delta lloyd groep

DELTA LLOYD N.V.

(*incorporated with limited liability in The Netherlands and having its corporate seat in Amsterdam*)

and

DELTA LLOYD TREASURY B.V.

(*incorporated with limited liability in The Netherlands and having its corporate seat in Amsterdam*)

Guaranteed by (in respect of Delta Lloyd Treasury B.V. only)

DELTA LLOYD N.V.

(*incorporated with limited liability in The Netherlands and having its corporate seat in Amsterdam*)

€2,500,000,000
Programme for the Issuance of Debt Instruments

Under this €2,500,000,000 Programme for the Issuance of Debt Instruments (the **Programme**), Delta Lloyd N.V. (**Delta Lloyd**) and Delta Lloyd Treasury B.V. (**Delta Lloyd Treasury**, together with Delta Lloyd, the **Issuers** and each an **Issuer**) may from time to time issue notes (the **Notes**) and Delta Lloyd as Issuer may from time to time issue capital securities (the **Capital Securities**, and together with the Notes, the **Instruments**) denominated in any currency agreed between the relevant Issuer and the relevant Dealer (as defined below).

If the Notes are issued by Delta Lloyd Treasury the Notes will be issued with the benefit of a guarantee in the form of a declaration in terms of article 2:403 and following of the Dutch Civil Code (the **Guarantee**) by Delta Lloyd in its capacity as Guarantor (the **Guarantor**).

Capital Securities and certain Notes may be issued in bearer form (**Bearer Instruments**). Certain other Notes may be issued in registered form (**Registered Instruments**). The maximum aggregate nominal amount of all Instruments from time to time outstanding under the Programme will not exceed €2,500,000,000 (or its equivalent in other currencies calculated as described in the Dealer Agreement described herein), subject to increase as described herein.

Instruments issued pursuant to the Programme may be rated or unrated. Where an issue of Instruments is rated, its rating will not necessarily be the same as the rating applicable to any other Instruments issued under the Programme and will be specified in the relevant Final Terms. None of these ratings is a recommendation to buy, sell or hold securities and any of them may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency without prior notice.

The Instruments may be issued on a continuing basis to one or more of the Dealers specified under "*Summary*" and any additional Dealer appointed under the Programme from time to time by the Issuers and the Guarantor (each a **Dealer** and together the **Dealers**), which appointment may be for a specific issue or on an ongoing basis. References in this Prospectus to the **relevant Dealer** shall, in the case of an issue of Instruments being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Instruments.

An investment in Instruments issued under the Programme involves certain risks. For a discussion of these risks see "*Risk Factors*".

The Authority for the Financial Markets (*Autoriteit Financiële Markten*, the **AFM**), in its capacity as competent authority under the Dutch Act on financial supervision (*Wet op het financieel toezicht*, the **Wft**), has approved this Prospectus pursuant to Chapter 5 of the Wft.

Application has been made for the admission to listing on NYSE Euronext in Amsterdam (**Euronext Amsterdam**) for Instruments issued under the Programme up to the expiry of 12 months from the date of this Prospectus. References in this Prospectus to Instruments being *"listed"* (and all related references) shall mean that such Instruments have been admitted to trading and have been listed on Euronext Amsterdam. Euronext Amsterdam is a regulated market for the purposes of Directive 2004/39/EC (the *Markets in Financial Instruments Directive*, **MiFID**). Notice of the aggregate nominal amount of Instruments, interest (if any) payable in respect of Instruments, the issue price of Instruments and any other terms and conditions not contained herein which are applicable to each Tranche (as defined under "*Terms and Conditions of the Notes/Capital Securities*") of Instruments will be set out in a final terms (the **Final Terms**) which, with respect to Instruments to be listed on Euronext Amsterdam, will be delivered to Euronext Amsterdam on or before the date of issue of the Instruments of such Tranche.

Application may also be made to the Luxembourg Stock Exchange for Instruments issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official list of the Luxembourg Stock Exchange.

The Programme provides that Instruments may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the relevant Issuer and the relevant Dealer. The Issuers may also issue unlisted Instruments and/or Instruments not admitted to trading on any market.

The Instruments have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**) or any U.S. State securities laws and may not be offered or sold in the United States or to, or for the account or the benefit of, U.S. persons unless an exemption from the registration requirements of the Securities Act is available and in accordance with all applicable securities laws of any state of the United States and any other jurisdiction.

The Issuers may agree with any Dealer that Instruments may be issued in a form not contemplated by the Terms and Conditions of the Notes or the Capital Securities herein, in which event a supplemental Base Prospectus, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Instruments.

Arranger

RABOBANK INTERNATIONAL

Dealers

ABN AMRO
BNP PARIBAS
DEUTSCHE BANK
ING COMMERCIAL BANKING
J.P. MORGAN
MORGAN STANLEY
NATIXIS
RABOBANK INTERNATIONAL
THE ROYAL BANK OF SCOTLAND

The date of this Base Prospectus is 6 October 2010.

This Prospectus comprises a Base Prospectus for the purposes of Article 5.4 of Directive 2003/71/EC (the Prospectus Directive) in relation to both Delta Lloyd and Delta Lloyd Treasury. Each of the Issuers and the Guarantor (the **Responsible Persons**) accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of each of the Issuers and the Guarantor having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Copies of Final Terms will be available from the registered office of the Issuers and the specified office set out below of each of the Paying Agents (as defined below).

This Prospectus has been prepared on the basis that, except to the extent sub-paragraph (ii) below may apply, any offer of Instruments in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**") will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Instruments. Accordingly any person making or intending to make an offer in that Relevant Member State of Instruments which are the subject of an offering contemplated in this Prospectus as completed by final terms in relation to the offer of those Instruments may only do so (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer, or (ii) if a prospectus for such offer has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State and (in either case) published, all in accordance with the Prospectus Directive, provided that any such prospectus has subsequently been completed by final terms which specify that offers may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State and such offer is made in the period beginning and ending on the dates specified for such purpose in such prospectus or final terms, as applicable. Except to the extent sub-paragraph (ii) above may apply, neither the Issuer nor any Dealer have authorised, nor do they authorise, the making of any offer of Instruments in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

This Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see "*Documents Incorporated by Reference*"). This Prospectus shall be read and construed on the basis that such documents are incorporated and form part of this Prospectus.

The Dealers have not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers as to the accuracy or completeness of the information contained or incorporated in this Prospectus or any other information provided by the Issuers or the Guarantor in connection with the Programme. No Dealer accepts any liability whether arising in tort (*onrechtmatige daad*) or contract (*overeenkomst*) or otherwise in relation to the information contained or incorporated by reference in this Prospectus or any other information provided by the Issuers or the Guarantor in connection with the Programme.

No person is or has been authorised by the Issuers or the Guarantor to give any information or to make any representation not contained in or not consistent with this Prospectus or any other information supplied in connection with the Programme or the Instruments and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuers, the Guarantor or any of the Dealers.

Neither this Prospectus nor any other information supplied in connection with the Programme or any Instruments (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuers, the Guarantor or any of the Dealers that any recipient of this Prospectus or any other information supplied in connection with the Programme or any Instruments should purchase any Instruments. Each investor contemplating purchasing any Instruments should make its own independent

investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuers and/or the Guarantor. Neither this Prospectus nor any other information supplied in connection with the Programme or the issue of any Instruments constitutes an offer or invitation by or on behalf of the Issuers or the Guarantor or any of the Dealers to any person to subscribe for or to purchase any Instruments.

Neither the delivery of this Prospectus nor the offering, sale or delivery of any Instruments shall in any circumstances imply that the information contained herein concerning the Issuers and/or the Guarantor is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuers or the Guarantor during the life of the Programme or to advise any investor in the Instruments of any information coming to their attention.

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Instruments in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus and the offer or sale of Instruments may be restricted by law in certain jurisdictions. The Issuers, the Guarantor and the Dealers do not represent that this Prospectus may be lawfully distributed, or that any Instruments may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuers, the Guarantor, or the Dealers which is intended to permit a public offering of any Instruments or distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Instruments may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus or any Instruments may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the offering and sale of Instruments. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Instruments in the United States, the European Economic Area (including the Netherlands, the United Kingdom and the Republic of France, see "*Subscription and Sale*".

All references in this document to **U.S. dollars**, **U.S.$** and **$** refer to United States dollars. In addition, all references to **Sterling** and **£** refer to pounds sterling and **euro**, **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.

In connection with the issue of any Tranche of Instruments, the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Instruments or effect transactions with a view to supporting the market price of the Instruments at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action or over-allotment may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Instruments is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Instruments and 60 days after the date of the allotment of the relevant Tranche of Instruments. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

Stabilisation transactions conducted on Euronext Amsterdam must be conducted by a Member of Euronext Amsterdam on behalf of the initial purchasers.

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SUMMARY

This summary must be read as an introduction to this Prospectus and any decision to invest in any Notes should be based on a consideration of this Prospectus as a whole, including the documents incorporated by reference. Following the implementation of the relevant provisions of the Prospectus Directive in each Member State of the European Economic Area no civil liability will attach to the Responsible Persons in any such Member State in respect of this Summary, including any translation hereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Prospectus. Where a claim relating to information contained in this Prospectus is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Prospectus before the legal proceedings are initiated.

Words and expressions defined in "*Summary of Provisions relating to the Notes while in Global Form*" and "*Terms and Conditions of the Notes/Capital Securities*" shall have the same meanings in this overview.

Issuers and Guarantor:	Delta Lloyd N.V. (**Delta Lloyd** and an **Issuer** and **Guarantor**). Delta Lloyd, domiciled in The Netherlands, is a limited liability stock company organized and operating under Dutch law. Delta Lloyd was formed in 1969 through the merger of Delta and Nedlloyd, both of which were successors to insurance companies founded in the 1800s. Delta Lloyd through its affiliates, collectively referred to as the **Delta Lloyd Group**, is one of largest insurance companies of the Benelux and a strong provider of investment products. The Delta Lloyd Group is also active in fund management and banking activities. With headquarters in Amsterdam, the Netherlands, Delta Lloyd Group employs approximately 6,100 people in a permanent position. Delta Lloyd's core markets are the Netherlands and Belgium. In addition, it is present in Germany. Delta Lloyd Treasury B.V. (**Delta Lloyd Treasury** and an **Issuer**, and together with Delta Lloyd, the **Issuers**) operates under Dutch law and was incorporated on 1 November 2006. Delta Lloyd Treasury is an indirect wholly owned subsidiary of Delta Lloyd and has no subsidiaries of its own. If Delta Lloyd Treasury issues any Notes, Delta Lloyd will fully and unconditionally guarantee the due and punctual payment of the principal of, any premium and any interest on those Notes, when and as these payments become due and payable, whether at maturity, upon redemption or declaration of acceleration, or otherwise. Only Delta Lloyd will issue Capital Securities.
Risk factors:	There are certain factors that may affect the Issuers' and the Guarantor's ability to fulfil its obligations under

	Instruments issued under the Programme. These are set out under "*Risk Factors*" and include amongst others credit risk, interest rate risk, equity market risk and currency exchange risk. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Instruments issued under the Programme. These are set out under "*Risk Factors*" and include the fact that the Instruments may not be a suitable investment for all investors, certain risks relating to the structure of particular Series of Instruments and certain market risks
Description:	Delta Lloyd N.V. and Delta Lloyd Treasury B.V. €2,500,000,000 Programme for the Issuance of Debt Instruments guaranteed by Delta Lloyd N.V.
Arranger:	Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (Rabobank International)
Dealers:	ABN AMRO Bank N.V. BNP Paribas Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (Rabobank International) Deutsche Bank AG, London Branch ING Bank N.V. J.P. Morgan Securities Ltd. Morgan Stanley & Co. International plc Natixis The Royal Bank of Scotland plc The Issuers may from time to time terminate the appointment of any Dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Prospectus to **Permanent Dealers** are to the persons listed above as Dealers and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and references to **Dealers** are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.
Certain Restrictions:	Each issue of Instruments denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see "*Subscription and Sale*").
	Notes having a maturity of less than one year Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the United

	Kingdom, constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000 (**FSMA**) unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent, see "*Subscription and Sale*".
Principal Paying Agent:	Deutsche Bank AG, London Branch
Registrar	Deutsche Bank Luxembourg S.A.
Programme Size:	Up to €2,500,000,000 (or its equivalent in other currencies calculated as described in the Dealer Agreement) outstanding at any time. The Issuers and the Guarantor may increase the amount of the Programme in accordance with the terms of the Dealer Agreement.
Distribution:	Instruments may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Currencies:	Instruments may be denominated in Euro, Sterling, U.S. dollars and, subject to any applicable legal or regulatory restrictions, any other currency agreed between the Issuers and the relevant Dealer.
Maturities:	The Instruments will have such maturities as may be agreed between the Issuers and the relevant Dealer, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuers or the relevant Specified Currency. The Instruments may also be undated.
Issue Price:	Instruments may be issued on a fully-paid or a partly-paid basis and at an issue price which is at par or at a discount to, or premium over, par.
Form of Instruments:	The Instruments will be issued in bearer or registered form. Registered Instruments will not be exchangeable for Bearer Instruments and *vice versa*.
Fixed Rate Instruments:	Fixed interest will be payable on such date or dates as may be agreed between the relevant Issuer and the relevant Dealer and, on redemption, will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuers and the relevant Dealer.
Floating Rate Instruments:	Floating Rate Instruments will bear interest at a rate determined:

(a) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the Issue Date of the first Tranche of the Instruments of the relevant Series); or

(b) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or

(c) on such other basis as may be agreed between the relevant Issuer and the relevant Dealer.

The margin (if any) relating to such floating rate will be agreed between the relevant Issuer and the relevant Dealer for each Series of Floating Rate Instruments.

Index Linked Notes: Payments of principal in respect of Index Linked Redemption Notes or of interest in respect of Index Linked Interest Notes will be calculated by reference to such index and/or formula or to changes in the prices of securities or commodities or to such other factors as the Issuers and the relevant Dealer may agree.

Other provisions in relation to Floating Rate Instruments and Index Linked Interest Notes: Floating Rate Instruments and Index Linked Interest Notes may also have a maximum interest rate, a minimum interest rate or both.

Interest on Floating Rate Instruments and Index Linked Interest Notes in respect of each Interest Period, as agreed prior to issue by the Issuers and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the Issuers and the relevant Dealer.

Dual Currency Notes: Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as the Issuers and the relevant Dealer may agree.

Zero Coupon Notes: Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.

Redemption: The applicable Final Terms will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than in specified instalments, if applicable, or for taxation, regulatory or rating reasons or

	following an Event of Default) or that such Notes will be redeemable at the option of the relevant Issuer and/or the Noteholders upon giving notice to the Noteholders or the relevant Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Issuers and the relevant Dealer. The terms of any such redemption, including notice periods, any relevant conditions to be satisfied and the relevant redemption dates and prices will be indicated in the applicable Final Terms Redemption of Subordinated Notes may be subject to prior consent from the Regulator. The applicable Final Terms may provide that Notes may be redeemable in two or more instalments of such amounts and on such dates as are indicated in the applicable Final Terms. Early redemption of the Capital Securities may be permitted, *inter alia*, for taxation, regulatory, accounting or rating reasons as further described in "*Terms and Conditions of the Capital Securities*".
Denomination of Instruments:	The Instruments will be issued in such denominations as may be agreed between the relevant Issuer and the relevant Dealer save that the minimum denomination of each Instrument will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency, see "*Certain Restrictions - Notes having a maturity of less than one year*" above, and save that the minimum denomination of each Instrument admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive will be €1,000 (or, if the Instruments are denominated in a currency other than euro, the equivalent amount in such currency).
Taxation:	All payments in respect of the Instruments will be made without deduction for or on account of withholding taxes imposed by any Tax Jurisdiction as provided in Condition 9 and 11 (*Taxation*), respectively, of the Notes/Capital Securities. In the event that any such deduction is made, the relevant Issuer or, as the case may be, the Guarantor will, save in certain limited circumstances provided in Condition 9 and 11 (*Taxation*), respectively, of the Notes/Capital Securities, be required to pay additional amounts to cover the amounts so deducted.

Negative Pledge:	The terms of the Senior Notes will contain a negative pledge provision as further described in Condition 4 of the Notes (*Negative Pledge*).
Cross Default:	The terms of the Senior Notes will contain a cross default provision as further described in Condition 11 of the Notes (*Events of Default*).
Status of the Instruments:	Instruments may be issued on a subordinated or unsubordinated basis, as specified in the relevant Final Terms. Capital Securities will always be subordinated.
Condition to Payment:	Payments in respect of the Capital Securities are conditional upon the Mandatory Non-payment Condition not being met at the time of payment and no principal or Payments shall be payable in respect of the Capital Securities except to the extent that the Mandatory Non-payment Condition is not met and Delta Lloyd could make such payments without the Mandatory Non-payment Condition being met. See more particularly described in Condition 2 (*Status*) of the Capital Securities. This may (if specified in the Final Terms) also apply to Subordinated Notes, see Condition 3(d) of the Notes.
Mandatory Deferral of Payments:	If the Mandatory Non-payment Condition is met, Delta Lloyd will defer further Payments (such term does not include principal) on the Capital Securities for any period of time subject to the Mandatory Non-payment Condition no longer being met. Any Payments so deferred will not accrue interest, unless otherwise specified in the Final Terms. See more particularly described in Condition 4 (*Deferrals*) of the Capital Securities below. This may (if specified in the Final Terms) also apply to Subordinated Notes, see Condition 6 (b) (iii) and 3(d) of the Notes.
Optional deferral:	Delta Lloyd may at its discretion elect to defer any Payment (such term does not include principal) on the Capital Securities for any period of time (subject to limited exceptions). Any Payment deferred pursuant to Delta Lloyd's optional right to defer will bear interest at the applicable Coupon Rate, unless otherwise specified in the Final Terms. See more particularly described in Condition 4 (*Deferrals*) of the Capital Securities below. This may (if specified in the Final Terms) also apply to Subordinated Notes, see Condition 6(b) of the Notes.
Loss Absorption:	Upon the occurrence of a Loss Absorption Event, Delta Lloyd may (among other things) determine that the principal amount of the Capital Securities needs to be written down. Any write-down of the principal amount of the Capital Securities shall be made, *pari passu* and pro rata with Delta Lloyd's tier 1 basic own fund items (as

	determined in accordance with Capital Adequacy Regulations), only to the extent necessary to enable Delta Lloyd to remedy such Loss Absorption Event. The principal amount of the Capital Securities may, under certain circumstances, be written up, all as further described in Condition 5 (*Principal Loss Absorption and Write-up*) of the Capital Securities.
Guarantee:	Delta Lloyd has issued a guarantee in respect of the debts of Delta Lloyd Treasury, which is in the form of a declaration in terms of Article 2:403 and following of the Dutch Civil Code (a **403 Declaration**). The 403 Declaration constitutes a statement of joint and several liability governed by and construed in accordance with Dutch law. Copies of the 403 Declaration can be obtained from the Commercial Register of the Chamber of Commerce for Amsterdam.
Rating:	The rating of certain Series of the Instruments to be issued under the Programme may be specified in the applicable Final Terms.
Listing and admission to trading:	The Authority for the Financial Markets (*Autoriteit Financiële Markten*, the **AFM**), in its capacity as competent authority under the Dutch Act on financial supervision (*Wet op het financieel toezicht*, the **Wft**), has approved this Prospectus pursuant to Chapter 5 of the Wft. Application has been made to Euronext Amsterdam for the admission to listing on NYSE Euronext in Amsterdam for Instruments issued under the Programme up to the expiry of 12 months from the date of this Prospectus. Application may be made to the Luxembourg Stock Exchange for Instruments issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange. Instruments may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the relevant Issuer and the relevant Dealer in relation to the Series. Instruments which are neither listed nor admitted to trading on any market may also be issued. The applicable Final Terms will state whether or not the relevant Instruments are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.
Governing Law:	The Instruments and any non-contractual obligations arising out of or in connection with the Notes will be

	governed by, and construed in accordance with Dutch law
Selling Restrictions:	There are restrictions on the offer, sale and transfer of the Instruments in the United States, the European Economic Area (including the Netherlands, the United Kingdom and the Republic of France and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Instruments, see "*Subscription and Sale*".

RISK FACTORS

Each of the Issuers believes that the following factors may affect its ability to fulfil its obligations under Instruments issued under the Programme. All of these factors are contingencies which may or may not occur and neither of the Issuers is in a position to express a view on the likelihood of any such contingency occurring.

In addition, factors which are material for the purpose of assessing the market risks associated with Instruments issued under the Programme are also described below.

Each of the Issuers believes that the factors described below represent the principal risks inherent in investing in Instruments issued under the Programme, but the inability of the relevant Issuer to pay interest, principal or other amounts on or in connection with any Instruments may occur for other reasons which may not be considered significant risks by the Issuers based on information currently available to them or which they may not currently be able to anticipate. Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

FACTORS THAT MAY AFFECT THE ISSUERS' AND THE GUARANTOR'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER INSTRUMENTS ISSUED UNDER THE PROGRAMME OR UNDER THE GUARANTEE

Financial Risks

Changes in the financial markets and general economic conditions could have a material adverse effect on the Group's business, revenues, results and financial condition

The Group's revenues, results and financial condition are affected by changing financial market and general economic conditions, which are outside the control of the Group. These conditions can cause the Group's results of operations to fluctuate from year to year, as well as on a longterm basis, in ways that may be unpredictable. These conditions include employment levels, consumer lending and spending, corporate spending, changes in monetary policies, changes in availability of debt financing, inflation, as well as fluctuations in interest rates, fluctuations in prices of equity, other securities or property in the countries in which it operates. The Group will also be affected by the impact on financial markets which may arise from catastrophic events, terrorism and other acts of war and the governmental and political developments relating to the foregoing, as well as social or political instability, diplomatic relations and international conflicts. These conditions also include economic cycles such as insurance industry cycles, particularly with respect to general insurance, and banking industry cycles as well as financial market cycles, including volatile movements in market prices for securities. The general insurance industry cycles are characterised by periods of price competition, fluctuations in underwriting results and the occurrence of unpredictable weather-related and other losses.

Global financial markets have recently experienced extreme and unprecedented volatility and disruption, which have had, and may continue to have, a material adverse effect on the Group's revenues, results and financial condition. Further significant downturns in equity markets, further downward appraisals of property values and/or significant movements of interest rates and credit spreads could have a material adverse effect on the Group's capital and solvency position and results. The economic downturns could also result in increased incidence of internal and external fraud, including fraudulent claims by customers, theft, corruption and insider trading. Emergency measures designed to stabilise the European Union and the US financial markets are beginning to wind down.

As a result of the recent economic downturn, driving many countries into recession (including the Netherlands, Belgium and Germany where the Group operates), there have been increasingly high levels of unemployment. Bank lending has been severely reduced and the housing markets in Europe and North

America have declined. In addition to the other risks described in this section, these conditions have resulted, and may continue to result, in a reduction in demand for the Group's products, as well as a reduction in the value of its assets under management (**AUM**). The Group has experienced, and may continue to experience, more fluctuations in claims and policy lapses and withdrawals. Any reduction in demand for the Group's products, decline in the market value of the Group's assets under management or an increase in policy lapses or withdrawals, would result in a reduction in the fee and premium income generated by the Group.

Furthermore, the Group's cost of protecting itself against certain risks, in particular interest rate volatility and equity risk, that are related to these distressed conditions through, for instance, derivative instruments has been proportionally higher due to the volatility in the financial markets. The Group cannot predict how long these distressed conditions will continue, but sustained volatility and continuance of these distressed conditions or any repeat of such distressed conditions could increase the costs of hedging and materially adversely affect its business, revenues, results, cash flows and financial condition.

The Group is exposed to credit risks, and defaults or increased fear of default of the Group's debtors or entities in which the Group has invested could have a material adverse effect on the value of the Group's assets

Credit risk refers to the potential losses incurred by the Group as a result of debtors not being able to fulfil their obligations when due, or a perceived increased likelihood thereof. Losses incurred due to credit risk include actual losses from defaults, market value losses due to credit rating downgrades and/or spread widening, or impairments and write-downs (for instance, if a bank loan is deemed no longer fully recoverable). Both the Group's insurance and banking businesses are exposed to various types of general credit risk, including spread risk, default risk and concentration risk.

Like most insurance companies, the Group has a significant fixed income portfolio in which assets are matched against both its life and general insurance liabilities. The fixed income portfolio is measured at fair market value. The Group is exposed to the risk that the market value of these assets decreases. A number of factors can cause an individual asset or a whole class of assets to decrease in market value, including a perception or fear in the market that there is an increase in the likelihood of defaults (the "spread risk"), or a material decline in the liquidity of these assets making them difficult to value.

The Group is also exposed to default risk, which is the risk that third parties owing money, securities or other assets to the Group do not pay or fulfil their obligations when due. These parties include trading counterparties, counterparties under swaps and credit and other derivative contracts, clearing agents, exchanges, clearing houses, reinsurers, bond issuers, and financial intermediaries. The Group's banking subsidiaries are exposed to the credit risk of borrowers. Third parties may default on their obligations to the Group due to bankruptcy, lack of liquidity, downturns in the economy or real estate values, operational failure, fraud or other reasons.

The Group is also exposed to concentration risk, which is the risk of default by counterparties or investments in which it has taken large positions. A single default of a large exposure could therefore lead to a significant loss for the Group.

The Group is exposed to counterparty risk in relation to other financial institutions. Deteriorations in the financial soundness of other financial institutions may have a material adverse effect on the Group's business, revenues, results and financial condition

Due to the nature of the global financial system, financial institutions, such as the Group, are interdependent as a result of trading, counterparty and other relationships. Other financial institutions with whom the Group conducts business act as counterparties to the Group in such capacities as borrowers under loans, issuers of securities, customers, banks, reinsurance companies, trading counterparties, counterparties under swaps and credit and other derivative contracts, clearing agents, exchanges, clearing houses, brokers and dealers, commercial banks, investment banks, mutual and hedge funds and other financial intermediaries. In any of

these capacities, a financial institution acting as a counterparty may not perform their obligations due to, among other things, bankruptcy, lack of liquidity, market downturns or operational failures, and the collateral or security they provide may prove inadequate to cover their obligations at the time of the default.

The interdependence of financial institutions means that the failure of a sufficiently large and influential financial institution due to disruptions in the financial markets could materially disrupt securities markets or clearance and settlement systems in the markets. This could cause severe market declines or volatility. Such a failure could also lead to a chain of defaults by counterparties that could materially adversely affect the Group. This risk, known as "systemic risk", could adversely impact future product sales as a result of reduced confidence in the insurance and banking industries. It could also reduce results because of market declines and write-downs of assets and claims on third parties. The Group believes that despite increased focus by regulators around the world with respect to systemic risk, this risk remains part of the financial system in which the Group operates and dislocations caused by the interdependency of financial market participants could have a material adverse effect on its business, revenues, results and financial condition.

The Group's exposure to fluctuations in the equity, fixed income and property markets could result in a material adverse effect on its returns on invested assets and the value of its investment portfolio or its solvency position

The Group's investment returns are highly susceptible to fluctuations in equity, fixed income and property markets.

The Group bears all the risk associated with its own investments. Fluctuations in the equity, fixed income and property markets affect the Group's profitability, capital position and sales of equity related products. A decline in any of these markets will lead to a reduction of unrealised gains in the asset or result in unrealised losses and could result in impairments. Any decline in the market values of these assets reduces the Group's solvency, which could materially adversely impact the Group's financial condition and the Group's ability to attract or conduct new business.

The value of the Group's own risk fixed income portfolio could be affected by changes in the credit rating of the issuer of the securities as well as by liquidity generally in the bond markets. When the credit rating of the issuer of the debt securities falls, the value of the fixed income security may also decline. In addition, most of the Group's fixed income securities are classified as financial assets at fair value through profit or loss and, as a result, any decline in the market value of these fixed income securities is reflected as a loss in the period during which it occurred, even if the Group has not sold the securities but kept them in its portfolio.

The value of the Group's property portfolio is subject to risks related to, amongst others, occupancy levels, rent levels, consumer spending, prices of properties and interest rates. Due to the recent economic downturn, the property market faces worsening commercial property occupancy levels and low consumer spending on residential property, which, in turn, could reduce returns on property investments. Occupancy levels could drop if the Group does not properly manage the contractual provisions governing the leases related to the properties. For instance, short-term contracts or provisions entitling customers to terminate contracts early could reduce occupancy. The recent economic downturn could also result in a further decline in the market values of residential and commercial properties as a result of reluctance in the market to further buy property or to invest in new building projects. Any decline in the market values of its property investments could have a material adverse effect on the Group's business, revenues, results and financial condition.

The Group is exposed not only in respect of its own capital invested in equities, fixed income assets and property, but also in respect of its liabilities to policyholders in respect of the funds of policyholders and other customers invested in equities, fixed income assets and property under life insurance contracts such as unit-linked products and investment contracts.

Many of the Group's life insurance products guarantee a minimum investment return or minimum accumulation at maturity to the policyholder. In the event that the decline in value of the invested assets is

greater than the decline in liabilities associated with the guaranteed benefits, the Group must increase its provisions formed for the purpose of funding these future guaranteed benefits, which will result in an adverse impact on the Group's results.

In addition, the Group's revenues from unit-linked products (including those without minimum guarantees) and investment contracts depend on fees paid by the customer. Because those fees are generally assessed as a percentage of AUM (Assets under Management), they vary directly with the market value of such assets. Therefore a general decline in financial markets, including in particular equity markets, will reduce the Group's revenues under these contracts.

Interest rate volatility and sustained low interest rate levels could have a material adverse effect on the Group's revenues, results and financial condition

Interest rate risk generally originates from movements of interest rates, either upwards or downwards, and a mismatch in the duration of assets and liabilities. Interest rates are highly sensitive to many factors, including governmental, monetary and tax policies, domestic and international economic and political considerations, fiscal deficits, trade surpluses or deficits, regulatory requirements and other factors beyond the control of the Group. The value of the Group's liabilities in respect of certain products, notably annuities, varies as interest rates fluctuate. While the value of fixed income assets and derivatives is also affected by fluctuations in interest rates, the impact of such fluctuations on assets and liabilities may be different due to factors such as differences in volume and duration.

The Group uses derivative instruments such as interest rate swaps and swaptions to mitigate its exposure to interest rate volatility. Any mismatch between the interest rate used for discounting the liabilities and the hedged interest rate could render the hedge unsuccessful and expose the Group to unexpected losses and volatility.

Interest rates of different maturities can also fluctuate relative to each other. This results in a steepening or flattening of the yield curve.

Prolonged investment underperformance of the Group's funds under management may cause existing customers to withdraw funds and potential customers not to grant investment mandates, which could have a material adverse effect on the Group's business, revenues, results and financial condition

When buying investment products or selecting an investment manager, customers (including pension funds and intermediaries) typically consider, among others, the historic investment performance of the product and the individual who is responsible for managing the particular fund. This is also true in relation to certain investment products sold by the Group's life assurance and pension business such as life pensions. In the event that the Group does not provide satisfactory or appropriate investment returns in the future, underperforms in relation to its competitors, does not sell an investment product which a customer requires or loses its key individual investment managers, existing customers (including pension funds) may decide to reduce or liquidate their investment or, alternatively, transfer their mandates to another investment manager. In addition, potential customers may decide not to grant investment mandates. Such a prolonged period of investment underperformance could have a material adverse effect on the Group's business, revenues, results and financial condition.

Illiquidity of certain investment assets could prevent the Group from selling investments at fair prices in a timely manner

Liquidity risk is inherent in much of the Group's business. Each asset purchased and liability sold has unique liquidity characteristics. Some assets have high liquidity in that they can be converted into cash relatively quickly, while other assets, such as privately placed loans, mortgage loans, property and limited partnership interests, have low liquidity. Market downturns exacerbate low liquidity. They may also reduce the liquidity

of those assets which are typically liquid, as has occurred with the markets for asset-backed securities relating to property assets and other collateralised debt and loan obligations.

Starting in 2007, market conditions were affecting the value and liquidity of most asset classes and in particular asset-backed securities. These conditions were exacerbated by the sharp reduction in global demand for most financial assets that began towards the end of the third quarter of 2008. Due to the continuing illiquidity in the capital markets for certain asset classes such as structured credit, the Group may be unable to sell or buy assets at market efficient prices and may therefore realise investment losses or be obliged to issue securities at higher financing costs. In addition, illiquid markets could result in the Group's banking business line being required to hold higher positions of liquid but low yielding assets as a buffer or having to raise or hold additional funds for operational purposes through financings, thereby adversely affecting revenues and results.

Adverse experience compared with the assumptions used in pricing products, establishing provisions and reporting business results could have a material adverse effect on the Group's business, revenues, results and financial condition

The Group's financial results from its operations and its embedded value depend to a significant extent on whether its actual experience is consistent with the assumptions and models used at the time the policy is underwritten, when setting the prices for products and establishing the provisions for future policy benefits and claims. These assumptions are estimates based on historical data and statistical projections of what the Group believes the settlement and administration of its liabilities will be and are therefore applied to arrive at quantifications of some of the Group's risk exposures.

Although the Group monitors its actual experience against the assumptions it has used and refines its long-term assumptions in accordance with actual experience, it is impossible to determine the precise amounts that are ultimately payable. Statistical methods and models may not accurately quantify the Group's risk exposure if circumstances arise that were not observed in the historical data or if the data otherwise proves to be inaccurate.

Lapse risk, which is the risk of policy lapses or withdrawal increases beyond expectations, is another important variable for the Group's business as the Group is not always able to fully recover the up-front expenses incurred by it in selling a product and it may force the Group to sell assets at depressed prices. The Group's exposure to lapse risk has increased from January 2010, due to a change brought about by the Dutch Association of Insurers (*Verbond van Verzekeraars*) (**Dutch Association of Insurers**) that entitles individual general insurance policyholders to terminate their policies on one month's notice after an initial term of one year. Lapse risk could have a material adverse effect on the Group's fee income, revenues and results.

In addition, certain acquisition costs related to the sale of new policies and the purchase of policies already in force are deferred and recorded as assets on the Group's balance sheet and are amortised into income over time. If the assumptions relating to the future profitability of these policies (such as assumptions relating to future claims, investment income and expenses) are not realised, these costs could be amortised faster or written off entirely if deemed unrecoverable. The accelerated amortisation or write-off could have a material adverse effect on the Group's results.

Changes in longevity, mortality and morbidity experience may materially adversely affect the results of the Group

The Group's insurance business is exposed to longevity risk (the risk the insured party lives longer), mortality risk (the risk the insured party dies sooner) and morbidity risk (the risk the insured party falls seriously ill or is disabled).

Annuities (including the Group's single premium group pension business) and other life insurance products are subject to longevity risk, which is the risk that annuitants live longer than was projected at the time their

policies were issued, with the result that the insurer must continue paying out to the annuitants for longer than anticipated (and therefore longer than was reflected in the price of the annuity and in the liability established for one policy).

Although the Group believes that its established provisions are adequate, due to the uncertainties associated with such provisions (in particular the risk of future life expectancy increasing at a faster rate than expected), there can be no assurance that its provisions will indeed be adequate and the Group expects more additions to its provisions on account of longevity risk will have to be made in future years. Should the provisions be insufficient, the Group's business could suffer significant losses that could have a material adverse effect on its business, revenues, results and financial condition.

The Group's life insurance business is also exposed to mortality risk, especially in term life insurance and pension contracts where the surviving partner is the beneficiary. The mortality risk associated with the Group's life business has been partly reinsured in an effort to control the risk.

The Group's general insurance business, especially its income protection and disability products, is exposed to morbidity risk, in particular the risk that more policyholders than anticipated will suffer from long-term health impairments and the risk, in the case of income protection or waiver of premium benefits, that those who are eligible to make a claim do so for longer than anticipated (and therefore longer than was reflected in the price of the policies and in the liability established for the policies). Improvements in medical treatments that prolong life without restoring the ability to work could lead to the crystallisation of these risks. The Group has partly reinsured the morbidity risk in an effort to control this risk.

Reinsurance may not be available, affordable or adequate to protect the Group against losses, and reinsurers may default on their reinsurance obligations

As part of its overall risk and capacity management strategy, the Group purchases reinsurance for certain risks underwritten by various of its business lines, in particular general insurance. Market conditions beyond the Group's control determine the availability and cost of reinsurance. The Group may therefore be forced to incur additional expenses for reinsurance or may not be able to obtain sufficient reinsurance on acceptable terms, which could materially adversely affect its ability to write future business and expose it to higher levels of losses. The ceded risks vary significantly based on individual treaties.

Catastrophic events could result in material financial losses in the Group's insurance business

The Group's results and financial condition could be adversely affected by volatile natural and man-made disasters such as hurricanes, heavy storms, earthquakes, terrorism, riots, fires and explosions, pandemic disease and other catastrophes. The Group's exposure is a function of the frequency of catastrophic events and the severity of the individual events. The incidence and severity of catastrophes are inherently unpredictable and a single catastrophe or multiple catastrophes in any one year could have an adverse effect on the Group's financial condition. Over the past several years changing weather patterns and climatic conditions have added to the unpredictability and frequency of natural disasters in certain parts of the world and created additional uncertainty as to future trends and exposure. Generally, the Group seeks to reduce its exposure to these events through individual risk selection, monitoring risk accumulation and purchasing reinsurance. However, such efforts to reduce exposure may not be successful and such events could therefore lead to considerable financial loss, which could materially adversely affect the Group's results and financial condition.

Strategic Risks

The Group relies heavily on its network of intermediaries in the Netherlands to sell and distribute its products and may not be able to maintain a competitive distribution network

Although the Group uses a number of distribution channels for the marketing and offering of its products and services in the Netherlands, its intermediary channel is by far the most important.

The intermediaries in the Netherlands are independent of the Group. While the Group does provide financing for some Dutch intermediaries, it does not take equity stakes in them. In addition, the Group does not have exclusivity agreements in place with Dutch intermediaries so they are free to offer products from other insurance companies as well, and there is no obligation on them to give precedence to the products of the Group.

The successful distribution of the Group's products in the Netherlands therefore depends on the preferences of intermediaries for its products and services. An intermediary assesses which companies are suitable for it and its customers by considering, among other things, the security of investment and prospects for future investment returns in the light of a company's product offering, past investment performance, financial strength and perceived stability, ratings, the amount of initial and recurring sales commission and fees paid by a company and the quality of the service provided to the intermediary. An intermediary then determines which products are most suitable by considering, among other things, product features and price. An unsatisfactory assessment of the Group and its products based on any of these factors could result in the Group generally, or in particular certain of its products, not being actively marketed by intermediaries to their customers in the Netherlands.

The Group faces significant competition from other insurers and non-insurance financial services companies such as banks, broker-dealers and asset managers which offer the same or similar products and services, in each of its markets

There is substantial competition in the financial services industry that is based principally on price, product features, commission structures, financial strength, claims paying ability, ratings, administrative performance, support services and name recognition. The Group faces intense competition from a large number of insurance companies and non-insurance financial services companies such as banks, broker-dealers and asset managers, regarding the delivery of products to individual customers, pension funds and intermediaries. The Dutch and Belgian insurance markets are mature and highly penetrated markets, and the growth potential of insurance companies in these countries is limited. Some of the Group's competitors may have greater financial, technical and operating resources or have more established and diversified operations in terms of product range, distribution channels and geographical spread or offer alternative products, more efficient service delivery or more competitive pricing than the Group. Some of the Group's competitors may also be subject to more favourable regulatory requirements.

Generally, the Group could lose market share, incur losses on some or all of its activities and experience lower growth, if it is unable to offer competitive, attractive and innovative products and services that are also profitable, does not choose the right product offering or distribution strategy, fails to implement such a strategy successfully or fails to adhere or successfully adapt to such demands and changes.

In addition, the Group's competitive position could also be materially adversely impacted if it is unable to reduce and control its operating expenses, and as a result it is unable to follow the market in offering lower prices, causing its products to lose their competitiveness. Furthermore, competition could be intensified by the development of alternative distribution channels for certain types of insurance and securities products. Any increase in competition could result in increased pressure on product pricing and commissions on a number of products, which could, in turn, have a material adverse effect on the Group's results and harm its ability to maintain or increase its market share.

The Group is exposed to further changes in the competitive landscape in which it operates

The recent economic downturn has resulted in important changes in the competitive landscape in which the Group operates and further changes can be expected. The financial distress experienced by certain financial services industry participants in the Netherlands and Belgium and (including some of the Group's major competitors) as a result of such market and economic conditions have led and may lead to further consolidation in both the insurance and banking markets through acquisitions, forced takeovers and the formation of new alliances. An increased level of consolidation could enhance the competitive position of some of the Group's competitors by broadening their product and services ranges, increasing their distribution channels and their access to capital. Although the Group will continuously evaluate its opportunities for acquisitions, joint ventures, alliances or investments that may take advantage of such consolidation, any failure by the Group to successfully identify suitable transactions, properly value transactions, complete transactions or otherwise respond to changes in the competitive landscape could harm the Group's competitive position, and its ability to maintain or increase its market share and profitability.

