

IMPORTANT NOTICE

NOT FOR DISTRIBUTION IN OR INTO THE UNITED STATES, ITS TERRITORIES AND POSSESSIONS (INCLUDING PUERTO RICO, THE U.S. VIRGIN ISLANDS, GUAM, AMERICAN SAMOA, WAKE ISLAND AND THE NORTHERN MARIANA ISLANDS), ANY STATE OF THE UNITED STATES OR THE DISTRICT OF COLUMBIA (the United States) OR IN ANY OTHER JURISDICTION WHERE SUCH DISTRIBUTION IS UNLAWFUL.

IMPORTANT: You must read the following disclaimer before continuing. The following disclaimer applies to the attached Tender Offer Memorandum and you are therefore required to read this disclaimer carefully before accessing, reading or making any other use of the Tender Offer Memorandum. By accessing the Tender Offer Memorandum, you agree (in addition to giving the representation below) to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from J.P. Morgan Securities plc and/or UBS Limited (together, the **Dealer Managers**) and/or Lucid Issuer Services Limited (the **Tender Agent**) as a result of such access. Capitalised terms used but not otherwise defined in this disclaimer shall have the meaning given to them in the Tender Offer Memorandum.

THE ATTACHED TENDER OFFER MEMORANDUM MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. THE ATTACHED TENDER OFFER MEMORANDUM MAY ONLY BE DISTRIBUTED OUTSIDE THE UNITED STATES AND TO PERSONS TO WHOM IT IS OTHERWISE LAWFUL TO SEND THE ATTACHED TENDER OFFER MEMORANDUM. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THE ATTACHED TENDER OFFER MEMORANDUM IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF APPLICABLE LAWS.

Confirmation of your representation: In order to be eligible to view the attached Tender Offer Memorandum or make an investment decision with respect to the Offer (as defined below), you must be outside the United States and otherwise able to participate lawfully in the invitation by NIBC Bank N.V. (the **Bank**) to holders of its outstanding €100,000,000 Fixed Rate and CMS-Linked Notes due February 2040 (ISIN: XS0210781828) (the **Notes**) to tender their Notes for purchase by the Bank for cash (the **Offer**) on the terms and subject to the conditions set out in the Tender Offer Memorandum including the offer and distribution restrictions set out on pages 7 to 9 (the **Offer and Distribution Restrictions**). The Tender Offer Memorandum was sent at your request and by accessing the Tender Offer Memorandum you shall be deemed to have represented to the Bank, the Dealer Managers and the Tender Agent that:

- (i) you are a holder or a beneficial owner of the Notes;
- (ii) the electronic mail address that you have given to us and to which the Tender Offer Memorandum has been delivered is not located in the United States;
- (iii) neither you nor any beneficial owner of the Notes, nor any other person on whose behalf you are acting, either directly or indirectly, is located or resident in the United States;
- (iv) you are otherwise a person to whom it is lawful to send the Tender Offer Memorandum or to make an invitation pursuant to the Offer in accordance with applicable laws, including the Offer and Distribution Restrictions; and
- (v) you consent to delivery of the Tender Offer Memorandum by electronic transmission.

The attached Tender Offer Memorandum has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Bank, the Dealer Managers, the Tender Agent or any person who controls, or is a director, officer, employee, agent or affiliate of, any such person accepts any liability or responsibility whatsoever in respect of any difference between the Tender Offer Memorandum distributed to you in electronic format and the hard copy version available to you on request from the Dealer Managers or the Tender Agent.

You are also reminded that the attached Tender Offer Memorandum has been sent to you on the basis that you are a person into whose possession the Tender Offer Memorandum may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located or resident and you may not, nor are you authorised to, deliver the Tender Offer Memorandum to any other person.

Any materials relating to the Offer do not constitute, and may not be used in connection with, any form of offer or solicitation in any place where such offers or solicitations are not permitted by law. If a jurisdiction requires that the Offer be made by a licensed broker or dealer and either Dealer Manager or any of their respective affiliates is such a licensed broker or dealer in that jurisdiction, the Offer shall be deemed to be made by such Dealer Manager or affiliate, as the case may be, on behalf of the Bank in such jurisdiction.

The Tender Offer Memorandum may only be communicated to persons in the United Kingdom in circumstances where section 21(1) of the Financial Services and Markets Act 2000 does not apply.

Restrictions: Nothing in this electronic transmission constitutes (i) an offer to buy or the solicitation of an offer to sell securities in the United States or any other jurisdiction in which such offer or solicitation would be unlawful or (ii) an offer to sell or the solicitation of an offer to buy securities in the United States or any other jurisdiction in which such offer or solicitation would be unlawful.

The distribution of the Tender Offer Memorandum in certain jurisdictions may be restricted by law. Persons into whose possession the Tender Offer Memorandum comes are required by the Bank, the Dealer Managers and the Tender Agent to inform themselves about, and to observe, any such restrictions.

NOT FOR DISTRIBUTION IN OR INTO THE UNITED STATES, ITS TERRITORIES AND POSSESSIONS, ANY STATE OF THE UNITED STATES OR THE DISTRICT OF COLUMBIA.

TENDER OFFER MEMORANDUM dated 20 November 2012

THIS DOCUMENT IS IMPORTANT AND REQUIRES IMMEDIATE ATTENTION.



Invitation by

NIBC Bank N.V.

(Incorporated with limited liability under the laws of The Netherlands and having its corporate seat in The Hague)

(the Bank)

to the holders of its

€100,000,000 Fixed Rate and CMS-Linked Notes due February 2040

(the Notes)

**to tender their Notes for purchase by the Bank for cash
at a price to be determined pursuant to a modified Dutch auction**

Notes	ISIN / Common Code	Outstanding principal amount	First Call Date	Maturity Date	Minimum Purchase Price	Amount subject to the Offer
€100,000,000 Fixed Rate and CMS-Linked Notes due February 2040	XS0210781828 / 021078182	€96,082,000	21 February 2035	The interest payment date falling in February 2040	65 per cent.	Subject as set out herein, the Bank will accept any and all valid tender instructions which specify a purchase price equal to the Minimum Purchase Price. The final aggregate principal amount that is subject to the Offer will be determined and announced by the Bank as set out herein

THE OFFER WILL EXPIRE AT 5.00 P.M. (CET) ON 4 DECEMBER 2012, UNLESS EXTENDED, RE-OPENED OR TERMINATED AS PROVIDED IN THIS TENDER OFFER MEMORANDUM.

THE DEADLINES SET BY ANY INTERMEDIARY OR CLEARING SYSTEM WILL BE EARLIER THAN THIS DEADLINE.

Dealer Managers

J.P. MORGAN

UBS INVESTMENT BANK

This Tender Offer Memorandum contains important information which should be read carefully before any decision is made with respect to the Offer. If any Noteholder is in any doubt as to the contents of this document or the action it should take, it is recommended to seek its own financial and legal advice, including in respect of any tax consequences, immediately from its stockbroker, bank manager, solicitor, accountant or other independent financial, tax or legal adviser. Any individual or company whose Notes are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee must contact such entity if it wishes to tender such Notes for purchase pursuant to the Offer. The distribution of this Tender Offer Memorandum in certain jurisdictions may be restricted by law (see "*Offer and Distribution Restrictions*"). None of J.P. Morgan Securities plc and/or UBS Limited (together, the Dealer Managers), Lucid Issuer Services Limited (the Tender Agent), the Bank or any of their respective directors, employees or affiliates makes any recommendation as to whether holders of Notes should tender Notes for purchase pursuant to the Offer.

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THE OFFER

The Bank separately invites, subject in each case to the offer restrictions referred to in "*Offer and Distribution Restrictions*", all holders of the Notes (the **Noteholders**) to tender their Notes for purchase by the Bank for cash at a price to be determined pursuant to a Modified Dutch Auction Procedure (as defined below) (the **Offer**).

