

**Final Terms dated 22 June 2010**

**SWEDBANK MORTGAGE AB (publ)**

Issue of EUR 10,000,000 Single Callable 3.7225 per cent. S.O. Bonds due 2025

under the €25,000,000,000 Programme for the  
Issuance of Debt Instruments and S.O. Bonds

guaranteed by Swedbank AB (publ) pursuant  
to a Guarantee dated 17 December 2009

**PART A – CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated 20 May 2010 (the “Prospectus”) which constitutes a base prospectus for the purposes of Directive 2003/71/EC (the “Prospectus Directive”). This document constitutes the Final Terms of the S.O. Bonds described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Prospectus . Full information on Swedbank Mortgage AB (publ) (the “Issuer”) and the offer of the S.O. Bonds is only available on the basis of the combination of these Final Terms and the Prospectus . The Prospectus is available for viewing at Regeringsgatan 13, SE-106 11 Stockholm, Sweden and [www.londonstockexchange.com/en-gb/pricesnews/marketnews/](http://www.londonstockexchange.com/en-gb/pricesnews/marketnews/) and copies may be obtained from the specified office of the Fiscal Agent in London.

- |    |                                   |   |
|----|-----------------------------------|---|
| 1. | Issuer :                          | Swedbank Mortgage AB (publ)   |
|    |                                   | The S.O. Bonds are guaranteed by Swedbank AB (publ) pursuant to a Guarantee dated 17 December 2009. |
| 2. | (i) Series Number:                | 854   |
|    | (ii) Tranche Number:              | 1   |
| 3. | Specified Currency or Currencies: | Euro (“EUR”)  |
| 4. | Aggregate Nominal Amount:         | EUR 10,000,000  |
|    | (i) Series:                       | EUR 10,000,000  |
|    | (ii) Tranche:                     | EUR 10,000,000  |
| 5. | Issue Price:                      | 100.00 per cent. of the Aggregate Nominal Amount  |
| 6. | (i) Specified Denominations:      | EUR 50,000  |
|    | (ii) Calculation Amount:          | EUR 50,000  |
| 7. | (i) Issue Date:                   | 24 June 2010  |
|    | (ii) Interest Commencement Date:  | 24 June 2010  |

8.	Maturity Date:	24 June 2025
9.	Interest Basis:	3.7225 per cent. Fixed Rate (further particulars specified below)
10.	Redemption/Payment Basis:	Redemption at par
11.	Change of Interest Basis or Redemption/Payment Basis:	Not Applicable
12.	Put/Call Options:	Issuer Call
13.	(i) Status of the S.O. Bonds:	The S.O. Bonds are unsubordinated
	(ii) Date Board approval for issuance of S.O. Bonds obtained:	Not Applicable
14.	Method of distribution:	Non-syndicated

#### PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15.	Fixed Rate S.O. Bond Provisions (Condition 4A):	Applicable
	(i) Rate(s) of Interest:	3.7225 per cent. per annum payable annually in arrear
	(ii) Interest Payment Date(s):	24 June in each year up to and including the Maturity Date
	(iii) Fixed Coupon Amount(s): ( <i>Applicable to S.O. Bonds in definitive form</i> )	1,861.25 per Calculation Amount
	(iv) Broken Amount(s): ( <i>Applicable to S.O. Bonds in definitive form</i> )	Not Applicable
	(v) Day Count Fraction:	Actual/Actual (ICMA)
	(vi) Determination Dates:	24 June in each year
	(vii) Other terms relating to the method of calculating interest for Fixed Rate S.O. Bond:	Not Applicable
16.	Floating Rate S.O. Bond Provisions (Condition 4B)	Not Applicable
17.	Zero Coupon S.O. Bond Provisions	Not Applicable
18.	Index-Linked Interest S.O. Bond/ other variable-linked interest S.O. Bond Provisions	Not Applicable
19.	Dual Currency Interest S.O. Bond Provisions	Not Applicable