Regulatory changes can also open up new areas of competition. The Dutch State is expected to further ease regulatory restrictions on pension fund involvement in insurance activities. As a result, pension funds may be able to enter areas that, until recently, were exclusively serviced by insurance companies. Any such regulatory changes resulting in pension funds being allowed to service markets currently primarily serviced by insurance companies could alter competitive positions as the pension funds have strong, recognised brands that are synonymous with reliability, trustworthiness and financial stability. Pension funds also have easy access to large numbers of participants and pensioners for cross-selling of any of their insurance products. Furthermore, pension funds are not subject to the same regulatory supervision and solvency restrictions as insurers.

Regulatory changes could also result in a reduction in the demand for the Group's pension products. Since 2007, companies that previously only had the option of going to an insurer or incorporating their own pension plans, now also have the option to affiliate with industry-wide pension funds on a voluntary basis. Furthermore, as of 1 January 2008 it is possible for divested companies to remain affiliated with the company pension fund of their former parent company, while they were previously obliged to obtain an insurer or incorporate its own pension fund to administer its pension plan. In addition, the Dutch State has also announced plans to introduce new pension vehicles which would enable pension funds to cooperate and realise cost savings through economies of scale without having to pool their assets. They would provide pension funds with an alternative to the Group's pension products. The introduction of multi-company pension funds for Dutch companies would provide pension funds with an alternative to transferring their pension schemes directly to insurers.

On 1 January 2008, the Dutch Bank Saving Act (*Wet banksparen*, the **Dutch Bank Saving Act**) entered into force, with the stated purpose to increase competition in the life insurance market. The Dutch Bank Saving Act allows banks to offer a product called *bancaire lijfrente* which enjoys the same tax advantages as a life insurance policy. Banks can offer this product on terms and at prices that are competitive with an individual life insurance policy. Following the introduction of this act, banks, who may have broader distribution channels, increased resources and easier access to capital, have been offering *bancaire lijfrente* for pension accumulation and mortgage loan repayment and home mortgage savings accounts.

The competitive landscape in which the Group operates could be further affected by certain governmental actions in the Netherlands and Belgium to address the severe dislocations in the financial markets. Governments have injected capital or otherwise supported some of the Group's competitors in the markets in which it operates. Although this government support is subject to strict European legal restrictions on state aid that are generally aimed at avoiding unfair competition, the risk remains that competitors that have received capital injections from a government are able to offer products on more favourable terms or better prices than would otherwise be the case, which could hurt the Group's market share and have a material adverse effect on its revenues, profits and financial condition.

The Group is exposed to the risk of damage to any of its brands, brands of its partners or its reputation

The Group's success and results are, to a certain extent, dependent on the strength of its brands and the Group's reputation. The Group and its products are vulnerable to adverse market perception as it operates in an industry where integrity, customer trust and confidence are paramount. The Group relies on its principal brand, Delta Lloyd, but is also dependent on other brands such as OHRA, ABN AMRO Insurance, Erasmus and Cyrte Investments B.V. (**Cyrte**). The Group is exposed to the risk that litigation (such as on mis-selling), employee misconduct, operational failures, the outcome of regulatory investigations, press speculation and negative publicity, amongst others, whether or not founded, could damage its brands or reputation. Any of the Group's brands or the Group's reputation could also be harmed if products or services recommended by the Group (or any of its intermediaries) do not perform as expected (whether or not the expectations are founded) or the customer's expectations for the product change.

Any damage to the Group's brands (or brands associated with the Group) or reputation could cause existing customers or intermediaries to withdraw their business from the Group and potential customers or intermediaries to be reluctant or elect not to do business with the Group. Furthermore, negative publicity could result in greater regulatory scrutiny and influence market or rating agencies' perception of the Group, which could make it more difficult for the Group to maintain its credit rating. Any damage to the Group's brands or reputation could cause disproportionate damage to the Group's business, even if the negative publicity is factually inaccurate or unfounded.

The Group business has strategic alliances with ABN AMRO Bank and CZ and the termination of or any change to these alliances could have a material adverse effect on its business, revenues, profits or financial condition

The Group sells insurance under the ABN AMRO Insurance brand through a joint venture between the Group and ABN AMRO Bank**.** For the year 2009, 16% of the Group's total gross written premium was attributable to the ABN AMRO Insurance branded products. Although the joint venture is a long-term agreement, it can be terminated early under certain circumstances. Termination of, or any other change to, the Group's relationship with ABN AMRO Bank could adversely affect the sale of its products and its growth opportunities in the Netherlands and could therefore have a material adverse effect on its business, revenues and profits.

In order to satisfy the conditions imposed by the European Commission for approval of the legal merger between and integration of Fortis Bank (Nederland) N.V. and ABN AMRO Bank N.V., ABN AMRO Bank N.V. was required to satisfy certain conditions, including divesting part of its commercial banking business in The Netherlands, which could in the short-term have a material adverse effect on the Group's business, revenues and profits originated through ABN AMRO Insurance.

The Group also has a partnership with the health insurer CZ. CZ distributes income and absenteeism-related insurance policies underwritten by the Group but CZ-branded to CZ's customers, while the Group distributes CZ-underwritten but Delta Lloyd or OHRA branded health insurance policies to the Group's customers. The Group also benefits from opportunities to sell certain of the Group's other insurance, banking and investment products to CZ's customers (cross-selling). The CZ agreements are long-term agreements, but can be terminated early. The termination of or a change in the Group's relationship with CZ could negatively affect its sales volumes of these products, its products offering to its customers and its growth opportunities and could therefore have a material adverse effect on its business, revenues, profits or financial condition.

The Group's business is concentrated in the Netherlands

The Group is particularly exposed to the economic, market, fiscal and regulatory conditions in the Netherlands and highly susceptible to changes in any of these conditions. Its own risk investment portfolio, in particular its equity and real estate portfolios are also particularly exposed to changes in the Dutch economic and market conditions.

Economic conditions have been difficult in the Netherlands in last years. Any further deterioration in these conditions or a long-term persistence of these conditions could result in a downturn in new business and sales volumes of the Group's products, and a decrease of its investment return, which, in turn, could have a material adverse effect on the Group's growth, business, revenues and results.

Regulatory Risks

Changes in government regulations in the countries in which the Group operates may have a material adverse effect on its business, revenues, results and financial condition

The Group is an insurer, financial services provider, employer, investment adviser, securities issuer, investor and taxpayer. Its business is regulated and supervised by supervisory authorities in each of its markets, including the Dutch Central Bank (*De Nederlandsche Bank,* **DNB**), the Netherlands Authority for the Financial Markets (*Autoriteit Financiële Markten,* **AFM**), the Dutch Data Protection Authority (*College Bescherming Persoonsgegevens*), the Netherlands Competition Authority (*Nederlandse Mededingingsautoriteit,* **NMa**), the National Bank of Belgium (**NBB**), the Belgian Banking, Finance and Insurance Commission (*Commissie voor het Bank-, Financiën en Assurantiewezen/Commission bancaire, financière et des assurances,* the **CBFA**), and the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht,* the **BaFin**). As such, the Group is required to hold and maintain certain licences, permissions or authorisations and to comply with rules and regulations promulgated from time to time in these jurisdictions, in the conduct of its business. Various laws and regulations are applicable to the Group, including amongst others:

- requiring the maintenance of solvency levels, including restrictions on the payment of dividends or other distributions;
- altering the licensing of insurers and their management;
- regulating marketing, sales, communication and duty of care prescriptions as well as the content of certain policies;
- limiting the insurer's right to cancel, refuse or renew policies or to withdraw from markets; and
- giving certain policyholders the right to cancel a policy within 30 days (for life insurance) or 14 days (for general insurance) of entering into it.

Failure to comply with any laws and regulations could lead to disciplinary action, the imposition of fines and/or revocation of a licence, permission or authorisation necessary for the conduct of the Group's business or civil liability, all or any of which could have a materially adverse effect on the Group's business.

Laws and regulations applied at national level generally grant supervisory authorities broad administrative discretion over the Group's activities, including the power to limit or restrict business activities. It is possible that laws and regulations governing the Group's business or particular products and services could be adopted, amended or interpreted in a manner that is adverse to the Group. These include laws and regulations that (a) reduce or restrict the sale of the products and services offered by the Group, (b) negatively affect the pricing, distribution or performance of these products and services, (c) prohibit the Group from putting certain exclusions in its insurance policies or (d) affect the Group's solvency and capital requirements. The Group's revenues, costs, results and available or required regulatory capital could also be affected by an increase or change in regulations. In recent years, the general trend in Dutch regulation has been to hold financial institutions to increasingly stricter and more detailed standards concerning their duty of care to their customers. This trend affects the Group's Dutch life insurance business through rules regarding the sale of pension and life insurance products to individuals as well as the introduction of life cycle investment restrictions in collective defined contribution plans. The Group's Dutch banking operations are particularly affected through requirements to assess the suitability of mortgage products for customers.

The EU Commission is currently in the process of introducing a new regime governing solvency margins and provisions, the effect of which is uncertain

The EU Commission is carrying out a wide-ranging review in relation to solvency margins and provisions (the project being known as **Solvency II**). It is intended that the new regime for insurers and reinsurers (apart from very small firms) will apply more risk-sensitive standards to capital requirements, bring insurance regulation more closely in line with banking and security regulation with a view to avoiding regulatory arbitrage, align regulatory capital with economic capital and bring about an enhanced degree of public disclosure on a yearly basis.

The European Parliament and Council of the European Union approved the directive containing the framework principles of Solvency II on 22 April and 5 May 2009, respectively. The deadline for implementation in more detailed EU legislation is currently 31 October 2012.

It is still uncertain when the Solvency II rules will be finalised before the EU's target deadline of 2012, as well as how the final form of those rules might look. The Group therefore cannot predict the exact impact that the rules will have on the Group, its business, capital requirements, financial condition, key risk management resources or results of operations. The Group intends to opt for an internal model to determine its regulatory capital under Solvency II. The Group has been using its own methodology to calculate required capital on an economic basis for a number of years. This required capital is used for internal risk management purposes and reporting to the Dutch Central Bank as part of the Group's Individual Capital Assessment (**ICA**) reporting requirements. These methodologies will be reviewed for compliance with Solvency II. Given the uncertainty of future implementation of Solvency II, there can be no assurance that the Group will not need to strengthen its solvency if and when Solvency II enters into force.

Litigation and regulatory investigations and sanctions may have a material adverse effect on the Group's business, revenues, results and financial condition

The Group faces significant risks of litigation and regulatory investigations and actions in the conduct of its business. In recent years, the financial services industry and financial products have increasingly been the subject of litigation, investigation and regulatory activity by various governmental, supervisory and enforcement authorities. The litigation and investigations concern common industry practices such as the disclosure of contingent commissions, transparency of costs and the accounting treatment of finite reinsurance or other non-traditional insurance products. Such investigations into the financial services industry generally, and specifically with respect to the Group, are ongoing.

The Group cannot predict the effect that the current trend towards litigation and investigation will have on the financial services industry or its business. Current and future investigations by supervisory authorities, in particular in the context of market conduct supervision, could result in sanctions, require the Group to take costly measures or result in changes in laws and regulations in a manner that is adverse to the Group and its business. Changes to the pricing structure of any products resulting from legal or regulatory action, a substantial legal liability or a significant regulatory action could have a material adverse effect on the Group's business, revenues, results and financial condition. In addition, the Group's reputation could suffer and it could be fined or prohibited from engaging in some of its business activities or be sued by customers if it does not comply with applicable laws or regulations. It is inherently difficult to predict the outcome of many of the pending or future claims, regulatory proceedings and other adversarial proceedings involving the Group, particularly those cases in which the matters are brought on behalf of various groups of claimants, seeking damages of unspecified or indeterminate amounts or involving novel legal claims.

The Group is exposed to the risk of mis-selling claims from customers who feel misled or treated unfairly

The Group's life insurance, general insurance, investment and pensions products are exposed to mis-selling claims. Mis-selling claims are claims from customers that they received misleading advice from advisers

(internal and external) as to which products were most appropriate for them, or that the terms and conditions of the products, the nature of the products or the circumstances under which the products were sold, were misrepresented to them. Products distributed through person-to-person sales forces have a higher exposure to mis-selling as the sales forces provide face-to-face financial planning and advisory services. Customers (whether they be individual or group customers) who feel that they have been misled have sought, and may in the future seek, redress for expectations that the advice or perceived misrepresentations created. They may also hold the insurance company accountable for the advice given by an intermediary, even though the insurance company has no control over the intermediary. Complaints may also arise in respect of any other aspect of the Group's business if customers feel that they have not been treated reasonably or fairly (whether or not this accurate or well founded) or that the Group has not complied with its duty of care. Furthermore, customers' views of what is fair and reasonable could change over time.

Changes in tax law may render the Group's products less attractive, or affect its own tax position

Some of the Group's products are attractive to customers because they afford certain tax benefits. Individual life insurance policyholders can under certain conditions deduct their payments from their taxable income. Mortgage borrowers can under certain conditions also deduct their interest payments under residential mortgage loans. There is regularly a political debate on limiting or abolishing tax-deductibility, in particular of residential mortgage interest payments. Any changes in tax laws or the interpretation thereof or changes in rates of taxation could have a material adverse effect on the attractiveness of the Group's products and therefore its business, revenues, results and financial condition.

Operational Risks

The Group's operations support complex transactions and are highly dependent on the proper functioning of information technology and communication systems. Any failure of its information technology or communications systems could have a material adverse effect on its results and reputation

The Group relies heavily on its operational processes and communication and information systems to conduct its business, including (without limitation) to determine the pricing of its products, its underwriting liabilities, the required level of provisions and the acceptable level of risk exposure and to maintain accurate records, customer services and compliance with its reporting obligations. The Group depends greatly on third party providers of administration and IT services and other back office functions. The Group's Dutch operations have outsourced telecommunications services to KPN, and Delta Lloyd Life is in the process of outsourcing its information communication technology (ICT) services. The Group has in-sourced other parts of its Dutch ICT services after it terminated an outsourcing contract on 1 July 2009, but will consider outsourcing these services again in the future.

Any interruption in the Group's ability to rely on its internal or outsourced IT services or deterioration in the performance of these services could impair the timing and quality of the Group's services to its customers and result in loss of customers, inefficient or detrimental transaction processing and regulatory non-compliance, all of which could also damage the Group's brands and reputation. Furthermore, if the contractual arrangements put in place with any third party providers are terminated, the Group may not find an alternative outsource provider on a timely basis or on equivalent terms. The occurrence of any of these events could have a material adverse effect on the Group's business, revenue, results and financial condition.

In addition, even though back-up and recovery systems and contingency plans are in place and legacy removal and upgrading (quality improvement) of its systems are in process to update old systems and infrastructure, the Group cannot assure investors that interruptions, failures or breaches in security of these processes and systems will not occur or, if they do occur, that they will be adequately addressed.

Any interruptions, failures or breaches in security of these processes and systems could also result in a loss of customers and/or materially adversely affect the Group's ability to compete with its competitors.

The Group may not be able to retain or attract personnel who are key to the business

The success of the Group's operations is dependent, among other things, on its ability to attract and retain highly qualified professional personnel including, in the context of the transition to being a listed company, a sufficiently-sized population of staff familiar with and appropriately qualified for the requirements of a listed company and, in particular, with the expertise required to meet the disclosure and financial reporting obligations of a listed company. Competition for key personnel in most countries in which the Group operates is intense. Its ability to attract and retain key personnel, in particular senior officers, experienced portfolio managers, mutual fund managers, sales executives, risk managers, financial reporting managers, actuaries and compliance officers, is dependent on a number of factors, including prevailing market conditions and compensation packages offered by companies competing for the same talent. Any failure by the Group to retain or attract qualified personnel could have a material adverse effect on its business, revenues, results or financial condition.

Catastrophic events could threaten the Group's business continuity

Natural disasters, terrorism, floods and fires could disrupt the Group's operations and result in significant loss of property, key personnel and information about its customers, intermediaries and the Group itself. Disaster recovery has been arranged for the most important business units and processes of the Group.

If the Group's business continuity plans do not include effective contingencies for such events (including possible staff absence during a pandemic disease), recovery may not be realised in a timely manner and completely, which could result in significant disruptions in its operations. Any such disruptions could result in loss of customers, reduced sales volumes, damage to the Group's reputation and could materially adversely affect its competitive position, business, revenues, results, reputation and financial condition for a substantial period of time.

Financial Reporting Risks

Changes in accounting standards or policies could materially adversely affect the Group's reported results and shareholders' equity

Since 2005, the Group's financial statements have been prepared and presented in accordance with IFRS. Any changes in IFRS requirements may have a significant impact on its reported results, financial condition and shareholders' equity. This includes the level and volatility of reported results and shareholders' equity.

Defects and errors in the Group's processes, systems and reporting may cause internal and external miscommunication, wrong decisions and/or wrong reporting to clients

Defects and errors in the Group's financial and actuarial processes, systems and reporting including both human and technical errors, could result in a late delivery of internal and/or external reports or reports with insufficient or inaccurate information.

Furthermore, defaults and errors in the Group's financial reporting processes, systems and reporting could lead to wrong management decisions in respect of, for instance, product pricing which could materially adversely affect its net income.

Any errors in information used for external reporting purposes such as reported profit and loss statements, market consistent embedded value, balance sheet components and reported financial conditions, could materially adversely affect the Group's business, revenues, profits and financial condition as restatements of any publicly disclosed information, in any form, could seriously harm its reputation.

Factors which are material for the purpose of assessing the market risks associated with Instruments issued under the Programme

The Instruments may not be a suitable investment for all investors

Each potential investor in the Instruments must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(a) have sufficient knowledge and experience to make a meaningful evaluation of the Instruments, the merits and risks of investing in the Instruments and the information contained or incorporated by reference in this Prospectus or any applicable supplement;

(b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Instruments and the impact the Instruments will have on its overall investment portfolio;

(c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Instruments, including Instruments with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;

(d) understand thoroughly the terms of the Instruments and be familiar with the behaviour of any relevant indices and financial markets; and

(e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Instruments are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Instruments which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Instruments will perform under changing conditions, the resulting effects on the value of the Instruments and the impact this investment will have on the potential investor's overall investment portfolio.

Risks related to the structure of a particular issue of Instruments

A wide range of Instruments may be issued under the Programme. A number of these Instruments may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

Instruments subject to optional redemption by the Issuers

An optional redemption feature of Instruments is likely to limit their market value. During any period when the Issuers may elect to redeem Instruments, the market value of those Instruments generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuers may be expected to redeem Instruments when its cost of borrowing is lower than the interest rate on the Instruments. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Instruments being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Index Linked Instruments and Dual Currency Instruments

The Issuers may issue Instruments with principal or interest determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each, a **Relevant Factor**). In addition, the Issuers may issue Instruments with principal or interest payable in one or more currencies which may be different from the currency in which the Instruments are denominated. Potential investors should be aware that:

(a) the market price of such Instruments may be volatile;

(b) they may receive no interest;

(c) payment of principal or interest may occur at a different time or in a different currency than expected;

(d) they may lose all or a substantial portion of their principal;

(e) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;

(f) if a Relevant Factor is applied to Instruments in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified;

(g) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield;

(h) Instruments may contain broad calculation agent discretion to interpret, change or redeem the Instruments, where such discretions are not required to be exercised in the interest of investors.

The historical experience of an index should not be viewed as an indication of the future performance of such index during the term of any Index Linked Instruments. Accordingly, each potential investor should consult its own financial and legal advisers about the risk entailed by an investment in any Index Linked Instruments and the suitability of such Instruments in light of its particular circumstances.

Status and Ranking

The Capital Securities and the obligations under the Guarantee are exclusive obligations of Delta Lloyd. Delta Lloyd is a holding company and conducts substantially all of its operations through its subsidiaries which own substantially all of its operating assets. Its subsidiaries are separate and distinct legal entities, and have no obligation to pay any amounts due or to provide Delta Lloyd with funds to meet any payment obligations that arise thereunder. Delta Lloyd's right to receive any assets of any of its subsidiaries, as an equity holder of such subsidiaries, upon their liquidation or reorganisation, and therefore the right of the Holders to participate in those assets, will be effectively subordinated to the claims of that subsidiary's creditors, including obligations to policyholders.

Partly-paid Instruments

The Issuers may issue Instruments where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of his investment.

Variable rate Instruments with a multiplier or other leverage factor

Instruments with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

Inverse Floating Rate Instruments

Inverse Floating Rate Instruments have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as EURIBOR. The market values of those Instruments typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Instruments are more volatile because an increase in the reference rate not only decreases the interest rate of the Instruments, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Instruments.

Fixed/Floating Rate Instruments

Fixed/Floating Rate Instruments may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Where the relevant Issuer has the right to effect such a conversion, this will affect the secondary market and the market value of the Instruments since the relevant Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the relevant Issuer converts from a fixed rate to a floating rate in such circumstances, the spread on the Fixed/Floating Rate Instruments may be less favourable than then prevailing spreads on comparable Floating Rate Instruments tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Instruments. If the relevant Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing rates on its Instruments.

Instruments issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

The Issuers' obligations under Subordinated Notes are subordinated

The Issuers' obligations under Subordinated Notes will be unsecured and subordinated and will rank *pari passu* among themselves. In the event of the insolvency (bankruptcy (*faillissement*) or moratorium (*surseance van betaling* or *noodregeling*, as applicable)) or dissolution (*ontbinding*) or liquidation (*vereffening*) of an Issuer, the payment obligations of the relevant Issuer under the Subordinated Notes shall rank in right of payment after unsubordinated unsecured creditors of the Issuer, and any set-off by holders of a Subordinated Note shall be excluded until all obligations of the relevant Issuer vis-à-vis its unsubordinated unsecured creditors have been satisfied, but at least *pari passu* with all other subordinated obligations of the relevant Issuer that are not expressed by their terms to rank junior to the Subordinated Notes, and in priority to the claims of shareholders of the relevant Issuer, or have such other ranking as set out in the Final Terms. Therefore, although Subordinated Notes may pay a higher rate of interest than comparable Notes which are not subordinated, there is a real risk that an investor in Subordinated Notes will lose all or some of his investment should the Issuer become insolvent.

Under certain conditions, interest payments under Subordinated Notes must be deferred and in other instances payments under Subordinated Notes may be deferred at the option of the relevant Issuer

If the Condition to Payment applies and Mandatory Non-payment Condition is not being met at the time of payment by the relevant Issuer, then no principal, premium, interest or any other amount shall be due and payable in respect of or arising from the Subordinated Notes and the relative Coupons except to the extent that the Mandatory Non-payment Condition is not met and the relevant Issuer could make such payment without the Mandatory Non-Payment Condition being met.

If so indicated in the Final Terms, the relevant Issuer may defer paying interest on each Optional Interest Payment Date until the Maturity Date (if any) or any earlier date on which the Option B Notes are redeemed in full. Any Arrears of Interest or any Arrears of Interest which arises as a result of the failure to satisfy the Mandatory Non-payment Condition may be paid in whole or in part (subject to the Mandatory Non-Payment Condition) at any time on an Optional Deferred Interest Payment Date, and in any event will be automatically become immediately due and payable in whole upon whichever is the earlier of the following dates:

(a) the date on which the Issuer notifies the holders of Option B Notes that no Mandatory Non-payment Condition that has occurred is or will be continuing on such date unless the Issuer is otherwise entitled to defer at such time by virtue of the Conditions of the Notes;

(b) the date fixed for any redemption, conversion, exchange, substitution or purchase, or variation of the terms, of the Option B Notes by or on behalf of the relevant Issuer pursuant to the Conditions of the Notes;

(c) the date on which an order is made or a resolution is passed for the winding-up of the relevant Issuer (other than a solvent winding-up solely for the purpose of a reconstruction or amalgamation or the substitution in place of the Issuer of a successor in business of the Issuer, the terms of which reconstruction, amalgamation or substitution (i) have previously been approved in writing by an Extraordinary Resolution of the Noteholders and (ii) do not provide that the Option B Notes shall thereby become payable); or

(d) the date on which the relevant Issuer redeems, purchases, cancels, reduces or acquires any Junior Securities or Parity Securities; or

(e) the date on which the relevant Issuer or any other person declares or pays any distribution or dividend or makes any other payment on any Junior Securities or Parity Securities, save where the Issuer is not able to defer, pass or eliminate or continue to eliminate a dividend or other distribution or any other payment in accordance with the terms and conditions of those securities or guarantees.

Any deferral of interest payments will likely have an adverse effect on the market price of the Subordinated Notes. In addition, as a result of the interest deferral provision of the Subordinated Notes if that applies, the market price of the Subordinated Notes may be more volatile than the market prices of other debt securities on which original issue discount or interest accrues that are not subject to such deferrals and may be more sensitive generally to adverse changes in the relevant Issuer's financial condition.

Redemption and Variation risk

Redemption of Subordinated Notes may be subject to prior consent from the Regulator. Upon the occurrence of certain specified events, the Subordinated Notes may be redeemed at their principal amount or such other amount as set out in the Terms and Conditions and the Final Terms or they may be converted, exchanged or substituted or their terms may be varied as provided in Condition 7 (*Redemption, Conversion, Exchange, Substitution, Variation, Purchases and Options*) of the Notes.

Risks Relating to the Guarantee

The Guarantee provided by Delta Lloyd N.V. for the benefit of all Notes issued by Delta Lloyd Treasury B.V. consists of a so-called 403 Declaration. The effect of the issue and deposit by Delta Lloyd N.V. of its 403 Declaration is that Delta Lloyd N.V. and Delta Lloyd Treasury B.V. have become jointly and severally liable for all debts of Delta Lloyd Treasury B.V. arising from transactions entered into by Delta Lloyd Treasury B.V. after the date of the deposit. A 403 Declaration may be revoked by the giver at any time. If the 403 Declaration is revoked by Delta Lloyd N.V., the situation under Dutch law would be as follows:

(1) Delta Lloyd N.V. would remain liable in respect of Notes issued by Delta Lloyd Treasury B.V. prior to the effective date of revocation; and

(2) Delta Lloyd N.V. would not be liable for Notes issued by Delta Lloyd Treasury B.V. after the effective date of revocation.

The law of The Netherlands provides for one instance (i.e. the situation in which Delta Lloyd Treasury B.V. would no longer be a subsidiary or group company of Delta Lloyd N.V.) where revocation of the 403 Declaration is under certain conditions capable of releasing Delta Lloyd N.V. from all obligations under the 403 Declaration; however, in such event, there are elaborate statutory provisions to protect the rights of creditors of Delta Lloyd Treasury B.V. The 403 Declaration constitutes a statement of joint and several liability governed by and construed in accordance with the laws of The Netherlands.

Moreover, Delta Lloyd N.V. has undertaken in the Dealer Agreement that it will maintain Delta Lloyd Treasury B.V. as a subsidiary or group company and will give at least 3 months' prior written notice of revocation of the 403 Declaration to the Dealers. The Dealer Agreement provides that, immediately upon such notice being given, Delta Lloyd Treasury B.V. shall cease to be an Issuer under the Programme.

Additional Risk Factors in relation to the Capital Securities (which are only issued by Delta Lloyd)

Condition to Payment

Payments in respect of the Capital Securities are conditional upon the Mandatory Non-payment Condition not being met at the time of payment and no principal or Payments shall be payable in respect of the Capital Securities except to the extent that the Mandatory Non-payment Condition is not met and Delta Lloyd could make such payments without the Mandatory Non-payment Condition being met. See more particularly described in Condition 2 (*Status*) of the Capital Securities.

Mandatory Deferral of Payments

If the Mandatory Non-payment Condition is met, Delta Lloyd will defer further Payments (such term does not include principal) on the Capital Securities for any period of time subject to the Mandatory Non-payment Condition no longer being met. Any Payments so deferred will not accrue interest, unless otherwise specified in the Final Terms. See more particularly described in Condition 4 *(Deferrals*) of the Capital Securities below.

Optional deferral

Delta Lloyd may at its discretion elect to defer any Payment (such term does not include principal) on the Capital Securities for any period of time (subject to limited exceptions). Any Payment deferred pursuant to Delta Lloyd's optional right to defer will bear interest at the applicable Coupon Rate, unless otherwise specified in the Final Terms. See more particularly described in Condition 4 *(Deferrals*) of the Capital Securities below.

Loss Absorption

Holders should be aware that upon the occurrence of a Loss Absorption Event, Delta Lloyd may determine that the principal amount of the Capital Securities needs to be written down. Any write-down of the principal amount of the Capital Securities shall be made, *pari passu* and pro rata with Delta Lloyd's tier 1 basic own fund items (as determined in accordance with Capital Adequacy Regulations), only to the extent necessary to enable Delta Lloyd to remedy such Loss Absorption Event. The principal amount of the Capital Securities may, under certain circumstances, be written up, all as further described in Condition 5 (*Principal Loss Absorption and Write-up*) of the Capital Securities.

Perpetual securities

The Capital Securities may be dated or undated instruments. The undated Capital Securities are perpetual securities in respect of which there is no fixed redemption date and Delta Lloyd shall only have the right to repay them in limited circumstances. Delta Lloyd is under no obligation to redeem the undated Capital Securities at any time and the Holders have no right to call for their redemption.

Status, Subordination and Ranking

The Capital Securities constitute direct, unsecured, subordinated securities of Delta Lloyd and rank, and will rank, *pari passu* without any preference among themselves with the Parity Securities. The claims of the Holders under the Capital Securities are subordinated to the claims of Senior Creditors of Delta Lloyd, present and future. On a winding-up (*faillissement* or *vereffening na ontbinding*) of Delta Lloyd, the Capital Securities will rank in priority to distributions on the Ordinary Shares of Delta Lloyd and will rank *pari passu* with each other and among themselves and with the Parity Securities, but junior to and thus be subordinated in right of payment to the Senior Creditors of Delta Lloyd as set out in more detail in Condition 3(a) of the Capital Securities or as otherwise set out in the Final Terms.

Senior Creditors means present and future creditors of Delta Lloyd:

(i) who are unsubordinated creditors of Delta Lloyd, or

(ii) whose claims are, or are expressed to be, subordinated (whether only in the event of the winding-up (faillissement or vereffening na ontbinding) of Delta Lloyd or otherwise) to the claims of unsubordinated creditors of Delta Lloyd but not further or otherwise; or

(iii) who are subordinated creditors of Delta Lloyd other than those whose claims are, or are expressed to rank, *pari passu* with, or junior to, the claims of the Holders.

Redemption and Variation risk

Redemption of the Capital Securities may be subject to prior consent from the Regulator. Upon the occurrence of certain specified events, or the exercise of an issuer call, the Capital Securities may be redeemed at their principal amount or such other amount as set out in the Terms and Conditions and the Final Terms together with any Outstanding Payments or they may be converted, exchanged or substituted or their terms may be varied as provided in Condition 8 (*Redemption, Conversion, Exchange, Substitution, Variation and Purchases*) of the Capital Securities.

No limitation on issuing debt

There is no restriction on the amount of debt which Delta Lloyd may issue which ranks senior to the Capital Securities or on the amount of securities which Delta Lloyd may issue which ranks *pari passu* with the Capital Securities. The issue of any such debt or securities may reduce the amount recoverable by Holders on a winding-up (*faillissement* or *vereffening na ontbinding*) of Delta Lloyd and may increase the likelihood of a deferral of Payments under the Capital Securities.

Use of the Alternative Coupon Satisfaction Mechanism to satisfy Deferred Coupon Payments are subject to caps

Delta Lloyd may satisfy Deferred Coupon Payments only by means of issuing Payment Capital Securities in accordance with Condition 7 (*Alternative Coupon Satisfaction Mechanism*) of the Capital Securities. The ability of Delta Lloyd to satisfy Deferred Coupon Payments by means of issuing Payment Capital Securities is subject to a cap on the issue of such Payment Capital Securities, as referred to in Condition 7(f) of the Capital Securities. As a result of the existence of such caps, Delta Lloyd may not be able to satisfy a Deferred Coupon Payment within the relevant Alternative Coupon Satisfaction Mechanism Period as referred to in Condition 7(g) of the Capital Securities, if that is applicable. Any Deferred Coupon Payments not satisfied shall not be cancelled but, subject to applicable law and/or regulations, remain outstanding and shall only become due and payable at redemption or in a winding-up (*faillissement* or *vereffening na ontbinding*) of Delta Lloyd.

Market Disruption Event

If, in the event the Alternative Coupon Satisfaction Mechanism is applied (which is mandatory if it concerns satisfaction of Deferred Coupon Payments and which Delta Lloyd may elect to do in other cases), in the opinion of Delta Lloyd a Market Disruption Event in respect of its Ordinary Shares exists, the payment to Holders may be deferred until the cessation of such market disruption, as more particularly described in Condition 7(d) of the Capital Securities. Any such deferred payments shall bear interest at the applicable Coupon Rate if the Market Disruption Event continues for 14 days or more.

Restricted remedy for non-payment

The sole remedy against Delta Lloyd available to the Trustee or any Holder for recovery of amounts owing in respect of any Payment or principal in respect of the Capital Securities will be the institution of proceedings for the bankruptcy (*faillissement*) of Delta Lloyd and/or proving in such winding-up.

Set-off

Subject to applicable law, no Holder may exercise or claim any right of set-off in respect of any amount owed to it by Delta Lloyd arising under or in connection with the Capital Securities and each Holder shall, by virtue of being the holder of any Capital Security, be deemed to have waived all such rights of set-off.

Risks related to Instruments generally

Set out below is a brief description of certain risks relating to the Instruments generally:

Modification, waivers and substitution

The conditions of the Instruments contain provisions for calling meetings of Instrumentholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Instrumentholders including Instrumentholders who did not attend and vote at the relevant meeting and Instrumentholders who voted in a manner contrary to the majority.

EU Savings Directive

Under EC Council Directive 2003/48/EC (the **Directive**) on the taxation of savings income, Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being

dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

On 15 September 2008 the European Commission issued a report to the Council of the European Union on the operation of the Directive, which included the Commission's advice on the need for changes to the Directive. On 13 November 2008 the European Commission published a more detailed proposal for amendments to the Directive, which included a number of suggested changes. The European Parliament approved an amended version of this proposal on 24 April 2009. If any of those proposed changes are made in relation to the Directive, they may amend or broaden the scope of the requirements described above.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither any of the Issuers nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Instrument as a result of the imposition of such withholding tax. The Issuers are required to maintain a Paying Agent in a Member State that is not obliged to withhold or deduct tax pursuant to the Directive.

Change of law

The conditions of the Instruments are based on Dutch law in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to Dutch law or administrative practice after the date of this Prospectus.

Bearer Instruments where denominations involve integral multiples: definitive bearer Instruments

In relation to any issue of Instruments in bearer form which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Instruments may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Instrument in bearer form in respect of such holding (should such Instruments be printed) and would need to purchase a principal amount of Instruments such that its holding amounts to a Specified Denomination.

If definitive Instruments in bearer form are issued, holders should be aware that definitive Instruments which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

Reliance on Euroclear, Clearstream, Luxembourg Euroclear Netherlands procedures

Instruments issued under the Programme will be represented on issue by one or more Global Instruments that may be deposited with (i) a common depositary for Euroclear and Clearstream, Luxembourg or (ii) Euroclear Netherlands (in the case of Capital Securities only) (each as defined under "*Summary of Provisions relating to the Notes while in Global Form*"). Except in the circumstances described in each Global Instrument, investors will not be entitled to receive Instruments in definitive form. Each of Euroclear, Clearstream, Luxembourg and Euroclear Netherlands and their respective direct and indirect participants will maintain records of the beneficial interests in each Global Instrument held through it. While the Instruments are represented by a Global Instrument, investors will be able to trade their beneficial interests only through the relevant clearing systems and their respective participants.

While the Instruments are represented by Global Instruments, the relevant Issuer will discharge its payment obligation under the Instruments by making payments through the relevant clearing systems. A holder of a beneficial interest in a Global Instrument must rely on the procedures of the relevant clearing system and its

participants to receive payments under the Instruments. The relevant Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in any Global Instrument.

Holders of beneficial interests in a Global Instrument will not have a direct right to vote in respect of the Instruments so represented. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system and its participants to appoint appropriate proxies.

Risks related to the market generally

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

The secondary market generally

Instruments may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Instruments easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Instruments that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Instruments generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Instruments.

Exchange rate risks and exchange controls

The Issuers will pay principal and interest on the Instruments and the Guarantor will make any payments under the Guarantee in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Instruments, (2) the Investor's Currency equivalent value of the principal payable on the Instruments and (3) the Investor's Currency equivalent market value of the Instruments.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Interest rate risks

Investment in Fixed Rate Instruments involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Instruments.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to the Instruments. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Instruments. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by its assigning rating agency at any time. From time to time the credit rating agencies may revise their ratings of an Issuer or an Issuer’s debt securities or the outlooks on these ratings. Unless required by applicable law, the Issuers might not prepare a supplement to this Prospectus or publish a new Prospectus for use in connection with any

subsequent offer of Instruments in the event that one or more of these credit rating agencies revise their outlook on the ratings of any Issuer or any Issuer's debt securities.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Instruments are legal investments for it, (2) Instruments can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Instruments. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Instruments under any applicable risk-based capital or similar rules.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published and have been filed with the AFM shall be incorporated in, and form part of, this Prospectus:

(a) the following sections of the annual report of Delta Lloyd for the financial year ended 31 December 2009:

- audited consolidated annual financial statements (pages 121-161);
- notes to the audited consolidated annual financial statements (pages 162-285);
- auditor's report (page 303-304);

(b) the following sections of the annual report of Delta Lloyd for the financial year ended 31 December 2008:

- audited consolidated annual financial statements (pages 92-120);
- notes to the audited consolidated annual financial statements (pages 121-210);
- auditor's report (page 223-224);

(c) Delta Lloyd's unaudited first quarter 2010 results as published on 11 May 2010;

(d) Delta Lloyd's unaudited semi-annual 2010 results as published on 5 August 2010; and

(e) the articles of association (*statuten*) of Delta Lloyd and Delta Lloyd Treasury.

Copies of documents incorporated by reference in this Prospectus of documents incorporated by reference in this Prospectus can be obtained from the registered office of Delta Lloyd at Amstelplein 6, 1096 BC Amsterdam, The Netherlands and on www.deltalloydgroep.com (section "Investor Relations") and are also available for viewing during normal business hours at the registered office.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Prospectus shall not form part of this Prospectus.

The Issuers and the Guarantor will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Prospectus which is capable of affecting the assessment of any Instruments, prepare a supplement to this Prospectus or publish a new Prospectus for use in connection with any subsequent issue of Instruments.

APPLICABLE FINAL TERMS TO THE NOTES

Final Terms dated [●]

[Delta Lloyd N.V./Delta Lloyd Treasury B.V.]
Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
[Guaranteed by Delta Lloyd N.V.]
under the € 2,500,000,000 Programme for the Issuance of Debt Instruments]

[The Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that, except as provided in sub-paragraph (ii) below, any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a **Relevant Member State**) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer of the Notes may only do so in:

(i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer; or

(ii) in those Public Offer Jurisdictions mentioned in Paragraph 42 of Part A below, provided such person is one of the persons mentioned in Paragraph 42 of Part A below and that such offer is made during the Offer Period specified for such purpose therein.

Neither the Issuer, nor the Guarantor, nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances] .

[The Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a Relevant Member State) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer, nor the Guarantor, nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances] .

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 6 October 2010 which constitutes a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the Prospectus Directive). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Prospectus. Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus. The Prospectus is available for viewing at www.deltalloydgroep.com and during normal business hours at Amstelplein 6, 1096 BC Amsterdam, the Netherlands and copies may be obtained from such address.

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.]

[When completing any final terms, or adding any other final terms or information, consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive].

