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## PROSPECTUS

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*(incorporated in The Netherlands with its statutory seat in Amsterdam)*

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PROSPECTUS RELATING TO

**USD 15,000,000 CAPITAL PROTECTED NOTES**

**LINKED TO A BASKET OF THREE FUNDS AND FIVE CERTIFICATES**

**“OPPORTUNITY SELECTION NOTE”**

**ISSUE PRICE PER SECURITY: 100%**

No person has been authorised to give any information or to make any representations other than those contained in this Prospectus and, if given or made, such information or representations must not be relied upon as having been authorised by the Issuer. A discussion of principal risk factors that could affect Holders is contained in the section headed "Risk Factors Relating to the Securities" but this Prospectus does not describe all of the risks of an investment in the Securities.

Prospective purchasers of the USD 15,000,000 Capital Protected Notes linked to a basket of three funds and five certificates; “Opportunity Selection Note”, (the “**Securities**”) should ensure that they understand fully the nature of the Securities and the extent of their exposure to the risks associated with the Securities. The market price and / or value of the Securities may be volatile and holders of the Securities may not receive any return on the value of their investment. Prospective purchasers need to consider the suitability of an investment in the Securities in light of their own financial, fiscal, regulatory and other circumstances. Please refer, in particular, to the section “Risk Factors” in this Prospectus for a more complete explanation of the risks associated with an investment in the Securities.

This document, together with the Registration Document (as defined under “Document incorporated by reference” below), constitutes a Prospectus for the purposes of Article 5.3 of Directive 2003/71/EC (the “**Prospectus Directive**”).

ABN AMRO Bank N.V., acting through its London branch, (the “**Issuer**”) accepts responsibility for the information contained in this document. To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case) the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of

such information. Where information has been sourced from a third party, the Issuer confirms that this information has been accurately reproduced and that as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

This Prospectus is to be read in conjunction with all documents that are deemed to be incorporated therein by reference and shall be read and construed on the basis that such documents are incorporated in and form part of the Prospectus.

Application will be made to include the Securities for trading on the Regulated Market of Luxembourg Stock Exchange. References in this Prospectus to the Securities being “**listed**” (and all related references) shall mean that application will be made for the Securities to be admitted to trading on the Regulated Market of Luxembourg Stock Exchange. At the time of issue of this Prospectus the Securities have not been admitted for listing on any exchange.

The Issuer has not authorised the making or provision of any representation or information regarding the Issuer or the Securities. Neither the delivery of this document nor any information provided in the course of a transaction in the Securities shall, in any circumstances, be construed as a recommendation by the Issuer to enter into any transaction with respect to the Securities. Each prospective investor contemplating a purchase of the Securities should make its own independent investigation of the risks associated with a transaction involving the Securities.

An investment in the Securities is only suitable for investors who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom.

The delivery of this document does not at any time imply that there has been no change in the affairs of the Issuer since the date of this Prospectus. The Issuer does not intend to provide any post-issuance information.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Prospectus or any document incorporated by reference herein or therein, or any other information supplied in connection with the Securities and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer.

The Issuer does not represent that this document may be lawfully distributed, or that Securities may be lawfully offered, in compliance with any applicable registration or other requirements in any 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 Issuer, which would permit a public offering of the Securities or distribution of this document in any jurisdiction where action for that purpose is required, save in Germany, Luxembourg and Austria where this Prospectus will be notified to the competent local authority in accordance with the Prospectus Directive. Accordingly, the Securities may not be offered or sold, directly or indirectly, and neither this Prospectus, together with its attachments (if any), 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 and the Issuer has represented that all offers and sales by them will be made on the same terms. For a description of certain restrictions on offers, sales and deliveries of Securities and the distribution of this document and other offering material relating to the Securities please refer to “**Selling Restrictions**” in this Prospectus.

The distribution of this document and the offer or sale of the Securities in certain jurisdictions may be restricted by law. Persons into whose possession this document comes are required by the Issuer to inform themselves about, and to observe, any such restrictions. For a further description of certain restrictions on the offering and sale of the Securities and on distribution of this document, see the section headed “Selling Restrictions” below.

All references to “**EUR**” in this Prospectus refer to the currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended.

**ABN AMRO BANK N.V., acting through its London Branch**

**ISIN: XS0317963857**

The date of this Prospectus is 24 September 2007

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## SUMMARY

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*This summary must be read as an introduction to this Prospectus and any decision to invest in the Securities should be based on a consideration of this Prospectus as a whole, including the documents incorporated by reference. No civil liability attaches to the Issuer in respect of this Summary, including any translation thereof, 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 (an “EEA State”), the plaintiff may, under the national legislation of the EEA 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 elsewhere in this Prospectus shall have the same meanings in this summary.

