

To NASDAQ OMX Copenhagen A/S

Nykredit Realkredit A/S publishes supplement to prospectus for the offering of SDOs in Capital Centre H

14 March 2014

Nykredit Realkredit A/S publishes supplement to prospectus for the offering of SDOs in connection with amendments to the Danish Mortgage-Credit Loans and Mortgage-Credit Bonds etc. Act coming into force on 1 April 2014.

The supplement is available for download in Danish or English at nykredit.com. In the event of discrepancies between the original Danish text and the English translation, the Danish text shall prevail.

Questions may be addressed to Nels Petersen, Head of Corporate Communications, tel +45 44 55 14 70 / +45 20 22 22 72.

Yours sincerely
Nykredit Realkredit A/S

Supplement no 12 to prospectus of 18 August 2011 for the offering of SDOs in Nykredit Realkredit A/S

This supplement to prospectus for the offering of SDOs in Nykredit Realkredit A/S in Capital Centre H is published in connection with amendments to the Danish Mortgage-Credit Loans and Mortgage-Credit Bonds etc. Act.

Part II "Risk factors" of the prospectus has been amended as follows:

In paragraph 5.3. "Nykredit's Capital Centre H", the last section but two *"The trustee may issue bonds to replace maturing bonds in the series concerned for the purpose of refinancing. The same applies under reconstruction"* has been deleted and replaced by:

"The trustee may issue refinancing bonds for the sole purpose of refinancing maturing bonds in the series concerned. The same applies under reconstruction. The issuance of a bankruptcy order or the commencement of reconstruction proceedings does not per se imply that payments on maturing bonds are not made as they fall due. Maturing bonds to be refinanced for the purpose of the continued funding of a mortgage loan the term of which exceeds the maturity of the bonds may be extended by 12 months at a time if the trustee or the reconstruction administrator deems that there are insufficient takers for the refinancing bonds. The trustee or the reconstruction administrator fixes the interest rate of the extended bonds at a 1-year key reference rate (eg Cita) in the same currency as the extended bonds plus up to 5 percentage points. This may continue throughout the remaining term of the mortgage loan. The trustee or the reconstruction administrator may redeem the bonds at par. Refinancing bonds cannot be issued under this prospectus."

The following new paragraph 10 has been inserted:

"10. Risk relating to statutory refinancing"

As from 1 April 2014, the Danish Mortgage-Credit Loans and Mortgage-Credit Bonds etc. Act will contain rules governing two very special situations involving bonds with maturities of up to 12 months at the time of refinancing where the term of a mortgage loan is longer than the maturity of the underlying bonds:

1) If the effective loan rate upon refinancing will be more than 5 percentage points higher than the effective loan rate fixed at the refinancing the year before, Nykredit will extend the maturity of the underlying bonds by 12 months ("interest rate trigger"). The interest rate of bonds so extended will be the yield-to-maturity of the bonds at the most recent refinancing plus 5 percentage points.

2) If there are insufficient takers for all new bonds necessary to redeem all the existing bonds, Nykredit will extend the maturity of the existing bonds by 12 months at a time until refinancing is possible with sufficient takers for all the requisite new bonds ("failed refinancing trigger"). The interest rate of bonds so extended will be the yield-to-maturity of the bonds at the most recent refinancing plus 5 percentage points. In case of additional extensions, this interest rate will continue to apply.

Such maturity extension and interest rate fixing will not constitute breach on the part of Nykredit, and bondholders will have no remedies for breach in the event of activation of the interest rate or failed refinancing trigger."

Part III "Information about Nykredit" of the prospectus has been amended as follows:

In paragraph 1.1. – "Executive Board", "*Per Ladegaard (Group Managing Director)*" and "*Karsten Knudsen (Group Managing Director)*" have been deleted. Until further notice, the Executive Board will consist of four persons, but it is expected that a fifth Group Managing Director will be appointed in the course of 2014.

Section IV "Bond information" of the prospectus has been amended as follows:

In paragraph 4 "Information concerning the securities offered/admitted to trading", subparagraph 4.7 has been deleted and replaced by:

"The nominal interest rate and the provisions governing interest payments, including provisions governing interest rate fixing in connection with statutory refinancing, appear from the final bond terms. Nykredit's refinancing schedules will state the interest rate trigger for each ISIN. If the interest rate or failed refinancing trigger is activated, Nykredit will notify the market thereof as soon as possible and by the date stipulated by applicable legislation at the latest."

In paragraph 4 "Information about the securities offered or admitted to listing", subparagraph 4.8 has been deleted and replaced by:

"The maturity date, loan settlement provisions and repayment and prepayment terms, including provisions governing maturity extension in connection with statutory refinancing, appear from the final bond terms."

List of documents referred to in prospectus for the offering of SDOs in Nykredit Realkredit A/S

Appendices A and C have been updated and attached to this supplement.