1.	[(i)]	Issuer:	[Delta Lloyd N.V./Delta Lloyd Treasury B.V.]
	[ii)	Guarantor:	[Not Applicable/Delta Lloyd N.V.]
2.	(i)	Series Number:	[●]
	(ii)	Tranche Number:	[●]
	(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible).		
3.	Specified Currency or Currencies:		[●]
4.	Aggregate Nominal Amount:		[●]:
	(i)	Series:	[●]
	(ii)	Tranche:	[●]
5.	Issue Price:		[●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]
6.	(i)	Specified Denominations:	[●] *Notes (including Notes denominated in Sterling) in respect of which the issue proceeds are to be accepted by the issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 FSMA and which have a maturity of less than one year must have a minimum redemption value of £100,000 (or its equivalent in other currencies).*
	(ii)	Calculation Amount:	[●]
7.	(i)	Issue Date:	[●]
	(ii)	Interest Commencement Date	[*Specify*/Issue Date/Not Applicable]

8.	Maturity Date:	[*Specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year/undated Notes*]
9.	Interest Basis:	[• per cent. Fixed Rate] [[*specify reference rate*] +/– • per cent. Floating Rate] [Zero Coupon] [Index Linked Interest] [Other (*specify*)] (further particulars specified below)
10.	Redemption/Payment Basis:	[Redemption at par] [Index Linked Redemption] [Dual Currency] [Partly Paid] [Instalment] [Other (specify)]
11.	Change of Interest or Redemption/ Payment Basis:	[*Specify details of any provision for convertibility of Notes into another interest or redemption/ payment basis*]
12.	Put/Call Options:	[Investor Put] [Issuer Call[s]] [(further particulars specified below)]
13. [(i)]	Status of the Notes:	[Senior/[Dated/Undated (Perpetual)]/Subordinated/*specify other ranking*]
[(ii)	Status of the Guarantee:	[Not Applicable/Senior /Dated/Undated (Perpetual)] /Subordinated]
[(iii)	Date Board approval for issuance of Notes [and Guarantee] obtained:	[Not Applicable/●] [(management board) and [●] (supervisory board), respectively] (*N.B Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes or related Guarantee*)]
14.	Method of distribution:	[Syndicated/Non-syndicated]
15.	Condition to payment (Condition 3(d)):	[Applicable/Not Applicable/*specify other conditions*]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16.	**Fixed Rate Note Provisions**	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	Rate[(s)] of Interest:	[●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/other (*specify*)] in arrear]

(ii)	Interest Payment Date(s):	[●] in each year [adjusted in accordance with [*specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"*]/not adjusted]
(iii)	Fixed Coupon Amount[(s)]:	[●] per Calculation Amount
(iv)	Broken Amount(s):	[●] per Calculation Amount payable on the Interest Payment Date falling [in/on] [●]
(v)	Day Count Fraction:	[30/360 / Actual/Actual (ICMA/ISDA) / other]
(vi)	[Determination Dates:	[●] in each year *(insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))*]
(vii)	Other terms relating to the method of calculating interest for Fixed Rate Notes:	[Not Applicable/*give details*]
17.	**Floating Rate Note Provisions**	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	Interest Period(s):	[●]
(ii)	Specified Interest Payment Dates:	[●]
(iii)	First Interest Payment Date	[●]
(iv)	Interest Period Date:	[●] (Not applicable unless different from Interest Payment Date)
(v)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention/other (*give details*)]
(vi)	Business Centre(s):	[●]
(vii)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination/other (*give details*)]
(viii)	Party responsible for calculating the Rate(s) of Interest and/or Interest	[●]

Amount(s) (if not the Fiscal Agent):

(ix) Screen Rate Determination:

– Reference Rate: [●]

– Interest Determination Date(s): [●]

– Relevant Screen Page: [●]

(x) ISDA Determination:

– Floating Rate Option: [●]

– Designated Maturity: [●]

– Reset Date: [●]

– [ISDA Definitions: [2006/other (give details)]]:

(xi) Margin(s): [+/-][●] per cent. per annum

(xii) Minimum Rate of Interest: [●] per cent. per annum

(xiii) Maximum Rate of Interest: [●] per cent. per annum

(xiv) Day Count Fraction: [●]

(xv) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: [●]

18. Zero Coupon Note Provisions [Applicable/Not Applicable]
(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(i) Amortisation Yield: [●] per cent. per annum

(ii) Any other formula/basis of determining amount payable: [●]

19. Index-Linked Interest Note/other variable-linked interest Note Provisions [Applicable/Not Applicable]
(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

	(i)	Index/Formula/other variable:	[*give or annex details*]
	(ii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Fiscal Agent):	[●]
	(iii)	Provisions for determining Coupon where calculated by reference to Index and/or Formula and/or other variable:	[●]
	(iv)	Interest Determination Date(s):	[●]
	(v)	Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:	[●]
	(vi)	Interest Period(s):	[●]
	(vii)	Specified Interest Payment Dates:	[●]
	(viii)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (*give details*)]
	(ix)	Business Centre(s):	[●]
	(x)	Minimum Rate of Interest:	[●] per cent. per annum
	(xi)	Maximum Rate of Interest:	[●] per cent. per annum
	(xii)	Day Count Fraction:	[●]
20.	**Dual Currency Note Provisions**		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Rate of Exchange/method of calculating Rate of Exchange:	[*give details*]
	(ii)	Party, if any, responsible	[●]

for calculating the principal and/or interest due (if not the Fiscal Agent):

(iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [●]

(iv) Person at whose option Specified Currency(ies) is/are payable: [●]

21. Optional Deferral of Interest – Option A or Option B Notes (Condition 6) [Option A Notes] [Option B Notes]

[If Option B Notes;

(i) Capital Disqualification Event: [Applicable/Not Applicable]

(ii) Interest over Arrears of Interest: [As set out in Conditions/Specify otherwise]

(iii) Dividend Stopper: [Applicable/Not Applicable/Specify other or further provisions]]

PROVISIONS RELATING TO REDEMPTION

22. Call Option [Applicable/Not Applicable]
(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(i) Optional Redemption Date(s): [●]

(ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [●] per Calculation Amount

(iii) If redeemable in part:

(a) Minimum Redemption Amount: [●] per Calculation Amount

(b) Maximum Redemption Amount: [●] per Calculation Amount

(iv) Notice period: [●]

23. Put Option [Applicable/Not Applicable]

			(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Optional Redemption Date(s):	[●]
	(ii)	Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	[●] per Calculation Amount
	(iii)	Notice period:	[●]
24.	**Final Redemption Amount of each Note** In cases where the Final Redemption Amount is Index-Linked or other variable-linked:		[●] per Calculation Amount
	(i)	Index/Formula/variable:	*[give or annex details]*
	(ii)	Party responsible for calculating the Final Redemption Amount (if not the Fiscal Agent):	[●]
	(iii)	Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable:	[●]
	(iv)	Determination Date(s):	[●]
	(v)	Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:	[●]
	(vi)	Payment Date:	[●]
	(vii)	Minimum Final Redemption Amount:	[●] per Calculation Amount
	(viii)	Maximum Final Redemption Amount:	[●] per Calculation Amount
25	**Tax Call**		[Applicable/Not Applicable]

26.	**Regulatory Call**	[Applicable/Not Applicable]
	(i) Redemption date or dates:	[Specify/Not Applicable]
	(ii) Category under Capital Adequacy Regulations:	[*specify category*]
27	**Rating Call**	[Applicable/Not Applicable]
	Rating Methodology Event Commencement Date:	[●]
28.	**Additional or other conditions to Redemption, Conversion, Exchange, Substitution, Variation or Purchase of Subordinated Notes (Condition 7(k))**	[Applicable/Not Applicable]
	[Additional or other conditions to Redemption, Conversion, Exchange, Substitution, Variation or Purchase of Securities:	[Not Applicable/*specify additional or other conditions*]
29.	**Early Redemption Amount**	
	Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation, regulatory or rating reasons or on event of default or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions):	[●] (*if applicable, specify basis for early redemption)* [Early Redemption Amount (Regulatory)] [Early Redemption Amount (Rating)
30.	**Condition 11(a)(i)** **Condition 11(a)(iv)**	[Applicable/Not Applicable] [Applicable/Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

31.	Form of Notes:	**Bearer Notes:** [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note] [Temporary Global Note exchangeable for Definitive Notes on [ ] days' notice] [Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]

		Registered Notes: [Regulation S Global Note (U.S.$/€ [●] nominal amount) registered in the name of a nominee for a common depositary for [Euroclear and Clearstream, Luxembourg /a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the NSS)]
32.	New Global Note:	[Yes] [No]
33.	Financial Centre(s) or other special provisions relating to payment dates:	[Not Applicable/*give details. Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which sub-paragraphs 16(ii), 17(v) and vi) and 19(viii) and (ix) relate*]
34.	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	[Yes/No. *If yes, give details*]
35.	Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment:	[Not Applicable/*give details*]
36.	Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made:	[Not Applicable/*give details*]
37.	Other final terms:	[Not Applicable/give details] (*When adding any other final terms consideration should be given as to whether such terms constitute a "significant new factor" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.*)

DISTRIBUTION

38	(i)	If syndicated, names and addresses of Managers and underwriting commitments:	[Not Applicable/*give names and addresses and underwriting commitments*] *(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers.)*

	(ii) Date of [Subscription] Agreement: and description of any material features of the [Subscription] Agreement :	[●] *(Include material features of the [Subscription] Agreement,)*
	(iii) Stabilising Manager(s) (if any):	[Not Applicable/*give name*]
39.	If non-syndicated, name and address of Dealer:	[Not Applicable/*give name*]
40.	Total commission and concession:	[●] per cent. of the Aggregate Nominal Amount
41.	U.S. Selling Restrictions:	[Reg. S Compliance Category; TEFRA C/ TEFRA D/ TEFRA not applicable]
42.	Non-exempt Offer:	[Not Applicable] [An offer of the Notes may be made by the Managers [and [*specify, if applicable*]] other than pursuant to Article 3(2) of the Prospectus Directive in [*specify relevant Member State(s) - which must be jurisdictions where the Prospectus and any supplements have been passported*] (**Public Offer Jurisdictions**) during the period from [specify date] until [specify date] (**Offer Period)**. See further Paragraph 10 of Part B below.
43.	Additional selling restrictions:	[Not Applicable/*give details*]

[PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue [and] [public offer in the Public Offer Jurisdictions] and admission to trading on *[specify relevant regulated market]* of the Notes described herein pursuant to the €2,500,000,000 Programme for the Issuance of Debt Instruments Programme of Delta Lloyd N.V. and Delta Lloyd Treasury B.V.

RESPONSIBILITY

The Issuer [and the Guarantor] accept[s] responsibility for the information contained in these Final Terms. [(*Relevant third party information*) has been extracted from (*specify source*). [Each of the] [The] Issuer [and the Guarantor] confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (*specify source*), no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of [Delta Lloyd N.V./Delta Lloyd Treasury B.V.]:

By: .....
Duly authorised

[Signed on behalf of Delta Lloyd N.V:

By: .....
Duly authorised]

PART B – OTHER INFORMATION

1. LISTING

(i)	Admission to trading:	[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [*specify relevant regulated market*] with effect from [●].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [*specify relevant regulated market*] with effect from [●].] [Not Applicable.] (*Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)*
(ii)	Estimate of total expenses related to admission to trading:	[●]

2. RATINGS

Ratings:	The Notes to be issued have been rated: [S & P: [●]] [Moody's: [●]] [Fitch: [●]] [Other]: [●]] *[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]* (*The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.*)

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

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

"Save as discussed in ["Subscription and Sale"], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."]

[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

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

[(i)	Reasons for the offer	[●] (*See ["Use of Proceeds"] wording in Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)*]
[(ii)]	Estimated net proceeds:	[●] (*If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.*)
[(iii)	Estimated total expenses:	[●] *[Include breakdown of expenses]* (*[If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)*]

5. [Fixed Rate Notes only – YIELD

Indication of yield:	[●] Calculated as *[include details of method of calculation in summary form]* on the Issue Date. As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

6. [Floating Rate Notes only - HISTORIC INTEREST RATES

Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Reuters].]

7. [Index-Linked or other variable-linked Notes only – PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENTS AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING

Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident. Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information. Include other information concerning the underlying required by Paragraph 4.2 of Annex XII of the Prospectus Directive Regulation including information regarding market disruption or settlement disruption events and adjustment rules with relation to events concerning the underlying or *Paragraph 4.7 of Annex V of the Prospectus Directive Regulation.]*

[(When completing this paragraph, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

The Issuer [intends to provide post-issuance information [*specify what information will be reported and where it can be obtained*]] [does not intend to provide post-issuance information].

8. [Dual Currency Notes only – PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENTS

Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

[(When completing this paragraph, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

9. OPERATIONAL INFORMATION

ISIN Code:	[●]
Common Code:	[●]
Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s):	[Not Applicable/*give name(s) and number(s) [and address(es)]*]
Delivery:	Delivery [against/free of] payment
Names and addresses of initial Paying Agent(s):	[●]
Names and addresses of additional Paying Agent(s) (if any):	[●]
Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes][No] [Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,][*include this text for registered notes*]] and does not necessarily mean that the Notes will be recognized 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 the ECB being satisfied that Eurosystem eligibility criteria have been met.][*include this text if "yes" selected in which case bearer Notes must be issued in NGN form*]

10. TERMS AND CONDITIONS OF THE OFFER

Offer Price:	[Issue Price][*specify*]

Time period during which the offer: is open:	[Not Applicable/*give details*]
Conditions to which the offer is subject:	[Not Applicable/*give details*]
Description of the application process:	[Not Applicable/*give details*]
Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:	[Not Applicable/*give details*]
Details of the minimum and/or maximum amount of application:	[Not Applicable/*give details*]
Details of the method and time limits for paying up and delivering the Notes:	[Not Applicable/*give details*]
Manner in and date on which results of the offer are to be made public:	[Not Applicable/*give details*]
Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:	[Not Applicable/*give details*]
Categories of potential investors to which the Notes are offered and whether tranche(s) have been reserved for certain countries:	[Not Applicable/*give details*]
Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	[Not Applicable/*give details*]
Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[Not Applicable/*give details*]
Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place.	[None/*give details*]

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions that, subject to completion and amendment and as supplemented or varied in accordance with the provisions of Part A of the relevant Final Terms, shall be applicable to the Notes in definitive form (if any) issued in exchange for the Global Note(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of Part A of the Final Terms or (ii) these terms and conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Bearer Notes or on the Certificates relating to such Registered Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in Part A of the relevant Final Terms. Those definitions will be endorsed on the definitive Notes or Certificates, as the case may be. References in the Conditions to "Notes" are to the Notes of one Series only, not to all Notes that may be issued under the Programme.

The Notes are issued pursuant to an Agency Agreement (as amended or supplemented as at the Issue Date, the **Agency Agreement**) dated 6 October 2010 between the Issuer, the Guarantor, Deutsche Bank AG, London Branch as fiscal agent and the other agents named in it and Deutsche Bank Luxembourg S.A. as registrar. The fiscal agent, the paying agents, the registrar, the transfer agents and the calculation agent(s) for the time being (if any) are referred to below respectively as the "**Fiscal Agent**", the "**Paying Agents**" (which expression shall include the Fiscal Agent), the "**Registrar**", the "**Transfer Agents**" and the "**Calculation Agent(s)**". The Noteholders (as defined below), the holders of the interest coupons (the "**Coupons**") relating to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the "**Talons**") (the "**Couponholders**") and the holders of the receipts for the payment of instalments of principal (the "**Receipts**") relating to Notes in bearer form of which the principal is payable in instalments are deemed to have notice of all of the provisions of the Agency Agreement applicable to them.

As used in these terms and conditions (the "**Conditions**"), "**Tranche**" means Notes which are identical in all respects.

Copies of the Agency Agreement are available for inspection at the specified offices of each of the Paying Agents, the Registrar and the Transfer Agents.

If the Notes are issued by Delta Lloyd Treasury B.V. they are unconditionally guaranteed (the "**Guarantee**") by Delta Lloyd N.V. (the "**Guarantor**"). If the Notes are issued by Delta Lloyd N.V. references in these Terms and Conditions to Guarantor and Guarantee shall not apply.

1 Form, Denomination and Title

The Notes are issued in bearer form ("**Bearer Notes**") or in registered form ("**Registered Notes**") in each case in the Specified Denomination(s) shown hereon.

All Registered Notes shall have the same Specified Denomination.

This Note is a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Index Linked Interest Note, an Index Linked Redemption Note, an Instalment Note, a Dual Currency Note or a Partly Paid Note, a combination of any of the foregoing or any other kind of Note, depending upon the Interest and Redemption/Payment Basis shown hereon.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable. Instalment Notes are issued with one or more Receipts attached.

Registered Notes are represented by registered certificates ("**Certificates**") and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Notes by the same holder.

Title to the Bearer Notes and the Receipts, Coupons and Talons shall pass by delivery. Title to the Registered Notes shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the "**Register**"). Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Receipt, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

In these Conditions, "**Noteholder**" means the bearer of any Bearer Note and the Receipts relating to it or the person in whose name a Registered Note is registered (as the case may be), "**holder**" (in relation to a Note, Receipt, Coupon or Talon) means the bearer of any Bearer Note, Receipt, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be) and capitalised terms have the meanings given to them hereon, the absence of any such meaning indicating that such term is not applicable to the Notes.

2 No Exchange of Notes and Transfers of Registered Notes

(a) No Exchange of Notes

Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination. Bearer Notes may not be exchanged for Registered Notes.

(b) Transfer of Registered Notes

One or more Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate, (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning transfers of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Noteholders. A copy of the current regulations will be made available by the Registrar to any Noteholder upon request.

(c) Exercise of Options or Partial Redemption in Respect of Registered Notes

In the case of an exercise of an Issuer's or Noteholders' option in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(d) Delivery of New Certificates

Each new Certificate to be issued pursuant to Conditions 2(b) or (c) shall be available for delivery within three business days of receipt of the form of transfer or Exercise Notice (as defined in Condition 7(g)) and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such form of transfer, Exercise Notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the form of transfer, Exercise Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Agent (as defined in the Agency Agreement) the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), "**business day**" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).

(e) Transfer Free of Charge

Transfers of Notes and Certificates on registration, transfer, partial redemption or exercise of an option shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).

(f) Closed Periods

No Noteholder may require the transfer of a Registered Note to be registered (i) during the period of 15 days ending on the due date for redemption of, or payment of any Instalment Amount in respect of, that Note, (ii) during the period of 15 days before any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 7(d), (iii) after any such Note has been called for redemption or (iv) during the period of seven days ending on (and including) any Record Date.

3 Guarantee and Status

(a) Status of Senior Notes

The Senior Notes (being those Notes that specify their status as Senior) and the Receipts and Coupons relating to them constitute direct, (subject to Condition 4) unsecured and unsubordinated obligations of the Issuer and shall at all times rank pari passu and without any preference among themselves. The payment obligations of the Issuer under the Senior Notes and the Receipts and the Coupons relating to them shall, save for such exceptions as may be provided by applicable legislation and subject to Condition 4, at all times rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer, present and future.

(b) Status of Subordinated Notes

The Subordinated Notes (being those Notes that specify their status as Subordinated) and the Receipts and Coupons relating to them constitute unsecured and subordinated obligations of the Issuer and, by virtue of the Guarantee, of the Guarantor, and rank *pari passu* and without any preference among themselves. In the event of the insolvency (bankruptcy) (*faillissement*) or moratorium (*surseance van betaling* or *noodregeling*, as applicable)) or dissolution (*ontbinding*) or liquidation (*vereffening*) of the Issuer or the Guarantor, as applicable, the payment obligations of the Issuer and of the Guarantor, as applicable, under or in respect of the Subordinated Notes and the Receipts and Coupons relating to them, shall rank in right of payment after unsubordinated unsecured creditors of the Issuer and of the Guarantor, as applicable, and any set-off by holders of a Subordinated Note shall be excluded until all obligations of the Issuer or the Guarantor, as applicable, vis-à-vis its unsubordinated unsecured creditors have been satisfied, but at least *pari passu* with all other subordinated obligations of the Issuer or the Guarantor, as applicable, that are not expressed by their terms to rank junior to the obligations of the Issuer or the Guarantor under or in respect of the Subordinated Notes, and in priority to the claims of shareholders of the Issuer or the Guarantor, as applicable, or have such other ranking as set out in the Final Terms.

(c) Guarantee

The Guarantor has accepted joint and several liability for the due payment of all sums and the delivery of all amounts expressed to be payable or deliverable by Delta Lloyd Treasury B.V. under the Notes, Receipts and Coupons. Its obligations in that respect are contained in the Guarantee.

(d) Condition to Payment

This Condition 3(d) shall apply if so specified in the Final Terms. Payments in respect of or arising from (including any damages awarded for breach of any obligations under) the Subordinated Notes and the Coupons are, in addition to the right of the Issuer to defer payment of interest in accordance with Condition 6, conditional upon the Mandatory Non-payment Condition not being met at the time of payment by the Issuer and no principal, premium, interest or any other amount shall be due and payable in respect of or arising from the Subordinated Notes and the relative Coupons except to the extent that the Mandatory Non-payment Condition is not met and the Issuer could make such payment without the Mandatory Non-payment Condition being

met, or subject to such other condition as specified in the Final Terms, in each case except where Condition 3(b) applies, in which case the holder shall have a claim as set out therein.

The Issuer shall (except where Condition 3(b) applies) satisfy any Arrears of Interest which arises as a result of this Condition 3(d) at the time referred to in Condition 6.

4 Negative Pledge

So long as any Senior Note or Coupon remains outstanding (as defined in the Agency Agreement) neither the Issuer nor the Guarantor will, and will ensure that none of its Material Subsidiaries will create, or have outstanding any mortgage, charge, lien, pledge or other security interest (each an "**Encumbrance**") (other than a Permitted Encumbrance), upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure any Relevant Indebtedness, or any guarantee or indemnity in respect of any Relevant Indebtedness without at the same time or prior thereto according to the Senior Notes and the Coupons the same security as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity or such other security as shall be approved by an Extraordinary Resolution (as defined in the Agency Agreement) of the Senior Noteholders.

In this Condition:

"Permitted Encumbrance" means any Encumbrance over any asset in the form as specified under Relevant Indebtedness or over mortgage loans and mortgage receivables, arising under any securitisation or other asset backed security plan of the Issuer or any Subsidiary thereof.

"Relevant Indebtedness" means any indebtedness which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock or other securities which for the time being are, or are intended to be or capable of being, quoted, listed or dealt in or traded on any stock exchange or over-the-counter or other securities market, having an original maturity of more than one year from its date of issue.

5 Interest and other Calculations

(a) Interest on Fixed Rate Notes

Subject to Condition 3 and, in the case of Option B Notes (as defined below), to Condition 6, each Fixed Rate Note bears interest on its outstanding nominal amount from and including the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(h).

(b) Interest on Floating Rate Notes and Index Linked Interest Notes

(i) *Interest Payment Dates*

Subject to Condition 3 and, in the case of Option B Notes (as defined below), to Condition 6, each Floating Rate Note and Index Linked Interest Note bears interest on its outstanding nominal amount from and including the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be

determined in accordance with Condition 5(h). Such Interest Payment Date(s) is/are either shown hereon as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown hereon, Interest Payment Date shall mean each date which falls the number of months or other period shown hereon as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

(ii) *Business Day Convention*

If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(iii) *Rate of Interest for Floating Rate Notes*

The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified hereon and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified hereon.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this sub-paragraph (A), "**ISDA Rate**" for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(x) the Floating Rate Option is as specified hereon;

(y) the Designated Maturity is a period specified hereon; and

(z) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified hereon.

For the purposes of this sub-paragraph (A), "**Floating Rate**", "**Calculation Agent**", "**Floating Rate Option**", "**Designated Maturity**", "**Reset Date**" and "**Swap Transaction**" have the meanings given to those terms in the ISDA Definitions.

(B) Screen Rate Determination for Floating Rate Notes

(x) Where Screen Rate Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be either:

(1) the offered quotation; or

(2) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at either 11.00 a.m. (London time in the case of LIBOR or Brussels time in the case of EURIBOR) on the Interest Determination Date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified hereon as being other than LIBOR or EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided hereon.

(y) if the Relevant Screen Page is not available or, if sub-paragraph (x)(1) applies and no such offered quotation appears on the Relevant Screen Page, or, if sub-paragraph (x)(2) applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at the time specified above, subject as provided below, the Calculation Agent shall request, if the Reference Rate is LIBOR, the principal London office of each of the Reference Banks or, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks, to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time), or if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Accrual Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and

(z) if paragraph (y) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is

EURIBOR, at approximately 11.00 a.m. (Brussels time) on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

(iv) *Rate of Interest for Index Linked Interest Notes*

The Rate of Interest in respect of Index Linked Interest Notes for each Interest Accrual Period shall be determined in the manner specified hereon and interest will accrue by reference to an Index or Formula as specified hereon.

(c) Zero Coupon Notes

Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 7(b)(i)).

(d) Dual Currency Notes

In the case of Dual Currency Notes, if the rate or amount of interest falls to be determined by reference to a Rate of Exchange or a method of calculating Rate of Exchange, the rate or amount of interest payable shall be determined in the manner specified hereon.

(e) Partly Paid Notes

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified hereon.

(f) Accrual of Interest

Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date (as defined in Condition 9).

(g) Margin, Maximum/Minimum Rates of Interest, Instalment Amounts and Redemption Amounts and Rounding

(i) If any Margin is specified hereon (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with (b) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin subject always to the next paragraph.

(ii) If any Maximum or Minimum Rate of Interest, Instalment Amount or Redemption Amount is specified hereon, then any Rate of Interest, Instalment Amount or Redemption Amount shall be subject to such maximum or minimum, as the case may be.

(iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes "**unit**" means the lowest amount of such currency that is available as legal tender in the country or countries of such currency.

(h) Calculations

The amount of interest payable per Calculation Amount in respect of any Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Calculation Amount specified hereon, and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Accrual Period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above

shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.

(i) Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and Instalment Amounts

The Calculation Agent shall, as soon as practicable on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or any Instalment Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 5(b)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 10, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

(j) Calculation Agent

The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them hereon and for so long as any Note is outstanding. Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or financial institution engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation

Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

(k) Definitions

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

"**Business Day**" means:

(i) in the case of a currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or

(ii) in the case of euro, a day on which the TARGET system is operating (a "**TARGET Business Day**"); and/or

(iii) in the case of a currency and/or one or more Business Centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period or an Interest Accrual Period, the "**Calculation Period**"):

(i) if "**Actual/Actual**" or "**Actual/Actual – ISDA**" is specified hereon, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(ii) if "**Actual/365 (Fixed)**" is specified hereon, the actual number of days in the Calculation Period divided by 365;

(iii) if "**Actual/360**" is specified hereon, the actual number of days in the Calculation Period divided by 360;

(iv) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y_1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D_1" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30.

(v) if "**30E/360**" or "**Eurobond Basis**" is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y_1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D_1" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D_2 will be 30.

(vi) if "**30E/360 (ISDA)**" is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y_1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D_1" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D_1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D_2 will be 30.

(vii) if "**Actual/Actual-ICMA**" is specified hereon,

(a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and

(b) if the Calculation Period is longer than one Determination Period, the sum of:

(x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and

(y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year

where:

"**Determination Period**" means the period from and including a Determination Date in any year to but excluding the next Determination Date and

"**Determination Date**" means the date(s) specified as such hereon or, if none is so specified, the Interest Payment Date(s).

"**Euro-zone**" means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended.

"**Interest Accrual Period**" means the period beginning on and including the Interest Commencement Date and ending on but excluding the first Interest Period Date and each successive period beginning on and including an Interest Period Date and ending on but excluding the next succeeding Interest Period Date.

"**Interest Amount**" means:

(i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Notes, and unless otherwise specified hereon, shall mean the Fixed Coupon Amount or Broken Amount specified hereon as being payable on the Interest Payment Date ending the Interest Period of which such Interest Accrual Period forms part; and

(ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period.

"**Interest Commencement Date**" means the Issue Date or such other date as may be specified hereon.

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such hereon or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (ii) the day falling two Business Days in London for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor euro or (iii) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro.

"**Interest Period**" means the period beginning on and including the Interest Commencement Date and ending on but excluding the first Interest Payment Date and each successive period beginning on and including an Interest Payment Date and ending on but excluding the next succeeding Interest Payment Date.

"**Interest Period Date**" means each Interest Payment Date unless otherwise specified hereon.

"**ISDA Definitions**" means the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., unless otherwise specified hereon.

"**Rate of Interest**" means the rate of interest payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions hereon.

"**Reference Banks**" means, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market and, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in each case selected by the Calculation Agent or as specified hereon.

"**Reference Rate**" means the rate specified as such hereon.

"**Relevant Screen Page**" means such page, section, caption, column or other part of a particular information service as may be specified hereon.

"**Specified Currency**" means the currency specified as such hereon or, if none is specified, the currency in which the Notes are denominated.

"**TARGET System**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19 November 2007 or any successor thereto.

6 Deferral of Payments

(a) Option A Notes

The Issuer may not defer any payment of interest with respect to the Option A Notes (being those Notes that specify their status as Option A Notes).

(b) Option B Notes – Deferral of Interest

The Issuer has no obligation to pay any interest on any Optional Interest Payment Date so long as it exercises its right to defer any interest payment in accordance with Condition 6(b). This is the result of the Issuer having the right to defer any interest payment otherwise scheduled to be paid on an Optional Interest Payment Date pursuant to Condition 6(b).

(i) Subject to Condition 6(b)(ii), the Issuer may on any Optional Interest Payment Date defer payment of interest on the Option B Notes (being those Notes that specify their status as Option B Notes) which would otherwise be payable on such date.

The Issuer shall notify the holders of Option B Notes as soon as practicable (and in any event within 14 days) prior to any Optional Interest Payment Date in respect of which payment is deferred, of the amount of such payment otherwise due on that date (the "**Deferral Notice**"). Subject to Condition 6(c), the Issuer may defer paying interest on each Optional Interest Payment Date until the Maturity Date (if any) or any earlier date on which the Option B Notes are redeemed in full.

(ii) Notwithstanding the foregoing, if the Final Terms indicate that a Capital Disqualification Event is applicable to the Option B Notes, then on any Interest Payment Date with respect to which a Capital Disqualification Event has occurred and is continuing the Issuer shall be obliged to make the interest payment on such Interest Payment Date and may not exercise its discretion to defer an interest payment, subject to Condition 3(d).

(iii)For the avoidance of doubt, if Condition 3(d) applies no interest shall be due and payable in the circumstances set out therein.

(c) Arrears of Interest

Any interest in respect of the Option B Notes not paid on any Interest Payment Date, together with any other interest in respect thereof not paid on any earlier Interest Payment Date, in each case by virtue of Condition 6(b), shall, so long as the same remains unpaid, constitute "**Arrears of Interest**". Any Arrears of Interest or any Arrears of Interest which arises as a result of the failure to satisfy the conditions to payment set out in Condition 3(d) (if applicable), and any other amount, payment of which is deferred in accordance with Condition 6(b), may be paid in whole or in part, but subject to Condition 3(d) if applicable, at any time upon the expiry of not less than 14 days' notice to such effect given by the Issuer to the holders of the Option B Notes in accordance with Condition 16 (the "**Optional Deferred Interest Payment Date**"), and in any event will be automatically become immediately due and payable in whole upon whichever is the earlier of the following dates:

(i) the date on which the Issuer notifies the holders of Option B Notes that no Mandatory Non-payment Condition that has occurred is or will be continuing on such date unless the Issuer is otherwise entitled to defer at such time by virtue of Condition 6(b);

(ii) the date fixed for any redemption, conversion, exchange, substitution or purchase, or variation of the terms, of the Option B Notes by or on behalf of the Issuer pursuant to Condition 7 or Condition 11(a);

(iii) the date on which an order is made or a resolution is passed for the winding-up of the Guarantor or the Issuer (other than a solvent winding-up solely for the purpose of a reconstruction or amalgamation or the substitution in place of the Guarantor or the Issuer of a successor in business of the Guarantor or the Issuer, the terms of which reconstruction, amalgamation or substitution (i) have previously been approved in writing by an Extraordinary Resolution (as defined in the Agency Agreement) of the Noteholders and (ii) do not provide that the Notes shall thereby become payable); or

(iv) the date on which the Guarantor or the Issuer redeems, purchases, cancels, reduces or acquires any Junior Securities or Parity Securities;

(v) the date on which the Guarantor or the Issuer or any other person declares or pays any distribution or dividend or makes any other payment on any Junior Securities or Parity Securities, save where the Guarantor or the Issuer is not able to defer, pass or eliminate or continue to eliminate a dividend or other distribution or any other payment in accordance with the terms and conditions of those securities or guarantees.

Notwithstanding the foregoing, if notice is given by the Issuer of its intention to pay the whole or part of Arrears of Interest and any other amount in respect of or arising under such Option B Notes, the Issuer shall be obliged to do so upon expiration of such notice, subject to Condition 3(d). Where Arrears of Interest are paid in part, each part payment shall be applied in payment of the Arrears of Interest accrued due in respect of the relative Interest Payment Date (or consecutive Interest Payment Dates) furthest from the date of payment.

(d) No default

Notwithstanding any other provision in these Conditions, any payment which for the time being is not made on Option B Notes by virtue of Condition 6(b) (or Condition 3(d) referred to therein), as appropriate, shall not constitute a default for any purpose (including, but without limitation, Condition 11) on the part of the Issuer. Arrears of Interest and any other amount, payment of which is so deferred, shall, except as otherwise specified in the Final Terms, bear interest (to the extent permitted by applicable law) at the applicable Rate of Interest from (and including) the date on which (but for such optional deferral) the deferred payment would otherwise have been due to be made (but excluding) the relevant date on which the relevant deferred payment is satisfied.

(e) Dividend Stopper

If so specified in the Final Terms and subject to such other or further provisions as set out therein, the Issuer agrees that if the Issuer defers a payment for any reason as described above then, while any payment is so deferred, it will not recommend to its shareholders and, to the fullest extent

permitted by applicable law, will otherwise act to prevent, any interest payments being made on Junior Securities or Parity Securities (other than the Notes) and no dividend or other distribution being irrevocably declared or paid on any class of the Guarantor's or the Issuer's share capital, save where the Guarantor or the Issuer is not able to defer, pass or eliminate or continue to eliminate a dividend or other distribution or any other payment in accordance with the terms and conditions of those securities or guarantees.

7 Redemption, Conversion, Exchange, Substitution, Variation, Purchase and Options

(a) Redemption by Instalments and Final Redemption

The Notes are dated or undated instruments, as specified in the Final Terms.

Unless previously redeemed, purchased and cancelled as provided in this Condition 7, each Note that provides for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at the related Instalment Amount specified hereon. The outstanding nominal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the nominal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.

Unless previously redeemed, purchased and cancelled as provided below, each dated Note shall be finally redeemed on the Maturity Date specified hereon at its Final Redemption Amount (which, unless otherwise provided, is its nominal amount) or, in the case of a Note falling within paragraph (i) above, its final Instalment Amount.

The undated Notes are perpetual securities in respect of which there is no fixed redemption date and the Issuer shall (subject to the provisions of Condition 3 and without prejudice to the provisions of Condition 11) only have the right to repay, redeem, convert, exchange, substitute or purchase them, or vary their terms, in accordance with the following provisions of this Condition 7.

(b) Early Redemption

(i) *Zero Coupon Notes*

(A) The Early Redemption Amount payable in respect of any Zero Coupon Note, the Early Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Note pursuant to Condition 7(c) or (e) or upon it becoming due and payable as provided in Condition 11 shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified hereon.

(B) Subject to the provisions of sub-paragraph (C) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown hereon, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.

(C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 7(c) or (e) or upon it becoming due and payable as provided in Condition 11 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 5(c).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown hereon.

(ii) *Other Notes*

The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 7(c) or (e) or upon it becoming due and payable as provided in Condition 11, shall be the Final Redemption Amount unless otherwise specified hereon.

(c) Redemption for Taxation Reasons

If Tax Call is specified hereon, the Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date (if this Note is either a Floating Rate Note or an Index Linked Note) or, at any time, (if this Note is neither a Floating Rate Note nor an Index Linked Note), on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount (as described in Condition 7(b) above) (together with interest accrued to the date fixed for redemption), if (i) the Issuer (or, if the Guarantee is called, the Guarantor) has or will become obliged to pay additional amounts as provided or referred to in Condition 9 as a result of any change in, or amendment to, the laws or regulations of the Netherlands or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes (a "**Tax Law Change**"), or whether or not as a result of a Tax Law Change, there is more than an insubstantial risk that the Issuer will not obtain full or substantially full relief for the purposes of Dutch corporation tax for any payment of interest and (ii) the foregoing cannot be avoided by the Issuer (or the Guarantor, as the case may be) taking reasonable measures not prejudicial to the interests of the Noteholders available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer (or the Guarantor, as the case may be) would be obliged to pay such additional amounts were a payment in respect of the Notes (or the Guarantee, as the case may be) then due. Prior to the publication of any notice of redemption pursuant to this Condition 7(c), the Issuer shall deliver to the Fiscal Agent a certificate signed by two managing directors (*bestuurders*) of the Issuer (or the Guarantor, as the case may be) stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions

precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer (or the Guarantor, as the case may be) has or will become obliged to pay such additional amounts as a result of such change or amendment.

(d) Redemption at the Option of the Issuer

If Call Option is specified hereon, the Issuer may, on giving not less than 15 nor more than 30 days' irrevocable notice to the Noteholders (or such other notice period as may be specified hereon) redeem, all or, if so provided, some, of the Notes on any Optional Redemption Date. Any such redemption of Notes shall be at their Optional Redemption Amount together with interest accrued to the date fixed for redemption. Any such redemption or exercise must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified hereon and no greater than the Maximum Redemption Amount to be redeemed specified hereon.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 7.

In the case of a partial redemption the notice to Noteholders shall also contain the certificate numbers of the Bearer Notes, or in the case of Registered Notes shall specify the nominal amount of Registered Notes drawn and the holder(s) of such Registered Notes, to be redeemed, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange or other relevant authority requirements.

(e) Redemption, Conversion, Exchange, Substitution or Variation of the Subordinated Notes for Regulatory Reasons

If Regulatory Call is specified hereon and immediately prior to the giving of the notice referred to below a Capital Disqualification Event has occurred and is continuing, then:

(i) the Issuer may, subject to Condition 7(k), having given not less than 30 nor more than 60 days' notice to the holders of Subordinated Notes in accordance with Condition 16 (which notice shall be irrevocable), redeem, in accordance with these Terms and Conditions, at such time or on such date or dates as specified in the Final Terms all, but not some only, of the Subordinated Notes at the Early Redemption Amount (Regulatory) specified in the Final Terms together with any interest accrued to (but excluding) the date of redemption in accordance with these Terms and Conditions and any Arrears of Interest; or

(ii) the Issuer may, subject to Condition 7(k), and without any requirement for the consent or approval of the holders of the Subordinated Notes, having given not less than 30 nor more than 60 days' notice to the holders of Subordinated Notes in accordance with Condition 16 (which notice shall be irrevocable), subject to compliance with applicable regulatory requirements, convert, exchange or substitute the Subordinated Notes in whole (but not in part) into or for another series of notes of the Issuer, or vary the terms of the Subordinated Notes so that they become capable of counting for the purposes of determination of the solvency margin, capital adequacy ratios or comparable margins or ratios under the Capital Adequacy Regulations, or, where this is subdivided in tiers, tier 2 or tier 3 basic own funds, or any such other category as specified in the Final Terms, that have materially the same

terms as the Subordinated Notes which terms are no less favourable to an investor than the terms of the Subordinated Notes then prevailing. In connection with such conversion or exchange all Arrears of Interest (if any) will be satisfied.

Prior to the publication of any notice of redemption, conversion, exchange, substitution or variation pursuant to this Condition 7(e) the Issuer shall deliver to the holders of the Subordinated Notes in accordance with Condition 16 a certificate signed by one or more members of the Executive Board of the Issuer stating that a Capital Disqualification Event has occurred and is continuing as at the date of the certificate.

In connection with any conversion or exchange pursuant to this Condition 7(e), the Issuer shall comply with the rules of any stock exchange or other relevant authority on which the Subordinated Notes are for the time being listed or admitted to trading.

(f) Redemption, Conversion, Exchange, Substitution or Variation of the Subordinated Notes for Rating Reasons

If this Condition 7(f) (Rating Call) is specified in the Final Terms to be applicable, if after the Rating Methodology Event Commencement Date specified as such in the Final Terms the Issuer, having given not less than 30 nor more than 60 days' notice to the Fiscal Agent and, in accordance with Condition 16, the holders of Subordinated Notes, determines that a Rating Methodology Event has occurred with respect to any Subordinated Note, the Issuer may, on any Interest Payment Date, redeem all, but not some only, of the Subordinated Notes at the Early Redemption Amount (Rating) specified in the Final Terms together with outstanding payments in respect of the Notes, or convert, exchange or substitute the Subordinated Notes in whole (but not in part) into or for preference shares or another series of capital securities of the Issuer that classify, or vary the terms of the Subordinated Notes so that they become capable of qualifying, for the same equity content previously assigned by such Rating Agency to the Subordinated Notes (subject to Condition 2(b) and the prior consent of the Regulator if required), and such provisions shall apply *mutatis mutandis* with respect to such Rating Methodology Event.

Any conversion, exchange, substitution or variation under this Condition 7(f) is also subject to the terms thereof not being prejudicial to the interests of the holders of the Subordinated Notes and, if so specified in the Final Terms, certification to that effect by one or more members of the Executive Board of the Issuer and by an independent investment bank of international standing.

For the purposes of this Condition 7(f):

"**Rating Methodology Event**" will be deemed to occur upon a change in the methodology of a Rating Agency (or in the interpretation of such methodology) as a result of which the equity content previously assigned by such Rating Agency to the Subordinated Notes is, in the reasonable opinion of the Issuer, materially reduced when compared to the equity content assigned by such Rating Agency at the Issue Date.

"**Rating Agency**" means Standard & Poor's Rating Services or any other rating agency that has assigned a rating to Notes at the Issue Date of any such Notes or any successor.

(g) Redemption at the Option of Noteholders

If Put Option is specified hereon, the Issuer shall, at the option of the holder of any such Note, upon the holder of such Note giving not less than 15 nor more than 30 days' notice to the Issuer (or such other notice period as may be specified hereon) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount together with interest accrued to the date fixed for redemption.