## PROVISIONS RELATING TO REDEMPTION

20.	Issuer Call	Applicable
	(i) Optional Redemption Date(s):	24 June 2020
	(ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s):	EUR 50,000 per Calculation Amount
	(iii) If redeemable in part:	Not Applicable
	(iv) Notice period (if other than as set out in the Conditions):	Not less than 5 business days prior to the relevant Optional Redemption Date
21.	Investor Put	Not Applicable
22.	Final Redemption Amount:	EUR 50,000 per Calculation Amount
23.	Early Redemption Amount:	Not Applicable
	Early Redemption Amount(s) payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Conditions 5.05):	

## GENERAL PROVISIONS APPLICABLE TO THE S.O. BONDS

24.	Form of S.O. Bonds:	
	(i) Form:	<b>Bearer Instruments:</b>  Temporary Global S.O. Bond exchangeable for a Permanent Global S.O. Bond which is exchangeable for Definitive S.O. Bonds in the limited circumstances specified in the Permanent Global S.O. Bond.
	(ii) New Global S.O. Bonds:	Yes
25.	Financial Centre(s) or other special provisions relating to Payment Days:	Not Applicable
26.	Talons for future Coupons or Receipts to be attached to Definitive S.O. Bonds (and dates on which such Talons mature):	No
27.	Details relating to Partly Paid S.O. Bonds: amount of each payment comprising the Issue Price and date on which each payment is to be made:	Not Applicable

28. Details relating to Instalment S.O. Bonds: Not Applicable
29. Redenomination, renominatisation and reconventioning provisions: Not Applicable
30. Consolidation provisions: Not Applicable
31. Other final terms: Not Applicable

#### **DISTRIBUTION**

32. (i) If syndicated, names of Managers: Not Applicable
- (ii) Date of Subscription Agreement: Not Applicable
- (iii) Stabilising Manager(s) (if any): Not Applicable
33. If non-syndicated, name of Dealer: Landesbank Baden-Württemberg
34. Whether TEFRA D rules applicable or TEFRA D TEFRA rules not applicable:
35. Additional selling restrictions: Not Applicable



#### **PURPOSE OF FINAL TERMS**

These Final Terms comprise the final terms required for issue and admission to trading on the regulated market of the London Stock Exchange and for listing on the Official List of the UK Listing Authority of the S.O. Bonds described herein pursuant to the €25,000,000,000 Programme for the Issuance of Debt Instruments and S.O. Bonds of Swedbank Mortgage AB (publ).

#### **RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Final Terms.

Signed on behalf of the Issuer:

By:    
Duly authorised  
Marie Carlsson Sara Larsson

## PART B – OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

- |   |   |
|---|---|
| (i) Listing:  | London  |
| (ii) Admission to trading:  | Application has been made for the S.O. Bonds to be admitted to trading on the London Stock Exchange's regulated market with effect from 24 June 2010. |
| (iii) Estimate of total expenses related to admission to trading: | Not Applicable  |

### 2. RATINGS

- |          |  |
|----------|--|
| Ratings: | The S.O. Bonds have been assigned the following ratings:<br><br>S&P: AAA<br>Moody's: Aaa |
|----------|--|

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

"Save for any fees payable to the Dealers, so far as the Issuer is aware, no person involved in the offer of the S.O. Bonds has an interest material to the offer."

