date is determined according to the Banking Day Convention.
Redemption Date	The Redemption Date is 11 November 2014. If it is not a Banking Day, the Redemption Date is determined according to the Banking Day Convention.
Principal Amount	The estimated total nominal amount of the Loan is EUR 50,000,000 at maximum. The total nominal amount per Tranche is EUR 25,000,000. ²
Redemption Amount	The full nominal amount of the Note is repaid to the holder on the Redemption Date and the potential Yield is paid to the holder on the Redemption Date.
Price of Note	In the Tranche Basic: Variable, ca 100% of the denomination of the Note. In the Tranche Extra: Variable, ca 110% of the denomination of the Note. The price includes a structuring cost; see “Operational information on the Loan and other information” below.
Denomination	The minimum denomination of the Loan is EUR 1,000. The nominal amount of a Note is EUR 1,000.
Currency	Euro (“EUR”).
Ranking of Notes	The Notes rank <i>pari passu</i> with other unsecured receivables of the Issuer.
Type of Notes	The Notes are capital-guaranteed on the Redemption Date. The capital protection excludes the premium, if any.
Yield Structure	A structured MTN. No interest accrues on the principal of the Notes, but potential Yield is paid on the nominal amount of each Note on the Redemption Date.
Reference Assets	The Reference Assets are (all together “Reference Asset Basket”):

² Estimated aggregate nominal value. The issued aggregate nominal amount will be confirmed on 14 December 2009.

iShares Dow Jones U.S. Real Estate ETF (Bloomberg: IYR UP Equity)

FTSE EPRA/NAREIT Developed Europe Index (Bloomberg: EPRA Index)

Yield	Higher of the alternatives below: Reference Asset Basket Performance x nominal amount of Note x Participation Rate or zero.
Participation rate	4325 A: 70% 4325 B: 130%
Performance of Reference Asset Basket	Weight of each Reference Asset x Performance of the Reference Asset.
Reference Asset Weight	The weight of each Reference Asset in the basket is 1/2 (ca 50%).
Performance	(Final Price – Initial Price) / Initial Price
Initial Price	The Closing Price of the Reference Asset on the Starting Date, confirmed by the Issuer.
Starting Date	The Starting Date is 16 December 2009. If it is not an Exchange Day, the Starting Date is determined according to the Exchange Day Convention taking into account possible exceptions caused by a Market Disruption.
Closing Price	The value of the Reference Asset confirmed by the Issuer on the Starting and Closing Dates, when the official Closing Price of the Reference Asset is published.
Closing Date	The Closing Dates are 27 May 2010, 27 November 2010, 27 May 2011, 27 November 2011, 27 May 2012, 27 November 2012, 27 May 2013, 27 November 2013, 27 May 2014, 27 November 2014. If the date is not an Exchange Day, the Closing Date is determined according to the Exchange Day Convention taking into account possible exceptions caused by a Market Disruption.
Final Price	The arithmetic average of the Closing Prices of the Reference Asset on the Closing Dates, confirmed by the Issuer.
Exchange Day	Exchange Day is a day on which the value of all the Reference Assets in the Reference Asset Basket is published and trading can be executed on the relevant Option Exchange or a Forward Exchange, as determined by the Issuer.
Exchange Day Convention	Following Exchange Day. If the value of a Reference Asset cannot be determined on the same Exchange Day as the value of the other Reference Assets due to a Market Disruption, the value of that Reference Asset is postponed to be determined the first day following the day when the value of the Reference Asset is published and trading is possible on the relevant

Option Exchange or Forward Exchange, as determined by the Issuer.

Banking Day	A Banking Day refers to a day when banks are generally open in Finland and when the TARGET system of the European Central Bank is in use.
Banking Day Convention	Following Banking Day.
Exchange	In relation to a Reference Asset, Exchange refers to a securities exchange where such a share is primarily traded at any given time, as determined by the Issuer.
Option or Forward Exchange	An Option Exchange or a Forward Exchange refers (where applicable) to an exchange where the options and forward contracts of the Reference Asset are primarily traded, as determined by the Issuer.
Market Disruption	<p>A Market Disruption relating to the Reference Asset exists when, in the Issuer's opinion, any of the following events occurs:</p> <ol style="list-style-type: none">i. the official closing price of the Reference Asset or its essential component is missing, unavailable or no longer quoted;ii. the composition of the Reference Asset changes or the value of the Reference Asset is no longer published;iii. the relevant Exchange or Option or Forward Exchange is not open for trading during its normal opening hours;iv. trading in the Reference Asset or its essential component ceases, is suspended or materially restricted;v. the possibilities for market participants to trade in the Reference Asset, its essential component or option or forward contracts related to it, or to obtain the market value of the Reference Asset or its essential component from an Exchange, cease, are discontinued or materially deteriorate for any other reason.