**Issuer:**

ABN AMRO Bank N.V., acting through its London Branch of 250 Bishopsgate, London, EC2M 4AA.

The Issuer is a subsidiary of ABN AMRO Holding N.V. ("**Holding**"). The ABN AMRO group ("**ABN AMRO**"), which consists of Holding and its subsidiaries, is a prominent international banking group offering a wide range of banking products and financial services on a global basis through a network of 4,500 offices and branches in more than 53 countries and territories and, as at 31 December 2006, had 105,000 full time staff. ABN AMRO is one of the largest banking groups in the world, with total consolidated assets of €87.1 billion at 31 December 2006. ABN AMRO is the largest banking group in The Netherlands and has a substantial presence in Brazil and the Midwestern United States. It is one of the largest foreign banking groups in the United States, based on total assets held as of 30 June 2006. Holding is listed on Euronext Amsterdam and the New York Stock Exchange.

For further information on the Issuer and Holding please refer to the Registration Document (as defined under “Document

incorporated by reference” below) or [www.abnamro.com](http://www.abnamro.com).

**Securities:** USD 15,000,000 Capital Protected Notes linked to a basket of three funds and five certificates; “Opportunity Selection Note”

**Description of the Securities:** The Securities are non-interest bearing, cash settled capital protected notes linked to a basket of three funds and five certificates and mature on 5 September 2012. The Conditions applicable to the Securities are contained in the General Conditions and the Product Conditions set out in this Prospectus. The Securities constitute unsecured and unsubordinated obligations of the Issuer and rank *pari passu* among themselves and with all other present and future unsecured and unsubordinated obligations of the Issuer save for those preferred by mandatory provisions of law.

The minimum redemption amount at maturity of the Securities will be 100 per cent. of their Nominal Amount (the “**Protected Amount**”). The actual redemption amount of the Securities may be higher depending on the performance of the Basket (as more particularly described below under “Cash Amount”). The Protected Amount is not at risk if the Securities are held to maturity, subject to credit risk on the Issuer.

**ISIN:** XS0317963857

**Common Code:** 31796385

**Principal Agent and Calculation Agent:** ABN AMRO Bank N.V., acting through its London branch of 250 Bishopsgate, London, EC2M 4AA.

**Listing:** Application will be made for the Securities to be listed on the Regulated Market of Luxembourg Stock Exchange on 1 October 2007.

**Secondary Market:** From the Issue Date and subject to market disruption and the minimum trading size, the Issuer intends to repurchase or allow further subscriptions in the Securities on each Business Day prior to the Maturity Date at a value to be determined by

the Issuer incorporating a bid/offer spread of 1% (for repurchase orders such value minus a redemption fee of 2.8% of the Nominal Amount for the first twelve months after the Issue Date (the “**Early Redemption Fee**”)).

**Issue Size:** USD 15,000,000

**Issue Date:** 31 August 2007. The Securities have already been offered to a limited number of selected investors on a private placement basis prior to the Issue Date.

**Nominal Amount:** USD 1,000 per Security

**Issue Price per Security:** 100% of the Nominal Amount

**Maturity Date:** 5 September 2012

**Cash Amount:** The Securities offer a minimum redemption of 100% of the Nominal Amount on the Maturity Date plus an additional amount equal to 71% of the performance of the Basket if such performance is greater than zero.

**Interest:** The Securities bear no interest and no payment shall be made on account thereof.

**Risk Factors:** There are certain factors that may affect the Issuer's ability to fulfil its obligations under the Securities, including the fact that the Issuer's results can be adversely affected by: (i) general economic conditions and other business conditions; (ii) competition; (iii) regulatory change; and (iv) standard banking risks including changes in interest and foreign exchange rates and operational, credit, market, liquidity and legal risks, see “Risk Factors” in the Registration Document (as defined below). In addition, there are certain factors which are material for the purpose of assessing the market risks associated with the Securities, see “Risk Factors” in this Prospectus.

**Underlying:** A basket made up of Funds and Certificates as more particularly described in Annex 1 to the Product Conditions - “Information relating to the Basket Constituents”.

**General Conditions** Set out below is a summary of certain significant provisions

of the General Conditions applicable to the Securities.