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

- |                                 |  |
|---------------------------------|--|
| (i) Reasons for the offer:      | See "Use of Proceeds" wording in Base Prospectus |
| (ii) Estimated net proceeds:    | EUR 10,000,000                                   |
| (iii) Estimated total expenses: | Not Applicable                                   |

### 5. *Fixed Rate S.O. Bonds only* – YIELD

- |                      |                  |
|----------------------|------------------|
| Indication of yield: | 3.7225 per cent. |
|----------------------|------------------|

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

### 6. OPERATIONAL INFORMATION

- |                              |                |
|------------------------------|----------------|
| (i) ISIN Code:               | XS0520001578   |
| (ii) Common Code:            | 052000157      |
| (iii) Swiss Security Number: | Not Applicable |

- |        |  |                          |
|--------|--|--------------------------|
| (iv)   | Any clearing system(s) other than Euroclear Bank SA/NV, Clearstream Banking, société anonyme and SIX SIS AG (together with the address of such clearing system) and the relevant identification number(s): | Not Applicable           |
| (v)    | Settlement procedures:   | Not Applicable           |
| (vi)   | Delivery:  | Delivery against payment |
| (vii)  | Names and addresses of additional Paying Agent(s) (including, in the case of Swiss Domestic Instruments or S.O. Bonds, the Principal Swiss Paying Agent and any other Swiss Paying Agents) (if any):       | Not Applicable           |
| (viii) | Intended to be held in a manner which would allow Eurosystem eligibility:  | Yes                      |
- Note that the designation “yes” simply means that the S.O. Bonds are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the S.O. Bonds will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.



July 8, 2010

SWEDBANK MORTGAGE AB (COVERED BOND)  
Attn:  
106 11 STOCKHOLM

**Amended Rate Swap Confirmation (Cancellable Swap)**

Dear Sirs,

The purpose of this facsimile (this "Confirmation") is to confirm the terms and conditions of the Swap Transaction entered into between us on the Trade Date specified below.

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern. This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of and is subject to, the ISDA Master Agreement dated as of March 7, 2008, as amended and supplemented from time to time (the "Agreement"), between SWEDBANK AB (PUBL) ("Party A") and SWEDBANK MORTGAGE AB (COVERED BOND) ("Party B"). All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

1. The terms of the particular Swap Transaction to which this Confirmation relates are as follows:

Our Ref:	100617.025.0
Transaction Type:	Rate Swap
Notional Amount:	EUR 10,000,000.00
Trade Date/Time:	June 17, 2010, 15:17 CET
Market Place:	OTC
Adj. Effective Date:	June 24, 2010
Termination Date:	June 24, 2025, subject to adjustment in accordance with the Following Business Day Convention.

Fixed Amounts:

Fixed Rate Payer: SWEDBANK AB (PUBL), STOCKHOLM

Fixed Rate Payer  
Payment Dates: Annually on June 24, beginning June 24, 2011 and ending on the Termination Date, subject to adjustment in accordance with the Following Business Day Convention.

Fixed Rate Payer  
Period End Dates: Annually on June 24, beginning June 24, 2011 and ending on the Termination Date, subject to no adjustment.

Fixed Rate: 3.72250%

Fixed Rate Day  
Count Fraction: ACT/ACT *ICMA*

Floating Amounts:

Floating Rate Payer: SWEDBANK MORTGAGE AB (COVERED BOND), STOCKHOLM

Floating Rate Payer  
Payment Dates: Quarterly on September 24, December 24, March 24, June 24, beginning September 24, 2010 and ending on the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

First Stub Period: Inapplicable

Last Stub Period: Inapplicable

Floating Rate  
for initial  
Calculation Period: 1.16700% (incl spread +43.00000 bp)

Floating Rate Option: EUR-EURIBOR-Reuters

Designated Maturity: 3-months

Spread: +43.00000 bp, from and including the Effective Date to but excluding June 24, 2020.  
+26.0000 bp, from and including June 24, 2020 to but excluding the Termination Date.

