

#### **FINAL TERMS**

OF

**FIXED INTEREST RATE** 

NON-CALLABLE

**MORTGAGE BONDS** 

**ISSUED BY** 

NORDEA KREDIT REALKREDITAKTIESELSKAB

CAPITAL CENTRE 1 ("Nordea Kredit")

These final terms (the "Final Terms") apply to fixed interest rate non-callable mortgage bonds issued by Nordea Kredit in accordance with Nordea Kredit's base prospectus for mortgage bonds issued in capital centre 1 dated 14 February 2014 and any prospectus supplements to this base prospectus (collectively the "Base Prospectus"). The Final Terms solely relate to the ISIN codes set out in the tables below (the "Mortgage bonds").

Nordea Kredit hereby declares that:

• The Final Terms have been prepared in accordance with

section 18 of the Danish Executive Order on

Prospectuses for Securities Admitted to Trading on a Regulated Market and for Offers to the Public of Securities of more than EUR 5,000,000 and must be

read in conjunction with the Base Prospectus.

The Base Prospectus has been published electronically on Nordea Kredit's website www.nordeakredit.dk and

on Nordea Kredit's website www.nordeakredit.dk and the Danish Financial Supervisory Authority's website www.finanstilsynet.dk as well as on the NASDAQ

OMX Copenhagen A/S website www.nasdaqomxnordic.com.

• For the full information investors must read both the

Base Prospectus and the Final Terms.

• The summary for this specific issue is attached as an

appendix to these Final Terms.

**Yield:** The method for calculation of the yield is described on page 20

of the Base Prospectus.

**Accrued interest:** Accrued interest from the latest payment date to the date of

purchase must be paid by the investors.

**Dealing arrangements:** Nordea Kredit has not entered into agreements with any entity

on quoting bid and offer prices for the Mortgage bonds.

Information about prices and outstanding volume of

mortgage bonds:

Prices and the outstanding volume of mortgage bonds are published on a current basis on the NASDAQ OMX Copenhagen A/S website: www.nasdaqomxnordic.com.

**Conflicts of interest:** Nordea Kredit is not aware of any conflicts of interest that are

material to Nordea Kredit in connection with the offer of the

Mortgage bonds.

The Mortgage bonds are issued in capital centre 1. They have fixed interest rates and are non-callable.

### **Tables:**

#### Table 1

ISIN-Code	Coupon rate	Currency	Opening date	Closing date	Maturity date
DK000201405-9	4%	DKK	01-12-2004	31-12-2007	01-01-2016
DK000201588-2	4%	DKK	01-12-2005	31-12-2007	01-01-2017
DK000201669-0	4%	DKK	05-12-2006	31-12-2007	01-01-2018
DK000201413-3	4%	EUR	01-12-2004	31-12-2007	01-01-2016
DK000201596-5	4%	EUR	01-12-2005	31-12-2007	01-01-2017

#### Table 2

ISIN-Code	Number of annual payment dates	Payment periods	Day count convention	Payment days	Subj. to prov. on reg. of refinancing risk
DK000201405-9	1	1/1-31/12	Actual/actual (fixed fraction)	Danish bank business days	No
DK000201588-2	1	1/1-31/12	Actual/actual (fixed fraction)	Danish bank business days	No
DK000201669-0	1	1/1-31/12	Actual/actual (fixed fraction)	Danish bank business days	No
DK000201413-3	1	1/1-31/12	Actual/actual (fixed fraction)	Danish bank business days	No
DK000201596-5	1	1/1-31/12	Actual/actual (fixed fraction)	Danish bank business days	No

Table 3

ISIN-code	Amortisation profile - underlying loans	IO option	Redemption price
DK000201405-9	Annuity	No	100 (At par)
DK000201588-2	Annuity	No	100 (At par)
DK000201669-0	Annuity	No	100 (At par)
DK000201413-3	Annuity	No	100 (At par)
DK000201596-5	Annuity	No	100 (At par)