*Status of the Securities:*

The Securities constitute unsecured and unsubordinated obligations of the Issuer and rank pari passu among themselves and with all other present and future unsecured and unsubordinated obligations of the Issuer save for those preferred by mandatory provisions of law.

*Early Termination:*

The Issuer may terminate any Securities if it shall have determined in its absolute discretion that for reasons beyond its control its performance thereunder shall have become unlawful in whole or in part as a result of compliance in good faith by the Issuer with any applicable law. In such circumstances the Issuer will, to the extent permitted by law, pay to each Holder in respect of each Security held by such Holder an amount calculated by it as the fair market value of the Security immediately prior to such termination (ignoring such illegality) less the cost to the Issuer of unwinding any related hedging arrangements.

*Hedging Disruption:*

If a Hedging Disruption Event (as defined in General Condition 5) occurs, the Issuer will at its discretion: (i) terminate the Securities and pay to each Holder in respect of each Security held by such Holder an amount calculated by it as the fair market value of the Security immediately prior to such termination less the cost to the Issuer of unwinding any related hedging arrangements; or (ii) make a good faith adjustment to the relevant reference asset as described in General Condition 5(c); or (iii) make any other adjustment to the Conditions as it considers appropriate in order to maintain the theoretical value of the Securities after adjusting for the relevant Hedging Disruption Event.

*Substitution:*

The Issuer may at any time, without the consent of the Holders substitute for itself as principal obligor under the Securities any company, being any subsidiary or affiliate of the Issuer, subject to certain conditions including the obligations of the substitute issuer under the Securities being guaranteed by Holding (unless Holding is the Substitute).



<i>Taxation:</i>	The Holder (and not the Issuer) shall be liable for and/or pay any tax, duty or charge in connection with, the ownership of and/or any transfer, payment or delivery in respect of the Securities held by such Holder. The Issuer shall have the right, but shall not be obliged, to withhold or deduct from any amount payable to any Holder such amount as shall be necessary to account for or to pay any such tax, duty, charge, withholding or other payment.
<b>Product Conditions:</b>	Set out below is a summary of certain significant provisions of the Product Conditions applicable to the Securities.
<i>Form of Securities:</i>	The Securities will be issued in global bearer form.
<i>Settlement of Securities:</i>	The Securities will be cash settled.
<i>Market Disruption Events:</i>	If a Market Disruption Event occurs Holders of the Securities may experience a delay in settlement and the cash price paid on settlement may be adversely affected. Market Disruption Events are defined in Product Condition 4 a).
<i>Fund Disruption Events:</i>	If a Fund Disruption Event occurs, the Calculation Agent will account for such occurrence as it sees fit which may include but is not limited to delaying calculation of the Reference Price of the Fund or making the appropriate adjustment to the calculation of the Reference Price of the Fund. Fund Disruption Events are defined in Product Condition 4 b).
<i>Fund Adjustment Events:</i>	If a Fund Adjustment Event occurs, the Calculation Agent will determine the adjustment to be made to the Fund and/or the Reference Price of the Fund. Such adjustment may include but is not limited to the postponement of the calculation of the Reference Price of the Fund or the exclusion or replacement of the Fund to account for such event. Fund Adjustment Events are defined in Product Condition 4 c).
<i>Adjustment to Basket Constituents:</i>	If a De-Listing (as defined in Product Condition 4 e)) occurs with respect to a listed Basket Constituent or a Basket Constituent is for any reason cancelled or ceases to exist, the Calculation Agent may determine in its sole discretion to

either replace the de-listed or cancelled Basket Constituent or make such other adjustments to the Conditions as the Calculation Agent see fit, acting in its absolute discretion.

*Governing Law:*

English law.

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## RISK FACTORS

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*The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Securities. Most of these factors are contingencies which may or may not occur and the Issuer is not 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 Securities issued are also described below.*

*The Issuer believes that the factors described below represent the principal risks inherent in investing in Securities issued, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Securities, or to perform any delivery obligations in relation to the Securities, may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Securities are exhaustive. 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.*

*Before making an investment decision with respect to any Securities, prospective investors should consult their own stockbroker, bank manager, lawyer, accountant or other financial, legal and tax advisers and carefully review the risks entailed by an investment in the Securities and consider such an investment decision in the light of the prospective investor's personal circumstances.*

*Words and expressions defined elsewhere in this Prospectus shall have the same meaning in this section.*

### **Part A –Risk Factors relating to the Securities**

#### **Factors that may affect the Issuer's ability to fulfil its obligations under Securities issued**

Each potential investor in the Securities should refer to the Risk Factors section of the Registration Document (as defined below) incorporated by reference in this Prospectus for a description of those factors which may affect the Issuer's ability to fulfil its obligations under the Securities.