In such a case:

- a. The limited opening hours of an Exchange or an Option or Forward Exchange are not considered to constitute a Market Disruption, if the limitation is caused by a public change to the normal opening hours of the said Exchange.
- b. Limitation of trading during any given day constitutes a Market Disruption, if the limitation is due to price increases exceeding the permissible price level of the Exchange or Option or Forward Exchange in question.

If, in the Issuer's opinion, a Market Disruption exists on the Starting or Annual Observation Date, the Starting or Closing Date for the determination of the Initial Price and/or Closing Price is the following Exchange Day on which a Market Disruption does not exist. However, where a Market Disruption exists on eight consecutive Exchange Days that immediately follow the original Starting or Closing Date, the eighth Exchange Day is deemed to be the Starting or Closing Date irrespective of the existence of a Market Disruption. In such a case, the Issuer must

determine the Initial Price and/or Closing Price to be used in calculating the Performance.

Revised Calculation

If the Reference Asset Basket composed of the Reference Assets is changed materially or if the Reference Asset value is no longer calculated or published, the Issuer must replace the Reference Asset with a corresponding alternative when calculating the Performance. If the value of such Replacement Reference Asset is not calculated and published, as determined by the Issuer, or if the calculation method of the Reference Asset or its value changes materially, as determined by the Issuer, the Issuer is entitled to revise the calculation method of the Reference Asset value as it sees fit. The replacement calculation method must be based on the previous composition, calculation and publication of the Reference Asset and reflect them.

If the Issuer considers that replacement of the Reference Asset or adjustment to the applicable calculation method will not lead to a reasonable result, the Issuer may establish the Redemption Amount to be repaid to the Creditors and calculate the potential Additional Amount accrued thus far. After the Issuer has established the Redemption Amount, it must notify the Creditors of this amount. It must also state the interest rate to which the Loan will be tied in the future. The Issuer must pay market interest on the Redemption Amount. Both the Loan and interest will be repaid on the Redemption Date.

In connection with a Revised Calculation, the Issuer has the right to amend the Final Terms as it sees fit.

Adjustment

The Issuer is entitled to rectify the Initial, Final and/or Closing Price of the Reference Asset if the official closing price of the Reference Asset is adjusted during a period (from original publication) that customarily passes between the transaction and payment dates of a spot transaction in the Reference Asset; however, at the latest three Exchange Days after the last Closing Date if such price has been used in determining the Initial, Final or Closing Price.

Special Situations

If a Reference Asset share or a company whose shares are included in the Reference Asset Basket composed of Reference Assets, is subject to, as determined by the Issuer, delisting, nationalisation, bankruptcy, liquidation, corporate restructuring, expropriation, merger, split-up, surrender of business, share exchange, exchange offer, public purchase offer or a similar event, or a share or a Reference Asset Basket composed of Reference Assets is subject to, as determined by the Issuer, a split, rights issue, bonus issue, issue of option rights or convertible bonds, combination, repurchase or other event referred to in the Final Terms, the Issuer has the right to revise the calculation method of the Performance and/or the Reference Asset Basket composed of the Reference Assets, or to replace the Reference Asset with a Replacement Reference Asset in a manner that is, as determined by the Issuer, necessary to arrive at a calculation of the Performance that reflects it and is based on the previous calculation method.

If the Issuer considers that such revisions cannot provide a reasonable result, the Issuer may calculate the Additional Amount prematurely and establish the Redemption Amount. After having established the Redemption Amount, the Issuer must notify the Creditors of the Redemption Amount and the interest rate which the Loan will be tied to in

the future. The Issuer must pay market interest on the Redemption Amount. The Loan and interest are repaid on the Redemption Date.

In connection with Special Situations, the Issuer has the right to amend the Final Terms as it sees fit.

Replacement Reference Asset Replaces the Reference Asset at the Issuer's discretion in accordance with the criteria stated in these Final Terms from the date determined by the Issuer.