#### Table 4

ISIN-code	Credit rating	Denomination	Settlement	Place of listing	Place of registration
DK000201405-9	Aaa /AAA	0.01 DKK	Normally 2 business days	NASDAQ OMX Copenhagen A/S	VP SECURITIES A/S
DK000201588-2	Aaa /AAA	0.01 DKK	Normally 2 business days	NASDAQ OMX Copenhagen A/S	VP SECURITIES A/S
DK000201669-0	Aaa /AAA	0.01 DKK	Normally 2 business days	NASDAQ OMX Copenhagen A/S	VP SECURITIES A/S
DK000201413-3	Aaa /AAA	0.01 EUR	Normally 2 business days	NASDAQ OMX Copenhagen A/S	VP SECURITIES A/S
DK000201596-5	Aaa /AAA	0.01 EUR	Normally 2 business days	NASDAQ OMX Copenhagen A/S	VP SECURITIES A/S

#### **Summary**

This summary should be read solely as an introduction to this base prospectus, and any decision to invest in the specific mortgage bonds should be based on this base prospectus in its entirety.

The summary is constructed on the basis of a number of disclosure requirements known as "Elements". The Elements are numbered in sections A-E.

This summary contains all the Elements required for this type of securities and issuer. As not all Elements are required to be included, there may be gaps in the numbering sequence of the Elements.

Even though an Element is required to be inserted in the summary because of the type of securities and issuer, it is possible that no relevant information can be given regarding the Element. In that case a short description of the Element is included in the summary with the words "Not applicable".

Section	Section A – Introduction and warnings		
A.1	Warnings	Nordea Kredit Realkreditaktieselskab ("Nordea Kredit") notifies prospective investors that:	
		• this summary should be read as an introduction to this base prospectus;	
		any decision by the investor to invest in the mortgage bonds should be based on consideration of this base prospectus in its entirety;	
		• where a claim relating to the information contained in this base 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 this base prospectus before the legal proceedings are initiated; and	
		• civil liability attaches only to those persons who have tabled the summary or any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of this base prospectus or it does not provide, when read together with the other parts of this base prospectus, key information in order to aid investors when considering whether to invest in such mortgage bonds.	
A.2	Use of the base prospectus by financial intermediaries	Nordea Kredit provides its consent to the use of this base prospectus for subsequent resale or final placement of mortgage bonds issued in accordance with this base prospectus by financial intermediaries which have been so authorised by Nordea Kredit.	
		Nordea Bank Danmark A/S, Strandgade 3, 1401 Copenhagen K, Denmark, has been authorised to use this base prospectus for offers in Denmark.	

Subsequent resale or final placement of the mortgage bonds issued in accordance with this base prospectus by financial intermediaries can be made as long as this base prospectus is valid. The above consent to use this base prospectus will remain in force as long as this base prospectus is valid.
If a financial intermediary uses this base prospectus to make an offer of mortgage bonds issued in accordance with this base prospectus, the financial intermediary will provide information on the terms and conditions of the offer at the time the offer is made.

Sectio	n B – Issuer and g	uarantor
B.1	Legal and commercial names of the issuer	The name of the issuer is Nordea Kredit Realkreditaktieselskab.  The commercial names of the issuer are Nordea Realkredit A/S, Nordea Realkreditaktieselskab and Unikredit Realkreditaktieselskab.
B.2	Domicile and legal form of the issuer, the legislation under which the issuer operates and its country of incorporation	Nordea Kredit is domiciled at Trommesalen 4, 1614 Copenhagen V, Denmark.  Nordea Kredit is a public limited company registered in Denmark and is subject to Danish legislation.
B.4b	Any known trends affecting the issuer and the industries in which the issuer operates	Not applicable. Nordea Kredit has not identified any such trends.
B.5	Description of the group and the issuer's position within the group	Nordea Kredit is a wholly owned subsidiary of Nordea Bank Danmark A/S, which is a wholly owned subsidiary of the Nordea Group's Swedish parent company Nordea Bank AB (publ).
B.9	Profit forecast or estimate	Not applicable. Current profit forecasts and estimates for Nordea Kredit are not deemed to have any significant effect on the assessment of the mortgage bonds offered and are therefore not included in this base prospectus.