#### **Factors which are material for the purpose of assessing the market risks associated with the Securities**

##### ***The Securities may not be a suitable investment for all investors***

Each potential investor in the Securities 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 Securities, the merits and risks of investing in the Securities and the information contained or incorporated by reference in this Prospectus;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Securities and the impact the Securities 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 Securities, including Securities 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 Securities 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.

The Securities 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 the Securities unless it has the expertise (either alone or with a financial adviser) to evaluate how the Securities will perform under changing conditions, the resulting effects on the value of the Securities and the impact this investment will have on the potential investor's overall investment portfolio.

***The Securities are notes which are linked to the value of a Basket of three Funds and five Certificates which entail particular risks***

The Securities are investment instruments which do not pay interest and which entitle their holder (the "**Holder**") to receive the Cash Amount (as defined in the Product Conditions) from the Issuer on the Maturity Date, subject to early termination by the Issuer. The extent to which, if any, the Cash Amount will exceed the nominal amount of the Securities is determined by reference to 71% of the potential positive performance of the Basket.

The prices of the Basket Constituents may be volatile. The value of the Securities may move up and down between the date purchased and the Maturity Date. Several factors, many of which are beyond the Issuer's control, will influence the value of the Securities at any time, including the following:

- (a) *Valuation of the Basket Constituents.* The market price of the Securities at any time is expected to be affected primarily by changes in the value of the Basket. It is impossible to

predict how the value of the Basket Constituents will vary over time. Factors which may have an affect on the value of the Basket Constituents include the rate of return of the Basket Constituents and the financial position and prospects of the issuers of those securities which comprise the Basket. In addition, the level of the Basket may depend on a number of interrelated factors, including economic, financial and political events and their effect on the capital markets generally and relevant stock exchanges. Further, where no market value is available for any of the Basket Constituents, the Calculation Agent may determine its value to be zero notwithstanding the fact that there may be no Market Disruption Event and/or Fund Disruption Event and/or Fund Adjustment Event which apply.

- (b) *Interest Rates.* Investments in the Securities may involve interest rate risk with respect to the currency of denomination of the Basket Constituents and/or the Securities. A variety of factors influence interest rates such as macro economic, governmental, speculative and market sentiment factors. Such fluctuations may have an impact on the value of the Securities at any time prior to valuation of the Basket Constituents.
- (c) *Volatility.* The term “volatility” refers to the actual and anticipated frequency and magnitude of changes of the market price with respect to the Basket Constituents. Volatility is affected by a number of factors such as macro economic factors, speculative trading and supply and demand in the options, futures and other derivatives markets. Volatility of the Basket Constituents will move up and down over time (sometimes more sharply than others).
- (d) *Exchange Rates.* Even where payments in respect of the Securities are not expressly linked to a rate or rates of exchange between currencies, the value of the Securities could, in certain circumstances, be affected by such factors as fluctuations in the rates of exchange between any currency in which any payment in respect of the Securities is to be made and any currency in which the Basket Constituents are traded, appreciation or depreciation of any such currencies and any existing or future governmental or other restrictions on the exchangeability of such currencies. There can be no assurance that rates of exchange between any relevant currencies which are current rates at the date of issue of the Securities will be representative of the relevant rates of exchange used in computing the value of the Securities at any time thereafter.
- (e) *Disruption.* If so indicated in the Conditions, the Calculation Agent may determine that a Market Disruption Event and/or Fund Disruption Event has occurred or exists at a relevant time. Any such determination may affect the value of the Securities and/or may delay settlement in respect of the Securities.
- (f) *Creditworthiness.* Any person who purchases the Securities is relying upon the creditworthiness of the Issuer and of Holding (pursuant to its declaration under Article 2:403

of the Netherlands Civil Code) and has no rights against any other person. The Securities constitute general, unsecured, contractual obligations of the Issuer and of no other person. The Securities rank pari passu among themselves. If either the Issuer or Holding becomes unable for any reason to fulfil its obligations then the Holder may suffer a total loss of principal.

Some or all of these factors will influence the price at which the Holders will receive if they sell or redeem the Securities. The price at which a Holder will be able to sell Securities prior to their redemption may be at a potentially substantial discount to the market value of the Securities at the issue date depending upon the performance of the Basket at the time of sale.