The Offer is made on the terms and subject to the conditions set out in this Tender Offer Memorandum. Capitalised terms used in this Tender Offer Memorandum have the meaning given to them in "*Definitions*" and any other definitions of such terms are for ease of reference only and shall not affect their interpretation.

Before making a decision whether to tender Notes for purchase pursuant to the Offer, Noteholders should carefully consider all of the information in this Tender Offer Memorandum and, in particular, the risk factors described in "Risk Factors and Other Considerations".

Purchase Price

The Bank will, on the Settlement Date, pay for Notes validly tendered and accepted by it for purchase pursuant to the Offer a cash purchase price (the **Purchase Price**), expressed as a percentage, determined pursuant to a modified Dutch auction procedure described in this Tender Offer Memorandum (the **Modified Dutch Auction Procedure**).

Accrued Interest

The Bank will also pay an amount equal to Accrued Interest in respect of those Notes accepted for purchase by it pursuant to the Offer.

Modified Dutch Auction Procedure

Under the Modified Dutch Auction Procedure, the Bank will determine, in its sole discretion (subject as set out under "*Acceptance*" below) (i) the aggregate principal amount of the Notes (if any) that it will accept for purchase pursuant to the Offer (such amount being the **Acceptance Amount**), and (ii) the single Purchase Price (expressed as a percentage) for Notes validly tendered which it accepts for purchase pursuant to the Offer, in each case taking into account the aggregate principal amount of the Notes so tendered and the purchase prices at which such Notes are tendered (or deemed to be tendered, as set out below).

The Purchase Price will not be less than 65 per cent. (the **Minimum Purchase Price**), and will otherwise be the lowest purchase price that will allow the Bank to accept for purchase the Acceptance Amount.

The determination of the Acceptance Amount and the Purchase Price will be made as soon as reasonably practicable following the Expiration Deadline and will be announced by the Bank on 5 December 2012.

Under the Modified Dutch Auction Procedure, Noteholders may submit Tender Instructions on a "non-competitive" or a "competitive" basis, as follows:

- (a) a **Non-Competitive Tender Instruction** is a Tender Instruction that either (i) does not specify a purchase price or (ii) specifies a purchase price less than or equal to the Minimum Purchase Price. Each Non-Competitive Tender Instruction, whether falling within (i) or (ii) above, will be deemed to have specified the Minimum Purchase Price; and
- (b) a **Competitive Tender Instruction** is a Tender Instruction that specifies a purchase price, in 0.25 per cent. increments, in excess of the Minimum Purchase Price. If a Competitive Tender Instruction specifies a purchase price that is not in increments of 0.25 per cent. in excess of the Minimum Purchase Price, such purchase price will be rounded up to the nearest 0.25 per cent. increment for the purposes of the Modified Dutch Auction Procedure. Noteholders may submit one or more Competitive Tender Instructions in respect of the Notes prior to the Expiration Deadline provided that the aggregate principal amount of the Notes that are the subject of these

Competitive Tender Instructions do not exceed the aggregate principal amount of Notes that each such Noteholder holds.

Tender Instructions must be submitted in respect of a minimum principal amount of Notes of €1,000, being the minimum denomination of the Notes, and may thereafter be submitted in integral multiples of such amount. Tender Instructions which relate (including after any *pro rata* scaling) to a principal amount of Notes of less than €1,000 will be rejected.

(See "*Tender Instructions*" below.)

Once the Bank has determined the Purchase Price for the Offer, it will not accept for purchase any Notes tendered at a purchase price in excess of the Purchase Price. Accordingly, if the Bank determines that the final Purchase Price will be the Minimum Purchase Price, Notes tendered in the Offer pursuant to Competitive Tender Instructions will not be accepted for purchase.

Acceptance

If the Bank decides to accept any valid tenders of Notes pursuant to the Offer, the Bank will accept for purchase:

- (i) all Notes (if any) that have been validly tendered pursuant to Non-Competitive Tender Instructions in full, and the Bank will, therefore, set the Acceptance Amount at an amount that is greater than or equal to the aggregate principal amount of Notes that have been validly tendered pursuant to Non-Competitive Tender Instructions unless the Bank decides not to accept any valid tenders of Notes pursuant to the Offer; plus
- (ii) such additional principal amount of Notes (if any) validly tendered pursuant to Competitive Tender Instructions up to the amount of the Acceptance Amount.

Tender Instructions

In order to participate in the Offer, Noteholders must validly tender their Notes for purchase by delivering, or arranging to have delivered on their behalf, a valid Tender Instruction that is received by the Tender Agent by 5.00 p.m. (CET) on 4 December 2012 (the **Expiration Deadline**).

Tender Instructions must be submitted in respect of a minimum principal amount of Notes of €1,000, being the minimum denomination of the Notes, and may thereafter be submitted in integral multiples of such amount. Tender Instructions which relate (including after any *pro rata* scaling) to a principal amount of Notes of less than €1,000 will be rejected.

Tender Instructions will be irrevocable, except in the limited circumstances described in "*Amendment and Termination*".

Noteholders are advised to check with any bank, securities broker or other intermediary through which they hold Notes when such intermediary needs to receive instructions from a Noteholder in order for that Noteholder to be able to participate in, or (in the limited circumstances in which revocation is permitted) revoke their instruction to participate in, the Offer by the deadlines specified in this Tender Offer Memorandum. The deadlines set by any such intermediary and each Clearing System for the submission and withdrawal of Tender Instructions will be earlier than the relevant deadlines specified in this Tender Offer Memorandum.

Tender Instructions may be submitted on a "non-competitive" or a "competitive" basis, as described under "*Modified Dutch Auction Procedure*" above.

See "*Procedures for Participating in the Offer*" for further information.

No Scaling of Non-Competitive Tender Instructions

If the Bank decides to accept for purchase any Notes that have been validly tendered pursuant to Non-Competitive Tender Instructions there will be no scaling of acceptances of the valid Non-Competitive Tender Instructions.

Scaling of Competitive Tender Instructions

If the aggregate principal amount of Notes validly tendered (i) pursuant to Non-Competitive Tender Instructions and (ii) pursuant to Competitive Tender Instructions that specify a purchase price less than or equal to the Purchase Price, is greater than the Acceptance Amount, the Bank intends to accept for purchase (A) first, all such Notes tendered at purchase prices less than the Purchase Price or pursuant to Non-Competitive Tender Instructions in full, and (B) second, all such Notes tendered at the Purchase Price on a *pro rata* basis such that the aggregate principal amount of such Notes accepted for purchase (if any) is no greater than the Acceptance Amount.

See "*Further Information and Terms and Conditions – Acceptance and Scaling*".

Announcement of Results, Acceptance Amount and Pricing

The Bank will announce its decision whether to accept valid tenders of Notes for purchase pursuant to the Offer and, if so accepted, (i) the Acceptance Amount, (ii) the Purchase Price, (iii) any Scaling Factor and (iv) the final aggregate principal amount of Notes that will remain outstanding after settlement on the Settlement Date as soon as reasonably practicable on 5 December 2012.

See also "*Further Information and Terms and Conditions – Announcements*".

General

The expected Settlement Date is 7 December 2012.

The Bank may, in its sole discretion, extend, re-open, amend, waive any condition of or terminate the Offer at any time (subject to applicable law and as provided in this Tender Offer Memorandum). Details of any such extension, re-opening, amendment, waiver or termination will be announced as provided in this Tender Offer Memorandum as soon as reasonably practicable after the relevant decision is made. See "*Amendment and Termination*".

For further information on the Offer and the further terms and conditions on which the Offer is made, Noteholders should refer to "*Further Information and Terms and Conditions*".