To exercise such option the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Receipts and Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly completed option exercise notice ("**Exercise Notice**") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) within the notice period. No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

(h) Partly Paid Notes

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition and the provisions specified hereon.

(i) Purchases

Each of the Issuer, the Guarantor and their Subsidiaries as defined in the Agency Agreement may at any time purchase Notes (provided that all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price.

(j) Cancellation

All Notes purchased by or on behalf of the Issuer, the Guarantor or any of their Subsidiaries may be surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Note together with all unmatured Receipts and Coupons and all unexchanged Talons to the Fiscal Agent and, in the case of Registered Notes, by surrendering the Certificate representing such Notes to the Registrar and, in each case, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer and the Guarantor in respect of any such Notes shall be discharged.

(k) Conditions to Redemption, Conversion, Exchange, Substitution, Variation or Purchase of Subordinated Notes

Only in respect of Subordinated Notes and so long as the Issuer is subject to Capital Adequacy Regulations, any redemption, conversion, exchange, substitution, variation or purchase pursuant to this Condition 7 is (i) subject to prior consent from the Regulator, if required, (ii) subject to Condition 3 and the Issuer (both at the time of, and immediately after, the redemption, conversion, exchange, substitution, variation or purchase) being in compliance with the Capital

Adequacy Regulations as applicable to the Subordinated Notes of the type concerned (and a certificate from one or more members of the Executive Board of the Issuer confirming such compliance shall be conclusive evidence of such compliance), and except in the case of redemption under Condition 7(a), (iii) conditional on all Arrears of Interest and interest accrued (if any) being satisfied in full on or prior to the date hereof and (iv) subject to such other or additional conditions as may be specified in the Final Terms.

8 Payments and Talons

(a) Bearer Notes

Payments of principal and interest in respect of Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relative Note), Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 8(f)(vi)) or Coupons (in the case of interest, save as specified in Condition 8(f)(vi)), as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the holder, by transfer to an account denominated in such currency with, a Bank. "**Bank**" means a bank in the principal financial centre for such currency or, in the case of euro, in a city in which banks have access to the TARGET System.

(b) Registered Notes

(i) Payments of principal (which for the purposes of this Condition 8(b) shall include final Instalment Amounts but not other Instalment Amounts) in respect of Registered Notes shall be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in paragraph (ii) below.

(ii) Interest (which for the purpose of this Condition 8(b) shall include all Instalment Amounts other than final Instalment Amounts) on Registered Notes shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the "**Record Date**"). Payments of interest on each Registered Note shall be made in the relevant currency by cheque drawn on a Bank and mailed to the holder (or to the first-named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date, such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a Bank.

(c) Payments in the United States

Notwithstanding the foregoing, if any Bearer Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by

exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

(d) Payments Subject to Laws

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment, but without prejudice to the provisions of Condition 9. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(e) Appointment of Agents

The Fiscal Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent initially appointed by the Issuer and the Guarantor and their respective specified offices are listed below. The Fiscal Agent, the Paying Agents, the Registrar, Transfer Agents and the Calculation Agent(s) act solely as agents of the Issuer and the Guarantor and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer and the Guarantor reserve the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, the Registrar, any Transfer Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents or Transfer Agents, provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) a Registrar in relation to Registered Notes, (iii) a Transfer Agent in relation to Registered Notes, (iv) one or more Calculation Agent(s) where the Conditions so require, (v) Paying Agents having specified offices in at least two major European cities, (vi) such other agents as may be required by any other stock exchange on which the Notes may be listed and (vii) a Paying Agent with a specified office in a European Union member state that will not be obliged to withhold or deduct tax pursuant to any law implementing European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000.

In addition, the Issuer and the Guarantor shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Notes denominated in U.S. dollars in the circumstances described in paragraph (c) above.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders.

(f) Unmatured Coupons and Receipts and unexchanged Talons

(i) Upon the due date for redemption of Bearer Notes which comprise Fixed Rate Notes (other than Dual Currency Notes or Index linked Notes), should be surrendered for payment together with all unmatured Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years

from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 10).

(ii) Upon the due date for redemption of any Bearer Note comprising a Floating Rate Note, Dual Currency Note or Index Linked Note, unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.

(iii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

(iv) Upon the due date for redemption of any Bearer Note that is redeemable in instalments, all Receipts relating to such Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.

(v) Where any Bearer Note that provides that the relative unmatured Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

(vi) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Certificate representing it, as the case may be. Interest accrued on a Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Certificate representing it, as the case may be.

(g) Talons

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 10).

(h) Non-Business Days

If any date for payment in respect of any Note, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, "**business day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as "**Financial Centres**" hereon and:

(i) (in the case of a payment in a currency other than euro) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign

exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or

(ii) (in the case of a payment in euro) which is a TARGET Business Day.

9 Taxation

All payments of principal and interest by or on behalf of the Issuer or the Guarantor in respect of the Notes, the Receipts and the Coupons or under the Guarantee shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within the Netherlands or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer or, as the case may be, the Guarantor shall pay such additional amounts as shall result in receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon:

(a) Other connection

to, or to a third party on behalf of, a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with the Netherlands other than the mere holding of the Note, Receipt or Coupon; or

(b) Non-residence

to, or to a third party on behalf of, a holder if such withholding or deduction may be avoided by complying with any statutory requirement or by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority; or

(c) Partnership and non-sole owners

to, or to a third party on behalf of, a holder that is a partnership or a holder that is not the sole beneficial owner of the Note or which holds the Note in a fiduciary capacity, to the extent that any of the members of the partnership, the beneficial owner or the settlor or beneficiary with respect to the fiduciary would not have been entitled to the payment of an additional amount had each of the members of the partnership, the beneficial owner, settlor or beneficiary (as the case may be) received directly his beneficial or distributive share of the payment; or

(d) Presentation more than 30 days after the Relevant Date

presented (or in respect of which the Certificate representing it is presented) for payment more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such additional amounts on presenting it for payment on the thirtieth such day; or

(e) Payment to individuals

where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive; or

(f) Payment by another Paying Agent

(except in the case of Registered Notes) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union.

As used in these Conditions, "**Relevant Date**" in respect of any Note, Receipt or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note (or relative Certificate), Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation. References in these Conditions to (i) "**principal**" shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 7 or any amendment or supplement to it, (ii) "**interest**" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 5 or any amendment or supplement to it and (iii) "**principal**" and/or "**interest**" shall be deemed to include any additional amounts that may be payable under this Condition.

10 Prescription

Claims against the Issuer and/or the Guarantor for payment in respect of the Notes, Receipts and Coupons (which for this purpose shall not include Talons) shall be prescribed and become void unless made within five years from the appropriate due date for payment in respect of them.

11 Events of Default

No principal, premium, interest or any other amount will be due unless the conditions to payment set out in Condition 3(d) (if applicable) are satisfied. Also, in the case of the Option B Notes, any interest otherwise due on an Optional Interest Payment Date will not be due if the Issuer has elected to defer that payment pursuant to Condition 6(b).

If any of the following events ("**Events of Default**") occurs, the holder of any Note may give written notice to the Fiscal Agent at its specified office that such Note is immediately repayable, whereupon the Early Redemption Amount of such Note together (if applicable) with accrued interest to the date of payment shall become immediately due and payable (provided in the case of Subordinated Notes that repayment is subject to the consent of the Regulator if required under applicable law or regulation):

(a) Subordinated Notes

In the case of the Subordinated Notes:

(i) Non-Payment

If this Condition 11(a)(i) is specified in the Final Terms to be applicable, subject to Condition 3 and, in the case of Option B Notes, to the provisions of Condition 6(b), default

is made for more than 14 days in the payment on the due date of interest or principal in respect of any of the Notes; or

(ii) Insolvency

insolvency (including moratorium (*surseance van betaling* and *noodregeling*) or bankruptcy (*faillissement*)) proceedings are initiated or applied for by the Issuer, the Guarantor, any Material Subsidiary or by a third party in respect of the Issuer, the Guarantor or any Material Subsidiary under any applicable law, and, in the case of a third party application, not discharged within 30 days, or any of the Issuer or the Guarantor or any Material Subsidiary is (or is, or could be, deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts under any applicable law, stops, suspends or threatens to stop or suspend payment of all or any part of (or of a particular type of) its debts, proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts or a moratorium is agreed or declared or comes into effect in respect of or affecting all or any part of (or of a particular type of) the debts of the Issuer, the Guarantor or any Material Subsidiary, or any such measures are officially decreed, under any applicable law; or

(iii) Winding-up or Cessation of Business

an administrator is appointed, an order is made or an effective resolution passed for the administration, winding-up, dissolution (*ontbinding*) or liquidation (*vereffening*) of the Issuer or the Guarantor or any Material Subsidiary under any applicable law, or the Issuer or the Guarantor or any Material Subsidiary shall apply or petition for a winding-up or administration order in respect of itself under any applicable law or ceases or threatens to cease to carry on all or a substantial part of its business or operations, in each case except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation (i) on terms approved by an Extraordinary Resolution (as defined in the Agency Agreement) of the Noteholders or (ii) in the case of a Material Subsidiary, under a solvent winding-up pursuant to a shareholders resolution whereby the undertaking and assets of the Material Subsidiary are transferred to or otherwise vested in, and its liabilities are assumed by, the Issuer or the Guarantor (as the case may be) or another of their respective Subsidiaries (notice of which shall forthwith be given by the Issuer to the Noteholders); or

(iv) Guarantee

If this Condition 11(a) (iv) is specified in the Final Terms to be applicable, the Guarantee is not (or is claimed by the Guarantor not to be) in full force and effect.

(b) Senior Notes

In the case of Senior Notes:

(i) Non-Payment

default is made for more than 14 days in the payment on the due date of interest or principal in respect of any of the Notes; or

(ii) Breach of Other Obligations

the Issuer or the Guarantor does not perform or comply with any one or more of its other obligations in the Notes which default is incapable of remedy or is not remedied within 30 days after notice of such default shall have been given to the Fiscal Agent at its specified office by any Noteholder; or

(iii) Cross-Default

(A) any other present or future indebtedness of the Issuer, the Guarantor or any Material Subsidiary for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described), or (B) any such indebtedness is not paid when due or, as the case may be, within any originally applicable grace period, or (C) the Issuer, the Guarantor or any Material Subsidiary fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this paragraph (iii) have occurred equals or exceeds €30,000,000 or its equivalent (on the basis of the middle spot rate for the relevant currency against the euro as quoted by any leading bank on the day on which this paragraph operates); or

(iv) Insolvency

insolvency (including moratorium (*surseance van betaling* and *noodregeling*) or bankruptcy (*faillissement*)) proceedings are initiated or applied for by the Issuer, the Guarantor, any Material Subsidiary or by a third party in respect of the Issuer, the Guarantor or any Material Subsidiary under any applicable law, and, in the case of a third party application, not discharged within 30 days, or any of the Issuer, the Guarantor or any Material Subsidiary is (or is, or could be, deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts under any applicable law, stops, suspends or threatens to stop or suspend payment of all or any part of (or of a particular type of) its debts, proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts or a moratorium is agreed or declared or comes into effect in respect of or affecting all or any part of (or of a particular type of) the debts of the Issuer, the Guarantor or any Material Subsidiary, or any such measures are officially decreed, under any applicable law; or

(v) Winding-up or Cessation of Business

an administrator is appointed, an order is made or an effective resolution passed for the administration, winding-up, dissolution (*ontbinding*) or liquidation (*vereffening*) of the Issuer or the Guarantor or any Material Subsidiary under any applicable law, or the Issuer or the Guarantor or any Material Subsidiary shall apply or petition for a winding-up or administration order in respect of itself under any applicable law or ceases or threatens to cease to carry on all or a substantial part of its business or operations, in each case except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation (i) on terms approved by an Extraordinary Resolution (as defined in the Agency Agreement) of the Noteholders or (ii) in the case of a Material Subsidiary, under a solvent winding-up pursuant to a shareholders resolution whereby the undertaking and assets of the Material Subsidiary are transferred to or otherwise vested in, and its liabilities

are assumed by, the Issuer or the Guarantor (as the case may be) or another of their respective Subsidiaries (notice of which shall forthwith be given by the Issuer to the Noteholders); or

(vi) Guarantee

the Guarantee is not (or is claimed by the Guarantor not to be) in full force and effect.

12 Meetings of Noteholders and Modifications

(a) Meetings of Noteholders

The Agency Agreement contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Agency Agreement) of a modification of any of these Conditions. Such a meeting may be convened by Noteholders holding not less than 10 per cent. in nominal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting two or more persons being or representing Noteholders whatever the nominal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to amend the dates of maturity or redemption of the Notes, any Instalment Date or any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the nominal amount of, or any Instalment Amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes, (iv) if a Minimum and/or a Maximum Rate of Interest, Instalment Amount or Redemption Amount is shown hereon, to reduce any such Minimum and/or Maximum, (v) to vary any method of, or basis for, calculating the Final Redemption Amount, the Early Redemption Amount or the Optional Redemption Amount, including the method of calculating the Amortised Face Amount, (vi) to vary the currency or currencies of payment or denomination of the Notes, (vii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution, or (viii) to modify or cancel the Guarantee, in which case the necessary quorum shall be two or more persons holding or representing not less than 75 per cent. or at any adjourned meeting not less than 25 per cent. in nominal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

The Agency Agreement provides that a resolution in writing signed by or on behalf of the holders of not less than 90 per cent. in nominal amount of the Notes outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

These Conditions may be amended, modified or varied in relation to any Series of Notes by the terms of the relevant Final Terms in relation to such Series.

(b) Modification of Agency Agreement

The Issuer and the Guarantor shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement, if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders.

13 Substitution of the Issuer

(a) The Issuer may, and the holders hereby irrevocably agree in advance that the Issuer may without any further consent of the holders being required, when no payment of principal of or interest on any of the Notes is in default, be replaced and substituted by any directly or indirectly wholly owned subsidiary of the Issuer (the "**Substituted Debtor**") as principal debtor in respect of the Notes provided that:

(i) such documents shall be executed by the Substituted Debtor and the Issuer as may be necessary to give full effect to the substitution (together the "**Documents**") and (without limiting the generality of the foregoing) pursuant to which the Substituted Debtor shall undertake in favour of each holder to be bound by the Terms and Conditions of the Notes and the provisions of the Agency Agreement as fully as if the Substituted Debtor had been named in the Notes and the Agency Agreement as the principal debtor in respect of the Notes in place of the Issuer and pursuant to which the Issuer shall guarantee, which guarantee shall be unconditional and irrevocable, (the "**Substitution Guarantee**") in favour of each holder the payment of all sums payable (including any additional amounts payable pursuant to Condition 9) in respect of the Notes;

(ii) where the Substituted Debtor is incorporated, domiciled or resident for taxation purposes in a territory other than The Netherlands, the Documents shall contain a covenant and/or such other provisions as may be necessary to ensure that each holder has the benefit of a covenant in terms corresponding to the provisions of Condition 9 with the substitution for the references to The Netherlands of references to the territory in which the Substituted Debtor is incorporated, domiciled and/or resident for taxation purposes. The Documents shall also contain a covenant by the Substituted Debtor and the Issuer to indemnify and hold harmless each holder against all liabilities, costs, charges and expenses (provided that insofar as the liabilities, costs, charges and expenses are taxes or duties, the same arise by reason of a law or regulation having legal effect or being in reasonable contemplation thereof on the date such substitution becomes effective) which may be incurred by or levied against such holder as a result of any substitution pursuant to this Condition and which would not have been so incurred or levied had such substitution not been made (and, without limiting the foregoing, such liabilities, costs, charges and expenses shall include any and all taxes or duties which are imposed on any such holder by any political sub-division or taxing authority of any country in which such holder resides or is subject to any such tax or duty and which would not have been so imposed had such substitution not been made);

(iii) the Documents shall contain a warranty and representation by the Substituted Debtor and the Issuer (a) that each of the Substituted Debtor and the Issuer has obtained all necessary governmental and regulatory approvals and consents for such substitution and the

performance of its obligations under the Documents, and that all such approvals and consents are in full force and effect and (b) that the obligations assumed by each of the Substituted Debtor and the Issuer under the Documents are all valid and binding in accordance with their respective terms and enforceable by each holder;

(iv) each stock exchange which has Notes listed thereon shall have confirmed that following the proposed substitution of the Substituted Debtor the Notes would continue to be listed on such stock exchange;

(v) the Substituted Debtor shall have delivered to the Fiscal Agent or procured the delivery to the Fiscal Agent of a legal opinion from a leading firm of local lawyers acting for the Substituted Debtor to the effect that the Documents constitute legal, valid and binding obligations of the Substituted Debtor, such opinion to be dated not more than three days prior to the date of substitution of the Substituted Debtor for the Issuer and to be available for inspection by holders at the specified office of the Fiscal Agent;

(vi) the Issuer shall have delivered to the Fiscal Agent or procured the delivery to the Fiscal Agent of a legal opinion from the internal legal adviser to the Issuer to the effect that the Documents (including the Substitution Guarantee) constitute legal, valid and binding obligations of the Issuer, such opinion to be dated not more than three days prior to the date of substitution of the Substituted Debtor for the Issuer and to be available for inspection by holders at the specified office of the Fiscal Agent; and

(vii) the Issuer shall have delivered to the Fiscal Agent or procured the delivery to the Fiscal Agent of a legal opinion from a reputable firm of Dutch lawyers of good standing to the effect that the Documents (including the Substitution Guarantee) constitute legal, valid and binding obligations of the Substituted Debtor and the Issuer under Dutch law, such opinion to be dated not more than three days prior to the date of substitution of the Substituted Debtor for the Issuer and to be available for inspection by holders at the specified office of the Fiscal Agent.

(b) In connection with any substitution effected pursuant to this Condition, neither the Issuer nor the Substituted Debtor need have any regard to the consequences of any such substitution for individual holders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and no holder, except as provided in paragraph (a)(ii) above, shall be entitled to claim from the Issuer or any Substituted Debtor under the Notes any indemnification or payment in respect of any tax or other consequences arising from such substitution.

(c) In respect of any substitution pursuant to this Condition in respect of Subordinated Notes, the Documents referred to in paragraph (a) above shall provide for such further amendment of the Terms and Conditions of the Notes as shall be necessary or desirable to ensure that the Subordinated Notes constitute subordinated obligations of the Substituted Debtor, subordinated to no greater than the same extent as the Issuer's obligations prior to its substitution to make payments of principal in respect of the Subordinated Notes under Condition 3, such that the Substituted Debtor will only be obliged to make payments of principal in respect of the Subordinated Notes to the extent that the Issuer would have been so obliged under Condition 3 of the Terms and Conditions had it remained as principal obligor under the Subordinated Notes.

(d) With respect to the Notes, the Issuer shall be entitled, by notice to the holders given, at any time to effect a substitution which does not comply with this Condition provided that the terms of such substitution have been approved by an Extraordinary Resolution of the holders or to waive all and any rights to effect a substitution of the principal debtor pursuant to this Condition. Any such notice of waiver shall be irrevocable.

(e) Upon the execution of the Documents as referred to in paragraph (a) above, and subject to the notice as referred to in paragraph (g) below having been given, the Substituted Debtor shall be deemed to be named in the Notes as the principal debtor in place of the Issuer and the Notes shall thereupon be deemed to be amended to give effect to the substitution. The execution of the Documents shall operate to release the Issuer as issuer from all of its obligations as principal debtor in respect of the Notes save that any claims under the Notes prior to release shall enure for the benefit of holders.

(f) The Documents shall be deposited with and held by the Fiscal Agent for so long as any Notes remain outstanding and for so long as any claim made against the Substituted Debtor by any holder in relation to the Notes or the Documents shall not have been finally adjudicated, settled or discharged. The Substituted Debtor and the Issuer shall acknowledge in the Documents the right of every holder to the production of the Documents for the enforcement of any of the Notes or the Documents.

(g) Not later than 15 days after the execution of the Documents, the Substituted Debtor shall give notice thereof to the holders.

(h) If Delta Lloyd N.V. is not itself the issuer of the Notes, the Substituted Debtor shall be a directly or indirectly wholly owned subsidiary of Delta Lloyd N.V. and the Substitution Guarantee shall be from Delta Lloyd N.V., and this Condition 13 shall be construed accordingly.

14 Replacement of Notes, Certificates, Receipts, Coupons and Talons

If a Note, Certificate, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Fiscal Agent (in the case of Bearer Notes, Receipts, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Certificate, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Certificates, Receipts, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Notes, Certificates, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

15 Further Issues

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes having the same terms and conditions as the Notes (so that, for the avoidance of

doubt, references in these Conditions to "**Issue Date**" shall be to the first issue date of the Notes) and so that the same shall be consolidated and form a single series with such Notes, and references in these Conditions to "Notes" shall be construed accordingly.

16 Notices

Notices to the holders of Registered Notes shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing. Notices to the holders of Bearer Notes shall be valid if published in a daily newspaper of general circulation in the Netherlands (which is expected to be *Het Financieele Dagblad*). If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Notes in accordance with this Condition.

17 Currency Indemnity

Any amount received or recovered in a currency other than the currency in which payment under the relevant Note, Coupon or Receipt is due (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the insolvency (bankruptcy (*faillissement*) or moratorium (*surseance van betaling* or *noodregeling*, as applicable) or dissolution (*ontbinding*) or liquidation (*vereffening*) of the Issuer or the Guarantor or otherwise) by any Noteholder or Couponholder in respect of any sum expressed to be due to it from the Issuer or the Guarantor shall only constitute a discharge to the Issuer or the Guarantor, as the case may be, to the extent of the amount in the currency of payment under the relevant Note, Coupon or Receipt that the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If the amount received or recovered is less than the amount expressed to be due to the recipient under any Note, Coupon or Receipt, the Issuer, failing whom the Guarantor, shall indemnify it against any loss sustained by it as a result. In any event, the Issuer, failing whom the Guarantor, shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition, it shall be sufficient for the Noteholder or Couponholder, as the case may be, to demonstrate that it would have suffered a loss had an actual purchase been made. These indemnities constitute a separate and independent obligation from the Issuer's and the Guarantor's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Noteholder or Couponholder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note, Coupon or Receipt or any other judgment or order.

18 Governing Law and Jurisdiction

(a) Governing Law

The Notes, the Receipts, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, Dutch law.

(b) Jurisdiction

The District Court (*rechtbank*) of Amsterdam, The Netherlands and its appellate courts are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with any Notes, Receipts, Coupons or Talons and accordingly any legal action or proceedings arising out of or in connection with any Notes, Receipts, Coupons or Talons ("**Proceedings**") may be brought in such courts.

19 Definitions

In these Terms and Conditions, unless the context otherwise requires, or as otherwise specified in the Final Terms, the following defined terms shall have the meanings set out below:

"**Assets**" means the non-consolidated gross assets of the Issuer as shown by the then latest published audited balance sheet of the Issuer but adjusted for contingencies and for subsequent events in such manner and to such extent as one or more members of the Issuer's Executive Board or, as the case may be, the liquidator may determine to be appropriate;

"**Capital Adequacy Regulations**" means at any time the regulations, requirements, guidelines, policies, decrees imposing obligations on the Issuer, the Group or any member thereof with respect to the maintenance of minimum levels of solvency margins and/or capital adequacy ratios and/or comparable margins or ratios, as well as regarding the supervision thereof by any Regulator;

"**Capital Disqualification Event**" means that the Subordinated Notes cease to be capable of qualifying under the Capital Adequacy Regulations for the purposes of determination of the solvency margin, capital adequacy ratios or comparable margins or ratios of the Issuer, the Guarantor, or the Group, or, where this is subdivided in tiers, as tier 2 or 3 basic own funds or any such other category as specified in the Final Terms, on a solo and/or consolidated basis , except where such non-qualification is only as a result of any applicable limitation on the amount of such capital;

"**Group**" means Delta Lloyd N.V. and its Subsidiaries;

"**Guarantee**" means a guarantee in respect of the debts of Delta Lloyd Treasury B.V., which is in the form of a declaration in terms of Article 2:403 and following of the Dutch Civil Code. The 403 Declaration constitutes a statement of joint and several liability governed by and construed in accordance with Dutch law. Copies of the 403 Declaration can be obtained from the Commercial Register of the Chamber of Commerce for Amsterdam;

"**Junior Securities**" means the ordinary shares and any other securities of the Guarantor or the Issuer or any other member of the Group ranking or expressed to rank junior to the Notes either issued directly by the Guarantor or the Issuer or, where issued by an other member of the Group, where the terms of the

securities benefit from a guarantee or support agreement entered into by the Guarantor or the Issuer which ranks or is expressed to rank junior to the Notes;

"**Liabilities**" means the non-consolidated gross liabilities of the Issuer as shown by the then latest published audited balance sheet of the Issuer, but adjusted for contingencies and for subsequent events in such manner and to such extent as the directors, the auditors or, as the case may be, the liquidator may determine;

the "**Mandatory Non-payment Condition**" is met if:

(i) the Issuer determines that it is not or, on the relevant date on which a payment would be made after taking into account amounts payable on that date on the Notes, will not be Solvent;

(ii) a Regulatory Event has occurred and continues to exist; or

(iii) the Regulator has required or requested the Issuer not to make any payments on the Notes;

"**Material Subsidiary**" means at any time any Subsidiary (i) the principal activity of which is insurance or banking business, or (ii) which has gross premium income or operating income representing 10 per cent. or more of the consolidated gross premium income or operating income, as applicable, of the Group, in each case as specified in the latest relevant audited financial statements, or (iii) which has assets representing 10 per cent. or more of the consolidated assets of the Group, as specified in the latest relevant audited financial statements;

"**Optional Interest Payment Date**" means, in respect of the Option B Notes only, any Interest Payment Date where no interest payments have been made on Junior Securities or Parity Securities (other than the Notes) and no dividend or other distribution has been irrevocably declared or paid on any class of the Issuer's or the Guarantor's share capital in the period specified in the Final Terms prior to such Interest Payment Date, save where the Issuer or the Guarantor is not able to defer, pass or eliminate or continue to eliminate a dividend or other distribution or any other payment in accordance with the terms and conditions of those securities or guarantees;

"**Parity Securities**" means any securities of the Guarantor or the Issuer or any other member of the Group ranking or expressed to rank pari passu with the Notes either issued directly by the Guarantor or the Issuer or, where issued by an other member of the Group, where the terms of the securities benefit from a guarantee or support agreement entered into by the Guarantor or the Issuer which ranks or is expressed to rank *pari passu* with the Notes;

"**Regulator**" means any existing or future regulator having primary supervisory authority with respect to the Issuer or the Guarantor, whether or not as a holding company of a financial group or financial conglomerate, or the Group;

"**Regulatory Event**" means that the consolidated or non-consolidated solvency margin, capital adequacy ratios or comparable margins or ratios of the Issuer, the Guarantor or the Group under the Capital Adequacy Regulations are, or as a result of a payment would become, less than the relevant minimum requirements as applied and enforced by the Regulator pursuant to the Capital Adequacy Regulations, as applicable to the relevant Notes;

"**Solvent**" means that the Issuer is (a) able to pay its debts to its unsubordinated and unsecured creditors as they fall due and (b) its Assets exceed its Liabilities (other than its Liabilities to persons who are not unsubordinated and unsecured creditors);

"**Subsidiary**" means a subsidiary of the Issuer or the Guarantor within the meaning of Section 2:24a of the Dutch Civil Code and any other entity whose financial statements at any time are required by law or in accordance with generally accepted accounting principles to be fully consolidated with those of the Issuer or the Guarantor.

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

1. Initial Issue of Notes

If the Global Notes or the Global Certificates are stated in the applicable Final Terms to be issued in NGN form or to be held under the NSS (as the case may be), the Global Notes or the Global Certificates will be delivered on or prior to the original issue date of the Tranche to a Common Safekeeper. Depositing the Global Notes or the Global Certificates with the Common Safekeeper does not necessarily mean that the Notes 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.

Global notes which are issued in CGN form and Global Certificates which are not held under the NSS may be delivered on or prior to the original issue date of the Tranche to a Common Depositary.

If the Global Note is a CGN, upon the initial deposit of a Global Note with a common depositary for Euroclear and Clearstream, Luxembourg (the "**Common Depositary**") or registration of Registered Notes in the name of any nominee for Euroclear and Clearstream, Luxembourg and delivery of the relative Global Certificate to the Common Depositary, Euroclear or Clearstream, Luxembourg will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid. If the Global Note is a NGN, the nominal amount of the Notes shall be the aggregate amount from time to time entered in the records of Euroclear or Clearstream, Luxembourg. The records of such clearing system shall be conclusive evidence of the nominal amount of Notes represented by the Global Note and a statement issued by such clearing system at any time shall be conclusive evidence of the records of the relevant clearing system at that time.

Notes that are initially deposited with the Common Depositary may also be credited to the accounts of subscribers with (if indicated in the relevant Final Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

2. Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or any other permitted clearing system ("**Alternative Clearing System**") as the holder of a Note represented by a Global Note or a Global Certificate must look solely to Euroclear, Clearstream, Luxembourg or any such Alternative Clearing System (as the case may be) for his share of each payment made by the Issuer to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, and in relation to all other rights arising under the Global Notes or Global Certificates, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg, or such Alternative Clearing System (as the case may be). Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note or Global Certificate and such obligations of the Issuer will be discharged by payment to the bearer of such

Global Note or the holder of the underlying Registered Notes, as the case may be, in respect of each amount so paid.

3. Exchange

3.1 Temporary Global Notes

Each temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date:

(i) if the relevant Final Terms indicates that such Global Note is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable, in whole, but not in part, for the Definitive Notes defined and described below; and

(ii)otherwise, in whole or in part upon certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement for interests in a permanent Global Note or, if so provided in the relevant Final Terms, for Definitive Notes.

3.2 Permanent Global Notes

Each permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under paragraph 3.4 below, in part for Definitive Notes:

(i) if the permanent Global Note is held on behalf of Euroclear or Clearstream, Luxembourg or an Alternative Clearing System and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so ; or

(ii) if principal in respect of any Notes is not paid when due, by the holder giving notice to the Fiscal Agent of its election for such exchange.

In the event that a Global Note is exchanged for Definitive Notes, such Definitive Notes shall be issued in Specified Denomination(s) only. If the minimum Specified Denomination is €50,000, a Noteholder who holds a principal amount of less than the minimum Specified Denomination will not receive a definitive Note in respect of such holding and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

3.3 Permanent Global Certificates

If the Final Terms state that the Notes are to be represented by a permanent Global Certificate on issue, the following will apply in respect of transfers of Notes held in Euroclear or Clearstream, Luxembourg or an Alternative Clearing System. These provisions will not prevent the trading of interests in the Notes within a clearing system whilst they are held on behalf of such clearing system, but will limit the circumstances in which the Notes may be withdrawn from the relevant clearing system.

Transfers of the holding of Notes represented by any Global Certificate pursuant to Condition 2(b) may only be made in part:

(i) if the relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; or

(ii) if principal in respect of any Notes is not paid when due; or

(iii) with the consent of the Issuer,

provided that, in the case of the first transfer of part of a holding pursuant to paragraph 3.3(i) or 3.3(ii) above, the Registered Holder has given the Registrar not less than 30 days' notice at its specified office of the Registered Holder's intention to effect such transfer.

3.4 Partial Exchange of Permanent Global Notes

For so long as a permanent Global Note is held on behalf of a clearing system and the rules of that clearing system permit, such permanent Global Note will be exchangeable in part on one or more occasions for Definitive Notes (i) if principal in respect of any Notes is not paid when due or (ii) if so provided in, and in accordance with, the Conditions (which will be set out in the relevant Final Terms) relating to Partly Paid Notes.

3.5 Delivery of Notes

If the Global Note is a CGN, on or after any due date for exchange, the holder of a Global Note may surrender such Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Fiscal Agent. In exchange for any Global Note, or the part thereof to be exchanged, the Issuer will (i) in the case of a temporary Global Note exchangeable for a permanent Global Note, deliver, or procure the delivery of, a permanent Global Note in an aggregate nominal amount equal to that of the whole or that part of a temporary Global Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a permanent Global Note to reflect such exchange or (ii) in the case of a Global Note exchangeable for Definitive Notes, deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Notes or if the Global Note is a NGN, the Issuer will procure that details of such exchange be entered pro rata in the records of the relevant clearing system. In this Prospectus, "Definitive Notes" means, in relation to any Global Note, the definitive Bearer Notes for which such Global Note may be exchanged (if appropriate, having attached to them all Coupons and Receipts in respect of interest or Instalment Amounts that have not already been paid on the Global Note and a Talon). Definitive Notes will be security printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the Agency Agreement. On exchange in full of each permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

3.6 Exchange Date

"Exchange Date" means, in relation to a temporary Global Note, the day falling after the expiry of 40 days after its issue date and, in relation to an permanent Global Note, a day falling not less than 60 days, or in the case of failure to pay principal in respect of any Notes when due 30 days, after that on which the notice requiring exchange is given an on which banks are open for business in the city in which the

specified office of the Fiscal Agent is located and in the city in which the relevant clearing system is located.

4 Amendment to Conditions

The Temporary Global Notes, permanent Global Notes and Global Certificates contain provisions that apply to the Notes that they represent, some of which modify the effect of the terms and conditions of the Notes set out in this Prospectus. The following is a summary of certain of those provisions:

4.1 Payments

No payment falling due after the Exchange Date will be made on any Global Note unless exchange for an interest in a permanent Global Note or for Definitive Notes is improperly withheld or refused. Payments on any temporary Global Note issued in compliance with the D Rules before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement. All payments in respect of Notes represented by a Global Note in CGN form will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. If the Global Note is a CGN, a record of each payment so made will be endorsed on each Global Note, which endorsement will be prima facie evidence that such payment has been made in respect of the Notes. Condition 8(e)(vii) and Condition 9(f) will apply to the Definitive Notes only. If the Global Note is a NGN or if the Global Certificate is held under the NSS, the Issuer shall procure that details of each such payment shall be entered pro rata in the records of the relevant clearing system and in the case of payments of principal, the nominal amount of the Notes recorded in the records of the relevant clearing system and represented by the Global Note or the Global Certificate will be reduced accordingly. Payments under a NGN will be made to its holder. Each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries in the records of the relevant clearing system shall not affect such discharge. For the purpose of any payments made in respect of a Global Note, the relevant place of presentation shall be disregarded in the definition of "business day" set out in Condition 8(h) of the Notes (*Non-Business Days*).

All payments in respect of Notes represented by a Global Certificate will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the Clearing System Business Day immediately prior to the date for payment, where Clearing System Business Day means Monday to Friday inclusive, except 25 December and 1 January.

4.2 Prescription

Claims against the Issuer in respect of Notes that are represented by a permanent Global Note will become void unless it is presented for payment within a period of five years from the appropriate due date for payment.

4.3 Meetings

The holder of a permanent Global Note or of the Notes represented by a Global Certificate shall (unless such permanent Global Note or Global Certificate represents only one Note) be treated as being two persons for the purposes of any quorum requirements of a meeting of Noteholders and, at any such meeting, the holder of a permanent Global Note shall be treated as having one vote in respect of each integral currency unit of the Specified Currency of the Notes. (All holders of Registered Notes are entitled to one vote in respect of each integral currency unit of the Specified Currency of the Notes comprising such Noteholder's holding, whether or not represented by a Global Certificate.)

4.4 Cancellation

Cancellation of any Note represented by a permanent Global Note that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the nominal amount of the relevant permanent Global Note.

4.5 Purchase

Notes represented by a permanent Global Note may only be purchased by the Issuer, the Guarantor or any of their respective subsidiaries if they are purchased together with the rights to receive all future payments of interest and Instalment Amounts (if any) thereon.

4.6 Issuer's Option

Any option of the Issuer provided for in the Conditions of any Notes while such Notes are represented by a permanent Global Note shall be exercised by the Issuer giving notice to the Noteholders within the time limits set out in and containing the information required by the Conditions, except that the notice shall not be required to contain the serial numbers of Notes drawn in the case of a partial exercise of an option and accordingly no drawing of Notes shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with a clearing system in respect of the Notes will be governed by the standard procedures of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) or any other Alternative Clearing System (as the case may be).

4.7 Noteholders' Options

Any option of the Noteholders provided for in the Conditions of any Notes while such Notes are represented by a permanent Global Note may be exercised by the holder of the permanent Global Note giving notice to the Fiscal Agent within the time limits relating to the deposit of Notes with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain the serial numbers of the Notes in respect of which the option has been exercised, and stating the nominal amount of Notes in respect of which the option is exercised and at the same time, where the permanent Global Note is a CGN, presenting the permanent Global Note to the Fiscal Agent, or to a Paying Agent acting on behalf of the Fiscal Agent, for notation. Where the Global Note is a NGN or where the Global Certificate is held under the NSS, the Issuer shall

procure that details of such exercise shall be entered pro rata in the records of the relevant clearing system and the nominal amount of the Notes recorded in those records will be reduced accordingly.

4.8 NGN nominal amount

Where the Global Note is a NGN, the Issuer shall procure that any exchange, payment, cancellation, exercise of any option or any right under the Notes, as the case may be, in addition to the circumstances set out above shall be entered in the records of the relevant clearing systems and upon any such entry being made, in respect of payments of principal, the nominal amount of the Notes represented by such Global Note shall be adjusted accordingly.

4.9 Events of Default

Each Global Note provides that the holder may cause such Global Note, or a portion of it, to become due and repayable in the circumstances described in Condition 11 of the Notes by stating in the notice to the Fiscal Agent the nominal amount of such Global Note that is becoming due and repayable. If principal in respect of any Note is not paid when due, the holder of a Global Note or Registered Notes represented by a Global Certificate may elect for direct enforcement rights against the Issuer and the Guarantor under the terms of the relevant Global Note or Global Certificate to come into effect in relation to the whole or a part of such Global Note or one or more Registered Notes in favour of the persons entitled to such part of such Global Note or such Registered Notes, as the case may be, as accountholders with a clearing system. Following any such acquisition of direct rights, the Global Note or, as the case may be, the Global Certificate and the corresponding entry in the register kept by the Registrar will become void as to the specified portion or Registered Notes, as the case may be. However, no such election may be made in respect of Notes represented by a Global Certificate unless the transfer of the whole or a part of the holding of Notes represented by that Global Certificate shall have been improperly withheld or refused.

4.10 Notices

So long as any Notes are represented by a Global Note and such Global Note is held on behalf of a clearing system, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Note, except that so long as the Notes are listed on a stock exchange, notices shall also be published in such manner as may be required under the rules of that exchange.

5 Partly Paid Notes

The provisions relating to Partly Paid Notes are not set out in this Prospectus, but will be contained in the relevant Final Terms and thereby in the Global Notes. While any instalments of the subscription moneys due from the holder of Partly Paid Notes are overdue, no interest in a Global Note representing such Notes may be exchanged for an interest in a permanent Global Note or for Definitive Notes (as the case may be). If any Noteholder fails to pay any instalment due on any Partly Paid Notes within the time specified, the Issuer may forfeit such Notes and shall have no further obligation to their holder in respect of them.

APPLICABLE FINAL TERMS TO THE CAPITAL SECURITIES

Final Terms dated [●]

Delta Lloyd N.V.
Issue of [Aggregate Nominal Amount of Tranche] Capital Securities
under the € 2,500,000,000 Programme for the Issuance of Debt Instruments

[The Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that, except as provided in sub-paragraph (ii) below, any offer of Securities in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a **Relevant Member State**) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Securities. Accordingly any person making or intending to make an offer of the Securities may only do so in:

(i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer; or

(ii) in those Public Offer Jurisdictions mentioned in Paragraph 43 of Part A below, provided such person is one of the persons mentioned in Paragraph 43 of Part A below and that such offer is made during the Offer Period specified for such purpose therein.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Securities in any other circumstances].

[The Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Securities in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a Relevant Member State) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Securities. Accordingly any person making or intending to make an offer in that Relevant Member State of the Securities may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Securities in any other circumstances].

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 6 October 2010 which constitutes a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the Prospectus Directive). This document constitutes the Final Terms of the Securities described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Prospectus. Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Prospectus. The Prospectus is available for viewing at www.deltalloydgroep.com and during normal business hours at Amstelplein 6, 1096 BC Amsterdam, the Netherlands and copies may be obtained from such address.

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.]

[When completing any final terms, or adding any other final terms or information, consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive].