Floating Rate Day  
Count Fraction: ACT/360

Reset Dates: First day of each Calculation Period

Compounding: Inapplicable





**Early Termination:**

Optional Early Termination: Applicable  
 OptionStyle: Bermuda  
 Exercise Business Days: London and TARGET Settlement Days

**Procedure for Exercise:**

Expiration Date: Five Exercise Business Days prior to the Cash Settlement Payment Date  
 Earliest Exercise Time: 9.00am Brussels time  
 Expiration Time: 11.00am Brussels time  
 Partial Exercise: Inapplicable

**Settlement Terms:**

Cash Settlement: Applicable  
 Cash Settlement Valuation Time: 11.00am Brussels time  
 Valuation Business Days: London and TARGET Settlement Days  
 Cash Settlement Payment Date: June 17, 2015 *and every 5 year thereafter / 82*  
 Business Day Convention for Cash Settlement Payment Date: Modified Following  
 Cash Settlement Method: Cash Price  
 Settlement Rate: ISDA Source  
 Quotation Rate: mid

Business Days: TARGET Settlement Days

**Optional Termination of the Transaction:**

Swedbank AB (PUBL) may terminate this Transaction (in whole but not in part) on any Optional Termination Date by giving the other party notice to that effect at or before 11:00am Stockholm time at least two Stockholm and Target Settlement Scheduled Business Days prior to the relevant Optional Termination Date (such Optional Termination Date, the "Cancellation Date").

On and from the Cancellation Date, all further rights and obligations of the parties under this Transaction shall be terminated and discharged, but without prejudice to (a) any rights and obligations of the parties which have already become due and payable or, as applicable, due for performance prior to such date, and/or (b) any amounts otherwise due and payable (or deliverable) on such date.

For avoidance of doubt, no Cash Settlement Amount shall be due by any of the parties with respect to such Optional Termination.

"Optional Termination Date" means **June 24, 2020** ✓

"Scheduled Business Day" means a day which but for the occurrence of an Unscheduled Holiday would have been a Business Day in the applicable place(s) and the market was not aware of the fact (by means of a public announcement or by reference to other publicly available information) until a time later than 09:00am local time in the applicable place(s) two Business Days (in such place(s)) prior to the day in question.

Calculation Agent: Swedbank, unless stated otherwise in the Agreement

Account Details: Payments to SWEDBANK AB (PUBL), STOCKHOLM  
For EUR : DIRECT

Payments to SWEDBANK MORTGAGE AB (COVERED BOND), STOCKHOLM  
For EUR : SWEDBANK , STOCKHOLM  
Account No. : 0376701181  
Account Name:

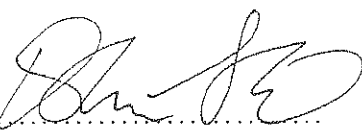
Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation and faxing it to us at your earliest convenience to fax number +46 8 723 7035.

For enquiries regarding this Confirmation please contact Derivatives Backoffice on telephone number +46 8 5859 2525, email derivatives.backoffice@swedbank.com or fax +46 8 723 7035.

Our Ref: 100617.025.0

Yours sincerely,


SWEDBANK AB (PUBL), STOCKHOLM

By: 

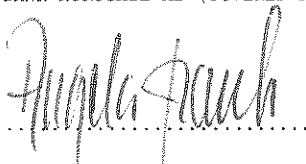
**Kristian André**

Confirmed as of the date first above written:

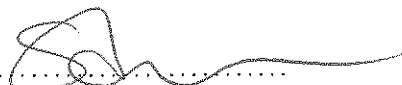
SWEDBANK MORTGAGE AB (COVERED BOND), STOCKHOLM



**Anders Henjeby**

By: 

**Angela Frank**



**Sara Larsson**



June 17, 2010

SWEDBANK MORTGAGE AB (COVERED BOND)  
Attn:

106 11 STOCKHOLM

Dear Sirs,

The purpose of this facsimile (this "Confirmation") is to confirm the terms and conditions of the Swap Transaction entered into between us on the Trade Date specified below.