Questions and requests for assistance in connection with (i) the Offer may be directed to the Dealer Managers, and (ii) the delivery of Tender Instructions may be directed to the Tender Agent, the contact details for each of which are on the last page of this Tender Offer Memorandum.

OFFER AND DISTRIBUTION RESTRICTIONS

This Tender Offer Memorandum does not constitute an invitation to participate in the Offer in any jurisdiction in which, or to any person to or from whom, it is unlawful to make such invitation or for there to be such participation under applicable securities laws. The distribution of this Tender Offer Memorandum in certain jurisdictions may be restricted by law. Persons into whose possession this Tender Offer Memorandum comes are required by the Bank, the Dealer Managers and the Tender Agent to inform themselves about, and to observe, any such restrictions.

United States

The Offer is not being made, and will not be made, directly or indirectly in or into, or by use of the mail of, or by any means or instrumentality of interstate or foreign commerce of or of any facilities of a national securities exchange of, the United States. This includes, but is not limited to, facsimile transmission, electronic mail, telex, telephone, the internet and other forms of electronic communication. Accordingly, copies of this Tender Offer Memorandum and any other documents or materials relating to the Offer are not being, and must not be, directly or indirectly mailed or otherwise transmitted, distributed or forwarded (including, without limitation, by custodians, nominees or trustees) in or into the United States and the Notes cannot be tendered in the Offer by any such use, means, instrumentality or facility or from within the United States. Any purported tender of Notes resulting directly or indirectly from a violation of these restrictions will be invalid and any purported tender of Notes made by a person located in the United States, or any agent, fiduciary or other intermediary acting on a non-discretionary basis for a principal giving instructions from within the United States, will be invalid and will not be accepted.

Each holder of Notes participating in the Offer will represent that it is not located in the United States and is not participating in the Offer from the United States or it is acting on a non-discretionary basis for a principal located outside the United States that is not giving an order to participate in the Offer from the United States. For the purposes of this and the above paragraph, **United States** means the United States of America, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands), any state of the United States of America and the District of Columbia.

Italy

None of the Offer, this Tender Offer Memorandum or any other document or materials relating to the Offer have been submitted to the clearance procedures of the *Commissione Nazionale per le Società e la Borsa (CONSOB)* pursuant to Italian laws and regulations. The Offer is being carried out in Italy as an exempted offer pursuant to article 101-bis, paragraph 3-bis of the Legislative Decree No. 58 of 24 February 1998, as amended (the **Financial Services Act**) and article 35-bis, paragraph 4 of CONSOB Regulation No. 11971 of 14 May 1999, as amended. Holders or beneficial owners of the Notes that are located in Italy can tender Notes for purchase in the Offer through authorised persons (such as investment firms, banks or financial intermediaries permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 16190 of 29 October 2007, as amended from time to time, and Legislative Decree No. 385 of 1 September 1993, as amended) and in compliance with applicable laws and regulations or with requirements imposed by CONSOB or any other Italian authority.

United Kingdom

This Tender Offer Memorandum has been issued by NIBC Bank N.V. (the **Bank**) of Carnegieplein 4, 2517 KJ The Hague, The Netherlands, which is supervised by *De Nederlandsche Bank N.V.* and is subject to limited regulation by the Financial Services Authority (the **FSA**), and is being distributed only to existing holders of the Notes. This Tender Offer Memorandum is only addressed to such

existing holders where they would be professional clients or eligible counterparties of the Bank within the meaning of the FSA rules. This Tender Offer Memorandum is not addressed to or directed at any persons who would be retail clients within the meaning of the FSA rules and any such persons should not act or rely on it. Recipients of this Tender Offer Memorandum should note that the Bank is acting on its own account in relation to the Offer and will not be responsible to any other person for providing the protections afforded to clients of the Bank or for providing advice in relation to the Offer.

In addition, the communication of this Tender Offer Memorandum and any other documents or materials relating to the Offer has not been approved by an authorised person for the purposes of section 21 of the Financial Services and Markets Act 2000. Accordingly, such documents and/or materials are not being distributed to, and must not be passed on to, the general public in the United Kingdom. The communication of such documents and/or materials as a financial promotion is only being made to those persons in the United Kingdom falling within the definition of investment professionals (as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the **Financial Promotion Order**)), persons who are within Article 43 of the Financial Promotion Order or any other persons to whom it may otherwise lawfully be made under the Financial Promotion Order.

Belgium

Neither this Tender Offer Memorandum nor any other documents or materials relating to the Offer have been submitted to or will be submitted for approval or recognition to the Belgian Financial Services and Markets Authority (*Autoriteit voor Financiële Diensten en Markten*) and, accordingly, the Offer may not be made in Belgium by way of a public offering, as defined in Article 3 of the Belgian Law of 1 April 2007 on public takeover bids or as defined in Article 3 of the Belgian Law of 16 June 2006 on the public offer of placement instruments and the admission to trading of placement instruments on regulated markets, each as amended or replaced from time to time. Accordingly, the Offer may not be advertised and the Offer will not be extended, and neither this Tender Offer Memorandum nor any other documents or materials relating to the Offer (including any memorandum, information circular, brochure or any similar documents) has been or shall be distributed or made available, directly or indirectly, to any person in Belgium other than "qualified investors" in the sense of Article 10 of the Belgian Law of 16 June 2006 on the public offer of placement instruments and the admission to trading of placement instruments on regulated markets (as amended from time to time), acting on their own account. Insofar as Belgium is concerned, this Tender Offer Memorandum has been issued only for the personal use of the above qualified investors and exclusively for the purpose of the Offer. Accordingly, the information contained in this Tender Offer Memorandum may not be used for any other purpose or disclosed to any other person in Belgium.

France

The Offer is not being made, directly or indirectly, to the public in the Republic of France (**France**). Neither this Tender Offer Memorandum nor any other document or material relating to the Offer has been or shall be distributed to the public in France and only (i) providers of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*) and/or (ii) qualified investors (*investisseurs qualifiés*) other than individuals, in each case acting on their own account and all as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 to D.411-4 of the French *Code Monétaire et Financier*, are eligible to participate in the Offer. This Tender Offer Memorandum has not been and will not be submitted for clearance to nor approved by the *Autorité des Marchés Financiers*.

General

This Tender Offer Memorandum does not constitute an offer to buy or the solicitation of an offer to sell Notes (and tenders of Notes for purchase pursuant to the Offer will not be accepted from Noteholders) in any circumstances in which such offer or solicitation is unlawful. If the securities, blue sky or other laws in any jurisdiction require that the Offer be made by a licensed broker or dealer and either Dealer Manager or any of their respective affiliates is such a licensed broker or dealer in that jurisdiction, the Offer shall be deemed to be made by such Dealer Manager or affiliate, as the case may be, on behalf of the Bank in such jurisdiction.

In addition to the representations referred to above in respect of the United States, each holder of Notes participating in the Offer will also be deemed to give certain representations in respect of the other jurisdictions referred to above and generally as set out in "*Procedures for Participating in the Offer*". Any tender of Notes for purchase pursuant to the Offer from a Noteholder that is unable to make these representations will not be accepted. Each of the Bank, the Dealer Managers and the Tender Agent reserves the right, in its absolute discretion (and without prejudice to the relevant Noteholder's responsibility for the representations made by it), to investigate, in relation to any tender of Notes for purchase pursuant to the Offer, whether any such representation given by a Noteholder is correct and, if such investigation is undertaken and as a result the Bank determines (for any reason) that such representation is not correct, such tender may be rejected.

GENERAL

The Bank accepts responsibility for the information contained in this Tender Offer Memorandum. To the best of the knowledge and belief of the Bank (which has taken all reasonable care to ensure that such is the case), the information contained in this Tender Offer Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information.