1.	Issuer:	Delta Lloyd N.V.
2.	(i) Series Number:	[●]
	(ii) Tranche Number:	[●]
	(If fungible with an existing Series, details of that Series, including the date on which the Securities become fungible).	
3.	Specified Currency or Currencies:	[●]
4.	Aggregate Nominal Amount:	[●]
	(i) Series:	[●]
	(ii) Tranche:	[●]
5.	Issue Price:	[●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]
6.	(i) Specified Denominations:	[●] *Securities (including Securities denominated in Sterling) in respect of which the issue proceeds are to be accepted by the issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 FSMA and which have a maturity of less than one year must have a minimum redemption value of £100,000 (or its equivalent in other currencies).*
	(ii) Calculation Amount:	[●]
7.	(i) Issue Date:	[●]
	(ii) Coupon Commencement Date	[*Specify*/Issue Date/Not Applicable]
8.	Maturity Date:	[*Specify date or (for Floating Rate Securities) Coupon Payment Date falling in or nearest to the relevant month and year/ undated Securities*]
9.	Interest Basis:	[• per cent. Fixed Rate]

		[[*specify reference rate*] +/– • per cent. Floating Rate] [Other (*specify*)] *[specify details of interest on deferred payments]* (further particulars specified below)
10.	Redemption/Payment Basis:	[Redemption at par] [Other (*specify*) *[alternative amount payable upon winding up]*]
11.	Change of Interest or Redemption/ Payment Basis:	[*Specify details of any provision for convertibility of Securities into another interest or redemption/payment basis/loss absorption or write up provisions*]
12.	Call Options:	[Issuer Call[s]] [(further particulars specified below)]
13.	[(i)] Status of the Securities:	[Senior/[Dated/Undated (Perpetual)]/ Subordinated] [also see paragraph 16]
	[(ii) Date Board approval for issuance of Securities obtained:	[Not Applicable/●] (management board) and [●] (supervisory board), respectively] (*N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Securities)*]
14.	Method of distribution:	[Syndicated/Non-syndicated]
CONDITION TO PAYMENT		
15.	Condition to Payment:	[As set out in Condition 2(b)/*specify other conditions to payment*]
WINDING UP		
16.	Ranking and amount payable on winding-up:	[As set out in Condition 3(a) and (b)/*specify other*]
DEFERRALS		
17.	Interest on mandatorily deferred Payment (Condition 4(a)(iii)):	[As set out in Condition 4(a)(iii)/*specify other*]
18.	Interest on optionally deferred Payment (Condition 4(b)(ii)):	[As set out in Condition 4(b)(ii)/*specify other*]
19.	Capital Disqualification Event (Condition 4(b)(iv)):	[Applicable/Not Applicable]
20.	Satisfaction of deferred Payments (Condition 4(c)):	[Applicable/Condition 4(c) does not apply/*specify if different from Condition 4(c))*
21.	Dividend Pusher; Mandatory Payments and Mandatory Partial Payments:	
	(i) Deferred Payments (Condition 4(d)(i)):	[Applicable/Condition 4(d)(i) does not apply]
	(ii) Mandatory Payments (Condition 4(d)(ii)):	[Condition 4(d)(ii) does not apply/*specify number of Coupon Payment Dates*]

(iii)	Mandatory Partial Payments (Condition 4(d)(iii)):	[Condition 4(d)(iii) does not apply/*specify number of Coupon Payment Dates*]
22.	Dividend Stopper (Condition 4(e)):	[Applicable/Condition 4(e) does not apply/*specify other or further provisions]*

ACSM

23.	ACSM (Condition 7):	[Applicable/Not Applicable/*specify further provisions or amendments*] *(if not applicable, delete the remaining subparagraphs of this paragraph)*
(i)	Limitations in connection with Alternative Coupon Satisfaction Mechanism:	[Not Applicable/*specify percentages referred to in Condition 7(f) in respect of (a) issued Ordinary Share capital and (b) Shareholders' Equity*
(ii)	Alternative Coupon Satisfaction Mechanism Period (Condition 7(g)):	[Applicable/Not Applicable]

PRINCIPAL LOSS ABSORPTION

24.	Principal Loss Absorption (Condition 5):	[Applicable/Not Applicable] *(if not applicable, delete the remaining subparagraphs of this paragraph)*
(i)	Loss Absorption mechanism (Condition 5(a)):	*specify by reference to Condition 5(a)(i)*
(ii)	Write-up (Condition 5(b)):	[may/must] write up [*pari passu* with/senior to] tier 1 basic own funds items
(iii)	Interest accrual during write-down (Condition 5(c)):	[As set out in Condition 5(c)/Interest shall accrue during a write-down]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

25.	**Fixed Rate Note Provisions**	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	Coupon Rate[(s)]:	[●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/other (*specify*)] in arrear]
(ii)	Coupon Payment Date(s):	[●] in each year [adjusted in accordance with [*specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"*]/not adjusted]
(iii)	Fixed Coupon Amount[(s)]:	[●] per Calculation Amount
(iv)	Broken Amount(s):	[●] per Calculation Amount payable on the Coupon Payment Date falling [in/on] [●]
(v)	Day Count Fraction:	[30/360/Actual/Actual (ICMA/ISDA)/other]
(vi)	[Determination Dates:	[●] in each year *(insert regular coupon payment dates, ignoring issue date or maturity date in the case*

			of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))]
	(vii)	Other terms relating to the method of calculating interest for Fixed Rate Securities:	[Not Applicable/*give details*]
26.	**Floating Rate Note Provisions**		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Coupon Period(s):	[●]
	(ii)	Specified Coupon Payment Dates:	[●]
	(iii)	First Coupon Payment Date	[●]
	(iv)	Coupon Period Date:	[●] (Not applicable unless different from Coupon Payment Date)
	(v)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention/other (*give details*)]
	(vi)	Business Centre(s):	[●]
	(vii)	Manner in which the Coupon Rate(s) is/are to be determined:	Screen Rate Determination/ISDA Determination/other (*give details*)]
	(viii)	Party responsible for calculating the Coupon Rate(s) and/or Coupon Amount(s) (if not the Fiscal Agent):	[●]
	(ix)	Screen Rate Determination:	
		– Reference Rate:	[●]
		– Coupon Determination Date(s):	[●]
		– Relevant Screen Page:	[●]
	(x)	ISDA Determination:	
		– Floating Rate Option:	[●]

	– Designated Maturity:	[●]
	– Reset Date:	[●]
	– [ISDA Definitions:	[2006/other (give details)]]:
(xi)	Margin(s):	[+/-][ ] per cent. per annum
(xii)	Minimum Coupon Rate:	[●] per cent. per annum
(xiii)	Maximum Coupon Rate:	[●] per cent. per annum
(xiv)	Day Count Fraction:	[●]
(xv)	Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Securities, if different from those set out in the Conditions:	[●]

PROVISIONS RELATING TO REDEMPTION

27.	**Issuer Call Option**	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	Optional Redemption Date(s):	[●]
(ii)	Optional Redemption Amount(s) of each Security and method, if any, of calculation of such amount(s):	[●] per Calculation Amount
(iii)	Notice period:	[●]
28.	**Regulatory Call (Condition 8d))** Category under Capital Adequacy Regulations (Condition 8(d)(ii)):	[*specify category*]
29.	**Accounting Call (Condition 8(e))**	[Applicable/Not Applicable]
30.	**Rating Call (Condition 8(f))**	[Applicable/Not Applicable] (if not applicable, delete the remaining subparagraphs of this paragraph)
	Rating Methodology Event Commencement Date:	(*specify)*
31.	**Additional or other conditions to Redemption, Conversion, Exchange, Substitution, Variation or Purchase of Securities (Condition 8(iv))**	[Not Applicable/*specify additional or other conditions*]

32.	**Replacement capital (Condition 8(k))**	[Applicable/Not Applicable] [*specify any further or other conditions or provisions*]
33.	**Final Redemption Amount**	[Nominal amount as per Condition 8(a)/*specify other*/Not Applicable] [*dated Securities only*]

34. Early Redemption Amount

Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation, regulatory accounting or rating reasons or early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions):	[●] (*if applicable, specify basis for early redemption)* [Early Redemption Amount (Tax)] [Early Redemption Amount (Regulatory)] [Early Redemption Amount (Accounting)] [Early Redemption Amount (Rating)]

GENERAL PROVISIONS APPLICABLE TO THE SECURITIES

35.	Form of Securities:	**Bearer Securities:** [Temporary Global Security exchangeable for a] Permanent Global Security [other] *[specify if conditions different from Condition 1]*
36.	New Global Note:	[Yes] [No]
37.	Financial Centre(s) or other special provisions relating to payment dates:	[Not Applicable/*give details.* *Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which sub-paragraphs 25(ii) and 26 (v) and(vi) relate*]
38.	Other final terms:	[Not Applicable/*give details*] (*When adding any other final terms consideration should be given as to whether such terms constitute a "significant new factor" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.*)

DISTRIBUTION

39.	(i)	If syndicated, names and addresses of Managers and underwriting commitments:	[Not Applicable/*give names and addresses and underwriting commitments*] *(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers.)*
	(ii)	Date of [Subscription] Agreement	[●]

	and description of any material features of the [Subscription] Agreement :	*(Include material features of the [Subscription] Agreement,)*
	(iii) Stabilising Manager(s) (if any):	[Not Applicable/*give name*]
40.	If non-syndicated, name and address of Dealer:	[Not Applicable/*give name*]
41.	Total commission and concession:	[●] per cent. of the Aggregate Nominal Amount
42.	U.S. Selling Restrictions:	[Reg. S Compliance Category; TEFRA C/ TEFRA D/ TEFRA not applicable]
43.	Non-exempt Offer:	[Not Applicable] [An offer of the Securities may be made by the Managers [and [*specify, if applicable*]] other than pursuant to Article 3(2) of the Prospectus Directive in [*specify relevant Member State(s) - which must be jurisdictions where the Prospectus and any supplements have been passported*] (**Public Offer Jurisdictions**) during the period from [*specify date*] until [*specify date*] (**Offer Period**). See further Paragraph 8 of Part B below.
44.	Additional selling restrictions:	[Not Applicable/*give details*]

[PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue [and] [public offer in the Public Offer Jurisdictions] [and] [admission to trading on the [*specify relevant regulated market*] of the Securities described herein] pursuant to the €2,500,000,000 Programme for the Issuance of Debt Instruments of Delta Lloyd N.V. and Delta Lloyd Treasury B.V.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [(*Relevant third party information*) has been extracted from (*specify source*). The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (*specify source*), no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of Delta Lloyd N.V.:

By: .....
Duly authorised

PART B – OTHER INFORMATION

1. LISTING

(i)	Admission to trading:	[Application has been made by the Issuer (or on its behalf) for the Securities to be admitted to trading on [*specify relevant regulated market*] with effect from [●].] [Application is expected to be made by the Issuer (or on its behalf) for the Securities to be admitted to trading on [*specify relevant regulated market*] with effect from [●].] [Not Applicable.] (*Where documenting a fungible issue need to indicate that original Securities are already admitted to trading.)*
(ii)	Estimate of total expenses related to admission to trading:	[●]

2. RATINGS

Ratings:	The Securities to be issued have been rated: [S & P: [●]] [Moody's: [●]] [Fitch: [●]] [Other]: [●]] *[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]* (*The above disclosure should reflect the rating allocated to Securities of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.*)

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

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

"Save as discussed in ["Subscription and Sale"], so far as the Issuer is aware, no person involved in the offer of the Securities has an interest material to the offer."]

[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

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

[(i) Reasons for the offer	[●] (*See ["Use of Proceeds"] wording in Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)*]
[(ii)] Estimated net proceeds:	[●] (*If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.*)
[(iii) Estimated total expenses:	[●] *[Include breakdown of expenses]* (*[If the Securities are derivative securities to which Annex XII of the Prospectus Directive Regulation applies it is] only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)*]

5. [Fixed Rate Securities only – YIELD

Indication of yield:	[●] Calculated as *[include details of method of calculation in summary form]* on the Issue Date. As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

6. [Floating Rate Securities only – HISTORIC INTEREST RATES

Details of historic [LIBOR/EURIBOR/other] rates can be obtained from Reuters.

7. OPERATIONAL INFORMATION

ISIN Code:	[●]
Common Code:	[●]
Any clearing system(s) other than Euroclear Nederland, Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s):	[Not Applicable/*give name(s) and number(s) [and address(es)]*]
Delivery:	Delivery [against/free of] payment
Names and addresses of initial Paying Agent(s):	[●]

Names and addresses of additional Paying Agent(s) (if any):	[●]
Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes][No] [Note that the designation "yes" simply means that the Securities are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Securities will be recognized 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 the ECB being satisfied that Eurosystem eligibility criteria have been met.]*[include this text if "yes" selected in which case bearer Securities must be issued in NGN form*]

8. TERMS AND CONDITIONS OF THE OFFER

Offer Price:	[Issue Price][*specify]*
Conditions to which the offer is subject:	[Not Applicable/*give details*]
Time period during which the offer: is open:	[Not Applicable/*give details*]
Description of the application process:	[Not Applicable/*give details*]
Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:	[Not Applicable/*give details*]
Details of the minimum and/or maximum amount of application:	[Not Applicable/*give details*]
Details of the method and time limits for paying up and delivering the Securities:	[Not Applicable/*give details*]
Manner in and date on which results of the offer are to be made public:	[Not Applicable/*give details*]
Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:	[Not Applicable/*give details*]
Categories of potential investors to which the Securities are offered and whether tranche(s) have been reserved for certain countries:	[Not Applicable/*give details*]

Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	[Not Applicable/*give details*]
Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[Not Applicable/*give details*]
Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place.	[None/*give details*]

TERMS AND CONDITIONS OF THE CAPITAL SECURITIES

The following are the Terms and Conditions of the Capital Securities which (subject to the completion and minor amendment) will be applicable to each Series of Capital Securities, provided that the relevant Final Terms in relation to any Capital Securities may specify other Terms and Conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace the following Terms and Conditions for the purposes of such Capital Securities:

The Capital Securities (hereafter referred to as the "**Securities**") are issued in accordance with an agency agreement (the "**Agency Agreement**", which expression shall include any amendments or supplements thereto) dated 6 October 2010 and made between, inter alia, Delta Lloyd N.V. (the "**Issuer**"), Deutsche Bank AG, London Branch in its capacity as fiscal and principal paying agent (the "**Fiscal Agent**", which expression shall include any successor to Deutsche Bank AG, London Branch in its capacity as such) and the paying agents named therein (the "**Paying Agents**", which expression shall include the Fiscal Agent and any substitute or additional Paying Agents appointed in accordance with the Agency Agreement). Copies of the Agency Agreement are available for inspection at the specified office of each of the Paying Agents. All persons from time to time entitled to the benefit of obligations under any Securities shall be deemed to have notice of, and shall be bound by, all of the provisions of the Agency Agreement insofar as they relate to the relevant Securities.

The Securities are issued in series (each, a "**Series**"), and each Series may comprise one or more tranches ("**Tranches**" and each, a "**Tranche**") of Securities. Each Tranche will be the subject of the Final Terms (each, the "**Final Terms**"), a copy of which will, in the case of a Tranche in relation to which application has been made for admission to trading on NYSE Euronext in Amsterdam, be lodged with Euronext Amsterdam N.V. ("**Euronext Amsterdam**") and will be available for inspection at the specified office of the Fiscal Agent.

The Securities are also issued in accordance with the Trust Deed. The statements in these Terms and Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed. Copies of the Trust Deed and the Agency Agreement are available for inspection during normal business hours by the Holders at the registered office of the Trustee and at the specified office of each of the Paying Agents. The Holders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and the Agency Agreement applicable to them.

References in these Terms and Conditions to "**Securities**" are to Securities of the relevant Series.

1 Form, Denomination and Title

(a) Form and Denomination

The Securities are in bearer form and shall be in the Specified Denomination(s) as indicated in the applicable Final Terms. The Securities will be represented by a Temporary Global Security without interest coupons which is exchangeable for a Permanent Global Security (each a "**Global Security**") without interest coupons. Unless specified otherwise in the Final Terms, each Global Security will be deposited with *Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.* ("**Euroclear Nederland**") and thereby become subject to the Dutch Securities Giro Transfer Act (*Wet giraal effectenverkeer*, "**Wge**"). Unless specified otherwise in the Final Terms, the Global Security will not be exchangeable for definitive bearer Securities.

(b) Transfer and Title

Unless specified otherwise in the Final Terms, interests in the Global Security will be transferable only in accordance with the provisions of the Wge and the rules and procedures from time to time of Euroclear Nederland and its participants (*aangesloten instellingen*) and all transactions in (including transfer of) Securities, in the open market or otherwise, must be effected through participants of Euroclear Nederland. The bearer of the Global Security will be the only person entitled to receive payments in respect of such Global Security. To the extent permitted by law, each person who is for the time being shown in the records of Euroclear Nederland or any of its participants as the holder of a particular nominal amount of such Securities (a "**Holder**") (in which regard any certificate or other document issued by Euroclear Nederland or such participant as to the nominal amounts of Securities standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer and the Paying Agents as the holder of such nominal amount of such Securities for all purposes other than with respect to the payment of principal or interest on the Securities, for which purpose the bearer of the Global Security shall be treated by the Issuer and the Paying Agents as the holder of such Securities in accordance with and subject to the terms of the Global Security.

2 Status

(a) Status and Subordination of the Securities

The Securities constitute direct, unsecured, subordinated securities of the Issuer and rank, and will rank, pari passu without any preference among themselves and with the Parity Securities. The claims of the Holders under the Securities are subordinated to the claims of Senior Creditors of the Issuer, present and future.

(b) Condition to Payment

Payments in respect of the Securities are conditional upon the Mandatory Non-payment Condition not being met at the time of payment by the Issuer and no principal or Payments shall be payable in respect of the Securities except to the extent that the Mandatory Non-payment Condition is not met and the Issuer could make such payment without the Mandatory Non-payment Condition being met, or subject to such other conditions as specified in the Final Terms.

For the purposes of this Condition 2(b) any reference to a payment by the Issuer in respect of a Security shall be deemed to include a redemption or purchase of such Security by the Issuer.

(c) Payments payable in a winding-up and certain other circumstances

Amounts in respect of principal or Payments in respect of which the conditions referred to in Condition 2(b) are not satisfied on the date upon which the same would otherwise be due and payable and have since not been paid will be payable by the Issuer in a winding-up (*faillissement* or *vereffening na ontbinding*) of the Issuer as provided in Condition 3 ("**Winding-Up Claims**"). A Winding-Up Claim shall not bear interest. Amounts will also be payable on any redemption as provided in Condition 8(b), 8(c), 8(d), 8(e) or 8(f).

(d) Set-off

Subject to applicable law, no Holder may exercise or claim any right of set-off in respect of any amount owed to it by the Issuer arising under or in connection with the Securities and each

Holder shall, by virtue of being the Holder of any Security, be deemed to have waived all such rights of set-off.

3 Winding-up

(a) If at any time an order is made, or an effective resolution is passed, for the winding-up (*faillissement* or *vereffening na ontbinding*) of the Issuer (except in any such case a solvent winding-up solely for the purpose of a reconstruction or amalgamation or the substitution in place of the Issuer of a successor in business (as defined in the Trust Deed) of the Issuer, the terms of which reconstruction, amalgamation or substitution (a) have previously been approved in writing by the Trustee or by an Extraordinary Resolution (as defined in the Trust Deed) and (b) do not provide that the Securities shall thereby become payable), there shall be payable by the Issuer in respect of each Security (in lieu of any other payment by the Issuer) such amount, if any, as would have been payable to the Holder of such Security if, throughout such winding-up, such Holder were the holder of Preference Shares (or the most junior class thereof if more than one) in the capital of the Issuer ("**Notional Preference Shares**") having a preferential right to a return of assets in the winding-up over, and so rank ahead of, the holders of Ordinary Shares for the time being in the capital of the Issuer but ranking junior to the claims of Senior Creditors, on the assumption that the amount that such Holder was entitled to receive in respect of each Notional Preference Share on a return of assets in such winding-up were an amount equal to the Original Principal Amount of the relevant Security and any Outstanding Payments thereon, whether or not the conditions referred to in Condition 2(b) are satisfied on the date upon which the same would otherwise be due and payable, or such other amount as specified in the Final Terms.

(b) The Securities will rank on a winding-up (*faillissement* or *vereffening na ontbinding*) of the Issuer in priority to distributions on the Ordinary Shares of the Issuer and *pari passu* with each other and among themselves and with the Parity Securities, but junior to and thus be subordinated in right of payment to the Senior Creditors of the Issuer, present and future (as set out in more detail in Condition 3(a) above) or as otherwise set out in the Final Terms.

(c) In a winding-up (*faillissement* or *vereffening na ontbinding*) of the Issuer, Holders will only have a claim for payment in full or part of the Original Principal Amount and Outstanding Payments, if any, to the extent that distributable assets of the Issuer are sufficient to pay in full or part such Original Principal Amount and such Outstanding Payments.

4 Deferrals

The Issuer must make each Coupon Payment on the relevant Coupon Payment Date subject to and in accordance with these Terms and Conditions. Without prejudice to the generality of Condition 2, and subject to Condition 4(d), the Issuer must or may, as applicable, defer a Coupon Payment and any other Payment in the following circumstances:

(a) Mandatory Deferral of Payments

(i) If, on the 20th Business Day preceding the date on which any Payment (such term does not include principal) would, in the absence of deferral in accordance with this Condition 4(a)(i), be due and payable, the Mandatory Non-payment Condition is met, any such Payment or such part thereof must (subject to Condition 7) be deferred by the Issuer giving notice (a "**Mandatory Deferral Notice**") to the Trustee, the Holders, the Fiscal Agent and the Calculation Agent not less than 16 Business Days prior to such date.

(ii) If, following the deferral of a Payment by the Issuer under Condition 4(a)(i), the Mandatory Non-payment Condition is no longer met, then the Issuer may (i) satisfy such Payment under Condition 4(c), if applicable, or (ii) elect to defer such Payment under Condition 4(b).

(iii) Unless otherwise specified in the Final Terms, if any Payment is deferred pursuant to this Condition 4(a) then no amount will be payable by way of interest on any such deferred Payment, save as provided in Condition 7(d).

(b) Optional Deferral of Payments

(i) Subject to Condition 4(d), the Issuer may in respect of any Payment which would, in the absence of deferral in accordance with this Condition 4(b)(i), be due and payable, defer all or part of such Payment by giving notice (an "**Optional Deferral Notice**") to the Trustee, the Holders, the Fiscal Agent and the Calculation Agent not less than 16 Business days prior to the relevant due date.

(ii) Unless otherwise specified in the Final Terms, if any Payment is deferred pursuant to this Condition 4(b) then such deferred Payment shall bear interest at the applicable Coupon Rate from (and including) the date on which (but for such optional deferral) the Deferred Coupon Payment would otherwise have been due to be made to (but excluding) the relevant Deferred Coupon Satisfaction Date.

(iii) Subject to Condition 4(b)(iv), the Issuer may give an Optional Deferral Notice under this Condition 4(b) in its sole discretion and for any reason, but any such Optional Deferral Notice as to a Payment required to be paid pursuant to (i), (ii) or (iii) of Condition 4(d) below shall have no force or effect.

(iv) Notwithstanding the foregoing, if the Final Terms indicate that a Capital Disqualification Event is applicable to the Securities, then on any Coupon Payment Date with respect to which a Capital Disqualification Event has occurred and is continuing the Issuer shall be obliged to make the Coupon Payment on such Coupon Payment Date and may not exercise its discretion to defer a Coupon Payment, subject to Condition 2(b).

(c) Satisfaction of deferred Payments

If so specified in the Final Terms, the Issuer may, subject to the Regulator's prior consent, if required, satisfy any Payment deferred pursuant to and in accordance with Condition 4(a) or 4(b) at any time, but only by means of an issue of Payment Capital Securities in accordance with and subject to Condition 7, or as otherwise specified in the Final Terms, upon delivery of a notice to the Trustee, the Holders, the Fiscal Agent and the Calculation Agent not less than 16 Business Days prior to the relevant Deferred Coupon Satisfaction Date informing them of its election to so satisfy such Payment and specifying the manner in which it shall satisfy such Payment and the relevant Deferred Coupon Satisfaction Date.

(d) Dividend Pusher; Mandatory Payments and Mandatory Partial Payments

If so specified in the Final Terms and subject to such other provisions as set out therein, the Issuer will be required to make the following payments on the Securities in the following circumstances:

(i) If so specified in the Final Terms, if a Mandatory Payment Event or a Mandatory Partial Payment Event occurs then all Deferred Coupon Payments will become mandatorily due and payable in full on or within 60 days following the date of the Mandatory Payment Event or Mandatory Partial Payment Event, in accordance with and subject to the provisions of Condition 7.

The Issuer may satisfy its obligations to pay such Deferred Coupon Payment only in accordance with the Alternative Coupon Satisfaction Mechanism.

For the avoidance of doubt the Issuer will not be required to utilise the Alternative Coupon Satisfaction Mechanism in order to satisfy its obligation to pay any Coupon Payment or Mandatory Partial Payment payable on a Mandatory Payment date or a Mandatory Partial Payment date, respectively, if the date on which such Coupon Payment or Mandatory Partial Payment is payable happens to coincide with the date on which such Deferred Coupon Payment has become mandatorily due and payable in full (which will be the date of the Mandatory Payment Event or Mandatory Partial Payment Event, as the case may be).

(ii) Unless specified otherwise in the Final Terms, if, in the period specified in the Final Terms prior to a Coupon Payment Date, a Mandatory Payment Event occurs, then the Coupon Payments payable on the next number of Coupon Payment Dates as specified in the Final Terms (subject to the next sentence) will be mandatorily due and payable in full on the relevant consecutive Coupon Payment Dates following such event (subject to the occurrence or continuance of the Mandatory Non-payment Condition at the time such payment would otherwise have to be made, in which case such Coupon Payments shall not be due and payable). If the Mandatory Payment Event is a payment on a Junior Security or on a Junior Guarantee or on a security benefiting from a Junior Guarantee which in each case is in respect of a semi-annual dividend, then the Coupon Payments payable on only the next number of consecutive Coupon Payment Dates following such event as specified in the Final Terms will be mandatorily due and payable in full on such Coupon Payment Dates (subject to the occurrence or continuance of the Mandatory Non-payment Condition at the time such payment would otherwise have to be made, in which case such Coupon Payments shall not be due and payable). The Issuer is permitted, but shall not be required, to satisfy its obligation to make the Coupon Payment payable on such Coupon Payment Date in accordance with the Alternative Coupon Satisfaction Mechanism.

(iii) Unless specified otherwise in the Final Terms if, in the period specified in the Final Terms prior to a Coupon Payment Date, a Mandatory Partial Payment Event occurs, then Mandatory Partial Payments will be mandatorily due and payable in respect of each Security (subject to the occurrence or continuance of the Mandatory Non-payment Condition at the time such payment would otherwise have to be made, and provided that such Mandatory Partial Payment Event was not itself mandatorily required to be paid solely as a result of a dividend or other payment having been made on a Parity Security or a Parity Guarantee, as applicable, in which case such Mandatory Partial Payments shall not be due and payable). Such Mandatory Partial Payments shall be payable on the next number of consecutive Coupon Payment Dates following such event as specified in the Final Terms, depending on whether the Parity Securities pay dividends or income distributions on an annual basis, a semi-annual basis or a quarterly basis, as the case may be. The Issuer is permitted, but shall not be required, to satisfy its obligation to pay any

Mandatory Partial Payments in accordance with the Alternative Coupon Satisfaction Mechanism.

(e) Dividend Stopper

If so specified in the Final Terms and subject to such other or further provisions as set out therein, the Issuer agrees that if the Issuer defers a payment for any reason as described above then, while any payment is so deferred, it will not recommend to its shareholders and, to the fullest extent permitted by applicable law, will otherwise act to prevent, any action that would constitute a Mandatory Payment Event or a Mandatory Partial Payment Event.

5 Principal Loss Absorption and Write-up

If 'Principal Loss Absorption' is specified in the Final Terms to be applicable, this Condition 5 shall apply.

(a) Loss Absorption

(i) In the event that a Loss Absorption Event has occurred, the Issuer will:

(x) convert, exchange or substitute the Securities into or for Ordinary Shares;

(y) write down the principal amount of the Securities as set out below; or

(z) apply any other principal loss absorption mechanism that achieves an equivalent outcome to (x) or (y),

in each case as specified in the Final Terms (each a "**Loss Absorption**").

(ii) In the event of (y) above, the Issuer will write down the Current Principal Amount, *pari passu* and pro rata with tier 1 basic own funds items (or equivalent concepts as determined in accordance with Capital Adequacy Regulations by referral to the terminology used therein), by such amount as is necessary to remedy such Loss Absorption Event to the fullest extent possible, provided that the Current Principal Amount of any Security shall never be reduced to an amount lower than the lowest denomination of the Specified Currency.

(iii) The Issuer may apply a write-down on one or more occasions, as required.

(iv) In the event that there are outstanding Parity Securities of the Issuer, the terms of which contain a provision for write-down similar to that of the Securities, write-downs will be applied on a pro rata basis among the Securities and such Parity Securities.

(v) The Issuer must as soon as practicable notify the Holders, the Trustee and the Fiscal Agent of (x) the occurrence of any Loss Absorption Event and (y) any such Loss Absorption Event no longer continuing. The Issuer must also notify the Holders, the Trustee and the Fiscal Agent of any write-down as soon as possible and in any event at least 5 Business Days prior to its application. Any notices given pursuant to this paragraph may be combined if separate notices would have to be sent at or around the same time.

(b) Write-up

(i) If the Issuer may under the Capital Adequacy Regulations write the Current Principal Amount back up again it may or must (as specified in the Final Terms) do so, from future profits and on a *pari passu* basis with tier 1 basic own funds items (as determined in accordance with Capital Adequacy Regulations) or senior thereto, as specified in the Final Terms, and in any event in compliance with the Capital Adequacy Regulations, by an amount (or the maximum amount in case of a mandatory write-up) that (x) would not trigger the occurrence of another Loss Absorption Event and (y) meets the conditions that (1) a write-up shall not exceed the amount of the positive consolidated (or non-consolidated, if required under Capital Adequacy Regulations or otherwise) net income of the Issuer as set out in its latest audited consolidated (or non-consolidated, if required under Capital Adequacy Regulations or otherwise) annual financial statements and (2), for the avoidance of doubt, following a write-up, the Current Principal Amount may never be greater than the Original Principal Amount.

(ii) The Issuer may apply write-ups on one or more occasions, until the Current Principal Amount after write-up is equal to their Original Principal Amount (save in the event of occurrence of another Loss Absorption Event).

(iii) In the event that there are outstanding Parity Securities of the Issuer, the terms of which may also benefit from a write-up in accordance with their terms, a write-up will be applied on a pro rata basis among the Securities and such Parity Securities.

(iv) The Issuer must as soon as practicable notify the Holders, the Trustee and the Fiscal Agent if under the Capital Adequacy Regulations it is allowed to write the Current Principal Amount back up. The Issuer must notify the Holders, the Trustee and the Fiscal Agent of any write-up at least 5 Business Days prior to its application. Any notices given pursuant to this paragraph may be combined if separate notices would have to be sent at or around the same time.

(c) Accrual and Payments of interest during and after write-down

(i) As long as the Current Principal Amount is below the Original Principal Amount, no interest shall accrue on the Securities (unless specified otherwise in the Final Terms) and the Issuer will be prohibited from making Payments on the Securities, provided that if a Capital Disqualification Event has occurred and is continuing on a Coupon Payment Date, the Coupon Payment for such Coupon Payment Date will (subject to the other provisions of these Conditions) be mandatorily due and payable in full, interest accruing, for the avoidance of doubt, on the Original Principal Amount of the Securities. However, if interest accrues on the Securities during a write-down, as specified in the Final Terms, such interest may, subject to the Regulator's consent if required, be paid in accordance with and subject to Condition 7.

(ii) Once the Current Principal Amount has been written back up in full to the Original Principal Amount, the Coupon Payment for the next Coupon Payment Date will (subject to the other provisions of these Conditions) be mandatorily due and payable in full.

6 Coupon Payments

(a) Interest on Fixed Rate Securities

Subject to Conditions 2(b), 4(a), 4(b), 5, 7(d) and 7(f), each Fixed Rate Security bears interest on its outstanding nominal amount from the Coupon Commencement Date at the rate per annum (expressed as a percentage) equal to the Coupon Rate, such interest being payable in arrear on each Coupon Payment Date. If a Fixed Coupon Amount or a Broken Amount is specified hereon, the amount of interest payable on each Coupon Payment Date will amount to the Fixed Coupon Amount or, if applicable, the Broken Amount so specified and in the case of the Broken Amount will be payable on the particular Coupon Payment Date(s) specified hereon. The amount of interest payable shall be determined in accordance with Condition 6(e).

(b) Interest on Floating Rate Securities

(i) *Coupon Payment Dates*: Subject to Conditions 2(b), 4(a), 4(b), 5, 7(d) and 7(f), each Floating Rate Security bears interest on its outstanding nominal amount from the Coupon Commencement Date at the rate per annum (expressed as a percentage) equal to the Coupon Rate, such interest being payable in arrear on each Coupon Payment Date. The amount of interest payable shall be determined in accordance with Condition 6(e). Such Coupon Payment Date(s) is/are either shown hereon as Specified Coupon Payment Dates or, if no Specified Coupon Payment Date(s) is/are shown hereon, Coupon Payment Date shall mean each date which falls the number of months or other period shown hereon as the Coupon Period after the preceding Coupon Payment Date or, in the case of the first Coupon Payment Date, after the Coupon Commencement Date.

(ii) *Business Day Convention:* If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(iii) *Coupon Rate for Floating Rate Securities:* The Coupon Rate in respect of Floating Rate Securities for each Coupon Accrual Period shall be determined in the manner specified hereon and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified hereon.

(A) ISDA Determination for Floating Rate Securities

Where ISDA Determination is specified hereon as the manner in which the Coupon Rate is to be determined, the Coupon Rate for each Coupon Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For

the purposes of this sub-paragraph (A), "ISDA Rate" for a Coupon Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(x) the Floating Rate Option is as specified hereon

(y) the Designated Maturity is a period specified hereon and

(z) the relevant Reset Date is the first day of that Coupon Accrual Period unless otherwise specified hereon.

For the purposes of this sub-paragraph (A), "**Floating Rate**", "**Calculation Agent**", "**Floating Rate Option**", "**Designated Maturity**", "**Reset Date**" and "**Swap Transaction**" have the meanings given to those terms in the ISDA Definitions.

(B) Screen Rate Determination for Floating Rate Securities

(x) Where Screen Rate Determination is specified hereon as the manner in which the Coupon Rate is to be determined, the Coupon Rate for each Coupon Accrual Period will, subject as provided below, be either:

(1) the offered quotation; or

(2) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at either 11.00 a.m. (London time in the case of LIBOR or Brussels time in the case of EURIBOR) on the Coupon Determination Date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

If the Reference Rate from time to time in respect of Floating Rate Securities is specified hereon as being other than LIBOR or EURIBOR, the Coupon Rate in respect of such Securities will be determined as provided hereon.

(y) if the Relevant Screen Page is not available or, if sub-paragraph (B)(x)(1) applies and no such offered quotation appears on the Relevant Screen Page, or, if sub-paragraph (B)(x)(2) applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at the time specified above, subject as provided below, the Calculation Agent shall request, if the Reference Rate is LIBOR, the principal London office of each of the Reference Banks or, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks, to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time), or if

the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) on the Coupon Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Coupon Rate for such Coupon Accrual Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and

(z) if paragraph (y) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Coupon Rate shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) on the relevant Coupon Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), on the relevant Coupon Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Trustee and the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, provided that, if the Coupon Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the Coupon Rate shall be determined as at the last preceding Coupon Determination Date (though substituting, where a different Margin or Maximum or Minimum Coupon Rate is to be applied to the relevant Coupon Accrual Period from that which applied to the last preceding Coupon Accrual Period, the Margin or Maximum or Minimum Coupon Rate relating to the relevant Coupon Accrual Period, in place of the Margin or Maximum or Minimum Coupon Rate relating to that last preceding Coupon Accrual Period).

(c) Accrual of interest

Interest shall cease to accrue on each Security on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the Coupon Rate in the manner provided in this Condition 6 and as provided in the Trust Deed.

(d) Margin, Maximum/Minimum Coupon Rates, Redemption Amounts and Rounding

(i) If any Margin is specified hereon (either (x) generally, or (y) in relation to one or more Coupon Accrual Periods), an adjustment shall be made to all Coupon Rates, in the case of (x), or the Coupon Rates for the specified Coupon Accrual Periods, in the case of (y), calculated in accordance with (b) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin subject always to the next paragraph.

(ii) If any Maximum or Minimum Coupon Rate or Redemption Amount is specified hereon, then any Coupon Rate or Redemption Amount shall be subject to such maximum or minimum, as the case may be.

(iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes "**unit**" means the lowest amount of such currency that is available as legal tender in the country or countries of such currency.

(e) Calculations

The amount of interest payable per Calculation Amount in respect of any Security for any Coupon Accrual Period shall be equal to the product of the Coupon Rate, the Calculation Amount specified hereon, and the Day Count Fraction for such Coupon Accrual Period, unless a Coupon Amount (or a formula for its calculation) is applicable to such Coupon Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Security for such Coupon Accrual Period shall equal such Coupon Amount (or be calculated in accordance with such formula). Where any Coupon Period comprises two or more Coupon Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Coupon Period shall be the sum of the Coupon Amounts payable in respect of each of those Coupon Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.

If interest is required to be calculated in respect of a Coupon Accrual Period where the Current Principal Amount of a Security is less than its Original Principal Amount for a portion thereof, and interest accrued during the write-down in accordance with Condition 5(c), it shall be calculated by the Calculation Agent by applying the Coupon Rate to the Current Principal Amount of such Security and multiplying such product by the Day Count Fraction for each relevant portion of the Coupon Accrual Period (and, for the avoidance of doubt, the relevant Determination Period shall be proportioned accordingly), adding the results for all such portions and rounding the resulting figure, if necessary, to the nearest cent (half a cent being rounded upwards).

(f) Determination and Publication of Coupon Rates, Coupon Amounts, Final Redemption Amounts, Early Redemption Amounts and Optional Redemption Amounts

The Calculation Agent shall, as soon as practicable on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Coupon Amounts for the relevant Coupon Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Coupon Rate and the Coupon Amounts for each Coupon Accrual Period and the relevant Coupon Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount to be notified to the Trustee, the Fiscal Agent, the Issuer, each of the Paying Agents, the holders of the Securities, any other Calculation Agent appointed in respect of the Securities that is to make a further calculation upon receipt of such information and, if the Securities are listed on a stock exchange and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination but in no event later than (i) the commencement of the relevant Coupon Period, if determined prior to such time, in the case of notification to such exchange of a Coupon Rate and Coupon Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Coupon Payment Date or Coupon Period Date is subject to adjustment pursuant to Condition 6(b)(ii), the Coupon Amounts and the Coupon Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Coupon Period. If the Securities become due and payable under Condition 10, the accrued interest and the Coupon Rate payable in respect of the Securities shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Coupon Rate or the Coupon Amount so calculated need be made. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

(g) Determination or Calculation by Trustee

If the Calculation Agent does not at any time for any reason (i) determine the Coupon Rate in accordance with these Conditions or (ii) calculate a Coupon Amount in accordance with these Conditions, the Trustee or an agent on its behalf shall do so and such determination or calculation shall be deemed to have been made by the Calculation Agent. In doing so, the Trustee or such agent shall apply the foregoing provisions of this Condition, with any necessary consequential amendments, to the extent that, in its opinion, it or such agent can do so, and in all other respects it or such agent shall do so in such manner as it shall deem fair and reasonable in all the circumstances. All determinations or calculations made or obtained for the purposes of the provisions of this Condition 6(g) by or on behalf of the Trustee, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Calculation Agent, the Paying Agents and all Holders and (in the absence of wilful default or bad faith) no liability to the Issuer or the Holders shall attach to the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(h) Calculation Agent

The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them hereon and for so long as any Security is outstanding (as defined in the Trust Deed). Where more than one Calculation Agent is appointed in respect of the Securities,

references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Coupon Rate for a Coupon Period or Coupon Accrual Period or to calculate any Coupon Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or financial institution engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

7 Alternative Coupon Satisfaction Mechanism

If "ACSM" is specified hereon, this Condition 7 shall apply, subject to such further provisions or amendments as may be set out in the Final Terms:

(a) Alternative Coupon Satisfaction Mechanism

If any Deferred Coupon Payment (with any interest accrued on such Deferred Coupon Payment, as applicable) is made (which shall be subject to the Regulator's consent, if required), it will be satisfied using only the Alternative Coupon Satisfaction Mechanism.

In addition, the Issuer may elect (subject to the Regulator's consent, if required) at any time to satisfy its obligation to make any Payment (other than Deferred Coupon Payments and a payment of principal) to Holders by using the Alternative Coupon Satisfaction Mechanism. "**Alternative Coupon Satisfaction Mechanism**" means that the relevant payment is satisfied from the proceeds of the issue of such amount of Payment Capital Securities for cash as required to provide enough cash for the Issuer to make full payments on the Securities in respect of the relevant Payment or that the relevant payment is made to the Holders in kind by the issue to the Holders of Payment Capital Securities with a market value at least equal to the relevant Payment, in each case in accordance with and subject to the following provisions of this Condition 7.

If the Issuer uses the Alternative Coupon Satisfaction Mechanism, the Issuer shall notify the Trustee and the Fiscal Agent not less than 16 Business Days prior to the relevant Coupon Payment Date.