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern. This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of and is subject to, the ISDA Master Agreement dated as of March 7, 2008, as amended and supplemented from time to time (the "Agreement"), between SWEDBANK AB (PUBL) ("Party A") and SWEDBANK MORTGAGE AB (COVERED BOND) ("Party B"). All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

1. The terms of the particular Swap Transaction to which this Confirmation relates are as follows:

Our Ref: 100617.029.0  
Transaction Type: Rate Swap  
Trade Date/Time: June 17, 2010, 15:28 CET  
Market Place: OTC  
Adj. Effective Date: June 24, 2010  
Termination Date: June 24, 2020, subject to adjustment in accordance with the Modified Following Business Day Convention.



Floating Amounts:

Floating Rate Payer: SWEDBANK MORTGAGE AB (COVERED BOND), STOCKHOLM

Floating Rate Payer  
Currency Amount: SEK 95,750,000.00

Floating Rate Payer  
Payment Dates: Quarterly on September 24, December 24, March 24, June 24,  
beginning September 24, 2010 and  
ending on the Termination Date,  
subject to adjustment in accordance with the  
Modified Following Business Day Convention.

First Stub Period: Inapplicable

Last Stub Period: Inapplicable

Floating Rate  
for initial  
Calculation Period: To be set on June 22, 2010

Floating Rate Option: SEK-STIBOR-SIDE

Designated Maturity: 3-months

Spread: +88.50000 bp

Floating Rate Day  
Count Fraction: ACT/360

Reset Dates: First day of each Calculation Period

Compounding: Inapplicable

Floating Amounts:

Floating Rate Payer: SWEDBANK AB (PUBL), STOCKHOLM

Floating Rate Payer  
Currency Amount: EUR 10,000,000.00

Floating Rate Payer  
Payment Dates: Quarterly on September 24, December 24, March 24, June 24,  
beginning September 24, 2010 and  
ending on the Termination Date,  
subject to adjustment in accordance with the  
Modified Following Business Day Convention.

First Stub Period: Inapplicable

Last Stub Period: Inapplicable

Floating Rate  
for initial  
Calculation Period: To be set on June 22, 2010



Floating Rate Option: EUR-EURIBOR-Reuters  
 Designated Maturity: 3-months  
 Spread: +43.00000 bp  
 Floating Rate Day  
 Count Fraction: ACT/360  
 Reset Dates: First day of each Calculation Period  
 Compounding: Inapplicable

Initial Exchange:

Initial Exchange: SWEDBANK AB (PUBL) pays SEK 95,750,000.00  
 SWEDBANK MORTGAGE AB (COVERED BOND) pays EUR 10,000,000.00

Initial Exchange Date: June 24, 2010

Final Exchange:

Final Exchange: SWEDBANK MORTGAGE AB (COVERED BOND) pays SEK 95,750,000.00  
 SWEDBANK AB (PUBL) pays EUR 10,000,000.00

Final Exchange Date: June 24, 2020

Business Days:

EUR: TARGET Settlement Days  
 SEK: TARGET Settlement Days and Stockholm

Calculation Agent:

Swedbank, unless stated otherwise in the Agreement

Account Details:

Payments to SWEDBANK AB (PUBL), STOCKHOLM  
 For EUR : DIRECT  
 For SEK : DIRECT

Payments to SWEDBANK MORTGAGE AB (COVERED BOND), STOCKHOLM  
 For EUR : SWEDBANK , STOCKHOLM  
 Account No. : 0376701181  
 Account Name:  
 For SEK : SWEDBANK , STOCKHOLM  
 Account No. : 8901188070  
 Account Name: SPINTAB



Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation and faxing it to us at your earliest convenience to fax number +46 8 723 7035.


For enquiries regarding this Confirmation please contact Derivatives Backoffice on telephone number +46 8 5859 2525, email derivatives.backoffice@swedbank.com or fax +46 8 723 7035.

Our Ref: 100617.029.0

Yours sincerely,

SWEDBANK AB (PUBL), STOCKHOLM

By:   
Rebecca Chan

  
Paul Heickell

Confirmed as of the date first above written:

SWEDBANK MORTGAGE AB (COVERED BOND), STOCKHOLM

By:   
Marie Carlsson

  
Sara Larsson