# B.10 Nature of any qualifications in the audit report on historical financial information

Not applicable. The auditors have not made any such qualifications.

## B.12 Selected historical financial information

Income, profit and business volumes, main items (DKKm)	2014	2013
Net interest and fee income	2.066	1.760
Staff costs and administrative expenses	201	210
Net loan losses	366	390
Profit before tax	1.775	1.383
Net profit for the year/period	1.340	1.037
Loans to credit institutions and central banks	70.462	52.873
Loans and receivables at fair value	381.056	363.749
Deposits by credit institutions and central banks	42.250	46.470
Bonds in issue at fair value	387.106	349.074
Total equity	18.838	17.498
Total assets	451.927	417.038
Ratios and key figures		
Return on equity	7,4	6.1
Cost/income ratio	8,6	10.8
Total capital ratio, excl. transition rules	28,6	16,4
Tier 1 capital ratio, excl. transition rules	28,6	16,4
Tier 1 capital, DKKm	18.600	14.752
Risk exposure amount, excl. transition rules, DKKm	64.927	89.994
Number of employees (full-time equivalkents)	114	125

There has been no material adverse change in the prospects of Nordea Kredit since the date of its last published audited financial statements.

There has been no significant change in the financial or trading position subsequent to the period covered by the historical financial information.

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B.13	Any recent events particular to the issuer which are to a material extent relevant to the evaluation of the issuer's solvency	Not applicable. In the opinion of Nordea Kredit, no such events have occurred.
B.14	Dependency on other entities within the group	The business activities of Nordea Kredit are closely tied to Nordea Bank Danmark A/S. Nordea Kredit's mortgage loans are provided via Nordea Bank Danmark A/S's branches, and Nordea Kredit makes use of IT systems and solutions developed by Nordea Bank Danmark A/S.
		Bond issuance and sales as well as investment of the capital base are performed in close collaboration with entities of Nordea Bank Danmark A/S. In addition, Nordea Bank Danmark A/S and Nordea Kredit have a number of joint staff functions and some functions are performed at Nordea Group level.
B.15	Description of the issuer's principal activities	Nordea Kredit carries on all types of mortgage activity and any other activities considered ancillary to the company's mortgage activity within the framework of the mortgage legislation applicable from time to time.
		Nordea Kredit solely grants loans for properties in Denmark except for the Faeroe Islands and Greenland. Loans are granted for all property categories except for subsidised housing construction. Except as set out above, there are no lending restrictions with respect to specific geographical areas or in relation to the total volume of loans to one or several segments.
B.16	Ownership	Nordea Kredit is wholly owned by Nordea Bank Danmark A/S.
B.17	Credit ratings	Mortgage bonds issued by Nordea Kredit have been assigned the highest credit ratings, Aaa and AAA, by Moody's and Standard & Poor's, respectively. In the event that this should change, information to this effect will be provided in a supplement to this base prospectus and stated in the final terms of the specific mortgage bonds and the summary appended thereto.
Section	on C – Securities	
C.1	Type and class of securities	Mortgage bonds, see the Danish Mortgage-Credit Loans and Mortgage-Credit Bonds etc Act.
		ISIN codes will be stated in the final terms of the specific mortgage bonds and the summary of the specific mortgage bonds appended thereto.
C.2	Currency	The mortgage bonds are denominated in Danish kroner (DKK) and euro (EUR). The currency used for mortgage bonds comprised by this base prospectus will be stated in the final terms of the specific mortgage bonds and the summary of the specific mortgage bonds