(b) Issue of Payment Capital Securities

If any Payment is to be satisfied in accordance with the Alternative Coupon Satisfaction Mechanism then, subject to Conditions 7(d) and 7(f):

(i) by close of business on or before the seventh Business Day prior to the relevant Coupon Payment Date or Deferred Coupon Satisfaction Date the Issuer will issue such number of Payment Capital Securities as, in the determination of the Issuer, have a market value of not less than the relevant Payment to be satisfied in accordance with this Condition 7;

(ii) if, after the operation of the above procedure, there would in the opinion of the Issuer be a shortfall on the date on which the relevant Payment is due, the Issuer shall issue further Payment Capital Securities in accordance with the provisions of the Trust Deed to ensure

that a sum at least equal to the relevant Payment is available to make the Payment in full on the relevant due date provided that if, despite the operation of the aforementioned provisions, such a shortfall exists on the relevant due date the Issuer will in accordance with the provisions of the Trust Deed continue to issue Payment Capital Securities until the Fiscal Agent shall have received funds equal to the full amount of such shortfall.

If any Payment is to be made through the issue of Payment Capital Securities to Holders under this Condition 7 then, in lieu of a payment in cash and subject to Conditions 7(d) and 7(f), the Issuer may issue Payment Capital Securities in a number and with terms as determined by the Calculation Agent in accordance with this Condition 7. The Calculation Agent shall allocate to each Holder that number of Payment Capital Securities which is necessary to cover that Holder's claim in respect of the relevant Payment to be satisfied as aforesaid. The record date for the determination of the number of Payment Capital Securities to be allocated to each Holder shall be the relevant Coupon Payment Date or Deferred Coupon Satisfaction Date. For this purpose, the value of each Payment Capital Security is to be determined by its market value. If the allocation of Payment Capital Securities to a Holder leads to any relevant Payment on the Coupon Payment Date or Deferred Coupon Satisfaction Date being left uncovered, then the Holder will be entitled to receipt of further Payment Capital Securities with a market value equal to such uncovered payment. The Holder may collect its Payment Capital Security allocation by presentation and annotation of its Security at the office of the Fiscal Agent.

The market value of the Payment Capital Securities shall be determined by the Calculation Agent as follows:

(A) it shall (four Business Days prior to the record date) request three international investment banks of repute which are active in the international fixed income markets to provide (by the second Business Day prior to the record date) a bid price for a representative amount of Payment Capital Securities;

(B) if two or three bid prices are received, it shall calculate the arithmetic mean of the bid prices, which shall be the market value for the Payment Capital Securities;

(C) if one bid price is received, that bid price shall be the market value for the Payment Capital Securities; and

(D) if no bid prices are received, the market value for the Payment Capital Securities shall be the price determined by the Calculation Agent in its discretion acting reasonably.

(c) Receipt of cash proceeds in respect of Issue of Payment Capital Securities satisfies Payment

Where the Issuer either elects or is required to make a Payment hereunder by using the proceeds of an issue of Payment Capital Securities and in accordance with its obligations under the Trust Deed issues such Payment Capital Securities, the cash proceeds of such issue by the Issuer shall, subject to Condition 7(b)(ii) and 7(d), be used to satisfy the relevant Payment or, as the case may be, in the circumstances referred to in (d) below, the relevant part of such Payment. The proceeds of sale of Payment Capital Securities in accordance with this Condition 7 shall be paid by the Fiscal Agent to the Holders in respect of the relevant Payment. Where the Issuer either elects or is required to make a Payment hereunder by an issue of Payment Capital Securities to Holders and

in accordance with its obligations under the Trust Deed issues such Payment Capital Securities to Holders, such issue shall satisfy the relevant Payment.

(d) Market Disruption

Notwithstanding the provisions of Condition 7(b), if there exists, in the opinion of the Issuer (subject, where necessary, to determinations made by the Calculation Agent), a Market Disruption Event on or after the 15th Business Day preceding any date upon which a Payment is due to be made or satisfied in accordance with this Condition 7, then the Issuer may give a notice to the Trustee, the Holders, the Fiscal Agent and the Calculation Agent and as soon as possible after the Market Disruption Event has arisen or occurred, whereupon the relevant Payment shall be deferred until such time as (in the opinion of the Issuer) the Market Disruption Event no longer exists.

Any such deferred Payment or part thereof will be satisfied as soon as practicable following such time as the Market Disruption Event no longer exists. Interest shall not accrue on such deferred Payment or part thereof unless, as a consequence of the existence of a Market Disruption Event, the Issuer does not make the relevant Payment or part thereof for a period of 14 days or more after the due date therefor, in which case interest shall accrue on such deferred Payment or part thereof from (and including) the date on which the relevant Payment or part thereof was due to be made to (but excluding) the date on which such Payment or part thereof is made. Any such interest shall accrue at the rate provided for in Condition 5 and shall be satisfied only in accordance with this Condition 7 and as soon as reasonably practicable after the relevant deferred Payment is made.

(e) Issuer certification to Trustee

The Issuer will certify to the Trustee that the proceeds used to make any Deferred Coupon Payment have been funded through the issue of Payment Capital Securities which will provide the cash amount due in respect of the Deferred Coupon Payment.

(f) Limitations in connection with Alternative Coupon Satisfaction Mechanism

The Issuer may for the purposes of satisfying any Deferred Coupon Payment in accordance with the Alternative Coupon Satisfaction Mechanism place only such number of Payment Capital Securities in any 12 month period as (a) in the case of Ordinary Shares, does not exceed such percentage of the issued Ordinary Share capital of the Issuer as set out in the Final Terms at the relevant date or (b) in the case of Non-callable Securities, have an aggregate issue price not exceeding such percentage as set out in the Final Terms of the value of the Shareholders' Equity as per the Issuer's latest audited consolidated financial statements. The Issuer is required to keep available for issue sufficient Ordinary Shares and have all required approvals and authorisations in place for the issue of sufficient securities which qualify as Payment Capital Securities as it reasonably considers would be necessary for the purposes of these Conditions. For the avoidance of doubt, any Deferred Coupon Payments not satisfied shall not be cancelled but remain outstanding and become due and payable at redemption or in a winding-up (*faillissement* or *vereffening na ontbinding*) of the Issuer.

(g) Alternative Coupon Satisfaction Mechanism Period

If the Issuer settles any Deferred Coupon Payment, it must in all circumstances do so only by way of the Alternative Coupon Satisfaction Mechanism. If this Condition 7(g) is specified in the Final Terms to be applicable, the Issuer shall use its best efforts, to the extent permitted by applicable law or regulations, to satisfy any Deferred Coupon Payment within a period of five years (the "**Alternative Coupon Satisfaction Mechanism Period**") following the relevant Deferred Coupon Satisfaction Date, by way of the Alternative Coupon Satisfaction Mechanism as described in and subject to the provisions of this Condition 7. If at the end of any Alternative Coupon Satisfaction Mechanism Period in respect of any Deferred Coupon Payment the Issuer has been unable to satisfy such Deferred Coupon Payment in full by way of the Alternative Coupon Satisfaction Mechanism, the obligations of the Issuer to satisfy such Deferred Coupon Payment or part thereof will subject to applicable law and/or regulations (including but not limited to Capital Adequacy Regulations), continue to exist, subject to Conditions 2 and 3.

8 Redemption, Conversion, Exchange, Substitution, Variation and Purchases

(a) Final Redemption

The Securities are dated or undated instruments, as specified in the Final Terms.

Unless previously redeemed, purchased and cancelled as provided below, each dated Security shall be finally redeemed on the Maturity Date specified hereon at its Final Redemption Amount (which, unless otherwise provided, is its nominal amount) together with any Outstanding Payments.

The undated Securities are perpetual securities in respect of which there is no fixed redemption date and the Issuer shall (subject to the provisions of Conditions 2 and 3 and without prejudice to the provisions of Condition 12) only have the right to repay them in accordance with the following provisions of this Condition 8, provided that any Deferred Coupon Payment shall be satisfied from the proceeds of the issue of Payment Capital Securities in accordance with Condition 7.

(b) Issuer's Call Option

Subject to Condition 2(b) and the Regulator's prior consent, if required, the Issuer may, by giving not less than 30 nor more than 60 days' notice to the Holders in accordance with Condition 15 and to the Fiscal Agent and the Trustee, which notice shall be irrevocable, elect to redeem all, but not some only, of the Securities on the Optional Redemption Date specified in the Final Terms or any Coupon Payment Date thereafter at the Optional Redemption Amount specified in the Final Terms together with any Outstanding Payments.

(c) Redemption for Taxation Reasons

If the Issuer satisfies the Trustee immediately prior to the giving of the notice referred to below that, on the next due date for a Coupon Payment:

(i) as a result of any change in or proposed change in, or amendment to or proposed amendment to, the laws of the Netherlands or any political subdivision or authority thereof having power to tax, or any change in or proposed change in the application of official or

generally published interpretation of such laws, or any interpretation or pronouncement by any relevant tax authority that provides for a position with respect to such law or regulations that differs from the previously generally accepted position in relation to similar transactions or which differs from any specific written confirmation given by a tax authority in respect of the Securities, which change or amendment becomes, or would become, effective, or in the case of a change or proposed change in law if such change is enacted (or, in the case of a proposed change, is expected to be enacted) by an act (*wet*) or made by subordinate legislation on or after the Issue Date of the relevant Securities (a "**Tax Law Change**"), or other than as a result of a Tax Law Change, there is more than an insubstantial risk that the Issuer will not obtain full or substantially full relief for the purposes of Dutch corporation tax for any payment of interest including, for the avoidance of doubt, where the payment of interest is to be satisfied by the proceeds of the issue of Payment Capital Securities, and the Issuer cannot avoid the foregoing in connection with the Securities by taking measures reasonably available to it, or

(ii) whether or not as a result of a Tax Law Change (as defined above), the Issuer would be unable to make such payment without being required to pay additional amounts as provided or referred to in Condition 11 and the Issuer cannot avoid the foregoing in connection with the Securities by taking measures reasonably available to it; or

(iii) whether or not as a result of a Tax Law Change, payments of amounts in respect of interest on the Securities including, for the avoidance of doubt, the issue of Payment Capital Securities pursuant to Condition 7, may be treated as "distributions" within the meaning of Section II of the Dividend Withholding Tax Act 1965 (*Wet op de dividendbelasting 1965*) (or such other Section and/or Act as may from time to time supersede or replace Section II of the Dividend Withholding Tax Act 1965 for the purposes of such definition) and such requirement or circumstance cannot be avoided by the Issuer taking measures reasonably available to it,

then the Issuer may (subject to Condition 2(b) and the Regulator's prior consent, if required), having given not less than 30 nor more than 60 days' notice to the Trustee, the Fiscal Agent and, in accordance with Condition 16, the Holders (which notice shall be irrevocable), redeem, in accordance with these Terms and Conditions, at such time or on such date or dates as specified in the Final Terms all, but not some only, of the Securities at the Early Redemption Amount (Tax) specified in the Final Terms together with any Outstanding Payments.

Prior to the publication of any notice of redemption pursuant to this Condition 8(c), the Issuer shall deliver to the Trustee a certificate signed by one or more members of the Executive Board of the Issuer stating that the relevant requirement or circumstance referred to in paragraphs (i), (ii) or (iii) above is satisfied and the Trustee shall accept such certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Holders.

(d) Redemption, Conversion, Exchange, Substitution or Variation for Regulatory Reasons

If a Capital Disqualification Event has occurred, then the Issuer may (subject to Condition 2(b) and the Regulator's prior consent, if required), having given not less than 30 nor more than 60

days' notice to the Trustee, the Fiscal Agent and, in accordance with Condition 16, the Holders (which notice shall be irrevocable)

(i) redeem, in accordance with these Terms and Conditions, at such time or on such date or dates as specified in the Final Terms all, but not some only, of the Securities at the Early Redemption Amount (Regulatory) specified in the Final Terms together with any Outstanding Payments; or

(ii) subject to compliance with applicable regulatory requirements, convert, exchange or substitute the Securities in whole (but not in part) into or for preference shares or another series of capital securities of the Issuer, or vary the terms of the Securities so that they become capable of counting for the purposes of determination of the solvency margin, capital adequacy ratios or comparable margins or ratios under the Capital Adequacy Regulations, or, where this is subdivided in tiers, tier 1 basic own funds, or any such other category as specified in the Final Terms that, in the opinion of the Trustee, have materially the same terms as the Securities which terms are no less favourable to an investor than the terms of the Securities then prevailing, except that such preference shares or capital securities may have a non-cumulative character and that such capital securities may, but need not, have an Alternative Coupon Satisfaction Mechanism. Any conversion of the Securities into preference shares or another series of capital securities under this paragraph (d)(ii) shall be made on not less than 30 nor more than 60 days' notice to the Holders. The Issuer is permitted to satisfy its obligation to pay any Deferred Coupon Payment due upon conversion only in accordance with the Alternative Coupon Satisfaction Mechanism.

Prior to the publication of any notice of redemption pursuant to this Condition 8(d), the Issuer shall deliver to the Trustee a certificate signed by one or more members of the Executive Board of the Issuer stating that a Capital Disqualification Event has occurred and is continuing as at the date of the certificate.

(e) Redemption, Conversion, Exchange, Substitution or Variation for Accounting Reasons

If this Condition 8(e) (Accounting Call) is specified in the Final Terms to be applicable, if, as a result of a change of accounting standards or as a result of a change in interpretation of accounting standards, the Securities are no longer classified as originally accorded under accounting standards applicable to the Issuer from time to time, the Issuer may (subject to Condition 2(b) and the prior consent of the Regulator if required), having given not less than 30 nor more than 60 days' notice to the Trustee, the Fiscal Agent and, in accordance with Condition 16, the Holders (which notice shall be irrevocable), redeem, in accordance with these Terms and Conditions, at such time or on such date or dates as specified in the Final Terms all, but not some only, of the Securities at the Early Redemption Amount (Accounting) specified in the Final Terms together with any Outstanding Payments, or convert, exchange or substitute the Securities in whole (but not in part) into or for preference shares or another series of capital securities of the Issuer that classify, or vary the terms of the Securities so that they become capable of qualifying, as equity or equity instrument under accounting standards applicable to the Issuer from time to time.

(f) Redemption, Conversion, Exchange, Substitution or Variation for Rating Reasons

If this Condition 8(f) (Rating Call) is specified in the Final Terms to be applicable, if after the Rating Methodology Event Commencement Date specified as such in the Final Terms the Issuer, having given not less than 30 nor more than 60 days' notice to the Trustee, the Fiscal Agent and, in accordance with Condition 16, the Holders, determines that a Rating Methodology Event has occurred with respect to any Security, the Issuer may, on any Coupon Payment Date, redeem all, but not some only, of the Securities at the Early Redemption Amount (Rating) specified in the Final Terms together with Outstanding Payments, or convert, exchange or substitute the Securities in whole (but not in part) into or for preference shares or another series of capital securities of the Issuer that classify, or vary the terms of the Securities so that they become capable of qualifying, for the same equity content previously assigned by such Rating Agency to the Securities (subject to Condition 2(b) and the prior consent of the Regulator if required), and such provisions shall apply *mutatis mutandis* with respect to such Rating Methodology Event.

For the purposes of this Condition 8(f):

"**Rating Methodology Event**" will be deemed to occur upon a change in the methodology of a Rating Agency (or in the interpretation of such methodology) as a result of which the equity content previously assigned by such Rating Agency to the Securities is, in the reasonable opinion of the Issuer, materially reduced when compared to the equity content assigned by such Rating Agency at the Issue Date.

"**Rating Agency**" means Standard & Poor's Rating Services or any other rating agency that has assigned a rating to Securities at the Issue Date of any such Securities or any successor.

(g) Alteration of Terms

Upon the occurrence of a Regulatory Event, (i) Condition 4(b)(iv) will no longer apply to the Securities and (ii) Condition 4(d) will no longer apply to the Securities to the extent such Condition refers to Mandatory Partial Payments and Mandatory Partial Payment Events. The Securities thus altered will be referred to as the "**Altered Capital Securities**" so to reflect that for International Financial Reporting Standards ("**IFRS**") purposes they are classified as equity applying the current IFRS standards. After the alteration date the Issuer will be allowed to defer Coupon Payments on the Altered Capital Securities, subject to the suspension of payments on the Issuer's Ordinary Shares and/or other instruments which are classified as equity for IFRS purposes. Subject to the above, following a Regulatory Event the Altered Capital Securities will remain outstanding on the Conditions applicable to the Securities as of the alteration date.

(h) Purchases

The Issuer may (subject to Condition 2(b) and the prior consent of the Regulator if required) at any time purchase Securities in any manner and at any price. Securities purchased by the Issuer may be held, reissued, resold or, at the option of the Issuer, be cancelled by decreasing the number of Securities represented by the Global Security by an equal number.

(i) Cancellation

Cancellation of any Securities will be effected by reduction in the principal amount of the Global Securities and such cancelled Securities may not be reissued or resold. The obligations of the Issuer in respect of any such Securities shall be discharged.

(j) Conditions to Redemption, Conversion, Exchange, Substitution, Variation or Purchase of Securities

So long as the Issuer is subject to Capital Adequacy Regulations, any redemption, conversion, exchange, substitution, variation or purchase pursuant to this Condition 8 is (i) subject to prior consent from the Regulator, if required, (ii) subject to Condition 2 and the Issuer (both at the time of, and immediately after, the redemption, conversion, exchange, substitution, variation or purchase) being in compliance with the Capital Adequacy Regulations applicable to the Securities (and a certificate from one or more members of the Executive Board of the Issuer confirming such compliance shall be conclusive evidence of such compliance) and, except in the case of redemption under Condition 8(a), (iii) conditional on any Deferred Coupon Payments and interest accrued (if any) being satisfied in full on or prior to the date hereof (but in the case of Deferred Coupon Payments only if the Final Terms specify that these will be satisfied, and if the Regulator consents thereto) and (iv) subject to such other or additional conditions as may be specified in the Final Terms.

(k) Replacement

If so specified in the Final Terms, and subject to any other or further conditions or provisions set out therein, if the Issuer redeems Securities in whole (but not in part) for any reason described above in accordance with Condition 8, it will replace the Securities with an own fund instrument of the same or higher quality capital, in accordance with or as prescribed by the Capital Adequacy Regulations.

9 Payments

(a) Method of Payment

(i) Payments of principal and Coupon Amounts and all other payments on or in respect of the Securities will be in the applicable currency and will be calculated by the Calculation Agent and effected through the Paying Agents.

(ii) Payments of redemption amounts and interest in respect of the Securities will, subject as set out below, be made against presentation for endorsement and, if no further payment falls to be made in respect of the Securities, surrender of the Global Security to the order of the Paying Agent. A record of each payment will be endorsed on the appropriate part of the schedule to the Global Security by or on behalf of the Paying Agent, which endorsement shall be *prima facie* evidence that such payment has been made in respect of the Securities.

(iii) The names of the initial Paying Agents and their initial specified offices are set out below. The Issuer reserves the right, subject to the prior written approval of the Trustee at any time to vary or terminate the appointment of any Paying Agent and to appoint additional or other Paying Agents, provided that it will at all times maintain (x) a Paying Agent having a specified office in the Netherlands, (y) for so long as the Securities are listed on NYSE

Euronext in Amsterdam, or any other stock exchange or regulated securities market and the rules of such exchange or securities market so require, a Paying Agent having a specified office in such location as the rules of such exchange or securities market may require and (z) a Paying Agent in a Member State of the European Union that will not be obliged to withhold or deduct tax pursuant to the European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive. Notice of any such termination or appointment and of any change in the specified offices of the Paying Agents will be given to the Holders in accordance with Condition 16.

(b) Payments subject to laws

All payments made in accordance with these Terms and Conditions will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 11.

(c) Payments on Payment Business Days

A Global Security may only be presented for payment on a day (other than a Saturday or a Sunday) on which (i) commercial banks are open for general business in Amsterdam and, if different, in the place of the specified office of the relevant Paying Agent to whom such Global Security is presented for payment and in any Additional Financial Centre specified in the Final Terms and (ii) the TARGET System is operating.

No further interest or other payment will be made as a consequence of the day on which a Global Security may be presented for payment under this paragraph falling after the due date.

10 Non-Payment when Due

Notwithstanding any of the provisions below in this Condition 10, the right to institute bankruptcy proceedings is limited to circumstances where payment has become due. Pursuant to Condition 2(b) and subject as provided in the next sentence, no principal or Payment will be due by the Issuer if the Issuer is not Solvent or would not be Solvent, or if the Issuer is subject to a Regulatory Event or would be subject to a Regulatory Event, if payment of such principal or Payment was made. Also, in the case of any Payment, such Payment will not be due if the Issuer is required or has elected to defer that Payment pursuant to Condition 4(a) or 4(b) or if the circumstances referred to in Condition 7(d) or 7(f) then apply. The Trust Deed contains provisions entitling the Trustee to claim from the Issuer, inter alia, the fees, expenses and liabilities incurred by it in carrying out its duties under the Trust Deed. The restrictions on commencing proceedings described below will not apply to any such claim.

(a) If the Issuer shall not make a payment in respect of the Securities for a period of 14 days or more after the date on which such payment is due, the Issuer shall be deemed to be in default under the Trust Deed and the Securities, and the Trustee may, notwithstanding the provisions of paragraph (b) of this Condition 10, institute proceedings in its own name but on behalf of the Holders in the Netherlands (but not elsewhere) for the bankruptcy (*faillissement*) of the Issuer.

(b) Subject as provided in this Condition 10, the Trustee may at its discretion and without further notice institute such proceedings against the Issuer as it may think fit to enforce any term or

condition binding on the Issuer under the Trust Deed, the Securities (other than for the payment of any principal or satisfaction of any Payments in respect of the Securities, including any payment under clause 2.6 of the Trust Deed) provided that the Issuer shall not by virtue of the institution of any such proceedings be obliged to pay any sum or sums, in cash or otherwise, sooner than the same would otherwise have been payable by it.

(c) The Trustee shall not be bound to take any of the actions referred to in paragraph (a) or (b) above against the Issuer to enforce the terms of the Trust Deed or the Securities unless (i) it shall have been so requested by an Extraordinary Resolution (as defined in the Trust Deed) or in writing by the holders of at least one-fifth in principal amount of the Securities then outstanding and (ii) it shall have been indemnified to its satisfaction.

(d) No Holder shall be entitled to proceed directly against the Issuer or to institute proceedings for the bankruptcy (*faillissement*) of the Issuer or to prove (*indienen ter verificatie*) in such bankruptcy unless the Trustee, having become so bound to proceed or being able to prove in such bankruptcy, fails to do so within a reasonable period and such failure shall be continuing, in which case the Holder shall have only such rights against the Issuer as those which the Trustee is entitled to exercise. No remedy against the Issuer shall be available to the Trustee or any Holder (i) for the recovery of amounts owing in respect of the Securities (including any payment under clause 2.6 of the Trust Deed), other than the institution of proceedings in the Netherlands (but not elsewhere) for the bankruptcy (*faillissement*) of the Issuer and/or proving (*indienen ter verificatie*) in such bankruptcy (*faillissement*) and (ii) for the breach of any other term under the Trust Deed or the Securities other than as provided in paragraph (b) above.

11 Taxation

All payments by the Issuer of principal, Coupon Amounts, Deferred Coupon Payments, Mandatory Partial Payments, Accrued Coupon Payments and Winding-Up Claims in respect of the Securities will be made without withholding of or deduction for any present or future taxes, duties, assessments or governmental charges of whatsoever nature imposed or levied by the Netherlands or any political subdivision thereof or by any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event the Issuer will pay such additional amounts as may be necessary in order that the net amounts receivable by Holders after such withholding or deduction shall equal the respective amounts of principal and interest which would have been receivable in respect of the Securities in the absence of such withholding or deduction, except that no such additional amounts shall be payable in relation to any payment with respect to any Security:

(i) to, or to a third party on behalf of, a Holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Security by reason of his having some connection with the Netherlands other than the mere holding of such Security; or

(ii) to, or to a third party on behalf of, a Holder if such withholding or deduction may be avoided by complying with any statutory requirement or by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority; or

(iii) to, or to a third party on behalf of, a Holder that is a partnership or a Holder that is not the sole beneficial owner of the Security or which holds the Security in a fiduciary capacity, to the extent that any of the members of the partnership, the beneficial owner or the settlor or beneficiary with

respect to the fiduciary would not have been entitled to the payment of an additional amount had each of the members of the partnership, the beneficial owner, settlor or beneficiary (as the case may be) received directly his beneficial or distributive share of the payment; or

(iv) presented for payment more than 30 days after the Relevant Date except to the extent that the Holder would have been entitled to such additional amounts on presenting the same for payment on the last day of such period of 30 days; or

(v) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or

(vi) presented for payment by or on behalf of a Holder who would have been able to avoid such withholding or deduction by claiming for payment with another Paying Agent in a Member State of the European Union.

References in these Terms and Conditions to principal, Coupon Amounts, Deferred Coupon Payments, Mandatory Partial Payments and/or Accrued Coupon Payments shall be deemed to include any additional amounts which may become payable pursuant to the foregoing provisions or any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed.

In the event that any payment is satisfied by using the proceeds of an issue of Payment Capital Securities pursuant to Condition 7, then any additional amounts which are payable shall also be satisfied through the issue of Payment Capital Securities.

12 Prescription

Claims for payment in relation to Securities will become void unless exercised within a period of five years from the due date thereof.

13 Meetings of Holders, Modification, Waiver and Substitution

The Trust Deed contains provisions for convening meetings of Holders to consider any matter affecting their interests including the modification by Extraordinary Resolution of any of these Terms and Conditions or any of the provisions of the Securities or the Trust Deed. Any Extraordinary Resolution duly passed shall be binding on all Holders (whether or not they were present at the meeting at which such resolution was passed).

The Trustee may agree, without the consent of the Holders, to (i) any modification of any of the provisions of the Trust Deed that is of a formal, minor or technical nature or is made to correct a manifest error, and (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed that is in the opinion of the Trustee not materially prejudicial to the interests of the Holders. Any such modification, authorisation or waiver shall be binding on the Holders and, if the Trustee so requires, such modification shall be notified to the Holders as soon as practicable thereafter in accordance with Condition 16.

As provided in the Trust Deed, the Trustee may agree with the Issuer, without any further consent of the Holders being required, to substitution on a subordinated basis equivalent to that referred to in these

Terms and Conditions of any holding company of the Issuer, any subsidiary of such holding company, any Subsidiary, any successor in business of the Issuer or any subsidiary of any successor in business of the Issuer (the "**Substituted Issuer**") in place of the Issuer (or any previous Substituted Issuer under this Condition 12) as a new issuing party under the Trust Deed and the Securities. In connection with any proposed substitution as aforesaid and in connection with the exercise of its functions, the Trustee shall have regard to the interests of the Holders as a class and the Trustee shall not have regard to the consequences of such substitution for individual Holders resulting from in particular their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory.

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation or substitution), the Trustee shall have regard to the general interests of the Holders as a class and shall not have regard to any interests arising from circumstances particular to individual Holders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Holders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Holder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Holders except to the extent already provided for in Condition 11 and/or any undertaking given in addition thereto or in substitution therefor under the Trust Deed.

14 Replacement of the Securities

Should the Global Security be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Fiscal Agent (or such other place of which notice shall have been given in accordance with Condition 16) upon payment by the claimant of the expenses incurred in connection therewith and on such terms as to evidence and indemnity and/or as the Issuer may reasonably require. The mutilated or defaced Global Security must be surrendered before any replacement Global Security will be issued.

15 The Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking any action unless indemnified to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer, without accounting for any profit resulting therefrom.

16 Notices

Notices to Holders may be given by the delivery of the relevant notice to Euroclear Nederland except for so long as the Securities are listed on NYSE Euronext in Amsterdam and the rules of NYSE Euronext so require, by the delivery of the relevant notice to NYSE Euronext and through a press release which will also be made available on the website of the Issuer (www.deltalloydgroep.com). Any such notice shall be deemed to have been given on the date of the first publication. If publication as provided above is not practicable notice will be given in such other manner, and shall be deemed to have been given on such date, as the Trustee may approve. Any Notice delivered to Euroclear Nederland shall be deemed to have been given to the Holders on the day on which such notice is so delivered.

17 Further Issues

The Issuer is at liberty from time to time, without any further consent of the Holders being required, to create and issue further Securities ranking *pari passu* in all respects (or in all respects save for the date from which interest thereon accrues and the amount of the first payment of interest on such further Securities) and so that the same shall be consolidated and form a single series with the outstanding Securities. Any such Securities shall be constituted by a deed supplemental to the Trust Deed.

18 Agents

The Issuer will procure that there shall at all times be a Calculation Agent and a Fiscal Agent so long as any Security is outstanding. If either the Calculation Agent or the Fiscal Agent is unable or unwilling to act as such or if it fails to make a determination or calculation or otherwise fails to perform its duties under these Terms and Conditions or the Agency Agreement, as appropriate, the Issuer shall appoint, on terms acceptable to the Trustee, an independent bank acceptable to the Trustee to act as such in its place. Neither the termination of the appointment of a Calculation Agent or the Fiscal Agent nor the resignation of either will be effective without a successor having been appointed.

All calculations and determinations made by the Calculation Agent or the Fiscal Agent in relation to the Securities shall (save in the case of manifest error) be final and binding on the Issuer, the Trustee, the Paying Agents and the Holders.

None of the Issuer, the Trustee and the Paying Agents shall have any responsibility to any person for any errors or omissions in any calculation by the Calculation Agent.

19 Governing Law and Jurisdiction

(a) The Trust Deed, these Terms and Conditions and the Securities and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, the laws of the Netherlands.

(b) The Courts of Amsterdam and its appellate courts in the Netherlands are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed and the Securities, and any non-contractual obligations arising out of or in connection with them, and accordingly any legal action or proceedings arising out of or in connection with the Trust Deed and the Securities, and any non-contractual obligations arising out of or in connection with them, may be brought in such courts.

20 Definitions

In these Terms and Conditions, unless the context otherwise requires, or as otherwise specified in the Final Terms, the following defined terms shall have the meanings set out below:

"**Accrued Coupon Payment**" means, as at any time, where these Terms and Conditions provide that interest shall continue to accrue after a Coupon Payment Date in respect of a Security the amount of interest accrued thereon in accordance with Conditions 4(b), 6 and 7(d);

"**Agency Agreement**" means the agency agreement dated 6 October 2010 between the Issuer, the Trustee and the Agents relating to the Securities under which each Agent agrees to perform the duties required of it under these Terms and Conditions;

"**Agents**" means the agents appointed pursuant to the Agency Agreement and such term shall, unless the context otherwise requires, include the Fiscal Agent;

"**Alternative Coupon Satisfaction Mechanism**" has the meaning ascribed to it in Condition 7(a);

"**Assets**" means the non-consolidated gross assets of the Issuer as shown by the then latest published audited balance sheet of the Issuer but adjusted for contingencies and for subsequent events in such manner and to such extent as one or more members of the Issuer's Executive Board or, as the case may be, the liquidator may determine to be appropriate;

"**Business Day**" means:

(i) in the case of a currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency and/or

(ii) in the case of euro, a day on which the TARGET system is operating (a "**TARGET Business Day**") and/or

(iii) in the case of a currency and/or one or more Business Centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres;

"**Calculation Agent**" means the calculation agent in relation to the Securities, or its successor or successors for the time being appointed under the Agency Agreement;

"**Calculation Amount**" means the amount specified as such hereon, provided that for any period during which the Current Principal Amount is less than the Original Principal Amount and during which write-down interest accrues in accordance with Condition 5(c), the Calculation Amount shall be such percentage of the amount specified as such hereon as the then Current Principal Amount bears to the Original Principal Amount;

"**Capital Adequacy Regulations**" means at any time the regulations, requirements, guidelines, policies, decrees imposing obligations on the Issuer, the Group or any member thereof with respect to the maintenance of minimum levels of solvency margins and/or capital adequacy ratios and/or comparable margins or ratios, as well as regarding the supervision thereof by any Regulator;

"**Capital Disqualification Event**" means that the Securities cease to be capable of qualifying under the Capital Adequacy Regulations for the purposes of determination of the solvency margin, capital adequacy ratios or comparable margins or ratios of the Issuer or the Group, or, where this is subdivided in tiers, as tier 1 basic own funds or any such other category as specified in the Final Terms, on a solo and/or consolidated basis, except where such non-qualification is only as a result of any applicable limitation on the amount of such capital;

"**Condition**" means any of the numbered paragraphs of these Terms and Conditions of the Securities;

"**Coupon Accrual Period**" means the period beginning on (and including) the Coupon Commencement Date and ending on (but excluding) the first Coupon Period Date and each successive period beginning on (and including) a Coupon Period Date and ending on (but excluding) the next succeeding Coupon Period Date;

"**Coupon Amount**" means (i) in respect of a Coupon Payment, the amount of interest payable on a Security for the relevant Coupon Period in accordance with Condition 6 and (ii) for the purposes of Conditions 8(c), 8(d), 8(e) and 8(f) any interest accrued from (and including) the preceding Coupon Payment Date (or, if none, the Issue Date) to (but excluding) the due date for redemption if not a Coupon Payment Date as provided for in Condition 6(b); the term "Coupon Amount" also includes floating Coupon Amounts;

"**Coupon Commencement Date**" means the Issue Date or such other date as may be specified hereon;

"**Coupon Determination Date**" means, with respect to a Coupon Rate and Coupon Accrual Period, the date specified as such hereon or, if none is so specified, (i) the first day of such Coupon Accrual Period if the Specified Currency is Sterling or (ii) the day falling two Business Days in London for the Specified Currency prior to the first day of such Coupon Accrual Period if the Specified Currency is neither Sterling nor euro or (iii) the day falling two TARGET Business Days prior to the first day of such Coupon Accrual Period if the Specified Currency is euro;

"**Coupon Payment**" means, in respect of a Coupon Payment Date, the aggregate Coupon Amounts for the Coupon Period ending on such Coupon Payment Date;

"**Coupon Payment Date**" means the date(s) specified as such in the Final Terms, provided that if any Coupon Payment Date would otherwise fall on a day which is not a Business Day it shall, unless specified otherwise in the Final Terms, be postponed to the next Business Day unless it would then fall into the next calendar month in which event the Coupon Payment Date shall be brought forward to the immediately preceding Business Day;

"**Coupon Period**" means the period beginning on (and including) the Coupon Commencement Date and ending on (but excluding) the first Coupon Payment Date and each successive period beginning on (and including) a Coupon Payment Date and ending on (but excluding) the next succeeding Coupon Payment Date;

"**Coupon Period Date**" means each Coupon Payment Date unless otherwise specified hereon;

"**Coupon Rate**" means the rate of interest payable from time to time in respect of this Security and that is either specified or calculated in accordance with the provisions hereon;

"**Current Principal Amount**" means in respect of each Security, at any time, the principal amount thereof calculated on the basis of its Original Principal Amount as may be reduced, on one or more occasions, pursuant to the application of the Loss Absorption mechanism and/or written-up on one or more occasions, as the case may be, pursuant to Condition 5;

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Security for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting a Coupon Period or a Coupon Accrual Period, the "**Calculation Period**"):

(i) if "**Actual/Actual**" or "**Actual/Actual - ISDA**" is specified hereon, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365)

(ii) if "**Actual/365 (Fixed)**" is specified hereon, the actual number of days in the Calculation Period divided by 365

(iii) if "**Actual/360**" is specified hereon, the actual number of days in the Calculation Period divided by 360

(iv) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y_1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M_2" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

"D_1" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30

(v) if "**30E/360**" or "**Eurobond Basis**" is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y_1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D_1" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D2 will be 30

(vi) if "**30E/360 (ISDA)**" is specified hereon the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y_1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D_1" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

'"D_2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D2 will be 30

(vii) if "**Actual/Actual-ICMA**" is specified hereon,

(a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and

(b) if the Calculation Period is longer than one Determination Period, the sum of:

(x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and

(y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year

where:

"**Determination Period**" means the period from and including a Determination Date in any year to but excluding the next Determination Date and

"**Determination Date**" means the date specified as such hereon or, if none is so specified, the Coupon Payment Date

"**Deferred Coupon Payment**" means any Payment, or part thereof, which has been deferred in accordance with Condition 4(a) or 4(b) and has not subsequently been satisfied;

"**Deferred Coupon Satisfaction Date**" means:

(i) the date on which the Issuer has resolved to satisfy a Deferred Coupon Payment, as notified by the Issuer to the Trustee, the Holders, the Fiscal Agent and the Calculation Agent in accordance with Condition 4(c) and 7; or

(ii) the date on which the Issuer is required to satisfy all Deferred Coupon Payments pursuant to Condition 4(d), if applicable;

"**Deferral Notice**" means a Mandatory Deferral Notice or an Optional Deferral Notice;

"**Euro-zone**" means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended;

"**Fiscal Agent**" means the fiscal and principal paying agent appointed pursuant to the Agency Agreement;

"**Group**" means the Issuer and its Subsidiaries;

"**Holder**" has the meaning ascribed to it in Condition 1(b);

"**Interest**" shall, where appropriate, include Coupon Amounts, Deferred Coupon Payments and Accrued Coupon Payments;

"**ISDA Definitions**" means the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., unless otherwise specified hereon;

"**Issue Date**" means the date of initial issue of the Securities as specified in the Final Terms;

"**Issuer**" means Delta Lloyd N.V.;

"**Junior Guarantee**" means any guarantee, indemnity or other contractual support arrangement entered into by the Issuer in respect of securities (regardless of name or designation) issued by a Subsidiary or Undertaking and ranking after the Securities on a winding-up (*faillissement* or *vereffening na ontbinding*) of the Issuer or in respect of distributions or payment of dividends or any other payment thereon;

"**Junior Securities**" means the Ordinary Shares of the Issuer and any other securities or instruments which rank after the Securities as regards distributions or a return of assets on a winding-up

(*faillissement* or *vereffening na ontbinding*) of the Issuer or in respect of distributions or payment of dividends or any other payments thereon;

"**Liabilities**" means the non-consolidated gross liabilities of the Issuer as shown by the then latest published audited balance sheet of the Issuer, but adjusted for contingencies and for subsequent events in such manner and to such extent as the directors, the auditors or, as the case may be, the liquidator may determine;

"**Loss Absorption**" has the meaning ascribed to it in Condition 5;

"**Loss Absorption Event**" means a situation where the Capital Adequacy Regulations require a Loss Absorption to be implemented;

the "**Mandatory Non-payment Condition**" is met if:

(i) the Issuer determines that it is not or, on the relevant date on which a Payment would be made after taking into account amounts payable on that date on the Securities, will not be Solvent;

(ii) a Regulatory Event has occurred and continues to exist; or

(iii) the Regulator has required or requested the Issuer not to make any Payments on the Securities;

"**Mandatory Deferral Notice**" has the meaning ascribed to it in Condition 4(a);

"**Mandatory Partial Payment**" payable on any Coupon Payment Date means a payment in respect of each Security in an amount that results in payment of a proportion of a full Coupon Payment on the Security on such Coupon Payment Date equal to the proportion of a full dividend or payment on the relevant Parity Securities and/or payment on the relevant Parity Guarantee paid on the dividend or payment date in respect of the relevant Parity Securities and/or Parity Guarantee immediately preceding;

A "**Mandatory Partial Payment Event**" shall occur if any of the following occurs:

(i) the Issuer declares, pays or distributes a dividend or makes a payment on any of its Parity Securities or makes any payment on a Parity Guarantee (except where such dividend or payment was not discretionary under the terms of such Parity Securities or Parity Guarantee); or

(ii) any Subsidiary or Undertaking declares, pays or distributes a dividend on any security issued by it benefiting from a Parity Guarantee or makes a payment on any security issued by it benefiting from a Parity Guarantee (except where such dividend or payment was not discretionary under the terms of such securities);

A "**Mandatory Payment Event**" shall occur if any of the following occurs:

(i) the Issuer declares, pays or distributes a dividend or makes a payment (other than a dividend in the form of Ordinary Shares) on any of its Junior Securities or makes any payment on a Junior Guarantee;

(ii) any Subsidiary or Undertaking declares, pays or distributes a dividend on any security issued by it benefiting from a Junior Guarantee or makes a payment (other than a dividend

in the form of Ordinary Shares) on any security issued by it benefiting from a Junior Guarantee; or

(iii) the Issuer or any Subsidiary or Undertaking redeems, purchases or otherwise acquires any of the Issuer's Junior Securities, any Parity Securities or any securities issued by any Subsidiary or Undertaking benefiting from a Junior Guarantee or Parity Guarantee (other than (1) by conversion into or in exchange for Ordinary Shares, (2) in connection with transactions effected by or for the account of customers of the Issuer or any Subsidiary or in connection with the distribution, trading or market making in respect of those securities, (3) in connection with the satisfaction by the Issuer or any Subsidiary of its obligations under any employee benefit plans or similar arrangements with or for the benefit of employees, officers, directors or consultants, (4) as a result of a reclassification of the Issuer or any Subsidiary or the exchange or conversion of one class or series of capital stock for another class or series of capital stock, or (5) the purchase of fractional interests in shares of the capital stock of the Issuer or any Subsidiary pursuant to the conversion or exchange provisions of that capital stock or the security being converted or exchanged) for any consideration, or any moneys are paid to or made available for a sinking fund or for redemption of any Junior Securities, Parity Securities or any securities issued by any Subsidiary or Undertaking benefiting from a Junior Guarantee or Parity Guarantee, in all such cases, except where it concerns a payment, purchase or redemption which the Issuer is obliged to make pursuant to its articles of association as they read prior to the relevant deferral or equity swap, forward, repo or equity derivative transactions concluded by the Issuer prior to the relevant deferral;