Each Noteholder is solely responsible for making its own independent appraisal of all matters as such Noteholder deems appropriate (including those relating to the Offer) and each Noteholder must make its own decision as to whether to tender any or all of its Notes for purchase pursuant to the Offer. None of the Bank, the Dealer Managers, the Tender Agent or any of their respective directors, employees or affiliates makes any representation or recommendation whatsoever regarding the Offer, including whether Noteholders should tender Notes for purchase pursuant to the Offer.

No person is or has been authorised in connection with the Offer to give any information or to make any representation other than those contained in this Tender Offer Memorandum and any such information or representation must not be relied upon as having been authorised by the Bank, the Dealer Managers, the Tender Agent or any of their respective directors, employees or affiliates.

Neither the delivery of this Tender Offer Memorandum nor any purchase of Notes shall, under any circumstances, create any implication that the information contained in this Tender Offer Memorandum is current as of any time subsequent to the date of such information or that there has been no change in the information set out in this Tender Offer Memorandum or in the affairs of the Bank since the date of this Tender Offer Memorandum.

Noteholders who do not participate in the Offer, or whose Notes are not accepted for purchase by the Bank, will continue to hold their Notes subject to the terms and conditions of the Notes.

The applicable provisions of the Financial Services and Markets Act 2000 must be complied with in respect of anything done in relation to the Offer in, from or otherwise involving the United Kingdom.

For the avoidance of doubt, the invitation by the Bank to Noteholders contained in this Tender Offer Memorandum is an invitation to treat by the Bank and any references to any offer or invitation being made by the Bank under or in respect of the Offer shall be construed accordingly.

Unless the context otherwise requires, all references in this Tender Offer Memorandum to **Noteholders** or **holders of Notes** include:

- (i) each person who is shown in the records of the clearing and settlement systems of Euroclear Bank S.A./N.V. (**Euroclear**) or Clearstream Banking, société anonyme (**Clearstream, Luxembourg**) and, together with Euroclear, the **Clearing Systems** and each a **Clearing System**) as a holder of the Notes (also referred to as **Direct Participants** and each a **Direct Participant**); and
- (ii) each beneficial owner of the Notes holding such Notes, directly or indirectly, in an account in the name of a Direct Participant acting on the beneficial owner's behalf,

except that for the purposes of any payment to a Noteholder pursuant to the Offer of the Purchase Price and in respect of Accrued Interest, to the extent the beneficial owner of the relevant Notes is not a Direct Participant, such payment will only be made by the relevant Clearing System to the relevant Direct Participant and the making of such payment by or on behalf of the Bank to such Clearing System and by such Clearing System to such Direct Participant will satisfy the respective obligations of the Bank and such Clearing System in respect of the purchase of such Notes.

All references in this Tender Offer Memorandum to **euro** and **€** refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

INDICATIVE TIMETABLE

The following table sets out the expected dates and times of the key events relating to the Offer. This is an indicative timetable and may be subject to change.

Event	Times and Dates
<i>Commencement of the Offer</i>	
Offer announced. Tender Offer Memorandum available from the Dealer Managers and the Tender Agent.	Tuesday, 20 November 2012
<i>Expiration Deadline</i>	
Final deadline for receipt of valid Tender Instructions by the Tender Agent in order for Noteholders to be able to participate in the Offer.	5.00 p.m. (CET) on Tuesday, 4 December 2012
<i>Announcement of Offer Results and Pricing</i>	
Announcement by the Bank of whether it will accept valid tenders of Notes for purchase pursuant to the Offer and, if so accepted, (i) the Acceptance Amount, (ii) the Purchase Price, (iii) any Scaling Factor and (iv) the final aggregate principal amount of Notes that will remain outstanding after settlement on the Settlement Date.	As soon as reasonably practicable on Wednesday, 5 December 2012
<i>Settlement Date</i>	
Expected settlement date for the Offer.	Friday, 7 December 2012

*The above dates and times are subject to the Bank's right to extend, re-open, amend, waive any condition of and/or terminate the Offer (subject to applicable law and as provided in this Tender Offer Memorandum). Noteholders are advised to check with any bank, securities broker or other intermediary through which they hold Notes when such intermediary would need to receive instructions from a Noteholder in order for that Noteholder to be able to participate in, or (in the limited circumstances in which revocation is permitted) revoke their instruction to participate in, the Offer before the deadlines set out above. **The deadlines set by any such intermediary and each Clearing System for the submission and withdrawal of Tender Instructions will be earlier than the relevant deadline specified above.** See "Procedures for Participating in the Offer".*

DEFINITIONS

Acceptance Amount	The aggregate principal amount (if any) of the Notes validly tendered that the Bank determines, in its sole discretion, that it will accept for purchase.
Accrued Interest	Interest accrued and unpaid on the Notes from and including the immediately preceding interest payment date for the Notes to but excluding the Settlement Date.
Bank	NIBC Bank N.V.
Business Day	A day other than a Saturday or a Sunday or a public holiday on which commercial banks and foreign exchange markets are open for business in London and Amsterdam.
CET	Central European Time.
Clearing System Notice	The "Deadlines and Corporate Events" or similar form of notice to be sent to Direct Participants by each of the Clearing Systems on or about the date of this Tender Offer Memorandum informing Direct Participants of the procedures to be followed in order to participate in the Offer.
Clearing Systems	Clearstream, Luxembourg and Euroclear, and each separately referred to as a Clearing System .
Clearstream, Luxembourg	Clearstream Banking, <i>société anonyme</i> .
Competitive Tender Instruction	A Tender Instruction that specifies a purchase price, in 0.25 per cent. increments, in excess of the Minimum Purchase Price.
Dealer Managers	J.P. Morgan Securities plc and UBS Limited.
Direct Participant	Each person shown in the records of the Clearing Systems as a holder of the Notes.
Euroclear	Euroclear Bank S.A./N.V.
Expiration Deadline	5.00 p.m. (CET) on 4 December 2012 (subject to the Bank's right to extend, re-open, amend, waive any condition of and/or terminate the Offer).
Minimum Purchase Price	65 per cent.
Modified Dutch Auction Procedure	The modified Dutch auction procedure that will be used to determine the Acceptance Amount and the Purchase Price, as described in this Tender Offer Memorandum.
Non-Competitive Tender Instruction	A Tender Instruction that either (i) does not specify a purchase price or (ii) specifies a purchase price that is less than or equal to the Minimum Purchase Price.
Noteholder	A holder of Notes (including as further defined in the section "General" on page 10).
Notes	€100,000,000 Fixed Rate and CMS-Linked Notes due February 2040 (ISIN: XS0210781828) of the Bank.
Notifying News Service	A recognised financial news service or services (e.g. Reuters/Bloomberg) as selected by the Bank.
Offer	The invitation by the Bank, subject to the offer restrictions referred to in " <i>Offer and Distribution Restrictions</i> ", to Noteholders to tender their Notes for purchase by the Bank for cash, on the terms and subject to the conditions set out in this Tender Offer Memorandum.

Purchase Price	The purchase price (expressed as a percentage) payable by the Bank for Notes validly tendered and accepted for purchase pursuant to the Offer, which will be greater than or equal to the Minimum Purchase Price and determined in the manner described in " <i>The Offer – Modified Dutch Auction Procedure</i> ".
Scaling Factor	The factor (if any) to be used for any <i>pro rata</i> scaling of tenders of Notes pursuant to the Offer, as described in this Tender Offer Memorandum. See " <i>Further Information and Terms and Conditions – Acceptance and Scaling</i> ".
Settlement Date	7 December 2012 (subject to the Bank's right to extend, re-open, amend, waive any condition of and/or terminate the Offer).
Tender Agent	Lucid Issuer Services Limited.
Tender Instruction	The electronic tender and blocking instruction in the form specified in the Clearing System Notice for submission by Direct Participants to the Tender Agent via the relevant Clearing System and in accordance with the requirements of such Clearing System by the Expiration Deadline in order for Noteholders to be able to participate in the Offer.