the free transferability of the securities  Nordea Kredit or financial intermediaries will not arrange any publi offer of the mortgage bonds in any country outside Denmark where special action would be required to arrange a public offer. The mortgage bonds may only be resold under circumstances where there is no requirement to publish a prospectus in another country but Denmark. All persons into whose possession this base prospectus and/or the final terms of the specific mortgage bonds come are required to comply with all relevant laws and other regulations applicable in the country where they buy or sell the mortgage bonds for their own account.  The mortgage bonds are non-callable by bondholders throughout the life of the bonds.  In the event of Nordea Kredit's bankruptcy, the holders of the mortgage bonds have a preferential position in the institution's general reserves. In the event of bankruptcy, the normal payments to the holders of the bonds will as far as possible be continued prior to the final settlement of the bankruptcy estate in accordance with the provisions of the Danish Mortgage-Credit Loans and Mortgage-Credit Bonds etc Act.  Claims for payment of interest are time-barred three years after the due date of payment, and claims for payment of the principal are time-barred ten years after the due date of payment in accordance with the Danish Limitation Act.  Interest rate and  Interest rate a fixed rate is payable on the mortgage bonds until			appended thereto.
offer of the mortgage bonds in any country outside Denmark where special action would be required to arrange a public offer. The mortgage bonds may only be resold under circumstances where their is no requirement to publish a prospectus in another country but Denmark. All persons into whose possession this base prospectus and/or the final terms of the specific mortgage bonds come are required to comply with all relevant laws and other regulations applicable in the country where they buy or sell the mortgage bonds for their own account.  C.8 Description of rights attached to the securities  In the mortgage bonds are non-callable by bondholders throughout the life of the bonds.  In the event of Nordea Kredit's bankruptcy, the holders of the mortgage bonds have a preferential position in the institution's general reserves. In the event of bankruptcy, the normal payments to the holders of the bonds will as far as possible be continued prior to the final settlement of the bankruptcy estate in accordance with the provisions of the Danish Mortgage-Credit Loans and Mortgage-Credit Bonds etc Act.  Claims for payment of interest are time-barred three years after the due date of payment, and claims for payment of the principal are time-barred ten years after the due date of payment in accordance with the Danish Limitation Act.  C.9 Interest rate and Interest at a fixed rate is payable on the mortgage bonds until	C.5	the free transferability of	The mortgage bonds are freely transferable during as well as after the opening period, although they may not be offered, sold or delivered within the United States or to US legal persons.
special action would be required to arrange a public offer. The mortgage bonds may only be resold under circumstances where their is no requirement to publish a prospectus in another country but Denmark. All persons into whose possession this base prospectus and/or the final terms of the specific mortgage bonds come are required to comply with all relevant laws and other regulations applicable in the country where they buy or sell the mortgage bonds for their own account.  C.8 Description of rights attached to the securities  In the event of Nordea Kredit's bankruptcy, the holders of the mortgage bonds have a preferential position in the institution's general reserves. In the event of bankruptcy, the normal payments to the holders of the bonds will as far as possible be continued prior to the final settlement of the bankruptcy estate in accordance with the provisions of the Danish Mortgage-Credit Loans and Mortgage-Credit Bonds etc Act.  Claims for payment of interest are time-barred three years after the due date of payment, and claims for payment of the principal are time-barred ten years after the due date of payment in accordance with the Danish Limitation Act.  C.9 Interest rate and Interest at a fixed rate is payable on the mortgage bonds until			Nordea Kredit or financial intermediaries will not arrange any public
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C.9 Interest rate and Interest at a fixed rate is payable on the mortgage bonds until			due date of payment, and claims for payment of the principal are time-barred ten years after the due date of payment in accordance
representation specific mortgage bonds and the summary of the specific mortgage bonds appended thereto.	C.9	investor	Interest at a fixed rate is payable on the mortgage bonds until redemption. The interest terms will be stated in the final terms of the specific mortgage bonds and the summary of the specific mortgage
The mortgage bonds do not have any investor representation.			The mortgage bonds do not have any investor representation.
C.10 Derivative component in the interest payment Not applicable. There are no embedded derivative components in the interest payment.	C.10	component in the interest	Not applicable. There are no embedded derivative components in the interest payment.
C.11 Admission to trading in a regulated market or other  Nordea Kredit will apply for admission to trading and official listing on NASDAQ OMX Copenhagen A/S of the mortgage bonds issued in accordance with this base prospectus. Nordea Kredit may decide apply for admission to trading and official listing on other regulated	C.11	Admission to trading in a regulated market or other equivalent	
		I	
Section D – Risks			
D.2   Key information   The activities of Nordea Kredit are associated with a number of risk	D.2	Key information	The activities of Nordea Kredit are associated with a number of risks.