Statement

We declare that we have used our best endeavours to ensure that the information contained in this prospectus is consistent with the facts to the best of our knowledge and belief, that nothing has been omitted which is likely to affect its contents, and that all relevant information contained in the minutes of the Board of Directors, auditors' records and other internal documents has been included in the prospectus.

This supplement (including the statement contained herein) is hereby signed on behalf of Nykredit's Management by special authority from Nykredit's Board of Directors:

Copenhagen, 14 March 2014

Michael Rasmussen
Group Chief Executive

Søren Holm
Group Managing Director

Appendix A:

HISTORICAL FINANCIAL INFORMATION REFERRED TO IN THE PROSPECTUS

- Annual Report 2009 of the Nykredit Realkredit Group
- Annual Report 2010 of the Nykredit Realkredit Group
- H1 Interim Report 2011 of the Nykredit Realkredit Group
- Q1-Q3 Interim Report 2011 of the Nykredit Realkredit Group
- Annual Report 2011 of the Nykredit Realkredit Group
- Annual Report 2012 of the Nykredit Realkredit Group

DOCUMENTS REFERRED TO IN THE PROSPECTUS

Reports

- Annual Report 2012 of the Nykredit Realkredit Group
- Annual Report 2013 of the Nykredit Realkredit Group

STOCK EXCHANGE ANNOUNCEMENTS REFERRED TO IN THE PROSPECTUS OR BY WHICH A SUPPLEMENT TO THE PROSPECTUS HAS BEEN PUBLISHED

Stock exchange announcements

- Stock exchange announcement dated 21 June 2011 of Nykredit Realkredit A/S
- Stock exchange announcement dated 2 September 2011 concerning addendum no 1 to prospectus for the offering of SDOs in Capital Centre H
- Stock exchange announcement dated 5 September 2011 concerning addendum no 2 to prospectus for the offering of SDOs in Capital Centre H
- Stock exchange announcement dated 10 November 2011 concerning addendum no 3 to prospectus for the offering of SDOs in Capital Centre H
- Stock exchange announcement dated 2 December 2011 concerning addendum no 4 to prospectus for the offering of SDOs in Capital Centre H
- Stock exchange announcement dated 9 February 2012 concerning addendum no 5 to prospectus for the offering of SDOs in Capital Centre H
- Stock exchange announcement dated 13 April 2012 concerning addendum no 6 to prospectus for the offering of SDOs in Capital Centre H
- Stock exchange announcement dated 23 August 2012 concerning addendum no 7 to prospectus for the offering of SDOs in Capital Centre H
- Stock exchange announcement dated 12 November 2012 concerning addendum no 8 to prospectus for the offering of SDOs in Capital Centre H
- Stock exchange announcement dated 7 January 2013 concerning addendum no 9 to prospectus for the offering of SDOs in Capital Centre H
- Stock exchange announcement dated 7 February 2013 concerning addendum no 10 to prospectus for the offering of SDOs in Capital Centre H
- Stock exchange announcement dated 6 February 2014 concerning addendum no 11 to prospectus for the offering of SDOs in Capital Centre H
- Stock exchange announcement dated 14 February 2014 concerning supplement no 12 to prospectus for the offering of SDOs in Capital Centre H

Appendix C: Draft final bond terms

Issuer and liability

Article 1

The bonds are issued by Nykredit Realkredit A/S ("Nykredit").

The bonds are issued through Capital Centre H in jointly liable series with a joint series reserve fund, and they are subject to a basic prospectus for SDOs dated 18 August 2011 and subsequent supplements.

Nykredit and the series of Capital Centre H are liable for obligations under the bonds in compliance with the rules set out in the Danish Mortgage-Credit Loans and Mortgage-Credit Bonds etc. Act.

Series

Article 2

Bonds issued subject to these terms are divided into series.

These terms apply to fixed-rate non-callable bonds the amortisation of which is independent of payments on the underlying loans in series [XXH].

ISINs

Article 3

Bonds issued in a series are divided into one or more ISINs.

Within the same ISIN, the bonds have the same

- ISIN,
- series code,
- opening date,
- closing date,
- maturity date,
- denomination currency,
- interest rate,
- amortisation profile,
- annual number of payment dates,
- payment period(s),
- day count convention,
- denomination,

- settlement days.

Furthermore, it appears from the terms whether the bonds of the same ISIN

- are exempt from Nykredit's limitation of any inappropriate impact on the prepayment risk (par agreement),
- are registered with
 - VP SECURITIES A/S with a view to becoming eligible as collateral for monetary-policy loans with Danmarks Nationalbank, or
 - VP LUX S.à.r.l. with a view to becoming eligible as collateral for monetary-policy loans with the European Central Bank or Danmarks Nationalbank,
- have been admitted to trading (listed) on one or more regulated markets for securities trading.