FURTHER INFORMATION AND TERMS AND CONDITIONS

Background to, and rationale for, the Offer

The Bank is inviting Noteholders to tender their Notes for purchase as part of its proactive approach to capital management. The Offer is expected to improve and strengthen the quality and efficiency of the Bank's capital base, in addition to providing liquidity to investors.

Total Amount Payable to Noteholders

If the Bank decides to accept valid tenders of Notes pursuant to the Offer, the total amount that will be paid on the Settlement Date to a Noteholder for the Notes accepted for purchase from such Noteholder will be the cash amount (rounded to the nearest €0.01, with half a cent rounded upwards) equal to the sum of:

- (a) the product of (i) the aggregate principal amount of the Notes accepted for purchase from such Noteholder pursuant to the Offer and (ii) the Purchase Price; and
- (b) an amount equal to the Accrued Interest in respect of such Notes.

Acceptance and Scaling

The Bank is under no obligation to accept for purchase any Notes tendered pursuant to the Offer. The acceptance for purchase by the Bank of Notes tendered pursuant to the Offer is at the sole discretion of the Bank and tenders may be rejected by the Bank for any reason.

In the circumstances described in this Tender Offer Memorandum in which valid tenders of Notes pursuant to the Offer are to be accepted on a *pro rata* basis, each such tender of Notes will be scaled by a factor (a **Scaling Factor**) equal to (i) the Acceptance Amount less the aggregate principal amount of the Notes that have been validly tendered and accepted for purchase and are not subject to acceptance on a *pro rata* basis, divided by (ii) the aggregate principal amount of Notes that have been validly tendered in the Offer and are subject to acceptance on a *pro rata* basis (in each case rounded to 6 decimal places and subject to adjustment to allow for the aggregate principal amount of Notes accepted for purchase, following the rounding of tenders of Notes, to exactly equal the Acceptance Amount).

Each tender of Notes that is scaled in this manner will be rounded down to the nearest €1,000. In the event of any such scaling, the Bank will only accept tenders of Notes subject to scaling to the extent such scaling will not result in the relevant Noteholder transferring Notes to the Bank in an aggregate principal amount of less than €1,000, being the minimum denomination of the Notes.

Payment Pursuant to the Offer

If Notes validly tendered in the Offer are accepted for purchase by the Bank, the aggregate amounts of the Purchase Price and the Accrued Interest for such Notes in each Clearing System will be paid, in immediately available funds, on the Settlement Date to such Clearing System for payment to the cash accounts of the relevant Noteholders in the Clearing System (see "*Procedures for Participating in the Offer*"). The payment of such aggregate amounts to the Clearing Systems will discharge the obligation of the Bank to all such Noteholders in respect of the payment of the Purchase Price and Accrued Interest payments.

Provided the Bank makes, or has made on its behalf, full payment of the Purchase Price and Accrued Interest payments for all Notes accepted for purchase pursuant to the Offer to the Clearing Systems on or before the Settlement Date, under no circumstances will any additional interest be payable to a

Noteholder because of any delay in the transmission of funds from the relevant Clearing System or any other intermediary with respect to such Notes of that Noteholder.

General Conditions of the Offer

The Bank expressly reserves the right, in its sole discretion, to delay acceptance of tenders of Notes pursuant to the Offer in order to comply with applicable laws. In all cases, the purchase of Notes pursuant to the Offer will only be made after the submission of a valid Tender Instruction in accordance with the procedures described in "*Procedures for Participating in the Offer*". These procedures include the blocking of the Notes tendered in the relevant account in the relevant Clearing System from the date the relevant Tender Instruction is submitted until the earlier of (i) the time of settlement on the Settlement Date, (ii) the date of any termination of the Offer (including where such Notes are not accepted by the Bank for purchase) and (iii) the date on which the Tender Instruction is revoked (in the limited circumstances in which such revocation is permitted). See also "*Risk Factors and Other Considerations*".

The Bank will at all times have the discretion to accept for purchase any Notes tendered in the Offer, the tender of which would otherwise be invalid or, in the sole opinion of the Bank, may otherwise be invalid.

The Bank is not under any obligation to Noteholders to furnish any reason or justification for refusing to accept a tender of Notes for purchase. For example, tenders of Notes for purchase may be rejected if the Offer is terminated, if the Offer does not comply with the relevant requirements of a particular jurisdiction or for any other reason.

Notes that are not tendered or accepted for purchase pursuant to the Offer will remain outstanding.

Noteholders are advised that the Bank may, in its sole discretion, accept tenders of Notes pursuant to the Offer on more than one date if the Offer is extended, re-opened or amended.

The failure of any person to receive a copy of this Tender Offer Memorandum or any announcement made or notice issued in connection with the Offer shall not invalidate any aspect of the Offer. No acknowledgement of receipt of any Tender Instruction and/or other documents will be given by the Bank or the Tender Agent.

Announcements

Unless stated otherwise, announcements in connection with the Offer will be made by the Bank by publication through the regulatory news service of Euronext Amsterdam. Such announcements may also be made (i) by the issue of a press release to a Notifying News Service and/or (ii) on the relevant Reuters Insider Screen and/or (iii) by the delivery of notices to the Clearing Systems for communication to Direct Participants. Copies of all such announcements, press releases and notices can also be obtained from the Tender Agent, the contact details for which are set out on the last page of this Tender Offer Memorandum. Significant delays may be experienced in respect of notices delivered to the Clearing Systems and Noteholders are urged to contact the Tender Agent for the relevant announcements during the course of the Offer. Noteholders may also contact the Dealer Managers for information using the contact details set out on the last page of this Tender Offer Memorandum.

Governing Law

The Offer, each Tender Instruction and any purchase of Notes pursuant to the Offer, and any non-contractual obligations arising out of or in connection with the Offer, shall be governed by and construed in accordance with English law. By submitting a Tender Instruction, the relevant Noteholder irrevocably and unconditionally agrees for the benefit of the Bank, the Dealer Managers

and the Tender Agent that the courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with the Offer or such Tender Instruction and that, accordingly, any suit, action or proceedings arising out of or in connection with the foregoing may be brought in such courts.

RISK FACTORS AND OTHER CONSIDERATIONS

Before making a decision whether to tender Notes pursuant to the Offer, Noteholders should carefully consider all of the information in this Tender Offer Memorandum and, in particular, the following factors:

Uncertainty as to the trading market for Notes not purchased

To the extent tenders of Notes for purchase in the Offer are accepted by the Bank and the Offer is completed, the trading market for the Notes that remain outstanding following such completion may be significantly more limited. Such remaining Notes may command a lower price than a comparable issue of securities with greater market liquidity. A reduced market value and liquidity may also make the trading price of such remaining Notes more volatile. As a result, the market price for such Notes that remain outstanding after the completion of the Offer may be adversely affected as a result of the Offer. None of the Bank, the Dealer Managers or the Tender Agent has any duty to make a market in any such remaining Notes.

No obligation to accept for purchase Notes tendered

The Bank is not under any obligation to accept for purchase any Notes tendered pursuant to the Offer. Tenders of Notes may be rejected in the sole discretion of the Bank for any reason and the Bank is not under any obligation to Noteholders to furnish any reason or justification for refusing to accept a tender of Notes for purchase. For example, tenders of Notes may be rejected if the Offer is terminated, if the Offer does not comply with the relevant requirements of a particular jurisdiction or for any other reason.