***The Nominal Amount is only protected on the Maturity Date***

A redemption of the Securities equal to at least 100% of their Nominal Amount is only protected on the Maturity Date. The price at which a Holder will be able to sell the Securities prior to the Maturity Date may be at a potentially substantial discount to the market value of the Securities at the Issue Date depending upon the performance of the Basket at the time of sale (in which the Holder participates only with 71%). The same applies in the event of an early termination by the Issuer as set out in the Conditions.

***The participation in the performance of the Basket is limited to 71%***

Investors should be aware that they do not fully participate in a potential positive performance of the Basket. Their participation rate is limited to 71% of such performance and this limits the potential return of the Securities.

***There may not be a secondary market in the Securities***

Potential investors should be willing to hold the Securities through their life. The nature and extent of any secondary market in the Securities cannot be predicted. As a consequence any person intending to hold the Securities should consider liquidity in the Securities as a risk. If the Securities are listed or quoted on an exchange or quotation system this does not imply greater or lesser liquidity than if equivalent Securities were not so listed or quoted. However, if Securities are not listed or quoted there may be a lack of transparency with regard to pricing information. Liquidity may also be affected by legal restrictions on offers for sale in certain jurisdictions as well as by the liquidity of the Basket Constituents. The Issuer, subject to market disruption and the minimum trading size, intends to repurchase or allow further subscriptions in the Securities on each Business Day prior to the Maturity Date at a value to be determined by the Issuer incorporating a bid/offer spread of 1% (for repurchase orders such value minus a redemption fee of 2.8% of the Nominal Amount for the first twelve months after the Issue Date (the “**Early Redemption Fee**”). The Issuer may affect the liquidity of the

Securities by purchasing and holding the Securities for its own account during trading in the secondary market. Any such Securities may be resold at any time into the market.

***Purchasing the Securities as a hedge may not be effective***

Any person intending to use the Securities as a hedge instrument should recognise the correlation risk. The Securities may not be a perfect hedge to the Basket or a portfolio of which the Basket Constituents form a part. In addition, it may not be possible to liquidate the Securities at a level which directly reflects the price of the Basket.

***Holders have no ownership interest in any of the Basket Constituents***

The Securities constitute a notional investment in the Basket Constituents. This means that the Securities convey no ownership of the Basket Constituents. The Issuer may choose not to hold the Basket Constituents or any derivatives contracts linked to the Basket Constituents. There is no restriction through the issue of the Securities on the ability of the Issuer and/or its affiliates to sell, pledge or otherwise convey all right, title and interest in any Basket Constituent or any derivatives contracts linked to any Basket Constituent. Holders will not have voting rights or any other rights in the Basket Constituents. The Securities will be redeemed at the Cash Amount on the Maturity Date and Holders should be aware that they will not be entitled to receive physical delivery of the Basket Constituents at any time.

***Taxes may be payable by investors***

Potential purchasers and sellers of the Securities should be aware that they may be required to pay stamp taxes or other documentary charges in accordance with the laws and practices of the country where the Securities are transferred. Holders are subject to the provisions of General Condition 9 and payment and/or delivery of any amount due in respect of the Securities will be conditional upon the payment of any Expenses as provided in the Product Conditions.

Potential purchasers who are in any doubt as to their tax position should consult their own independent tax advisers. In addition, potential purchasers should be aware that tax regulations and their application by the relevant taxation authorities change from time to time. Accordingly, it is not possible to predict the precise tax treatment which will apply at any given time.

***No tax gross-up***

If payments on the Securities are or become subject to a withholding or deduction required by law on account of any present or future taxes, duties, assessments or governmental charges of whatever nature, therefore the Issuer will make the required withholding or deduction, as the case may be, and neither the Issuer nor the Paying Agent nor any other person shall pay any additional amounts to the Holders in respect of such withholding or deduction.

### ***The Securities may be terminated prior to their stated date***

If the Issuer determines that the performance of its obligations under the Securities has become illegal or impractical in whole or in part for any reason or the Issuer determines that it is no longer legal or practical for it to maintain its hedging arrangement with respect to the Securities, the Issuer may at its discretion and without obligation terminate the Securities early. If the Issuer terminates the Securities early, the Issuer will, if and to the extent permitted by applicable law, pay the holder of each such Security an amount determined by the Calculation Agent to be its fair market value less the cost to the Issuer of unwinding any underlying related hedging arrangements notwithstanding the illegality or impracticality.

Prospective investors should be aware that in the event of such early termination, the amount received by the Holders may be less than 100% of the Nominal Amount and Holders may sustain a partial or total loss of their investment.