Purpose of the bonds

Article 4

The bonds are issued to fund lending

- granted or acquired by Nykredit or a mortgage bank subsidiary of Nykredit against mortgages on real estate,
- not secured by mortgages on real estate granted to public authorities or against guarantees issued by a public authority whereby the authority assumes primary liability,
- to credit institutions or guaranteed by credit institutions within the framework of current legislation, or
- a combination thereof.

Issuance, maturity and opening period of the bonds

Article 5

The bonds are issued in connection with the granting of loans, but may also be pre-issued or issued in connection with the conclusion of fixed-price agreements with borrowers.

The issuance of bonds has commenced with a view to funding loans disbursed from 22 August 2011.

The bonds may be issued with maturities of up to 35 years.

The maturity date of the bonds and the last date of issuance (closing date) of an ISIN is fixed upon commencement of issuance of bonds of the same ISIN.

The period from the first date of issuance (opening date) until the last date of issuance (closing date) of an ISIN constitutes the maximum opening period of the ISIN concerned.

However, during the opening period of an ISIN, Nykredit may decide to temporarily close the ISIN for issuance and/or bring forward the closing date.

Currency

Article 6

Bonds of the same ISIN may be denominated in one of the following currencies:

- Danish kroner (DKK)
- Euro (EUR)
- Swedish kronor (SEK)

To be effective, all payments on the bonds including interest, principal payments and prepayment amounts must be made in the denomination currency. The bonds and thus also the currency of the bonds as well as all payments thereunder shall at any time be governed by the rules provided by the EU as well as Danish legislation. Such regulation may affect the bonds and their relationship with other currencies.

Interest

Article 7

The bonds are issued carrying a fixed coupon rate.

Amortisation

Article 8

The bonds are

- bullet bonds,

- amortised according to the annuity principle,
- amortised according to the serial principle, or
- a combination thereof.

There is no direct correlation between the amortisation of the bonds (redemption or cancellation) and the ordinary mortgage payments or prepayment of the loans funded by the bonds.

The bonds are non-callable.

The bonds are amortised in accordance with the pre-determined amortisation profile by redemption at par upon drawing and/or at maturity of the bonds.

Redemptions will be disbursed on the coupon payment dates.

Payment dates

Article 9

Bonds of the same ISIN may have 12, 4, 2, 1 or another number of annual payment dates.

The interest is paid on a proportionate basis on each payment date according to a specified convention (day count convention).

Bonds of the same ISIN pay interest on each payment date according to one of the following day count conventions:

- *Actual/actual (fixed fraction);*
Interest is paid on a proportionate basis on each payment date according to the number of annual payment dates, ie the coupon interest on each payment date corresponds to the interest divided by the annual number of payment dates.
- *Actual/360;*
Interest is paid on each payment date according to the actual number of days in the payment period relative to 360 days, ie the coupon interest on each payment date corresponds to the interest

multiplied by the actual number of days in the payment period divided by 360.

Interest payments fall due on the first calendar day of a given month following the end of a payment period. On the opening of new ISINs, Nykredit may fix due dates other than the first calendar day of a given month.

Addition and accrual of interest may be adjusted as a result of changes in market conventions.

Payments

Article 10

Nykredit pays interest and redemption amounts to bondholders by transferring the amounts on the due date to the accounts with banks, paying agents, securities dealers, etc indicated by the account controller to a securities depository and/or clearing bank.

If the due date is not a banking day, payment will be deferred to the next succeeding banking day.

Banking days are defined in Article 17.

Bondholders are not entitled to interest or any other amounts based on such deferred payment or the validation rules of the account controller.

Callability

Article 11

The bonds are non-callable by bondholders.

Negotiability, registration, denomination and listing

Article 12

The bonds are negotiable instruments of debt issued in bulk. The bonds cannot be registered in the name of the holder.

The bonds are registered with a securities depository established in accordance with the Danish Securities Trading Act or EU legislation.

The bonds are issued in denominations specified by Nykredit at the time of issuance. Nykredit may subsequently change the denominations.

Nykredit may have the bonds admitted to trading (listing) on one or more domestic or foreign regulated markets for securities trading.

Tax

Article 13

Taxation of investors who are subject to full tax liability in Denmark:

Any interest income and capital gains from bonds held by private individuals are taxable, whereas any capital loss is tax-deductible. Any gains or losses on such bonds are subject to the de minimis threshold of DKK 2,000 specified in section 14 of the Danish Gains on Securities and Foreign Currency Act. Taxation or tax deduction takes place in the year when such gain or loss is realised and affects capital income. Interest income is taxed at the due date.

Interest due and possession, redemption and transfer of bonds are reported to the Danish tax authorities in compliance with current legislation.

Tax at source is not withheld in Denmark pursuant to current legislation.