	on the key risks specific to the issuer	If these risks are not handled, Nordea Kredit may suffer financial losses or sanctions imposed by the authorities and Nordea Kredit's reputation may be damaged. Nordea Kredit has identified the following types of risks:  • risks relating to Denmark and the Danish market for mortgage loans;  • credit risks;  • interest rate risks;  • liquidity risks;  • currency risks;  • operational risks;  • dependency on Nordea Bank Danmark A/S and the Nordea Group – joint staff functions etc;  • amendments to legislation and rules or changes to regulatory practice;  • the bankruptcy or restructuring of Nordea Kredit;  • counterparty risk.  Investors must read the full description of the key risks in this base prospectus.
D.3	Key information on the key risks specific to the mortgage bonds issued	Investment in mortgage bonds is associated with a number of risks, including:      market risks;     liquidity risks;     credit rating changes;     amended legislation;     Foreign Account Tax Compliance Act (FATCA) and other withholding tax.
		Investors must read the full description of the key risks in this base prospectus.
_	on E – Offer	
E.2b	Reasons for the offer and use of proceeds when different from making profit and/or hedging certain risks	The proceeds from the issues will be used to finance mortgage lending secured by mortgages on property or lending to public authorities granted by Nordea Kredit.
E.3	Description of the terms and conditions of the offer	During the opening period of the mortgage bonds, the bonds may be sold in the market through tap issues, auctions, pre-issues or block issues. The price will change during the life of the mortgage bonds.  There is no right of cancellation when purchasing mortgage bonds.
		The final issuance requirement for the individual mortgage bonds is not known until the closing of an ISIN code. There is no method for reducing subscriptions or repaying surplus amounts. The minimum

		subscription amount is the denomination of the mortgage bonds.  Transactions in mortgage bonds admitted to trading on a regulated market are published in accordance with rules laid down pursuant to
		the Danish Securities Trading etc Act. No investors have any pre- emptive right to purchase the mortgage bonds.
		Auctions held via NASDAQ OMX Copenhagen A/S's systems are open only to members of NASDAQ OMX Copenhagen A/S. Other investors may participate through the submission of bids via a member.
		Additional terms and condition of the offer will be stated in the final terms of the specific mortgage bonds and the summary of the specific
		mortgage bonds appended thereto.
E.4	Description of any interest material to the	Nordea Kredit is not aware of any interests or conflicting interests that are material to Nordea Kredit.
	issue/offer,	Any future interests or conflicting interests material to Nordea Kredit
	including	will be stated in the final terms of the specific mortgage bonds and
	conflicting	the summary of the specific mortgage bonds appended thereto.
	interests	
E.7	Estimated	Not applicable. No special expenses are charged to buyers of
	expenses	mortgage bonds upon purchase.
	charged to	
	investor	

The template for these Final Terms were last	approved by Nordea Kredit on 11 August, 2015
Nordea Kredit Realkreditaktieselskab:	
Name: Charlotte Gullak Christensen	Name: Claus H. Greve
Position: Chief executive officer	Position: Deputy CEO