### ***Risks associated with Securities held in global form***

The Securities will initially be held by or on behalf of one or more clearing systems specified in the Product Conditions (each a “**Relevant Clearing System**”), either in the form of a global Security which will be exchangeable for definitive Securities only in the event of the closure of all Relevant Clearing Systems or in dematerialised form depending on the rules of the Relevant Clearing System. For as long as any Securities are held by or on behalf of a Relevant Clearing System, payments of principal, interest (if any) and any other amounts will be made through the Relevant Clearing System, where required, against presentation or surrender (as the case may be) of any relevant global Security and, in the case of a temporary global Security in bearer form, certification as to non-U.S. beneficial ownership. The risk is that the bearer or the registered holder, as the case may be, of the relevant global Security, typically a depositary or a nominee for a depositary for the Relevant Clearing System, or, in the case of Securities in dematerialised form, the Relevant Clearing System and not the Holder itself, shall be treated by the Issuer and any paying agent as the sole holder of the relevant Securities with respect to the payment of principal, interest (if any) and any other amounts payable in respect of the Securities or any securities deliverable in respect of the Securities.

Securities which are held by or on behalf of a Relevant Clearing System will be transferable only in accordance with the rules and procedures for the time being of the Relevant Clearing System.

### ***Risk associated with nominee arrangements***

Where a nominee service provider (i.e. a bank or other institution through which the Holder holds its Securities) is used by an investor to hold Securities or such investor holds interests in any Security through accounts with a relevant clearing system, such investor will receive payments in respect of principal, interest, (if any) or any other amounts due, or securities deliverable, as applicable, solely on



the basis of the arrangements entered into by the investor with the relevant nominee service provider or clearing system, as the case may be. Furthermore, such investor must rely on the relevant nominee service provider or clearing system to distribute all payments or securities attributable to the relevant Securities which are received from the Issuer. Accordingly, such an investor will be exposed to the credit risk of, and default risk in respect of, the relevant nominee service provider or clearing system, as well as the Issuer.

In addition, such a Holder will only be able to sell any Securities held by it prior to their stated maturity date with the assistance of the relevant nominee service provider.

None of the Issuer or any Paying Agent shall be responsible for the acts or omissions of any relevant nominee service provider or clearing system nor makes any representation or warranty, express or implied, as to the service provided by any relevant nominee service provider or clearing system.

***There may be a change of law and jurisdiction***

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

Prospective investors should note that the courts of England and Wales shall have jurisdiction in respect of any disputes involving the Securities. Holders may, however, take any suit, action or proceedings arising out of or in connection with the Securities against the Issuer in any court of competent jurisdiction. English law may be materially different from the equivalent law in the home jurisdiction of prospective investors in its application to the Securities.

***Credit ratings may not reflect all risks***

One or more independent credit rating agencies may assign credit ratings to the Issuer or the Securities. 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 Securities. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

***The return on an investment in Securities will be affected by charges incurred by investors***

An investor's total return on an investment in the Securities will be affected by the level of fees charged by the nominee service provider and/or clearing system used by the investor. Such a person or institution may charge fees for the opening and operation of an investment account, transfers of the Securities, custody services and on payments of interest, principal and other amounts or delivery of securities. Potential investors are therefore advised to investigate the basis on which any such fees will be charged on the 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: (i) the Securities are legal investments for it; (ii) the Securities can be used as collateral for various types of borrowing; and (iii) other restrictions apply to its purchase or pledge of the Securities. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Securities under any applicable risk-based capital or similar rules.

## **Part B – Conflicts of Interest**

### ***Actions taken by the Calculation Agent may affect the Basket Constituents***

The Calculation Agent is the agent of the Issuer and not the agent of the Holders or any of them. The Issuer may itself act as the Calculation Agent. The Calculation Agent will make such adjustments as it considers appropriate as a consequence of certain corporate actions or adjustment events affecting the Basket Constituents. In making these adjustments the Calculation Agent is entitled to exercise substantial discretion and may be subject to conflicts of interest in exercising this discretion. The Calculation Agent is not required to make adjustments with respect to each and every corporate action or adjustment event. These decisions and their timing may affect the performance of the Basket as a whole and as such the potential return on the Securities. No penalties exist if parties fail to make decisions which would most enhance the performance of the Basket.