"**Market Disruption Event**" means (i) the occurrence or existence of any suspension of or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the Relevant Stock Exchange or on settlement procedures for transactions in the Payment Capital Securities on the Relevant Stock Exchange) if, in any such case, that suspension or limitation is, in the determination of the Issuer material in the context of the sale of the Payment Capital Securities, (ii) where, in the opinion of the Issuer, there has been a substantial deterioration in the price and/or value of the Payment Capital Securities or circumstances are such as to prevent, or to a material extent restrict, the issue or delivery of the Payment Capital Securities, (iii) where, pursuant to these Terms and Conditions, moneys are required to be converted from one currency into another currency in respect of any Payment, the occurrence of any event that makes it impracticable to effect such conversion or (iv) where, in the opinion of the Issuer, there shall have been such a change in national or international financial, political or economic conditions or currency exchange rates or exchange controls as would in its view be likely to prejudice materially the success of the offering and distribution of the Payment Capital Securities or dealings in the Payment Capital Securities in the secondary market, if any;

"**Maturity Date**" means the date (if any) fixed for redemption of the Securities as specified in the Final Terms (if applicable);

"**Non-callable Securities**" means subordinated perpetual non-cumulative securities that are not callable at the option of the Issuer (and, in addition so long as the Issuer is subject to Capital Adequacy Regulations, that constitute or are treated as basic own funds and, if basic own funds is subdivided in tiers, tier 1 basic own funds of the Issuer) and that rank on a winding-up (*faillissement* or *vereffening na ontbinding*) of the Issuer, effectively from a financial point of view, *pari passu* with Ordinary Shares;

"**Notional Preference Shares**" has the meaning ascribed to it in Condition 3;

"**Optional Deferral Notice**" has the meaning ascribed to it in Condition 4(b);

"**Ordinary Shares**" means ordinary shares in the capital of the Issuer or depositary receipts, if any, issued in respect of such ordinary shares, as the context may require;

"**Original Principal Amount**" means in respect of each Security the principal amount thereof on the Issue Date, not taking into account any Loss Absorption or write-up pursuant to Condition 5;

"**Outstanding Payment**" means:

(i) in relation to any Coupon Payment, Deferred Coupon Payment or Coupon Amount not falling within the definition of Coupon Payment, that such payment or amount (a) has either become due and payable or would have become due and payable except for the non-satisfaction on the relevant date of the conditions referred to in Condition 2(b) or the deferral, postponement or suspension of such payment in accordance with any of Conditions 4(a), 4(b) or 7(d) or 7(f), and (b) in any such case has not been satisfied; and

(ii) in relation to any Accrued Coupon Payment, any amount thereof which has not been satisfied whether or not payment has become due;

provided that in a winding-up (f*aillissement* or *vereffening na ontbinding*) of the Issuer, holders of the Capital Securities will be deemed to have waived the right to receive any Payment or part thereof that shall have been mandatorily deferred in accordance with these Conditions and any accrued and unpaid interest thereon, and the Issuer shall have no obligation at any time, whether before or on its winding-up (*faillissement* or *vereffening na ontbinding*), to pay such deferred Payment or part thereof or any accrued and unpaid interest thereon;

"**Parity Guarantee**" means any guarantee, indemnity or other contractual support arrangement entered into by the Issuer in respect of securities (regardless of name or designation) issued by a Subsidiary or an Undertaking or other securities (regardless of name or designation) of the Issuer or such Subsidiary or Undertaking which rank on a winding-up (*faillissement* or *vereffening na ontbinding*) of the Issuer or in respect of distributions or payments thereon *pari passu* with the Securities;

"**Parity Securities**" means, in respect of the Issuer, any Preference Shares (or the most junior class thereof if more than one) or any other securities of the Issuer which, whether legally or effectively from a financial point of view, rank *pari passu* with the Securities as regards distributions or a return of assets on a winding-up (*faillissement* or *vereffening na ontbinding*) of the Issuer or in respect of distribution or payment of any amounts thereunder by the Issuer;

"**Paying Agents**" means the paying agents appointed pursuant to the Agency Agreement and such term shall, unless the context otherwise requires, include the Fiscal Agent;

"**Payment**" means any Coupon Payment, Deferred Coupon Payment, Accrued Coupon Payment or Coupon Amount not falling within the definition of Coupon Payment;

"**Payment Capital Securities**" means (i) Ordinary Shares or (ii) any Non-callable Securities, which under Capital Adequacy Regulations may be issued by the Issuer to satisfy the Alternative Coupon Satisfaction Mechanism set out in Condition 7(a) or such other Securities permitted or prescribed by the Capital Adequacy Regulations as applicable at the time;

"**Preference Shares**" means preference shares in the capital of the Issuer;

"**Reference Banks**" means, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market and, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in each case selected by the Calculation Agent or as specified hereon;

"**Reference Rate**" means the rate specified as such hereon;

"**Regulator**" means any existing or future regulator having primary supervisory authority with respect to the Issuer, whether or not as a holding company of a financial group or financial conglomerate, or the Group;

"**Regulatory Event**" means that the consolidated or non-consolidated solvency margin, capital adequacy ratios or comparable margins or ratios of the Issuer or the Group under the Capital Adequacy Regulations are, or as a result of a Payment would become, less than the relevant minimum requirements as applied and enforced by the Regulator pursuant to the Capital Adequacy Regulations;

"**Relevant Date**" means (i) in respect of any payment other than a Winding-Up Claim, the date on which such payment first becomes due and payable but, if the full amount of the moneys payable on such date has not been received by the Fiscal Agent or the Trustee on or prior to such date, the "Relevant Date" means the date on which such moneys shall have been so received and notice to that effect shall have been given to the Holders in accordance with Condition 16, and (ii) in respect of a Winding-Up Claim, the date which is one day prior to the commencement of the winding-up (*faillissement* or *vereffening na ontbinding*);

"**Relevant Screen Page**" means such page, section, caption, column or other part of a particular information service as may be specified hereon;

"**Relevant Stock Exchange**" means the exchange or quotation system on which the Payment Capital Securities may have their primary listing from time to time;

"**Securities**" means the Securities specified in the relevant Final Terms and such expression shall include, unless the context otherwise requires, any further Securities issued pursuant to Condition 17 and forming a single series with the Securities;

"**Senior Creditors**" means present and future creditors of the Issuer (a) who are unsubordinated creditors of the Issuer, or (b) whose claims are, or are expressed to be, subordinated (whether only in the event of the winding-up (*faillissement* or *vereffening na ontbinding*) of the Issuer or otherwise) to the claims of unsubordinated creditors of the Issuer but not further or otherwise or (c) who are subordinated creditors of the Issuer other than those whose claims are, or are expressed to rank, *pari passu* with, or junior to, the claims of the Holders;

"**Shareholders' Equity**" means the equity attributable to holders of equity instruments as stated in the Issuer's audited consolidated financial statements and as explained in the notes thereto;

"**Solvent**" means that the Issuer is (a) able to pay its debts to Senior Creditors as they fall due and (b) its Assets exceed its Liabilities (other than its Liabilities to persons who are not Senior Creditors);

"**Specified Currency**" means the currency specified as such hereon or, if none is specified, the currency in which the Securities are denominated;

"**Subsidiary**" means a subsidiary of the Issuer within the meaning of Section 2:24a of the Dutch Civil Code;

"**TARGET System**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19 November 2007 or any successor thereto;

"**Tax Law Change**" has the meaning ascribed to it in Condition 8(c)(i);

"**Tax Law Change Event**" means an event of the type described in Condition 8(c) (i), (ii) or (iii) that is the result of a Tax Law Change;

"**Trust Deed**" means the trust deed dated 6 October 2010 between the Issuer and the Trustee;

"**Trustee**" means Amsterdamsch Trustee's Kantoor B.V. or any successor trustee;

"**Undertaking**" means a body corporate, partnership, limited partnership, cooperative or an incorporated association carrying on a trade or business with or without a view to profit in which the Issuer has a direct or indirect financial, commercial or contractual majority interest; and

"**Winding-Up Claim**" has the meaning ascribed to it in Condition 2(c).

USE OF PROCEEDS

The net proceeds from each issue of Instruments will be applied by the relevant Issuer for its general corporate purposes. If, in respect of any particular issue of Instruments which are derivative securities for the purposes of Article 15 of the Commission Regulation No 809/2004 implementing the Prospectus Directive, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

DESCRIPTION OF DELTA LLOYD N.V.

GENERAL

Delta Lloyd N.V. (**Delta Lloyd**) has the legal form of a limited liability company (*naamloze vennootschap*). Together with its subsidiaries (collectively, the **Group**) it provides life and pension insurance, long-term savings products, most classes of general insurance, banking and fund management. The activities are carried out through subsidiaries, associates and branches in the Netherlands, Belgium and Germany. Delta Lloyd was incorporated under the laws of The Netherlands on 30 January 1968. The corporate seat of Delta Lloyd is in Amsterdam, The Netherlands and its registered office is at Amstelplein 6, 1096 BC Amsterdam, The Netherlands with the following telephone number: +31 (0)20 594 91 11. Delta Lloyd is registered in the Commercial Register of the Chamber of Commerce for Amsterdam (*Handelsregister van de Kamer van Koophandel en Fabrieken voor Amsterdam*) under number 33121461.

Pursuant to Article 3 of the articles of association, Delta Lloyd's objects and purposes are to participate or to acquire interests in any other way in enterprises, to manage or exercise supervision of enterprises and to provide services to enterprises, with special reference to enterprises engaged in the insurance business or rendering other financial services and to perform all acts which directly or indirectly may be conducive to such objects.

HISTORY

The Group's history dates back to 1807. In that year, the Hollandsche Societeit van Levensverzekeringen N.V. was established, making the Group the oldest existing life insurer in continental Europe. Hollandsche Societeit van Levensverzekeringen N.V. strengthened its position in the insurance and investment market by merging in 1967 with Amsterdamse Maatschappij van Levensverzekering N.V. The resulting entity, Delta, then merged with the general insurance company Nedlloyd to create Delta Lloyd in 1969.

Commercial Union, a UK-based insurer with an extensive international network, became Delta Lloyd's only shareholder in 1973, while Delta Lloyd retained operational independence and continued to operate under its own brand name in the Dutch market. Commercial Union merged with General Accident in 1998 to form CGU plc, which then merged with Norwich Union plc in 2000 to create CGNU plc, which was renamed Aviva plc (**Aviva**) in 2002.

Through various acquisitions and mergers in the Netherlands, Germany and Belgium and its joint venture with ABN AMRO Bank, the Group obtained its current form; being a financial services provider offering life insurance, general insurance, fund management and banking products and services. One of the most important mergers in this regard was the merger with Nuts OHRA Beheer B.V., a Netherlands-based direct insurance writer. Nuts OHRA Beheer B.V's shareholder, Vereniging NutsOhra (now called Stichting Fonds NutsOhra (**Fonds NutsOhra**)) became a shareholder at the time of the merger. Following the merger, Delta Lloyd had two shareholders, Aviva held 92% of the voting rights and Fonds NutsOhra held 8% of the voting rights. The merger allowed the combined company to begin to pursue its multi-brand, multi-channel distribution strategy in the Netherlands, as distribution expanded from Intermediaries (Delta Lloyd) to include also direct sales (OHRA).

On 3 November 2009, Delta Lloyd obtained an official listing on NYSE Euronext in Amsterdam. As of 2 March 2010 Delta Lloyd is included in the Amsterdam Midkap Index (**AMX index**). The AMX index is a capitalization weighted index composed of the 25 funds that rank 26-50 in terms of regulated turnover on the Amsterdam Stock Exchange.

BUSINESS

Overview

The Group is a financial services provider offering life insurance, general insurance, fund management and banking products and services with its targeted markets being the Netherlands and Belgium. In 2009, the Group recorded gross written premiums of €5,065 million.

The Group employs a multi-brand, multi-channel strategy in the Netherlands in order to position itself advantageously in different distribution channels and customer and pricing segments in the insurance market. The primary differences among the Group's three principal Dutch brands (Delta Lloyd, ABN AMRO Insurance and OHRA) result from the positioning, pricing, marketing and distribution of their products.

Through the Delta Lloyd brand, the Group targets retail and commercial customers in the middle to premium range of the life and general insurance markets, distributing primarily through independent intermediaries, which include independent financial advisers, underwriting agents (*volmacht*, with respect to general insurance), actuarial consulting firms (with respect to group life insurance) and brokers (together, **Intermediaries**). Through the ABN AMRO Insurance brand, the Group generally targets individuals, but has some group and commercial customers, in the middle range of the life and general insurance markets, leveraging the distribution network of ABN AMRO Bank, which includes bank branches, call centres, financial centres and bank internet platforms (together, **Bancassurance**). Through the OHRA brand, the Group offers commodity products in the life and general insurance markets, distributing primarily through direct channels such as call centres and the internet. In Belgium, the Group distributes its insurance products through Intermediaries, tied agents (agents which sell only products of the Group) and through its own network of bank branches.

The Group has extensive distribution networks with large customer bases in the Netherlands and Belgium, which it believes will provide the platform for the Group to continue to grow in those mature markets. In addition, the Group has maintained a strong capital position through the recent economic downturn. The Group seeks to grow through a combination of organic growth and targeted acquisitions.

The Group also has operations in Germany, but Germany is no longer a core market for the Group. The rationale behind this decision is that whilst the German life insurance market is large and has great potential, its structure constitutes a major impediment to further progress of the German operations. In line with the Group's strategy that Germany is no longer a core market for the Group, the Group announced Delta Lloyd Germany intends to stop accepting new insurance policies on 4 March 2010. The cease of new sales means that no new insurance policies will be accepted. Delta Lloyd Germany will retain an organisation to meet all future obligations to its current policyholders. A sale of Delta Lloyd Germany is presently not foreseen.

Segments

The Group’s core business lines are the following:

Life Insurance: The life insurance operations are the Group's primary business. The Group offers, through its multiple brands, a range of products from commodity insurance products to tailor-made and often sophisticated insurance products, as well as commodity savings and financial planning services. Its core life insurance products include pension (in particular group pension) products and administration services for group customers and traditional and unit-linked life insurance and savings products for individual customers. The Group offers individual and group life insurance in the Netherlands principally under the Delta Lloyd, ABN AMRO Insurance and OHRA brands, utilising different customer and pricing strategies through Intermediaries (Delta Lloyd), Bancassurance (ABN AMRO Insurance) and direct (OHRA) distribution channels. In Belgium, the Group sells individual and group life insurance primarily under the Delta Lloyd Belgium brand, distributed through the Group's own network of bank branches and tied agents, as well as through Intermediaries.

General Insurance: The Group offers a broad range of general insurance products, principally in the Netherlands, including products such as motor, fire, liability, income and absenteeism and marine/pleasure craft insurance policies. The Group's general insurance products are distributed to both private and

commercial customers in the Netherlands under the Group's three principal brands using distribution channels similar to those used for its life insurance operations. Following the sale of the Group's Dutch health insurance business to CZ (with effect from 1 January 2009), the Group acts as a distributor of certain health insurance products underwritten by CZ which are sold under the Delta Lloyd and OHRA brands, for which the Group receives fees and commissions. In Belgium certain general insurance products (motor, liability and fire) are also offered through the Zelia brand. The Group does not offer its own general insurance products in Germany, but distributes insurance underwritten by third parties.

Fund Management: The Fund Management segment comprises the activities of Delta Lloyd Asset Management N.V. (**Delta Lloyd Asset Management**) and the asset management activities of various lines of business. The segment accounted for 7% of the Group's operational result after tax and non-controlling interest for 2009. Delta Lloyd Asset Management's product offering includes a range of third-party investor funds for institutional and retail customers and discretionary mandates for institutional customers. In addition, it manages real estate funds available to the Group and third-party investors, as well as a boutique fund company, Cyrte, aimed at institutions and family offices. Certain other segments of the Group also manage assets. Delta Lloyd Asset Management has in that regard an advisory role. Institutional fund sales take place primarily through the segment's dedicated sales force. For sales to retail investors, Fund Management generally relies on third-party banks in the Netherlands, Belgium and Germany, though a small portion of retail fund sales (unit-linked insurance) are distributed through the Group's own distribution channels. In the Netherlands, funds are distributed largely by Dutch retail banks, including ABN AMRO Bank, Rabobank and ING. The Group managed assets are valued at €67.8 billion as at 31 December 2009, of which €39.6 billion related to the Group's own risk assets.

Banking: The Group's banking business line offers a range of banking products and services in the Netherlands and Belgium. Its banking products and services in the Netherlands primarily include mortgage loans, as well as savings and *bancaire lijfrente* distributed through Intermediaries and direct channels. In the Netherlands, the Group uses Amstelhuys N.V. (**Amstelhuys**) (a wholly-owned subsidiary of Delta Lloyd which is not included in the banking segment) as originator of most of its residential mortgage loans and as a funding vehicle. In December 2009, the Group carried out the first successful mortgage securitisation in continental Europe since the outbreak of the credit crisis. Via Amstelhuys, Delta Lloyd Bank sold Dutch mortgages worth about €900 million to institutional investors, such as insurers and pension funds, mainly from the Netherlands, France, Spain and the United Kingdom.

In Belgium, the Group offers retail, private and commercial banking services through its own network of branches, as well as through tied agents and direct channels.

ORGANISATIONAL STRUCTURE

The Group provides banking and insurance services and operates under different brand names. Pursuant to Dutch law, the banking and insurance activities must be undertaken through separate companies. The various subsidiaries of Delta Lloyd, the parent company, have been clustered into a number of divisions, whereby the corporate structure matches the label structure. The subsidiaries controlled by Delta Lloyd are consolidated in the financial statements of Delta Lloyd.

From an operational perspective, the Group manages its businesses through the following divisions:

- ***Delta Lloyd Insurance*** provides Delta Lloyd brand life insurance and general insurance in the Netherlands;
- ***OHRA*** provides principally OHRA brand life insurance and general insurance in the Netherlands;
- ***ABN AMRO Insurance*** provides principally ABN AMRO brand life insurance and general insurance in the Netherlands;

- ***Delta Lloyd Asset Management*** is responsible for managing the majority of the Group's own risk portfolio, as well as fund management activities and real estate investments in the Netherlands, Belgium and Germany;

- ***Delta Lloyd Banking*** provides banking products and services, principally mortgage products and services in the Netherlands and Belgium; and

- ***Delta Lloyd Belgium*** provides principally life insurance and general insurance in Belgium.

On 5 August 2010, the Group announced that its organisational structure will be changed as of 1 January 2011. This new structure aims to simplify the organisation and improve the customer focus by separating commercial and operational insurance and banking activities and reducing the number of direct reports to the Executive Board.

The key point in the simplification of the Dutch organisation are:

- The establishment of a new commercial division to be responsible for marketing and sales of the Dutch insurance and banking activities of Delta Lloyd and OHRA;

- Operational insurance activities (administration, processing) will be placed in a life insurance division and a general insurance division leading to a reduce of the number of risk bearers from twelve to five (compared to 2008);

- A separation between commercial and operational banking and insurance activities;

- ABN AMRO insurance joint venture will retain its current position in the Group;

- A merger of corporate functions at group level leading to a reduction from thirteen to seven; and

- A reduction of the number of directors from fifty-two to thirty-two.

Delta Lloyd and its Dutch-based subsidiaries are under the supervision of various regulatory authorities including the Dutch Central Bank *De Nederlandsche Bank* (**DNB**), the Netherlands Authority for the Financial Markets *Autoriteit Financiële Markten* (**AFM**), the Netherlands Competition Authority *Nederlandse Mededingingsautoriteit* (**NMa**), the Dutch Data Protection Authority *College Bescherming Persoonsgegevens* (**CBP**) and the Dutch Healthcare Authority *Nederlandse Zorgautoriteit* (**Nza**). Delta Lloyd Belgium is under the supervision of the Banking, Finance and Insurance Commission *Commissie voor het Bank-, Financie- en Assurantiewezen* (**CBFA**), whilst the *Bundesanstalt für Finanzdienstleistungsaufsicht* (**Bafin**) is the primary regulator for Delta Lloyd Germany.

RECENT DEVELOPMENTS

The Group announced a share buy-back programme starting on 11 June 2010. The share buy-back plan (1,650,000 shares) will be executed for the sole purpose of meeting the obligations under management equity incentive schemes. The programme will be executed in accordance with the mandate given to the Executive Board by the annual general meeting of shareholders (the **General Meeting**) on 27 May 2010 to buy back ordinary shares. Within the limits set at that meeting the on-exchange transactions may not be carried out at a price above the highest of the price of the last independent trade and the highest current independent bid on NYSE Euronext in Amsterdam.

The share buy-back programme has been completed on 27 August 2010. The 1,650,000 ordinary shares were bought at a weighted average price of € 14.11 per share.

On 6 July 2010, the Group announced that it will launch a joint venture together with Binckbank, named BeFrank. BeFrank is a contributory pension institution (*Premiepensioeninstelling/PPI*), a new type of pension administrator that enters into the Dutch market alongside insurers and pension funds. A contributory pension institution administers pension schemes and accrues pension capital, but is not allowed to bear the insurance risk itself. BeFrank will actively enter the market after the Act on the Introduction of the Contributory Pension Institution (*Wet introductie premiepensioeninstelling*) has been come into force. This is expected to be on 1 January 2011.

With effect from 9 July 2010 Delta Lloyd Bank Nederland has transferred its private banking activities to Bank ten Cate & Cie.

MANAGEMENT

Two-tier board structure and structure regime

The Dutch full large company regime (*volledig structuurregime*) applies to Delta Lloyd. Companies to which the Dutch full large company regime applies are obliged to constitute a supervisory board (*raad van commissarissen*, the **Supervisory Board**). The General Meeting appoints the members of the supervisory board on the nomination of the supervisory board. The General Meeting can reject the nomination with an absolute majority of the votes cast representing at least one-third of the issued share capital.

The General Meeting and the works council both have a right of recommendation regarding the appointment of Supervisory Board members. One third of the members of the Supervisory Board must be nominated on the basis of the enhanced recommendation (*versterkt aanbevelingsrecht*) of the works council. For these members of the Supervisory Board, the Supervisory Board can only object to the recommendation of the works council on the grounds that the recommended candidate is unsuitable to fulfil the task of Supervisory Board member or that the Supervisory Board will not be properly assembled if the nominated candidate would be appointed.

The Supervisory Board has extensive powers under the Dutch full large company regime. Major strategic and organisational decisions taken within a company require the approval of the Supervisory Board. The Supervisory Board is also charged with the appointment and dismissal of the members of the executive board (*raad van bestuur,* the **Executive Board**).

Members of the Executive Board

At the date of this Prospectus, the Executive Board is composed of the following persons:

N.W. (Niek) Hoek

Mr. Hoek has Dutch nationality. He was first appointed to the Executive Board in 1997 and was appointed as its chairman in 2001.

Mr. Hoek obtained a Masters degree in Business Economics at the Vrije Universiteit Amsterdam, the Netherlands in 1981. Mr. Hoek is a member of the supervisory boards of NIBC Bank N.V. and Euronext N.V. Other positions currently held by Mr. Hoek include vice-chairman of the supervisory board of Stadsherstel Amsterdam N.V., member of the board of the Dutch Association of Insurers, member of the supervisory board of Opvangregeling Leven I N.V. (affiliated company of the Dutch Association of Insurers), member of the advisory council of RSM Erasmus University Rotterdam, vice-chairman of the executive committee of Stichting Klachteninstituut Financiële Dienstverlening, vice-chairman of the board of overseers of Stichting Nederlands Philharmonisch Orkest, member of the board of overseers of the Zuiderzeemuseum. Mr. Hoek is a former chairman of

the board of the Dutch Association of Insurers.

E.A.A. (Emiel) Roozen

Mr. Roozen has Dutch nationality. He was appointed to the Executive Board in 2010. He is the chief financial officer of Delta Lloyd.

Mr. Roozen obtained a Master degree in business administration, specialising in management information at the University of Amsterdam in 1992 and obtained a Post-degree for register accountant (RA) at the University of Amsterdam in 1995. Mr. Roozen is Board Member of Stichting Pensioenregister. Mr. Roozen is Chairman of the Board of Trustees of Spirit, Amsterdam and the Board of Trustees of Stichting Burgerweeshuis - Roomsch Catholiek Jongens Weeshuis, Amsterdam.

P.K. (Paul) Medendorp

Mr. Medendorp has Dutch nationality. He was appointed to the Executive Board in 2003.

Mr. Medendorp graduated from the Hogere Hotelschool in the Hague in 1979. He participated in the General Management Programme at CEDEP, Fontainebleau, France in 1999 and the Advanced Management Programme at Wharton Business School in Philadelphia, US in 2004. Mr. Medendorp is a member of the supervisory board of Andus Group B.V. Mr. Medendorp is a member of the advisory councils of Business School Netherlands and of SEO (*Stichting Economisch Onderzoek*) and a member of the board of Amsterdam Partners.

H.H. (Henk) Raué

Mr. Raué has Dutch nationality. He was appointed to the Executive Board in 2007. Mr. Raué will step down on 1 April 2011 as he has reached the retirement age for Executive Board members of the Group.

Mr. Raué graduated from the University of Applied Science (HTS), Zwolle, the Netherlands in 1973 with a degree in Electronics. In 1978, he graduated from the University of Science, Eindhoven, the Netherlands, where he obtained his Masters degree in Industrial Engineering & Management. Mr. Raué participated in the Advanced Management Programme at Wharton Business School in Philadelphia, USA in 2005. Mr. Raué is the chairman of the board of the Delta Lloyd pension fund and a member of the supervisory board of NewPEL Group. Mr. Raué is a former member of the supervisory board of Housing Corporation 'De Alliantie', a former member of the supervisory board of DAS Nederlandse Rechtsbijstand Verzekeringen N.V., a former member of the supervisory board of ArboNed N.V. and a former member of the supervisory board of Combined Computer Services B.V. and a former member of the supervisory board of Latei Projectontwikkeling.

O.W. (Onno) Verstegen

The Group's Supervisory Board intends to appoint Mr. Verstegen to the Executive Board. It is envisaged that Mr. Verstegen will start his duties on 1 January 2011. However, the appointment is subject to regulatory approval and advice from the Group's Central Works Council (*Centrale Ondernemingsraad*).

Mr Verstegen obtained a MBA at the University of Louvain, Belgium

in 1986. Mr Verstegen is currently chairman of Delta Lloyd Verzekeringen. Mr. Verstegen is a Supervisory Board member of Delta Lloyd Beleggingsfondsen and Meetingpoint.

Previous positions include Chairman of Lancyr and Director of OHRA Bank.

Delta Lloyd's registered address serves as the business address for all members of the Executive Board.

Delta Lloyd is not aware of any potential conflicts between any duties of the members of the Executive Board and their private interests and/or other duties.

Members of the Supervisory Board

At the date of this prospectus, the Supervisory Board is composed of the following persons:

R.H.P.W. (René) Kottman

Mr. Kottman, the chairman of the Supervisory Board, has Dutch nationality. He was appointed in 1999. Mr. Kottman his term will expire in 2013. Mr. Kottman is an independent Supervisory Board member. In addition, Mr. Kottman is a member of the supervisory board of Delta Lloyd Bank N.V.

Mr. Kottman is a management consultant following his retirement as chief executive officer of Ballast Nedam N.V. Besides being a member of the Supervisory Board and of the supervisory board of Delta Lloyd Bank N.V., other positions currently held by Mr. Kottman include chairman of the supervisory boards of Altera N.V., Keyrail Exploitatiemaatschappij Betuweroute N.V. and Warmtebedrijf N.V., member of the supervisory board of Wavin N.V., chairman of the board of overseers of Medisch Centrum Alkmaar–Gemini Ziekenhuisgroep and member of the board of De Baak Management Training Centre. Mr. Kottman is a former member of the board of Stichting Management Studies, a former chairman of the supervisory board of Hermeta Group, a former supervisory board member of Staatsloterij, a former member of the board of foundation VU Medisch Centrum and a former member of the supervisory board of NMC-Nijsse International B.V.

E.J. (Eric) Fischer

Mr. Fischer, the vice-chairman of the Supervisory Board, has Dutch nationality. He was appointed in 2006 and his term expires in 2014. Mr. Fischer was appointed as vice-chairman in 2008. Mr. Fischer is a Supervisory Board member who holds the trust of the Central Works Council.

Mr. Fischer is extraordinary professor at the University of Amsterdam and interim Dean of the Faculty of Economics and Business, University of Amsterdam. Other positions currently held by Mr. Fischer include: chairman of the boards of SNS Reaal Fonds, Paepon and Nederlandse Museum Vereniging and Stichting Museum Jaarkaart, member of the board of Academie voor VerenigingsManagement (AVVM) and chairman of the advisory council of Chainworks. Mr. Fischer is a former chief executive officer of Comité Européen des Assurances, a former chief executive officer of the Dutch Association of Insurers and a former member of

the international commission on Holocaust Era Insurance Claims.

P.G. (Pamela) Boumeester

Ms. Boumeester has Dutch nationality. She was appointed in 2004 and her term expires in 2012. Ms. Boumeester is a Supervisory Board member who holds the trust of the Central Works Council.

Positions currently held by Ms. Boumeester include member of the supervisory board of Persgroep Nederland, member of the supervisory board of Ordina, member of the supervisory board of Heijmans, chairman of the advisory board of TSM (Twente School of Management), chairman of the advisory board of Informatie Beheer Groep, member of the advisory board of Veerstichting, member of the board of overseers of Reinier de Graaf Groep and trustee of the foundations K.F. Hein Fonds, Ubbo Emmius Stichting and Frans Liszt Concours. Furthermore Ms. Boumeester is a member of the Utrecht Development Board.

J.G. (Jan) Haars

Mr. Haars has Dutch nationality. He was appointed in 2006 and his term expires in 2014. Mr. Haars is an independent Supervisory Board member.

Mr. Haars is a member of the supervisory board of Ajax N.V. In addition Mr Haars is an independent counsellor. Mr. Haars is a former member of the management board and a former chief financial officer of TNT N.V.

J.H. (Jan) Holsboer

Mr. Holsboer has Dutch nationality. He was appointed in 2008 and his term expires in 2012. Mr. Holsboer is a Supervisory Board member who holds the trust of the Central Works Council.

Mr. Holsboer is a member of the supervisory boards of Atradius N.V. Atradius Credit Insurance N.V. and PartnerRe Ltd., TD Waterhouse Bank N.V., honorary president and member of the Geneva Association, chairman of the board of trustees of Stichting Vie d'Or, chairman of Vereniging Pro Senectute, chairman of the board of trustees of Stichting Fonds van Hove van Zijll anno 1647, member of the boards of trustees of Stichting Imtech N.V. and Corporate Express N.V., member of the investment committee of KWF Kankerfonds, member of the curatorium executive master financial planning of the University of Amsterdam and member of the programme board executive master internal audit of the University of Amsterdam. Mr. Holsboer is a former member of the executive board of ING N.V., a former part-time member of the executive board of Univar N.V., a former member of the supervisory board of Royal Begemann Group N.V. appointed with exclusive power by the president of the Enterprise Chamber and a former member of the supervisory board of Onderlinge 's Gravenhage/Neerlandia van 1880.

A.J. (Andrew) Moss

Mr. Moss has British nationality. He was appointed in 2007 and his term expires in 2011. Mr. Moss is an Aviva Supervisory Board Member.

Mr. Moss is chief executive officer of Aviva. Other positions currently held by Mr. Moss include vice-chairman of the Chancellor's

	Insurance Industry Working Group, member of the boards of the Association of British Insurers and the Geneva Association, member of the Chancellor's High Level Stakeholder Group, member of the European Financial Services Roundtable member of the Retail Financial Services Group and member of the Association of Corporate Treasurers. Mr. Moss is a former director of Additional Securities Limited.
S.G. (Fieke) van der Lecq	Ms. Van der Lecq has Dutch nationality. She was appointed in 2010 and her term expires in 2014. Ms. Van der Lecq is professor of Pension Markets (Cordares Chair) at the Erasmus University Rotterdam. Positions currently held by Ms. Van der Lecq include Guest Lecturer Postgraduate School Corporate Compliance of the VU University Amsterdam, adviser of Ecovisie, Academic member of the editorial board of Netspar, Expert member of APG Client Council and General Board Member of Wim Drees Stichting for Public Finance. Ms. Van der Lecq is the former Manager Financial Sector Monitor of the Netherlands Competition Authority (NMa).
P.F. (Peter) Hartman	Mr. Hartman has Dutch nationality. He was appointed in 2010 and his term expires in 2014. Mr. Hartman is President and CEO of KLM N.V. (KLM Royal Dutch Airlines). Positions currently held by Mr. Hartman include supervisory board memberships of Kenya Airways Groep, Stork N.V. and CAI - Compagnia Aerea Italiana S.p.A. Mr. Hartman is a member of the Board of Overseers of The Netherlands Bureau for Tourism and Conferences and member of the advisory boards of Made in Scotland, Delft University, WNF Fundraising Committee and the Rotterdam School of Management, Erasmus University. Mr. Hartman is the former Managing Director and deputy President and CEO of KLM N.V.
P. (Patrick) Regan	Mr. Regan has British nationality. He was appointed in 2010 and his term expires in 2014. Mr. Regan is an Aviva Supervisory Board Member. Mr. Regan is Chief Financial Officer of Aviva plc, since 26 January 2010. Mr. Regan was a former Group Chief Operating Officer and Chief Financial Officer of the Willis Group Holdings and a former Group Financial Controller, Royal Sun Alliance.

Delta Lloyd's registered address serves as the business address for all members of the Supervisory Board.

Pursuant to the Strategic Investment Agreement, (which will be discussed in more detail under *Material Contracts* below) the Supervisory Board shall consist of nine members. Aviva has the right to nominate two Supervisory Board members (each an **Aviva Supervisory Board Member**) and to nominate and propose replacements for Aviva Supervisory Board Members. However, if Aviva's stake in the Group decreases and

falls below certain thresholds the right of Aviva to nominate two Supervisory Board members and propose replacements for Aviva Supervisory Board Members alters. The details hereof are set out in the aforementioned agreement.

Other than the fact that the Aviva Supervisory Board Members are not independent within the meaning of the Dutch corporate governance code, because the two members have been nominated by Aviva, Delta Lloyd is not aware of any potential conflicts between any duties of the members of the Supervisory Board and their private interests and/or other duties.

CORPORATE GOVERNANCE

On 9 December 2003, a committee commissioned by the Dutch State (*Commissie Tabaksblat*) published the Dutch corporate governance code. Since 1 January 2004, Dutch companies whose shares are listed on a government-recognised stock exchange (such as Euronext Amsterdam) are obliged to report on compliance with the Dutch corporate governance code in their annual report. If a company deviates from a best practice provision in the Dutch corporate governance code, the reason why must be properly explained in its annual report.

In December 2008, the Dutch corporate governance code was amended on the recommendations of the Dutch Corporate Governance Code Monitoring Committee, following three years of monitoring compliance and application. The amendments came into force on 1 January 2009. Most of the changes, such as the introduction of a requirement that management and supervisory boards have due regard to corporate social responsibility, are already standard practice for Delta Lloyd.

Delta Lloyd applies the amended Dutch corporate governance code as the guiding principles for its corporate governance policy. The Delta Lloyd meets the aims of the Dutch corporate governance code and complies with almost all provisions and best practices of the Dutch corporate governance code. Delta Lloyd currently deviates from only a few provisions and has appropriate justifications for such deviations. For the purpose of this section, reference is made to the provisions of the amended Dutch corporate governance code, as came into force on 1 January 2009.

The following best practice provisions of the Dutch corporate governance code are not applied in full for the reasons given below:

Best practice provision II.1.1: "A management board member is appointed for a maximum period of four years. A member may be reappointed for a term of not more than four years at a time." The members of the Executive Board who assumed office before 2006 were appointed for an indefinite period. Thereafter, all members of the Executive Board were appointed in accordance with the Dutch corporate governance code.

Best practice provision II.2.8: "The maximum remuneration in the event of dismissal is one year's salary. If the maximum of one year's salary would be manifestly unreasonable for a management board member who is dismissed during his first term of office, such board member shall be eligible for severance pay not exceeding twice the annual salary." Delta Lloyd subscribes to the principle that failure by members of the Executive Board should not be rewarded, but also believes that Executive Board members are entitled to reasonable severance pay.

Best practice provision III.2.1: "All supervisory board members, with the exception of not more than one person, shall be independent within the meaning of best practice provision III.2.2." The Supervisory Board has two members who are not independent within the meaning of best practice provision III.2.2. These members have been nominated by Aviva. Pursuant to the Strategic Investment Agreement, Aviva is entitled to nominate and propose replacements for two Supervisory Board members. Aviva's right to nominate two Supervisory Board members and to nominate and propose replacements for them will lapse in accordance with the following provisions of the Strategic Investment Agreement:

- if Aviva directly or indirectly holds less than 35% of the shares in Delta Lloyd excluding the protective preference shares, Aviva is entitled to have one Supervisory Board member; and

- if Aviva directly or indirectly holds less than 15% of the shares in Delta Lloyd excluding the protective preference shares, Aviva will no longer be entitled to have any Supervisory Board member.

The Supervisory Board members appointed by Aviva, even if not independent, are obliged to perform their tasks in the best interests of Delta Lloyd.

Best practice provision III 3.5: "A person may be appointed to the supervisory board for a maximum of three 4-year terms." Mr. Kottman was appointed as member of the Supervisory Board in 1999. For reasons of continuity, Mr. Kottman's current term will expire in 2013.

Principle V.2: "The remuneration of the external auditor, and instructions to the external auditor to provide non-audit services, shall be approved by the supervisory board on the recommendation of the audit committee and after consultation with the management board." The Group has implemented an audit charter that specifies when an external auditor may be assigned to provide non-audit services to the Group. This audit charter has been approved by the Audit Committee.

AUDIT COMMITTEE

Subject to the collective responsibility of the Supervisory Board, the Audit Committee is charged with supervising the Executive Board with respect to: (i) the operation of the internal risk management and control systems; (ii) the provision of financial information by Delta Lloyd; (iii) the level of follow-up on the observations and recommendations of the internal audit services and the external auditor; (iv) the scope of operation and functioning of the internal audit services; (v) Delta Lloyd's tax planning policy; (vi) the state of the relationship with the external auditor; (vii) the financing of Delta Lloyd; and (viii) the application of ICT. The Audit Committee advises the Supervisory Board on such matters as financial reporting, internal risk management and control systems, the role and functioning of internal auditing, and the application of ICT.

The Audit Committee meets at least four times a year and at least one of its meetings relates to the closing of the financial year and the preparation of the financial statements and annual report.

The Audit Committee consists of four members: Jan Haars (chairman), Jan Holsboer, Patrick Regan and Fieke van der Lecq.

SHARE CAPITAL AND MAJOR SHAREHOLDERS

The authorised share capital of Delta Lloyd amounts to €150,000,000, divided into:

- 360,000,000 ordinary shares with a nominal value of €0.20 each;
- 15,000,000 preference shares A with a nominal value of €0.20 each; and
- 375,000,000 protective preference shares with a nominal value of €0.20 each.

All shares are registered shares and no share certificates will be issued. Each shareholder is entitled to cast one vote per share held. The rights of shareholders are contained in the articles of association.

The Group’s issued share capital outstanding as at the date of this Prospectus is divided into ordinary shares, preference shares A and protective preference shares. Over 57% of Delta Lloyd Group’s ordinary shares are held by London-based Aviva plc. Fonds NutsOhra owns all outstanding 13,021,495 preference shares A. The Preference Shares A are convertible into ordinary shares. The conditions of conversion were determined upon the first issuance of the Preference Shares A and are set out in a convertible loan agreement dated 22 December 1999 between Fonds NutsOhra and the Group, as amended per 16 October 2009. A Foundation, Stichting Continuïteit Delta Lloyd has a call option on all protective preference shares. When exercising the

call option, Stichting Continuïteit Delta Lloyd is entitled to acquire protective preference shares up to a maximum that is equal to 100% of Delta Lloyd's total issued and outstanding share capital, minus one share, which will entitle it to 49.9% of the voting rights after issuance.