Responsibility for complying with the procedures of the Offer

Holders of Notes are responsible for complying with all of the procedures for tendering Notes pursuant to the Offer. None of the Bank, the Dealer Managers or the Tender Agent assumes any responsibility for informing any holder of Notes of irregularities with respect to such holder's participation in the Offer, including any errors, manifest or otherwise in any Tender Instruction.

Completion, termination and amendment

Until the Bank announces whether it has decided to accept for purchase Notes validly tendered pursuant to the Offer, no assurance can be given that the Offer will be completed. Notes that are not successfully tendered for purchase pursuant to the Offer will remain outstanding. In addition, subject to applicable law and as provided in this Tender Offer Memorandum, the Bank may, in its sole discretion, extend, re-open, amend or terminate the Offer at any time before such announcement and may, in its sole discretion, waive any of the conditions to the Offer either before or after such announcement.

Tender Instructions irrevocable

Tender Instructions will be irrevocable except in the limited circumstances described in "*Amendment and Termination*".

Compliance with offer and distribution restrictions

Noteholders are referred to the offer and distribution restrictions in "*Offer and Distribution Restrictions*" and the agreements, acknowledgements, representations, warranties and undertakings in "*Procedures for Participating in the Offer*", which Noteholders will be deemed to make on

submission of a Tender Instruction. Non-compliance with these could result in, among other things, the unwinding of trades and/or heavy penalties.

Responsibility to consult advisers, and for assessing the merits of the Offer

Each Noteholder is solely responsible for making its own independent appraisal of all matters as such Noteholder deems appropriate (including those relating to the Offer and the Bank) and each Noteholder must make its own decision as to whether to tender any or all of its Notes for purchase pursuant to the Offer.

Noteholders should consult their own tax, accounting, financial and legal advisers regarding the suitability to themselves of the tax or accounting consequences of participating in the Offer. None of the Bank, the Dealer Managers, the Tender Agent or any director, officer, employee, agent or affiliate of any such person, is acting for any Noteholder, or will be responsible to any Noteholder for providing any protections which would be afforded to its clients or for providing advice in relation to the Offer, and accordingly none of the Bank, the Dealer Managers, the Tender Agent or any of their respective directors, employees or affiliates make any recommendation whatsoever regarding the Offer, or any recommendation as to whether Noteholders should tender their Notes for purchase pursuant to the Offer.

Restrictions on transfer of Notes

When considering whether to participate in the Offer, Noteholders should take into account that restrictions on the transfer of Notes by Noteholders will apply from the time of submission of Tender Instructions. A Noteholder will, on submitting a Tender Instruction, agree that its Notes will be blocked in the relevant account in the relevant Clearing System from the date the relevant Tender Instruction is submitted until the earlier of (i) the time of settlement on the Settlement Date, (ii) the date of any termination of the Offer (including where such Notes are not accepted by the Bank for purchase) and (iii) the date on which the Tender Instruction is revoked (in the limited circumstances in which such revocation is permitted).

Other Purchases or Redemption of Notes

Whether or not the Offer is completed, the Bank, the Dealer Managers and their respective affiliates may, to the extent permitted by applicable law, continue to acquire, from time to time during or after the Offer, Notes other than pursuant to the Offer, including through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise, upon such terms and at such prices as they may determine, which may be more or less than the prices to be paid pursuant to the Offer and could be for cash or other consideration or otherwise on terms more or less favourable than those contemplated in the Offer.

Competitive Tenders may be subject to scaling

If the aggregate principal amount of Notes validly tendered (i) pursuant to Non-Competitive Tender Instructions and (ii) pursuant to Competitive Tender Instructions that specify a purchase price less than or equal to the Purchase Price, is greater than the Acceptance Amount, the Bank intends to accept for purchase (A) first, all such Notes tendered at purchase prices less than the Purchase Price or pursuant to Non-Competitive Tender Instructions in full, and (B) second, all such Notes tendered at the Purchase Price on a pro rata basis such that the aggregate principal amount of such Notes accepted for purchase (if any) is no greater than the Acceptance Amount.

Each tender of Notes that is scaled in this manner will be rounded down to the nearest €1,000. In the event of any such scaling, the Bank will only accept tenders of Notes subject to scaling to the extent such scaling will not result in the relevant Noteholder transferring Notes to the Bank in an aggregate principal amount of less than €1,000, being the minimum denomination of the Notes.

TAX CONSEQUENCES

In view of the number of different jurisdictions where tax laws may apply to a Noteholder, this Tender Offer Memorandum does not discuss the tax consequences for Noteholders arising from the purchase of Notes by the Bank pursuant to the Offer. Each Noteholder is urged to consult its own professional advisers regarding these possible tax consequences under the laws of the jurisdictions that apply to it or to the purchase of its Notes and the receipt pursuant to the Offer of the Purchase Price and a payment in respect of Accrued Interest on the relevant Notes. Each Noteholder is liable for its own taxes and has no recourse to the Bank, the Dealer Managers or the Tender Agent with respect to taxes arising in connection with the Offer.

PROCEDURES FOR PARTICIPATING IN THE OFFER

Noteholders who need assistance with respect to the procedures for participating in the Offer should contact the Tender Agent, the contact details for which are on the last page of this Tender Offer Memorandum.

Summary of action to be taken

The Bank will only accept for purchase Notes tendered pursuant to the Offer by way of the submission of valid Tender Instructions in accordance with the procedures set out in this section "*Procedures for Participating in the Offer*".

To tender Notes for purchase pursuant to the Offer, a Noteholder should deliver, or arrange to have delivered on its behalf, via the relevant Clearing System and in accordance with the requirements of such Clearing System, a valid Tender Instruction that is received by the Tender Agent by the Expiration Deadline. Tender Instructions must be submitted in respect of a minimum principal amount of Notes of €1,000, being the minimum denomination of the Notes, and may thereafter be submitted in integral multiples of such amount.

*Noteholders are advised to check with any bank, securities broker or other intermediary through which they hold Notes when such intermediary would need to receive instructions from a Noteholder in order for that Noteholder to be able to participate in, or (in the limited circumstances in which such revocation is permitted) revoke their instruction to participate in, the Offer before the deadlines specified in this Tender Offer Memorandum. **The deadlines set by any intermediary and each Clearing System for the submission and withdrawal of Tender Instructions will be earlier than the relevant deadlines specified in this Tender Offer Memorandum.***

Tender Instructions

The tendering of Notes for purchase by a Noteholder will be deemed to have occurred upon receipt by the Tender Agent from the relevant Clearing System by the Expiration Deadline of a valid Tender Instruction submitted in accordance with the requirements of such Clearing System. The receipt of such Tender Instruction by the relevant Clearing System will be acknowledged in accordance with the standard practices of such Clearing System and will result in the blocking of the relevant Notes in the Noteholder's account with the relevant Clearing System so that no transfers may be effected in relation to such Notes.

Tender Instructions may be submitted on a "non-competitive" or a "competitive" basis. See "*The Offer – Tender Instructions*".

Noteholders must take the appropriate steps through the relevant Clearing System so that no transfers may be effected in relation to such blocked Notes at any time after the date of submission of such Tender Instruction, in accordance with the requirements of the relevant Clearing System and the deadlines required by such Clearing System. By blocking such Notes in the relevant Clearing System, each Direct Participant will be deemed to consent to have the relevant Clearing System provide details concerning such Direct Participant's identity to the Tender Agent (and for the Tender Agent to provide such details to the Bank, the Dealer Managers and their respective legal advisers).

Only Direct Participants may submit Tender Instructions. Each Noteholder that is not a Direct Participant must arrange for the Direct Participant through which such Noteholder holds its Notes to submit a valid Tender Instruction on its behalf to the relevant Clearing System before the deadlines specified by the relevant Clearing System.