### ***Actions taken by the Issuer may affect the value of the Securities***

The Issuer and/or any of its affiliates may carry out activities that minimise its and/or their risks related to the Securities, including effecting transactions for their own account or for the account of their customers and hold long or short positions in the Basket Constituents whether for risk reduction purposes or otherwise. In addition, in connection with the offering of any Securities, the Issuer and/or any of its affiliates may enter into one or more hedging transactions with respect to the Basket Constituents. In connection with such hedging or market-making activities or with respect to proprietary or other trading activities by the Issuer and/or any of its affiliates, the Issuer and/or any of its affiliates may enter into transactions in the Basket Constituents which may affect the market price, liquidity or value of the Basket Constituents and/or the Securities and which could be deemed to be adverse to the interests of the Holders. The Issuer and/or its affiliates are likely to modify their hedging positions throughout the life of the Securities whether by effecting transactions in the Basket Constituents or in derivatives linked to the Basket Constituents. Further, it is possible that the advisory services which the Issuer and/or its affiliates provide in the ordinary course of its/their business could lead to an adverse impact on the value of the Basket.

### ***The Issuer is also the issuer of the five Certificates comprised in the Basket***

ABN AMRO Bank N.V. is not only the Issuer of the Securities but also the issuer of the five Certificates comprised in the Basket. It is also acting as calculation agent in relation to the Securities as well as the Certificates. Accordingly, ABN AMRO Bank N.V. is acting in several capacities with respect to the Securities and will be subject to significant conflicts of interest in performing its obligations. In its role as Calculation Agent ABN AMRO Bank N.V. has certain discretions that could influence the amount received on the Maturity Date of the Securities and therefore, in exercising such discretions, will have a conflict of interest with its role as issuer and its role as calculation agent. In particular, ABN AMRO Bank N.V. has a discretion to make adjustments to the

Securities if certain adjustment events occur and it may also make adjustments to the Certificates if certain adjustment events under the conditions of the Certificates occur. Any such decisions and their timing may affect the performance of the Basket as a whole and as such the potential return on the Securities.

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## DESCRIPTION OF THE SECURITIES AND THE BASKET

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*The following summary answers some questions that you might have regarding the securities, in general terms only. It does not contain all the information which may be important to you. You should read the General Conditions and Product Conditions and the summary together with the more detailed information contained in the remainder of the Prospectus. You should carefully consider, amongst other things, the risks set out in “Risk Factors relating to the Securities” above. In addition, we urge you to consult with your investment, legal, accounting, tax and other advisors with respect to any investment in the Securities. The information contained in this section is subject in its entirety to the General Conditions and the Product Conditions.*

### ***What are the Securities?***

The Securities are non-interest bearing notes issued by ABN AMRO Bank N.V., acting through its London branch. The Securities constitute unsecured and unsubordinated obligations of the Issuer and rank *pari passu* among themselves and with all other present and future unsecured and unsubordinated obligations of the Issuer save for those preferred by mandatory provisions of law

The Securities offer a minimum redemption of 100% of the Nominal Amount on the Maturity Date plus an additional amount equal to 71% of the performance of the Basket if such performance is greater than zero (as calculated in accordance with the definition in the Product Conditions).

### ***Who is ABN AMRO Bank N.V and what is its role***

ABN AMRO Bank N.V., acting through its London Branch, is the Issuer of the Securities. ABN AMRO Bank N.V. is a global banking group based in the Netherlands. For detailed information on the Issuer please see the Registration Document. Its credit rating is, as at the date hereof, Aa2 (Moody's Investor Services) and AA- (S&P).

ABN AMRO Bank N.V. is also the Calculation Agent and paying agent for the Securities (the “**Paying Agent**”). As Calculation Agent and Paying Agent for the Securities, ABN AMRO Bank N.V. monitors the risk, applies the rebalancing methodology in accordance with the Conditions and is responsible for all calculations, determinations and payments under the Securities. ABN AMRO Bank N.V. is also the Listing Agent in relation to listing the Securities on the Regulated Market of Luxembourg Stock Exchange.

On the Maturity Date, the Issuer will redeem your Securities by paying to you an amount equal to the Cash Amount.

As the Securities have a minimum payout of 100% of the Nominal Amount on the Maturity Date, the Issuer is also the entity which protects the payment on the Maturity Date of no less than the Nominal Amount.

***Where does my money go?***

The money is paid to the Issuer and used by the Issuer for its general corporate purposes. The issue price per Security is USD 1,000.