Nykredit is not liable for any changes in the tax treatment of the bonds or in the tax position of the bondholders – including any withholding of tax of any kind or collection of tax at source imposed by public authorities.

All bondholders, including those not fiscally domiciled in Denmark, are recommended to seek separate and individual advice on their tax positions.

Limitation

Article 14

Claims for payment under the bonds become statute-barred pursuant to the Danish Act on Limitations. Interest due and amounts redeemed do not carry interest from the due date and

accrue to Nykredit if they have not been claimed prior to expiry of the period of limitation.

Force majeure

Article 15

Nykredit is liable for damages resulting from any delay or default in performing its obligations if such delay or default is due to errors or negligence. Even in areas where stricter statutory liability applies, Nykredit is not liable for losses due to

- the breakdown/lack of access to IT systems or damage to the data of these systems which can be attributed to the events below regardless of whether Nykredit itself or an external supplier is responsible for the operation of the systems;
- failures in Nykredit's power supply or telecommunications, statutory intervention or administrative acts, natural disasters, war, insurrections, civil riots, sabotage, terror or vandalism (including computer viruses and hacking);
- strike, lockout, boycott or blockade regardless of whether the conflict is directed at or initiated by Nykredit itself or its organisation and regardless of the reason for the conflict. This also applies where the conflict only affects part of Nykredit;
- other circumstances beyond Nykredit's control.

Nykredit's exemption from liability does not apply if

- Nykredit should have anticipated the reason for the loss when the agreement or contract was concluded or should have avoided or overcome the reason for the loss; or
- Nykredit is liable for the factor causing the loss pursuant to Danish law.

[Statutory refinancing

Article 15 a

1) If the term of a mortgage loan exceeds the maturity of the underlying SDOs and the underlying bonds carry a fixed interest rate and have a maturity of up to and including 12 months at the time of loan refinancing, and if the effective loan rate in connection with refinancing

would be more than 5 percentage points higher than the effective loan rate fixed at the most recent refinancing, the maturing bonds to be replaced by new bonds at the refinancing will be extended by 12 months. On maturity of those bonds after such 12-month extension, new bonds will be issued to replace them. The first sentence will not apply to this issue.

2) If the term of a mortgage loan exceeds the maturity of the underlying SDOs and the underlying bonds carry a fixed interest rate and have a maturity of up to and including 12 months at the time of loan refinancing or have been extended under 1) above, and if there are insufficient takers for all the requisite new bonds, the maturing bonds to be replaced by new bonds at the refinancing will be extended by 12 months at a time until refinancing is possible with takers for all the requisite new bonds.

3) The interest rate of bonds extended under 1) or 2) above will be the yield-to-maturity of the bonds at the most recent refinancing plus 5 percentage points. For bonds that have not been used to refinance loans, and for which the interest rate thus cannot be fixed on the basis of the most recent refinancing, the interest rate will be the yield-to-maturity of the bond concerned or a corresponding bond with the same time-to-maturity 11 to 14 months earlier plus 5 percentage points. The interest rate is fixed when the maturity of the bonds is extended for the first time. In case of additional maturity extensions pursuant to 2) above, the interest rate fixed according to the first or second sentence will continue to apply.

4) If the term of a mortgage loan exceeds the maturity of the underlying SDOs and the underlying bonds carry a fixed interest rate and have a maturity of up to and including 12 months at the time of loan refinancing, the interest rate payable by a borrower in case the maturity of the bonds has been extended under 1) or 2) above must be based on the interest rate pursuant to 3).

5) Notwithstanding any extension as set out in 1) or 2) above, borrowers of the mortgage bank still have the right to prepay their loans in full or in part if the loan has been granted on the basis of SDO issuance.

6) Nykredit will make calculations and determinations according to applicable legislation and will, on that basis, establish whether the conditions for maturity extension and interest rate fixing have been met.

7) Bondholders will have no remedies for breach in case of statutory refinancing and under the rules governing such refinancing.】

Governing law and venue

Article 16

The bonds and any legal matters arising out of or in connection with the bonds are governed by Danish law. The venue for the bonds and any legal matters arising out of or in connection with the bonds is the judicial district in which Nykredit's headquarters are located from time to time.

Definitions

Article 17

Banking days as stated in the above terms may be defined as follows:

- *Danish banking days;*
A "Danish banking day" means a day on which both Danish payment systems and Danish banks located in Denmark are open for business.
- *TARGET banking days;*
A "TARGET banking day" means a day on which the TARGET (Trans-European Automated Real-time Gross settlement Express Transfer) payment system is open for payments in euro.
- *Swedish banking days;*
A "Swedish banking day" means a day on which banks in Stockholm are open for business.

No further definitions apply to these terms.

Approved by the Executive Board of Nykredit
Realkredit A/S on xx xx 2014.