It is a term of the Offer that Tender Instructions are irrevocable, except in the limited circumstances described in "*Amendment and Termination*" below. In such circumstances, Tender Instructions may be revoked by a Noteholder, or the relevant Direct Participant on its behalf, by submitting a valid electronic withdrawal instruction to the Tender Agent, via the relevant Clearing System. To be valid, such instruction must specify the Notes to which the original Tender Instruction related, the securities account to which such Notes are credited and any other information required by the relevant Clearing System.

By submitting a valid Tender Instruction to the relevant Clearing System in accordance with the standard procedures of such Clearing System, a Noteholder and any Direct Participant submitting such Tender Instruction on such Noteholder's behalf shall be deemed to agree, and acknowledge, represent, warrant and undertake, to the Bank, the Tender Agent and the Dealer Managers the following at the Expiration Deadline and the time of settlement on the Settlement Date (if a Noteholder or Direct Participant is unable to make any such agreement or acknowledgement or give any such representation, warranty or undertaking, such Noteholder or Direct Participant should contact the Tender Agent immediately):

- (a) it has received the Tender Offer Memorandum, and has reviewed and accepts the offer and distribution restrictions, terms, conditions, risk factors and other considerations of the Offer, all as described in this Tender Offer Memorandum, and has undertaken an appropriate analysis of the implications of the Offer without reliance on the Bank, the Dealer Managers or the Tender Agent;
- (b) by blocking the relevant Notes in the relevant Clearing System, it will be deemed to consent, in the case of a Direct Participant, to have such Clearing System provide details concerning its identity to the Tender Agent (and for the Tender Agent to provide such details to the Bank, the Dealer Managers and their respective legal advisers);
- (c) upon the terms and subject to the conditions of the Offer, it tenders for purchase in the Offer the principal amount of Notes blocked in its account in the relevant Clearing System and, subject to and effective upon such purchase by the Bank, it renounces all right, title and interest in and to all such Notes purchased by or at the direction of the Bank and waives and releases any rights or claims it may have against the Bank with respect to any such Notes and the Offer;
- (d) it agrees to ratify and confirm each and every act or thing that may be done or effected by the Bank, any of its directors or any person nominated by the Bank in the proper exercise of its powers and/or authority hereunder;
- (e) if the Notes tendered for purchase are accepted by the Bank it acknowledges that (i) the Purchase Price and an amount equal to the Accrued Interest for the relevant Notes will be paid in euro, (ii) such cash amounts will be deposited by or on behalf of the Bank with the Clearing Systems on the Settlement Date and (iii) on receipt of such cash amounts, the Clearing Systems will make payments promptly to the accounts in the Clearing Systems of the relevant Noteholders;
- (f) it agrees to do all such acts and things as shall be necessary and execute any additional documents deemed by the Bank to be desirable, in each case to complete the transfer of the relevant Notes to the Bank or its nominee against payment to it of the Purchase Price and an amount equal to the Accrued Interest for such Notes and/or to perfect any of the authorities expressed to be given hereunder;
- (g) it has observed the laws of all relevant jurisdictions; obtained all requisite governmental, exchange control or other required consents; complied with all requisite formalities; and paid

any issue, transfer or other taxes or requisite payments due from it in each respect in connection with any offer or acceptance in any jurisdiction and that it has not taken or omitted to take any action in breach of the terms of the Offer or which will or may result in the Bank, the Dealer Managers, the Tender Agent or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Offer;

- (h) all authority conferred or agreed to be conferred pursuant to its acknowledgements, agreements, representations, warranties and undertakings, and all of its obligations shall be binding upon its successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives, and shall not be affected by, and shall survive, its death or incapacity;
- (i) no information has been provided to it by the Bank, the Dealer Managers or the Tender Agent, or any of their respective directors or employees, with regard to the tax consequences for Noteholders arising from the purchase of Notes by the Bank pursuant to the Offer and it acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of its participation in the Offer and agrees that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Bank, the Dealer Managers or the Tender Agent, or any of their respective directors or employees, or any other person in respect of such taxes and payments;
- (j) it is not a person to whom it is unlawful to make an invitation pursuant to the Offer under applicable securities laws and it has (before submitting, or arranging for the submission on its behalf, as the case may be, of the Tender Instruction in respect of the Notes it is tendering for purchase) complied with all laws and regulations applicable to it for the purposes of its participation in the Offer;
- (k) either (a) (i) it is the beneficial owner of the Notes being tendered and (ii) it is located outside the United States and is participating in the Offer from outside the United States or (b) (i) it is acting on behalf of the beneficial owner of the Notes being tendered on a non-discretionary basis and has been duly authorised to so act and (ii) such beneficial owner has confirmed to it that it is located outside the United States and is participating in the Offer from outside the United States;
- (l) it is not located in Italy or, if it is located in Italy, it is an authorised person or is tendering Notes through an authorised person (such as an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Legislative Decree No. 58 of 24 February 1998, as amended, CONSOB Regulation No. 16190 of 29 October 2007, as amended from time to time, and Legislative Decree No. 385 of 1 September 1993, as amended) and in compliance with applicable laws and regulations or with requirements imposed by CONSOB or any other Italian authority;
- (m) it is not located or resident in the United Kingdom or, if it is located or resident in the United Kingdom, (i) it is a person falling within the definition of investment professionals (as defined in Article 19(5) of the Financial Promotion Order) or within Article 43 of the Financial Promotion Order, or to whom this Tender Offer Memorandum and any other documents or materials relating to the Offer may otherwise lawfully be communicated in accordance with the Financial Promotion Order and (ii) if it were a client of the Bank, it would be eligible to be categorised (pursuant to the FSA's rules) as a professional client or an eligible counterparty and not a retail client (but it acknowledges that it will not be treated as a client of the Bank by virtue of its participation in the Offer);
- (n) it is not located or resident in Belgium or, if it is located or resident in Belgium, it is a qualified investor, in the sense of Article 10 of the Belgian Law of 16 June 2006 on the public

offer of placement instruments and the admission to trading of placement instruments on regulated markets, acting on its own account;

- (o) if it is located or resident in France, it is a (i) provider of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*) and/or (ii) qualified investor (*investisseur qualifié*) other than an individual (all as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 to D.411-4 of the French *Code Monétaire et Financier*), acting on its own account;
- (p) it has full power and authority to tender and transfer the Notes it has tendered and, if such Notes are accepted for purchase by the Bank, such Notes will be transferred to, or to the order of, the Bank with full title free from all liens, charges and encumbrances, not subject to any adverse claim and together with all rights attached to such Notes, and it will, upon request, execute and deliver any additional documents and/or do such other things deemed by the Bank to be necessary or desirable to complete the transfer and cancellation of such Notes or to evidence such power and authority;
- (q) it holds and will hold, until the time of settlement on the Settlement Date, the Notes blocked in the relevant Clearing System and, in accordance with the requirements of, and by the deadline required by, such Clearing System, it has submitted, or has caused to be submitted, a Tender Instruction to such Clearing System to authorise the blocking of the tendered Notes with effect on and from the date of such submission so that, at any time pending the transfer of such Notes on the Settlement Date to the Bank, or to its agent on its behalf, or until any revocation of the Tender Instruction (in the limited circumstances in which revocation is permitted), no transfers of such Notes may be effected;
- (r) the terms and conditions of the Offer shall be deemed to be incorporated in, and form a part of, the Tender Instruction which shall be read and construed accordingly, and that the information given by or on behalf of such Noteholder in the Tender Instruction is true and will be true in all respects at the time of the purchase by the Bank of the Notes tendered on the Settlement Date; and
- (s) it accepts that the Bank is under no obligation to accept for purchase Notes tendered pursuant to the Offer, and accordingly such tender may be accepted or rejected by the Bank in its sole discretion and for any reason.