Legislative amendment (a) If, as determined by the Issuer, it were illegal, essentially more difficult than before or seriously damaging to the Issuer's reputation to issue or own Structured MTNs, or if it were illegal, essentially more difficult than before or seriously damaging to the Issuer's reputation for the Issuer or another party to own, acquire or sell the Reference Asset or a derivative instrument comparable to the Reference Asset that can be used to hedge the risk related to the Issuer's Loan (such as a share that forms a part of the Reference Asset) due to an amendment to an act, statute, provision or similar or to a decision of the authorities or to their application, or a postponement of payment, currency restriction, confiscation, embargo or boycott concerning a central bank, the Swedish or Finnish State or a supranational corporation, such as the UN or EU, the Issuer may decide to replace the Reference Asset with a Replacement Reference Asset, or alternatively adjust the Additional Amount.

(b) If the Issuer considers that replacement of the Reference Asset or adjustment to the calculation does not lead to a reasonable result, the Issuer may calculate the potential Additional Amount and/or Yield prematurely and establish the Additional Amount. Such premature calculation must be based on the last published value of the Reference Asset. After having established the Additional Amount, the Issuer must notify the Creditors of the Additional Amount and the interest rate which the Loan will be tied to in the future. The Issuer must pay market interest on the Redemption Amount. The Redemption Amount and interest are paid on the Redemption Date.

(c) The Issuer must make all additions and changes to the Final Terms that the Issuer considers necessary in connection with an amendment to law.

Increased risk management costs If the Issuer considers that its costs related to the ownership, acquisition or sale of the Reference Asset or risk management costs would essentially increase due to an amendment to an act, a statute, a provision or similar or to an amendment to a decision of the authorities or to their application, the Issuer may decide to replace the Reference Asset with a Replacement Reference Asset.

If the Issuer considers that replacement of the Reference Asset or adjustment to the calculation does not lead to a reasonable result, the Issuer may calculate the potential Additional Amount prematurely and establish the Additional Amount. Such premature calculation must be based on the last published value of the Reference Asset. After having established the Additional Amount, the Issuer must notify the Creditors of the Additional Amount and the interest rate which the Loan will be tied to in the future. The Issuer must pay market interest on the Redemption Amount. The Redemption Amount and interest are paid on the Redemption Date.

The Issuer must make all the additions and changes to the Final Terms that

it deems necessary in connection with increased risk management costs.

Risk management disruption In order to manage risks, the Issuer must have the possibility to own, possess, acquire, re-establish, replace, cancel and sell the Reference Asset or part of it, to conclude agreements related to the Reference Asset and to make investments related to the Reference Asset. If the Issuer estimates that it does not have any possibility to implement the above matters or despite implementing reasonably required measures it is essentially more difficult than initially, the Issuer may decide to replace the Reference Asset with a Replacement Reference Asset.

If the Issuer considers that replacement of the Reference Asset or adjustment to the calculation does not lead to a reasonable result, the Issuer may calculate the Yield prematurely and establish the Yield. After having established the Yield, the Issuer must notify the Creditors of the amount of the Yield and the interest rate which the Loan will be tied to in the future. The Issuer must pay market interest on the Principal. The Redemption Amount and interest are paid on the Redemption Date.

The Issuer is entitled to make all additions and amendments to the Final Terms that the Issuer considers necessary in connection with a Risk Management Disruption.

Other Terms The modifications in Annex 1 to the Terms and Conditions are applied to this Loan insofar as they concern Notes governed by Finnish law.

Registering securities book-entry Book-entry securities are registered in the book-entry account assigned by the subscriber on the third Banking Day at the latest from the expiry of the subscription period in accordance with the Act on the Book-Entry System and the Act on Book-Entry Accounts and the rules and regulations of Efi. Book-entry securities are not freely transferable until they have been registered in a book-entry account.

Creditor's consent to disclosure of information on itself EFi is under obligation to keep the information on the Creditors secret and hence such information is not available to the Issuer without the Creditor's consent. The Creditor agrees that the Issuer is entitled to receive and EFi upon the Issuer's request to disclose information on the Creditors, including the Creditor's name, contact information and business identity code, if any, for the purpose of giving notifications on the Note.