	Capital and voting rights at			
	Ordinary shares	%	Voting rights	%
Aviva	96,488,795	57.6	96,488,795	53.9
Fonds NutsOhra	-	-	13,021,495	7.3
Free Float	69,408,485	41.4	69,408,485	38.8
Own purchased shares	1,650,000	1.0	-	-
Total	167,547,280	100.0	178,918,775	100.0

According to the shareholder notifications in the AFM major shareholder register, Aviva, Fonds NutsOhra and Mr. D. Einhorn are each a shareholder with a substantial interest (*substantiële deelneming*, a holding of at least 5 per cent. of the share capital or voting rights) in Delta Lloyd. According to the aforementioned register, the capital and voting interest of Aviva and Fonds NutsOhra attached to Delta Lloyd's share capital was 54.02 per cent. and 7.89 per cent. as at 31 December 2009, respectively. As per 7 May 2010 Mr. D. Einhorn has an indirect substantial interest of 5.0 per cent. of the share capital and voting rights of Delta Lloyd.

Neither Aviva nor Fonds NutsOhra nor Mr. D. Einhorn has specific voting rights. Immediately prior to the IPO, the Group and Aviva entered into a Strategic Investment Agreement which will be discussed in more detail under *Material Contracts* below.

LITIGATION

Swiss Life Belgium

On 4 May 2006, Swiss Life Belgium was indicted in Belgium for violation of the Belgian Consumer Credit Act and the Trade Practices Act in relation to the alleged mis-selling of investment products by Spaar Select. The case also has a civil action component and as of today about 150 people have brought claims. The total amount of damages sought cannot be estimated at this stage. The civil case is stayed pending resolution of the criminal case.

Swiss Life Belgium was acquired from SNS Reaal in July 2008 and subsequently merged into the Group on 1 January 2009. On 7 May 2009, the criminal case against Delta Lloyd Life (Belgium), as successor to Swiss Life Belgium, was dismissed. The public prosecutor, as well as the civil parties, appealed this decision. Meanwhile, their appeals have been dealt with by the Chamber of Indictment which has decided, in a decision of 28 June 2010, not to uphold the dismissal. Consequently, Delta Lloyd Life (Belgium) has been committed for trial by the correctional court. This court will now have to decide whether the violation of the Belgian Consumer Credit Act and the Trade Practices Act are established. The case has not been scheduled for hearing yet.

Delta Lloyd Life (Belgium) is of the opinion that it has arguments to avoid a criminal conviction. However, in the event that the correctional court decides that there has been violation of the Consumer Credit Act or the Trade Practices Act, a fine may be imposed. In this hypothesis, the correctional court may also award damages to the civil parties. The amount of damages cannot be estimated at this stage. Moreover, as a consequence of the conviction by the correctional court, the CBFA may impose certain sanctions on Delta Lloyd Life (Belgium), including fines.

Most of the civil parties have also introduced civil actions before the civil courts on the same grounds as in the criminal case. These civil actions are, however, suspended until the outcome of the criminal procedure. At this stage, the global amount of the claimed damages has not been detailed by the civil parties, and cannot be estimated by Delta Lloyd Belgium. Under the agreement with SNS Reaal regarding the sale and purchase

of the entire share capital of Swiss Life Belgium, SNS Reaal has provided a specific indemnity limited in time and amount for damages with respect to the Spaar Select matter.

Vereniging van Gepensioneerden Delta Lloyd Groep –Delta Lloyd and Stichting Pensioenfonds Delta Lloyd

Retired Group employees, represented by Vereniging van Gepensioneerden Delta Lloyd Groep have initiated proceedings against Delta Lloyd and the Group's pension fund for employees, Stichting Pensioenfonds Delta Lloyd before the sub-district court of Amsterdam. Delta Lloyd resolved to change the current unconditional indexation to a conditional indexation which depends solely on the investment results of the pension fund from 1 January 2011 and onwards. Vereniging van Gepensioneerden Delta Lloyd Groep claims that Delta Lloyd should guarantee an indefinite unconditional indexation of pensions.

On 27 January 2009, the sub-district court ruled in an interlocutory judgment that Delta Lloyd and Stichting Pensioenfonds Delta Lloyd has the right to change the unconditional indexation to a (investment-dependent) conditional indexation. However, the sub-district court required more information, in order to be able to decide whether the changes to the indexation policy should also apply to pensioners participating in vested pension plans, before giving final judgment. In the same interlocutory judgment, the court ruled that Delta Lloyd has satisfied the preconditions for the change of the indexation of pensions.

Delta Lloyd and Stichting Pensioenfonds Delta Lloyd provided the sub-district court with the requested information on 10 March 2009, following which the retired employees responded. After several further information requests by the sub-district court, the sub-district court ruled its final judgment on 9 March 2010 in which all claims, except for two non-material ones, were rejected. Vereniging van Gepensioneerden Delta Lloyd Groep has lodged an appeal to this court ruling by means of a statement of appeal. Delta Lloyd and Stichting Pensionfonds Delta Lloyd will lodge their statement of defence on 14 September 2010.

If Delta Lloyd has to guarantee a prolonged unconditional indexation, the financial exposure is expected to be at most €125 million.

Boekhoorn – Cyrte, Botman and Delta Lloyd

On 9 May 2009, Mr. Boekhoorn initiated proceedings against Delta Lloyd, Cyrte and the chief executive officer of Cyrte, Mr. Botman. Mr. Boekhoorn claims that he was instructed to purchase shares in Telegraaf Media Groep by Mr. Botman, acting on behalf of Cyrte, and that Cyrte had agreed that Mr. Boekhoorn would have the opportunity to sell the Telegraaf Media Groep shares back to Cyrte at any time.

Mr. Boekhoorn is seeking specific performance of the alleged agreement regarding the opportunity to sell the Telegraaf Media Groep shares back to Cyrte, failing which he is seeking damages for the loss that he has allegedly suffered due to the decline in the value of the Telegraaf Media Groep shares (being an amount of up to €30 million as at 19 October 2009).

Cyrte, Mr. Botman and Delta Lloyd contest the allegations of Mr. Boekhoorn that there was a verbal agreement with Mr. Boekhoorn regarding the purchase of the Telegraaf Media Groep shares and the opportunity to sell the shares back to Cyrte. Mr. Boekhoorn has the burden of providing evidence to the contrary and to prove the alleged loss.

MATERIAL CONTRACTS

The following is a contract that is not entered into in the ordinary course of Delta Lloyd's business which could result in any member of the Group being under obligation or entitlement that is material to Delta Lloyd's ability to meet its obligations to Noteholders in respect of Notes being issued at the date of this Prospectus.

Strategic Investment Agreement

Immediately prior to the IPO, the Group and Aviva entered into a Strategic Investment Agreement. This agreement contains the terms and conditions on lock-up and orderly market arrangements, subject to which Aviva may reduce its shareholding in the Group over time following the offering. Furthermore, the Strategic Investment Agreement, which entered into effect on 3 November 2009, contains certain key issues with respect to the Group's corporate governance. The full text of the Strategic Investment Agreement is available on the Group's website (www.deltalloydgroep.com). The following is a summary of several important elements of the Strategic Investment Agreement:

Information and reporting

The Group has agreed to provide Aviva with certain financial information and other information which has been specified in the Strategic Investment Agreement to enable Aviva to satisfy its consolidation requirements and other, legal and regulatory requirements (including Aviva's tax, risk management and control procedures). The Group's requirement to comply with legal obligations concerning the content and timing of disclosure. The Group publishes its periodic financial reports on the same day as Aviva's report for the same period. Aviva has agreed not to use the information for any other purpose than to satisfy the applicable relevant requirements. The Group has agreed to implement processes and procedures aimed at enabling Aviva to certify its compliance with the Sarbanes Oxley legislation as long as Aviva holds more than 20% of the shares (excluding the protective preference shares). The Group has no additional reporting obligations to Aviva and the Sarbanes Oxley certifications will not give Aviva entitlement to any additional audits nor any rights of access to supporting records (with the exception of the annual attestation of, and report on, the Group's controls over financial reporting to be undertaken by the Group's external auditor).

Orderly market arrangements

After expiry of the lock-up period, which expired on 6 May 2010, Aviva and its affiliates may conduct a transfer of ordinary shares held by them in an orderly market manner to avoid a negative impact on the price of the ordinary shares as a result of such transfer. The Group will cooperate to a reasonable extent with Aviva to optimise the transfer of ordinary shares. Aviva will cooperate with the Group so that the latter's shareholder base is diversified and trading volumes and liquidity are enhanced.

After expiry of the lock-up period, Aviva, the selling shareholder and its affiliates may conduct a transfer of their ordinary shares by means of:

- trading in a regulated market up to 5% of the shares in the Group (excluding the protective preference shares) that are sold and transferred over a two-month period (Article 10.4 of the Strategic Investment Agreement);

- a fully-marketed offering, provided that this takes place only once every six months (Articles 10.5-10.8 of the Strategic Investment Agreement);

- a bought deal involving up to 10% of the shares in the Group (excluding the protective preference shares) (Article 10.9 of the Strategic Investment Agreement); and

- an accelerated bookbuild offering of up to 15% of the shares in the Group (excluding the protective preference shares) (Article 10.10 of the Strategic Investment Agreement).

These provisions shall terminate at the earlier of (i) five years following 6 November 2009, or (ii) when Aviva's economic interest in the Group falls below 20%. The orderly market arrangements as provided for in the Strategic Investment Agreement shall terminate if the Group is not willing to assist Aviva in preparing a fully-marketed offering of no less than 10% or €250 million of shares.

Aviva will not sell 5% or more of the ordinary shares to 'competitor strategic investors' as part of any one fully-marketed offering, a bought deal and/or accelerated bookbuild offering without the Group's prior consent. This provision shall terminate when Aviva's economic interest directly or indirectly falls below 10%. A 'competitor strategic investor' is defined in the Strategic Investment Agreement as: (i) a financial institution which has greater than €500 million of insurance premiums in the Dutch market, (ii) an insurance group with a market capitalisation over €5 billion and (iii) a publicly listed investment company with a stated intent of acquiring operational control of insurance groups. In the Strategic Investment Agreement, the Group and Aviva have agreed on a list containing the parties which have been identified as 'competitor strategic investors' immediately prior to the offering. The Group and Aviva have agreed to discuss and agree in good faith to an updated list of 'competitor strategic investors' every three months as from 6 November 2009.

Tag Along Right

If the Group effects a primary offering of its ordinary shares, Aviva has tag-along rights for an amount equivalent to 25% of the amount raised, or 10% of the total issued and outstanding ordinary shares, whichever is less. The tag-along right is the right for Aviva to offer an amount of ordinary shares held by it, proportionate to the relevant percentage alongside a primary offering effected by the Group.

Restriction on public bid

Aviva has undertaken not to make a public offer for the Group without the support of the Executive Board and the Supervisory Board. Furthermore, Aviva has undertaken not to do anything that would trigger Aviva having to make a mandatory offer for the Group, unless it has the support of the Executive Board and the Supervisory Board. Likewise, the Group will refrain from taking any action that would trigger Aviva having to make a mandatory offer for the Group.

Termination

Except for certain specific termination provisions, the provisions of the Strategic Investment Agreement shall terminate if and when Aviva, directly or indirectly, holds less than 15% of the shares in the Group (excluding the protective preference shares). The Strategic Investment Agreement may not be terminated other than as provided in the agreement.

DESCRIPTION OF DELTA LLOYD TREASURY B.V.

General

Delta Lloyd Treasury B.V. (**Delta Lloyd Treasury**) was incorporated under the laws of the Netherlands as a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) on 1 November 2006 and has its statutory seat in Amsterdam, The Netherlands. Delta Lloyd Treasury is registered at the Commercial Register of the Chamber of Commerce of Amsterdam (*Handelsregister van de Kamer van Koophandel en Fabrieken voor Amsterdam*) under 34259193. Delta Lloyd Treasury provides financial and administrative services for the benefit of the Group and funds administered by the Group and other parties. The registered office of Delta Lloyd Treasury is Amstelplein 6, 1096 BC Amsterdam, The Netherlands with telephone number +31 (0)20 594 92 29.

Pursuant to Article 3 of its articles of association, Delta Lloyd Treasury's objects and purposes are to perform any and all activities of financial or administrative nature for the benefit of the companies with which it forms a group and for the benefit of the funds incorporated or managed by the Group or third parties, including to invest and attract funds, to enter into currency and derivative transactions, to arrange for the use or the right to use tangible and intangible assets, to render administrative and financial services and to do all that is connected therewith or may be conducive thereto, as well as to participate in, to manage and to finance other enterprises and companies, to provide security for the debts of third parties and to do all that is connected therewith or may be conducive thereto, all to be interpreted in the broadest sense.

Share Capital

The authorised share capital of Delta Lloyd Treasury amounts to €90,000, of which €18,000 has been issued and is fully paid. The authorised share capital of Delta Lloyd Treasury is divided into 900 ordinary shares with a nominal value of €100. Delta Lloyd Treasury is a directly wholly-owned subsidiary of Delta Lloyd. The rights of Delta Lloyd as a shareholder are contained in Delta Lloyd Treasury's articles of association.

Management

As at the date of this Prospectus, the management board of Delta Lloyd Treasury, whose business address is Amstelplein 6, 1096 BC Amsterdam, The Netherlands is composed as follows:

A.H. (Alex) Otto	Director Mr. Otto is the CEO and CIO of Delta Lloyd Asset Management.
P.A. (Peter) Knoeff	Director Mr. Knoeff is the CFO of Delta Lloyd Asset Management.
F.J. (Frans) de Jong	Director Mr. De Jong is Group Treasurer Delta Lloyd.

Delta Lloyd Treasury is not aware of any potential conflicts between any duties of the members of the management board and their private interests and/or other duties.

Corporate Governance

As a company that is not listed on a government-recognised stock exchange, Delta Lloyd Treasury is not subject to and does not comply with the Dutch corporate governance code.

DESCRIPTION OF THE GUARANTEE

Delta Lloyd has issued a guarantee in respect of the debts of Delta Lloyd Treasury, which is in the form of a declaration in terms of Article 2:403 and following of the DCC (a **403 Declaration**). Copies of the 403 Declarations can be obtained from the Commercial Register of the Chamber of Commerce for Amsterdam.

The 403 Declaration constitutes a statement of joint and several liability governed by and construed in accordance with the laws of The Netherlands. A 403 Declaration is based on the Dutch company law provisions designed to enable subsidiaries of parent companies which publish consolidated annual accounts to obtain an exemption from the requirements to separately publish their own annual accounts. One of the conditions for obtaining such exemption is that a 403 Declaration is issued by the parent company and deposited with the Commercial Register of the Chamber of Commerce in the place where the subsidiary is established. The statutory provisions relating to 403 Declarations are contained in Article 2:403 and following of the DCC. A 403 Declaration is an unqualified statement by the parent company that the parent company is jointly and severally liable with the subsidiary for the debts of the subsidiary. The 403 Declaration set out above constitutes the legal, valid and binding obligation of Delta Lloyd enforceable in accordance with its terms. Thus, the effect of the issue and deposit by Delta Lloyd of its 403 Declaration is that Delta Lloyd and Delta Lloyd Treasury have become jointly and severally liable for all debts of Delta Lloyd Treasury arising from transactions entered into by Delta Lloyd Treasury after the date of the deposit. The liability of Delta Lloyd under the 403 Declaration is unconditional and not limited in amount, nor is it limited to certain specific types of debt. Delta Lloyd N.V. may revoke the 403 Declaration at any time.

If the 403 Declaration is revoked by Delta Lloyd N.V., the situation under Dutch law would be as follows:

(1) Delta Lloyd N.V. would remain liable in respect of Notes issued by Delta Lloyd Treasury B.V. prior to the effective date of revocation; and

(2) Delta Lloyd N.V. would not be liable for Notes issued by Delta Lloyd Treasury B.V. after the effective date of revocation.

The law of The Netherlands provides for one instance (i.e. the situation in which Delta Lloyd Treasury B.V. would no longer be a subsidiary or group company of Delta Lloyd N.V.) where revocation of the 403 Declaration is under certain conditions capable of releasing Delta Lloyd N.V. from all obligations under the 403 Declaration; however, in such event, there are elaborate statutory provisions to protect the rights of creditors of Delta Lloyd Treasury B.V. The 403 Declaration constitutes a statement of joint and several liability governed by and construed in accordance with the laws of The Netherlands.

SELECTED FINANCIAL INFORMATION

The selected financial information of the Group shown in the following tables includes:

- *information extracted without material adjustment from the Group's audited consolidated financial statements as at and for the years ended 31 December 2009 and 2008 prepared in accordance with IFRS and audited by Ernst & Young and incorporated by reference into this Prospectus;*

- *information derived from the Group's unaudited consolidated financial statements as at and for the six months ended 30 June 2010 and 2009 prepared in accordance with IAS 34 and reviewed by Ernst & Young – the unaudited financial statements include all adjustments (consisting of only normal recurring adjustments) necessary for a fair presentation of the interim results – the interim results are not necessarily indicative of results to be expected for a full year;*

- *information with respect to the Group's operational result, a non-GAAP measure, together with a reconciliation of operational result to the Group's IFRS result before tax from continuing operations, for the six months ended 30 June 2010 and 2009 and the years ended 31 December 2009 and 2008;*

- *information with respect to MCEV as at and for the six months ended 30 June 2010 and 2009 and the years ended 31 December 2009 and 2008; and*

- *other data and key ratios as at and for the six months ended 30 June 2010 and 2009 and the years ended 31 December 2009 and 2008.*

IFRS

	IFRS			
	Six months ended 30 June (unaudited)		Year ended 31 December	
	2010	2009	2009	2008
	(EUR million)			
Gross written premiums	2,891.7	2,766.8	5,064.7	5,911.2
Total income	5,557.8	3,046.1	8,050.0	7,108.6
Total expenses	4,529.7	2,701.4	8,258.0	7,313.0
Result before tax from continuing operations	1,028.1	344.8	-209.3	-204.3

	IFRS			
	As at 30 June (unaudited)		As at 31 December	
	2010	2009	2009	2008
	(EUR million)			
Total assets	69,543.7	63,023.3	65,980.0	63,202.8
Insurance liabilities	36,105.7	33,442.3	35,310.6	33,746.7
Liabilities for investment contracts	3,819.6	3,392.2	3,754.0	3,432.0
Borrowings	8,121.4	8,321.6	8,346.6	8,901.2
Shareholders' equity (net of minority interest)	4,557.6	3,795.2	3,891.7	3,149.7
Tangible shareholders equity (net of minority interest)[(1)]	4,226.3	3,462.7	3,560.4	2,816.8

[1] Tangible shareholders' equity net of minority interest (including 51% of ABN AMRO) comprises shareholders' capital and reserves minus goodwill.

	IFRS result before tax from continuing operations			
	Six months ended 30 June (unaudited)		Year ended 31 December	
	2010	2009	2009	2008
		(EUR million)		
Life insurance	989.0	400.7	-131.6	149.5
General insurance	110.6	8.6	136.8	25.2
Fund management	18.0	8.5	29.4	12.6
Banking	-5.9	-5.4	6.8	-162.7
Other[2]	-83.0	-67.6	-250.6	-228.8
Total	**1,028.1**	**344.8**	**-209.3**	**-204.3**

Operational Result

Operational result as presented by the Group is a non-GAAP financial measure and is not a measure of financial performance under IFRS. The Group presents operational result because it is less affected than IFRS measures of performance by short-term external market impacts, and thus in management's view provides a better basis for assessing trends in the operational performance of the Group over time. A key aspect of the calculation of operational result is that it represents the normalised long-term performance of the Group's investment portfolio by substituting long-term investment return for the actual IFRS investment result which is subject to short term volatility. Operational result should not be considered in isolation as an alternative to result before tax or other data presented in the Group's financial statements as indicators of financial performance. Because it is not determined in accordance with IFRS, operational result as presented by the Group may not be comparable to other similarly titled measures of performance of other companies.

	Operational result (unaudited)			
	Six months ended 30 June		Year ended 31 December	
	2010	2009	2009	2008
		(EUR million)		
Life insurance	172.2	187.0	344.1	264.1
General insurance	89.8	63.1	152.3	178.0
Fund management	11.9	9.6	35.6	21.5
Banking	10.2	5.9	22.4	-9.7
Other[3]	-25.8	-27.0	-13.4	1.0
Operational result before tax and minority interest	**258.3**	**238.6**	**541.0**	**454.7**
Illustrative tax[4]	-57.0	-60.9	-125.1	-105.5
Minority interest	-34.7	-19.1	-50.3	-41.2
Net operational result[5]	**166.6**	**158.6**	**365.6**	**308.1**

2 Other includes Group central costs and support services, as well as Amstelhuys (which is not consolidated with the Group's banking business line), together with any consolidation and elimination items.

3 Other includes Group central costs and support services, as well as Amstelhuys (which is not consolidated with the Group's banking business line), together with any consolidation and elimination items.

4 Represents taxation over the period using the statutory corporate tax rate of 25.5% in the Netherlands.

5 Net operational result is operational result after tax and minority interest, and is used in determining the Group's dividend pay-out.

	Operational result reconciliation with IFRS result[((unaudited)6)]			
	Six months ended 30 June		Year ended 31 December	
	2010	2009	2009	2008
		(EUR million)		
Operational result before tax and minority interest	**258.3**	**238.6**	**541.0**	**454.7**
- *Long-term investment return*[(7)]	-262.6	-266.9	-483.1	-551.7
+ *Actual return after profit sharing/interest accrual*[(8)]	1,075.5	-430.0	-256.5	475.3
+/- Fair value adjustments liabilities[(9)]	66.2	834.6	187.4	-367.5
+/- Non-operational items	-97.9	-11.9	-159.9	-215.1
+/- Operational result before tax and non-controlling interests from discontinued operations	-11.5	-19.7	-38	0.0
Result before tax from continuing operations	**1,028.1**	**344.8**	**-209.3**	**-204.3**

MCEV

Embedded value is a valuation approach which focuses on the value to shareholders of expected future distributable earnings arising from an insurance company's in-force business, allowing for the risks to shareholders arising from uncertainty in the timing and amount of expected future distributable earnings. Embedded value reporting also focuses on the analysis of movement in shareholder value during a specific reporting period (referred to herein as ***"analysis of movement"****), including the contribution arising from the sale of new business policies during a given reporting period. MCEV is a particular approach to embedded value where assets, liabilities and future cash flows are valued in line with market prices. This approach seeks to ensure that risks associated with the projected cash flows is calibrated to the market price for risk where this is reliably observable.*

The MCEV results in this Prospectus have been prepared by the Group. The Group's consulting actuaries, Towers Perrin have reviewed the methodology and assumptions used by the Group to calculate MCEV, together with the related disclosure in this Prospectus against the requirements of the MCEV Principles (as defined below). The MCEV of the Group has been calculated in accordance with the European Insurance CFO Forum Market-Consistent Embedded Value Principles published on 4 June 2008 (the ***MCEV Principles****) by the CFO Forum (which represents the chief financial officers of major insurers, including Aviva), except in certain circumstances.*

6 In reconciling operational result to result before tax, the Group subtracts the long-term investment return from the operational result, replacing it with the actual return made on the investment portfolio after profit sharing and interest accrual to the liabilities. These numbers may vary significantly as IFRS investment volatility is included in, and available-for-sale balance sheet movements are excluded from, this number. Fair value adjustment of the insurance liabilities as a result of the changes in the interest curve for valuation of these liabilities is excluded as are certain incidentals and expenses not included in the technical result.

7 Long-term investment represents an approximation of the long-term return which is earned for the shareholders by the Group's fund management business line and excludes temporary fluctuation attributable to economic variances.

8 Actual return after profit sharing/interest accrual is the actual return made on the Group's investment portfolio after profit sharing and interest accrual on liabilities. When calculating operational result, this actual return is replaced by the long-term investment return.

9 Fair value adjustment liabilities comprise the fair value adjustment of insurance liabilities as a result of the changes in the interest curve for valuation of these liabilities. This is not included in the operational result.

	MCEV			
	Six months ended 30 June		Year ended 31 December	
	2010	2009	2009	2008
			(EUR million)	
New business volumes (gross of minority interests) *PVNBP*[10]	1,878	2,050	4,050	5,121
New business value (gross of minority interests)[11]	15.1	16.8	31.1	-19.9
New business margins (PVNBP basis)	0.8%	0.8%	0.8%	-0.4%
Life MCEV[12] **(net of minority interests)**	4,840	4.090	3,976	3,245
Group MCEV[13] **(net of minority interests)**	5,336	4.141	4,495	3,479

Other Data and Key Ratios

The table below shows other data and key ratios for the Group for the six months ended 30 June 2010 and 2009 and for the years ended 31 December 2009 and 2008.

	Other data and key ratios (%)			
	Six months ended 30 June		Year ended 31 December	
	2010	2009	2009	2008
Assets under management[14]	71,606	66,257	67,799	61,212
Combined ratio	95.9%	99.1%	98.3%	96.5%
Operational Return on equity	8.6%	10.1%	11.6%	6.2%
Group solvency ratio (regulatory)[15]	178%	185%	201%	145%
Group solvency ratio (IFRS)[16]	301%	252%	256%	205%

10 PVNBP means present value of new regular premiums plus 100% of single premiums received during the period, calculated using assumptions consistent with those used to determine the value of new business.

11 New business value is typically calculated based on the economic assumptions at the start of the applicable quarter. Exceptions are immediate annuities that are calculated based on investment returns at the start of the month of sale, and large group single premium contracts that are priced at actual market rates. For all lines of business, new business value is calculated based on the non-economic assumptions at the end of the applicable reporting period

12 Life MCEV comprises the balance sheet value of covered business prepared on the MCEV basis as at the reporting date, which excludes non-covered business.

13 Group MCEV is a measure of the total consolidated value of the Group with covered life business included on an MCEV basis and non-covered business included, with the exception of general insurance businesses, on an unadjusted IFRS net asset value basis.

14 This is not an IFRS line item. Assets under management comprises all assets actively managed or administered by or on behalf of the Group including those funds managed by third parties.

15 Group solvency ratio (regulatory) presents the Group's capital position on a regulatory basis as required under the Dutch Financial Supervision Act.

16 Group solvency ratio (IFRS) presents the Group's capital position on an IFRS basis.

TAXATION

Prospective purchasers of Instruments are advised to consult their tax advisers as to the consequences, under the tax laws of the countries of their respective citizenship, residence or domicile, of a purchase of Instruments, including, but not limited to, the consequences of receipt of payments under the Instruments and their disposal or redemption.

Taxation in the Netherlands

General

The following summary outlines the principal Netherlands tax consequences of the acquisition, holding, settlement, redemption and disposal of the Instruments, but does not purport to be a comprehensive description of all Netherlands tax considerations in relation thereto. This summary is intended as general information only and each prospective investor should consult a professional tax adviser with respect to the tax consequences of an investment in the Instruments.

This summary is based on tax legislation, published case law, treaties, regulations and published policy, in each case as in force as of the date of this Prospectus, and does not take into account any developments or amendments thereof after that date whether or not such developments or amendments have retroactive effect.

This summary does not address the Netherlands tax consequences for:

(i) holders of Instruments holding a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in the relevant Issuer and holders of Instruments of whom a certain related person holds a substantial interest in the relevant Issuer. Generally speaking, a substantial interest in the relevant Issuer arises if a person, alone or, where such person is an individual, together with his or her partner (statutory defined term), directly or indirectly, holds (i) an interest of 5% or more of the total issued capital of the relevant Issuer or of 5% or more of the issued capital of a certain class of shares of the relevant Issuer, (ii) rights to acquire, directly or indirectly, such interest or (iii) certain profit sharing rights in the relevant Issuer;

(ii) investment institutions (*fiscale beleggingsinstellingen*); and

(iii) pension funds, exempt investment institutions (*vrijgestelde beleggingsinstellingen*) or other entities that are exempt from Netherlands corporate income tax.

This summary does not describe the consequences of the exchange or the conversion of the Instruments.

Where this summary refers to a holder of Instruments, such reference is restricted to a holder holding legal title to as well as an economic interest in such Instruments.

Withholding Tax

All payments made by the Issuers under the Instruments may be made free of withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein provided that the Instruments do not in fact function as equity of the Issuers within the meaning of article 10, paragraph 1, under d of the Netherlands corporate income tax act 1969 (*Wet op de vennootschapsbelasting 1969*).

Corporate and Individual Income Tax

(a) Residents of the Netherlands

If a holder is a resident or deemed to be a resident of the Netherlands for Netherlands tax purposes and is fully subject to Netherlands corporate income tax or is only subject to Netherlands corporate income tax in respect of an enterprise to which the Instruments are attributable, income derived from the Instruments and gains realised upon the redemption, settlement or disposal of the Instruments are generally taxable in the Netherlands (at up to a maximum rate of 25.5%).

If an individual holder is a resident or deemed to be a resident of the Netherlands for Netherlands tax purposes (including an individual holder who has opted to be taxed as a resident of the Netherlands), income derived from the Instruments and gains realised upon the redemption, settlement or disposal of the Instruments are taxable at the progressive rates (at up to a maximum rate of 52%) under the Netherlands income tax act 2001 (*Wet inkomstenbelasting 2001*), if:

(i) the holder is an entrepreneur (*ondernemer*) and has an enterprise to which the Instruments are attributable or the holder has, other than as a shareholder, a co-entitlement to the net worth of an enterprise (*medegerechtigde*), to which enterprise the Instruments are attributable; or

(ii) such income or gains qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*), which include the performance of activities with respect to the Instruments that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If neither condition (i) nor condition (ii) applies to the holder of the Instruments, taxable income with regard to the Instruments must be determined on the basis of a deemed return on income from savings and investments (*sparen en beleggen*), rather than on the basis of income actually received or gains actually realised. This deemed return on income from savings and investments has been fixed at a rate of 4% of the average of the individual's yield basis (*rendementsgrondslag*) at the beginning of the calendar year and the individual's yield basis at the end of the calendar year, insofar as the average exceeds a certain threshold. The average of the individual's yield basis is determined as the fair market value of certain qualifying assets held by the holder of the Instruments less the fair market value of certain qualifying liabilities on 1 January and 31 December, divided by two. The fair market value of the Instruments will be included as an asset in the individual's yield basis. The 4% deemed return on income from savings and investments will be taxed at a rate of 30%.

(b) Non-residents of the Netherlands

If a holder is not a resident nor is deemed to be a resident of the Netherlands for Netherlands tax purposes (or has not opted to be taxed as a resident of the Netherlands), such holder is not taxable in respect of income derived from the Instruments and gains realised upon the settlement, redemption or disposal of the Instruments, unless:

(i) the holder is not an individual and such holder (1) has an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or permanent representative the Instruments are attributable, or (2) is entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise, which is effectively managed in the Netherlands (other than by way of securities) and to which enterprise the Instruments are attributable.

This income is subject to Netherlands corporate income tax at up to a maximum rate of 25.5%.

(ii) the holder is an individual and such holder (1) has an enterprise or an interest in an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or permanent representative the Instruments are attributable, or (2) realises income or gains with respect to the Instruments that qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*) in the Netherlands, which activities include the performance of activities in the Netherlands with respect to the Instruments

which exceed regular, active portfolio management (*normaal, actief vermogensbeheer*), or (3) is entitled to a share in the profits of an enterprise which is effectively managed in the Netherlands (other than by way of securities) and to which enterprise the Instruments are attributable.

Income derived from the Instruments as specified under (1) and (2) is subject to individual income tax at up to a maximum rate of 52%. Income derived from a share in the profits as specified under (3) that is not already included under (1) or (2) will be taxed on the basis of a deemed return on income from savings and investments (as described above under "Residents of the Netherlands"). The fair market value of the share in the profits of the enterprise (which includes the Instruments) will be part of the individual's Netherlands yield basis.

Gift and Inheritance Tax

Dutch gift or inheritance taxes will not be levied on the occasion of the transfer of an Instrument by way of gift by, or on the death of, a holder of an Instrument, unless:

(i) the holder of an Instrument is, or is deemed to be, resident in The Netherlands for the purpose of the relevant provisions; or

(ii) the transfer is construed as an inheritance or gift made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in The Netherlands for the purpose of the relevant provisions.

Value Added Tax

In general, no value added tax will arise in respect of payments in consideration for the issue of the Instruments or in respect of a cash payment made under the Instruments, or in respect of a transfer of Instruments.

Other Taxes and Duties

No registration tax, customs duty, transfer tax, stamp duty or any other similar documentary tax or duty will be payable in the Netherlands by a holder in respect of or in connection with the subscription, issue, placement, allotment, delivery or transfer of the Instruments.

EU Savings Directive

Under EC Council Directive 2003/48/EC (the **Directive**) on the taxation of savings income, Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

On 15 September 2008 the European Commission issued a report to the Council of the European Union on the operation of the Directive, which included the Commission's advice on the need for changes to the Directive. On 13 November 2008 the European Commission published a more detailed proposal for amendments to the Directive, which included a number of suggested changes. The European Parliament approved an amended version of this proposal on 24 April 2009. If any of those proposed changes are made in relation to the Directive, they may amend or broaden the scope of the requirements described above.

SUBSCRIPTION AND SALE

The Dealers have, in a dealer agreement (the **Dealer Agreement**) dated 6 October 2010, agreed with the Issuers and the Guarantor a basis upon which they or any of them may from time to time agree to purchase Instruments. Any such agreement will extend to those matters stated under "*Summary of Provisions relating to the Notes while in Global Form*" and "*Terms and Conditions of the Notes/Capital Securities*". In the Dealer Agreement, each of the Issuers (failing which, the Guarantor) has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Instruments under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

United States

The Instruments have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Instruments are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

Until 40 days after the commencement of the offering of any Series of Instruments, an offer or sale of such Instruments within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Each issuance of Index Linked Notes or Dual Currency Notes shall be subject to such additional U.S. selling restrictions as the relevant Issuer and the relevant Dealer may agree as a term of the issuance and purchase of such Notes, which additional selling restrictions shall be set out in the applicable Final Terms.

Public Offer Selling Restriction under the Prospectus Directive

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the **Relevant Implementation Date**) it has not made and will not make an offer of Instruments which are the subject of the offering contemplated by this Prospectus as completed by the final terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Instruments to the public in that Relevant Member State:

(c) if the final terms in relation to the Instruments specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a **Non-exempt Offer**), following the date of publication of a prospectus in relation to such Instruments which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable;

(d) at any time to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;

(e) at any time to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000; and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts;

(f) at any time to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(g) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Instruments referred to in (a) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an **offer of Instruments to the public** in relation to any Instruments in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Instruments to be offered so as to enable an investor to decide to purchase or subscribe the Instruments, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression **Prospectus Directive** means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuers;

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Instruments in circumstances in which Section 21(1) of the FSMA does not apply to the Issuers or the Guarantor; and

(c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Instruments in, from or otherwise involving the United Kingdom.

The Netherlands

Pursuant to the Netherlands Savings Certificates Act (*Wet inzake spaarbewijzen* or the **Savings Certificates Act**) of 21 May 1985, any transfer or acceptance of Instruments which falls within the definition of savings certificates (*spaarbewijzen*) in the Savings Certificates Act is prohibited unless the transfer and acceptance is done through the mediation of either the Issuer or a member of Euronext Amsterdam N.V. The aforesaid

prohibition does not apply (i) to a transfer and acceptance by natural persons not acting in the course of their business of profession and (ii) to the issue of Instruments qualifying as savings certificates to the first holders thereof. If the Savings Certificates Act applies, certain identification requirements in relation to the issue of, transfer of, or payment on Instruments qualifying as savings certificates have to be complied with. The Savings Certificates Act is not applicable to the issue and trading of Instruments qualifying as savings certificates, if such Instruments are physically issued outside the Netherlands and are not immediately thereafter distributed within the Netherlands in the course of primary trading.

France

(a) **Offer to the public in France**

Each of the Dealers and the Issuers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has only made and will only make an offer of Instruments to the public (*appel public à l'épargne*) in France in the period beginning (i) when a prospectus in relation to those Instruments has been approved by the Autorité des marchés financiers (AMF), on the date of such publication or, (ii) when a prospectus has been approved by the competent authority of another Member State of the European Economic Area which has implemented the EU Prospectus Directive 2003/71/EC, on the date of notification of such approval to the AMF, and ending at the latest on the date which is 12 months after the date of approval of the Base Prospectus, all in accordance with articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and the *Règlement général* of the AMF.

(b) **Private placement in France**

Each of the Dealers and the Issuers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold and will not offer or sell, directly or indirectly, Instruments to the public in France, and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Instruments and such offers, sales and distributions have been and will be made in France only to (a) providers of investment services relating to portfolio management for the account of third parties, and/or (b) qualified investors (*investisseurs qualifiés*), other than individuals all as defined in, and in accordance with, articles L.411-1, L.411-2, D.411-1 of the French *Code monétaire et financier*.

General

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it will comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Instruments or possesses or distributes this Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Instruments under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuers, the Guarantor, nor any of the other Dealers shall have any responsibility therefor.

None of the Issuers, the Guarantor and the Dealers represents that Instruments may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer will be required to comply with such other restrictions as the relevant Issuer and the relevant Dealer shall agree and as shall be set out in the applicable Final Terms.

GENERAL INFORMATION

Authorisation

The establishment of the Programme and the issue of Instruments have been duly authorised by a resolution of (i) the Executive Board of Delta Lloyd dated 31 August 2010 and (ii) and the management board of Delta Lloyd Treasury on 8 September 2010.

Listing of Instruments

Application has been made to the AFM to approve this document as a base prospectus. Application has also been made to Euronext Amsterdam for the admission to listing on NYSE Euronext in Amsterdam for Instruments issued under the Programme up to the expiry of 12 months from the date of this Prospectus. Application may be made to the Luxembourg Stock Exchange for Instruments issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2004/39/EC).

Responsibility

Each of the Issuers and the Guarantor accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of each of the Issuers and the Guarantor (having taken all reasonable care to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Documents Available

For the period of 12 months following the date of this Prospectus, copies of the following documents (including English translations will, when published, be available for inspection from the registered office of Delta Lloyd and from the specified office of the Paying Agent for the time being in London:

(a) the articles of association (s*tatuten*) of Delta Lloyd and Delta Lloyd Treasury;

(b) the Prospectus in relation to the Programme, together with any amendments or supplements thereto and any document incorporated therein by reference;

(c) the Agency Agreement;

(d) the Dealer Agreement;

(e) the Trust Deed;

(f) the 403 Declaration;

(g) the most recent publicly available audited consolidated financial statements of Delta Lloyd beginning with such financial statements for the years ended 31 December 2008 and 2009 and any interim financial statements published subsequently; and

(h) any Final Terms.

Clearing Systems

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg and the Capital Securities have been accepted for clearance through Euroclear Netherlands, which are the entities in

charge of keeping the records. The appropriate Common Code and ISIN for each Tranche of Instruments allocated by Euroclear, Clearstream, Luxembourg and Euroclear Netherlands will be specified in the applicable Final Terms. If the Instruments are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium. The address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg. The address of Euroclear Netherlands is Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V., Herengracht 459-469, 1017 BS Amsterdam, The Netherlands.

Conditions for determining price

The price and amount of Instruments to be issued under the Programme will be determined by the relevant Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions.

Significant or Material Change

Save as disclosed in this Prospectus at pages 146 and 147 there has been no significant change in the financial or trading position of the Delta Lloyd Group since 31 December 2009.

There has been no material adverse change in the financial position or prospects of the Delta Lloyd Group since 31 December 2009.

Litigation

Save as disclosed in this Prospectus at pages 154 to 155 neither of the Issuers nor the Guarantor is involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuers or the Guarantor is aware) during the 12 months preceding the date of this Prospectus which may have or has had in the recent past significant effects on the financial position or profitability of the Issuers or the Delta Lloyd Group.

Auditors

The financial statements of Delta Lloyd for the financial years ended 31 December 2009 and 2008 have been audited by Ernst &Young Accountants LLP. The auditors of Ernst & Young Accountants LLP are members of the Koninklijk Nederlands Instituut van Registeraccountants (*NIVRA*), which is a member of International Federation of Accountants (IFAC). Ernst & Young Accountants LLP has issued an unqualified auditors' report on the financial statements for the financial year ended 31 December 2009 dated 3 March 2010 and an unqualified auditors' report on the financial statements for the financial year ended 31 December 2008 dated 24 February 2009.

The auditors' reports in respect of the financial years ended 31 December 2009 and 2008 incorporated by reference herein are included in the form and context in which they appear with the consent of Ernst & Young Accountants LLP, who have authorised the contents of these auditors' reports.

Post-issuance information

Save as set out in the Final Terms, neither of the Issuers nor the Guarantor does intend to provide any post-issuance information in relation to any issues of Instruments.

Dealers transacting with the Issuers

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services to each of the Issuers and its affiliates in the ordinary course of business.

ISSUERS

Delta Lloyd N.V.
Amstelplein 6
1096 BC Amsterdam
The Netherlands

Delta Lloyd Treasury B.V.
Amstelplein 6
1096 BC Amsterdam
The Netherlands

GUARANTOR

Delta Lloyd N.V.
Amstelplein 6
1096 BC Amsterdam
The Netherlands

TRUSTEE IN RESPECT OF CAPITAL SECURITIES

Amsterdamsch Trustee's Kantoor B.V.
Olympic Plaza
Fred Roeskestraat 123
1076 EE Amsterdam
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PRINCIPAL PAYING AGENT

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