The receipt of a Tender Instruction by the relevant Clearing System will constitute instructions to debit the securities account of the relevant Direct Participant on the Settlement Date in respect of all of the Notes that the relevant Noteholder has tendered in the Offer pursuant to such Tender Instruction, upon receipt by such Clearing System of an instruction from the Tender Agent for such Notes to be transferred to the specified account of the Bank or its agent on its behalf and against payment by the Bank of the Purchase Price and the Accrued Interest, subject to the automatic withdrawal of those instructions on the date of any termination of the Offer (including where such Notes are not accepted for purchase by the Bank) or on the valid revocation of such Tender Instruction (in the limited circumstances in which such revocation is permitted) and subject to acceptance of such Notes by the Bank for purchase and all other conditions of the Offer.

General

Separate Tender Instructions

A separate Tender Instruction must be completed on behalf of each beneficial owner.

Irrevocability

Any Tender Instruction validly submitted in accordance with the procedures set out in this section "*Procedures for Participating in the Offer*" will be irrevocable, except in the limited circumstances described in "*Amendment and Termination*".

Irregularities

All questions as to the validity, form, eligibility and valid revocation (including times of receipt) of any Tender Instruction will be determined by the Bank in its sole discretion, which determination shall be final and binding.

The Bank reserves the absolute right to reject any and all Tender Instructions or revocation instructions not in proper form or for which any corresponding agreement by the Bank to accept would, in the opinion of the Bank and its legal advisers, be unlawful. The Bank further reserves the absolute right to waive any defects, irregularities or delay in the submission of any and all Tender Instructions or revocation instructions. The Bank also reserves the absolute right to waive any such defect, irregularity or delay in respect of particular tenders of Notes, whether or not the Bank elects to waive similar defects, irregularities or any delay in respect of any other tenders of Notes.

Any defect, irregularity or delay must be cured within such time as the Bank determines, unless waived by it. Tender Instructions will be deemed not to have been made until such defects, irregularities or delays have been cured or waived. None of the Bank, the Dealer Managers or the Tender Agent shall be under any duty to give notice to a Noteholder of any defects, irregularities or delays in any Tender Instruction or revocation instruction nor shall any of them incur any liability for failure to give such notice.

AMENDMENT AND TERMINATION

Amendment and Termination

Notwithstanding any other provision of the Offer, the Bank may, subject to applicable laws, at its option and in its sole discretion, at any time before any acceptance for purchase by it of any Notes tendered pursuant to the Offer:

- (a) extend the Expiration Deadline for, or re-open, the Offer (in which case all references in this Tender Offer Memorandum to "Expiration Deadline" shall, unless the context otherwise requires, be to the latest time and date to which the Expiration Deadline has been so extended or the Offer re-opened);
- (b) otherwise extend, re-open or amend the Offer in any respect (including, but not limited to, any increase, decrease, extension, re-opening or amendment, as applicable, in relation to the Expiration Deadline, the Settlement Date and/or the Minimum Purchase Price);
- (c) delay the acceptance of Tender Instructions or purchase of Notes validly tendered in the Offer until satisfaction or waiver of the conditions to the Offer, even if the Offer has expired; or
- (d) terminate the Offer, including with respect to Tender Instructions submitted before the time of such termination.

The Bank also reserves the right at any time to waive any or all of the conditions of the Offer as set out in this Tender Offer Memorandum.

The Bank will ensure an announcement is made of any such extension, re-opening, amendment or termination as soon as is reasonably practicable after the relevant decision is made. To the extent a decision is made to waive any condition of the Offer generally, as opposed to in respect of certain tenders of Notes for purchase only, such decision will also be announced as soon as is reasonably practicable after it is made as provided above. See "*Further Information and Terms and Conditions – Announcements*".

Revocation Rights

If the Bank amends the Offer in any way (including by way of the making of any announcement, or the issue of any supplement or any other form of update to this Tender Offer Memorandum, in which any material development is disclosed) that, in the opinion of the Bank, is materially prejudicial to Noteholders that have submitted Tender Instructions in respect of the Offer before the announcement of such amendment (which announcement shall include a statement that, in the opinion of the Bank, such amendment is materially prejudicial to such Noteholders and shall notify Noteholders of the above-mentioned revocation right), then such Tender Instructions may be revoked at any time from the date and time of the announcement of such amendment until 5.00 p.m. (CET) on the second Business Day following such announcement (subject to any earlier deadlines required by the Clearing Systems and any intermediary through which Noteholders hold their Notes).

For the avoidance of doubt, any extension or re-opening of the Offer (including any amendment in relation to the Expiration Deadline and/or Settlement Date) in accordance with the terms of the Offer as described in this section "*Amendment and Termination*" shall not be considered materially prejudicial to Noteholders that have submitted Tender Instructions, provided the settlement of such extended or re-opened Offer will be completed by the Bank by no later than the date falling five Business Days after the expected Settlement Date.

Noteholders wishing to exercise any right of revocation as set out above should do so in accordance with the procedures set out in "*Procedures for Participating in the Offer - Tender Instructions*". Beneficial owners of Notes that are held through an intermediary are advised to check with such entity when it needs to receive instructions to revoke a Tender Instruction in order to meet the above deadline. For the avoidance of doubt, any Noteholder who does not exercise any such right of revocation in the circumstances and in the manner specified above, shall be deemed to have waived such right of revocation and its original Tender Instruction will remain effective.

DEALER MANAGERS AND TENDER AGENT

The Bank has retained J.P. Morgan Securities plc and UBS Limited to act as Dealer Managers for the Offer and Lucid Issuer Services Limited to act as Tender Agent. The Bank has entered into a Dealer Manager Agreement with the Dealer Managers which contains certain provisions regarding payment of fees, expense reimbursement and indemnity arrangements relating to the Offer.

For the purposes of the settlement of the Offer on the Settlement Date, the Accrued Interest payment for each Noteholder in respect of the Notes validly tendered for purchase by such Noteholder and accepted by the Bank will be calculated by the Tender Agent on behalf of the Bank. Such calculations will, absent manifest error, be conclusive and binding on the Bank and the Noteholders.

The Dealer Managers and their respective affiliates may contact Noteholders regarding the Offer and may request brokerage houses, custodians, nominees, fiduciaries and others to forward this Tender Offer Memorandum and related materials to Noteholders. The Dealer Managers and their respective affiliates have provided and continue to provide certain investment banking services to the Bank for which they have received and will receive compensation that is customary for services of such nature.

None of the Dealer Managers, the Tender Agent or any of their respective directors, employees or affiliates assumes any responsibility for the accuracy or completeness of the information concerning the Offer contained in this Tender Offer Memorandum. None of the Dealer Managers, the Tender Agent or any of their respective directors, employees or affiliates is acting for any Noteholder, or will be responsible to any Noteholder for providing any protections which would be afforded to its clients or for providing advice in relation to the Offer, and accordingly none of the Dealer Managers, the Tender Agent or any of their respective directors, employees or affiliates assumes any responsibility for any failure by the Bank to disclose information with regard to the Bank or the Notes which is material in the context of the Offer and which is not otherwise publicly available.

Each Dealer Manager may (i) submit Tender Instructions for its own account and (ii) submit Tender Instructions (subject to the offer restrictions set out in "*Offer and Distribution Restrictions*") on behalf of other Noteholders.

None of the Dealer Managers, the Tender Agent or any of their respective directors, employees or affiliates makes any representation or recommendation whatsoever regarding the Offer, or any recommendation as to whether Noteholders should tender Notes for purchase in the Offer.

The Tender Agent is the agent of the Bank and owes no duty to any holder of Notes.