Secondary market In normal market conditions the Issuer, Nordea Bank Finland Plc, quotes a repurchase price for the Loan. It may be lower or higher than the nominal amount of the Loan.

Licenses Annex A

Applicable law Finnish law

LIABILITY

The Issuer confirms that the above supplementary terms are applicable to the Loan together with the Terms and Conditions, and undertakes to make payments accordingly.

Helsinki, 30 October 2009

NORDEA BANK FINLAND PLC

OPERATIONAL INFORMATION ON THE LOAN AND OTHER INFORMATION

Issuer	Nordea Bank Finland Plc.
Offer	Public offer
Settlement and clearing system	Euroclear Finland Oy (“EFi”)
Official listing	An application will be made for the Notes to be admitted to the official list of NASDAQ OMX Helsinki if the subscribed amount is at least EUR 200,000.
Expenses	The estimated expenses are: EFi: EUR 5,000 and application to NASDAQ OMX Helsinki: EUR 500.
Structuring cost	The structuring cost of the Loan is based on the values of the fixed income and derivative investments included in the Loan on the Valuation Date 28 October 2009. The annual structuring cost is 0.7%, which means a total cost of ca 3.5%. The structuring cost is determined loan by loan. The cost depends, for example, on the market conditions, such as changes in the interest rate level and market volatility. The structuring cost includes all costs incurred by the Issuer from the Loan, such as costs related to the issue, licence, material, marketing, settlement and safe custody. The Issuer does not charge a separate subscription fee or separate custody fees for the Loan. When comparing the costs of different issuers, the investor must pay attention to the varying capacity of the market participants to realise the fixed income and derivative investments included in structured products.
Financing level	The interest rate applied to calculating a zero coupon investment is the 3-month Euribor added with 0.70%.
Cancellation of the issue	The Issuer reserves the right to cancel the issue 1) based on a changed market situation (2) when the total amount of subscriptions remains low (below EUR 2,000,000), OR (3) if something occurs that the Issuer considers might jeopardise the success of the arrangement. If the issue is cancelled, all payments are repaid. In the event of potential cancellation of the issuance, no interest will be paid on the amount refunded.
Conflicts of interest	See section <i>Admission to trading; clearing and settlement</i> in the Base Prospectus. As far as the Issuer knows, no natural person or legal entity has economic interests related to the Loan.
Taxation	According to valid law, the potential Additional Amount paid to natural persons with unlimited tax liability in Finland and Finnish death estates on notes issued to the public in Finland constitutes income as referred to in the Act on Withholding Tax on Interest Income. Any income corresponding to the potential Additional Amount received in secondary-market transactions constitutes capital income as referred to in the Income Tax Act. For corporations or consortiums the potential Additional Amount is regular taxable income subject to the exceptions concerning tax exemption of non-profit corporations.

This description does not include tax advice. The description is not exhaustive; it is meant as general information on certain valid regulations. The Creditor should evaluate the possible taxation consequences and turn to a tax adviser.

ANNEX A

LICENCE

Under the licence agreements Nordea Bank Finland Plc has the right to use the index below in connection with the issue of this Loan. According to the licence agreement, Nordea Bank Finland Plc must include the following text in these Final Terms of the Loan.

"Dow Jones®", and "Dow Jones U.S. Real Estate Index FundSM" are service marks of Dow Jones & Company, Inc. and have been licensed for use for certain purposes by Nordea Bank Finland Plc. The issued bonds (Products) are not sponsored, endorsed, sold or promoted by Dow Jones. Dow Jones makes no representation or warranty, express or implied, to the owners of the Product(s) or any member of the public regarding the advisability of investing in securities generally or in the Product(s) particularly. Dow Jones' only relationship to the Licensee is the licensing of certain trademarks, trade names and service marks of Dow Jones and of the Dow Jones U.S. Real Estate Index FundSM, which is determined, composed and calculated by Dow Jones without regard to Nordea Bank Finland Plc or the Products. Dow Jones has no obligation to take the needs of Nordea Bank Finland Plc or the owners of the Products into consideration in determining, composing or calculating Dow Jones U.S. Real Estate Index FundSM. Dow Jones is not responsible for and has not participated in the determination of the timing of, prices at, or quantities of the Products to be issued or in the determination or calculation of the equation by which the Products are to be converted into cash. Dow Jones has no obligation or liability in connection with the administration, marketing or trading of the Products.

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