***How does the Basket link to the Securities?***

The Securities represents a notional investment in the Basket. The Basket comprises three Funds and five Certificates as more particularly described in Annex 1 to the Product Conditions - “Information relating to the Basket Constituents”. The Securities offer a minimum redemption of 100% of the Nominal Amount at maturity plus the potential for an additional amount equal to 71% of the performance of the Basket if such performance is greater than zero. The principal is not at risk if the Securities are held to maturity, subject to Issuer credit risk.

***What is the Basket?***

The Basket comprises three Funds and five Certificates as more particularly described in Annex 1 to the Product Conditions - “*Information relating to the Basket Constituents*”.

***Will I receive income?***

No, the Securities bear no interest and no payment shall be made on account thereof.

***Is there a limit on how much I can earn over the life of the Securities?***

There is no cap on the potential investment return. Prospective investors should, however, recognise that the Securities are only linked to 71% of the performance of the Basket. This will limit the rate of return which can be achieved under the Securities.

***How can I track the Basket?***

ABN AMRO will publish the latest value for the Securities as well as the level of the Basket on [www.abnamromarkets.com](http://www.abnamromarkets.com).

***Can I redeem early?***

There is no provision in the Securities for a Holder's early redemption. However, ABN AMRO Bank N.V., London branch will, on a best efforts basis, repurchase and re-offer the Securities prior to the Maturity Date in accordance with the guidelines set out under “*General Information - Information on the Offering of the Securities*”. In the event of an early redemption, the amount received by the Holder may be less than 100% of the Nominal Amount.

***What happens on the Maturity Date?***

The Securities will be redeemed on the Maturity Date at 100% of the Nominal Amount plus an additional amount equal to 71% of the performance of the Basket if such performance is greater than zero.

***What fees are there?***

Fees will be charged by each Fund comprised in the Basket as well as by ABN AMRO Bank N.V. in its capacity as issuer of the Certificates (as set out in the terms and conditions of the Certificates). Further information on such fees can be obtained from the sources set out in Annex 1 to the Product Conditions – *Information relating to the Basket Constituents*.

***How will the fees impact my investment?***

All the above fees will be deducted from the value of the Fund or Certificate as set out in the offering document relating to the respective Fund or Certificate. Therefore the fees will impact the return on your investment on the Maturity Date.

***Do I have any right to receive any of the assets in the portfolio comprised in the Index?***

No. The Securities are cash settled only.

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## DOCUMENT INCORPORATED BY REFERENCE

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The Issuer's registration document dated 29 June 2007 as supplemented on 10 July 2007 and 2 August 2007 (the “**Registration Document**”) prepared in accordance with Article 5(3) of the Prospectus Directive was published prior to the date of this Prospectus, has been approved by the Netherlands Authority for the Financial Markets (*Autoriteit Financiële Markten*) in its capacity as competent authority under The Act on Financial Supervision (*Wet op het financieel toezicht (Wft)*) (in such capacity, the “**Competent Authority**”) and shall be incorporated in, and form part of, this Prospectus, save that any statement contained in any document deemed to be incorporated in, and to form part of this Prospectus shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement subsequently incorporated by reference into this Prospectus differs from such earlier statement in a manner which modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

Copies of the Registration Document can be obtained from the registered office of the Issuer at Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands and on [www.abnamro.com](http://www.abnamro.com).



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## **USE OF ISSUE PROCEEDS**

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The gross proceeds of the issue of the Securities will be used by the Issuer for general corporate purposes.

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## **US PERSONS**

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The Securities may not be legally or beneficially owned by U.S. Persons at any time. Each Holder and each beneficial owner of a Security hereby represents, as a condition to purchasing or owning the Securities or any beneficial interest therein, that neither it nor any person for whose account or benefit the Securities are being purchased is located in the United States, is a U.S. Person or was solicited to purchase the Securities while present in the United States. Each Holder and each beneficial owner of a Security hereby agrees not to offer, sell or deliver any of the Securities, at any time, directly or indirectly in the U.S. or to any U.S. Person. The term "U.S. Person" will have the meaning ascribed to it in both Regulation S under the Securities Act and the Code.

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## TAXATION

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***Potential purchasers who are in any doubt about their tax position on purchase, ownership, transfer, exercise or non-exercise of any Security should consult their professional tax advisers.***

1. GENERAL

Purchasers of the Securities may be required to pay stamp taxes and other charges in accordance with the laws of practices of the country of purchase in addition to the issue or purchase price of each Security.

The Issuer shall not be liable for or otherwise obliged to pay any tax, duty or other payment which may arise as a result of the ownership, transfer or exercise of any Securities.

2. THE NETHERLANDS

The following paragraph, which is intended as a general guide only, is based on current law and practice in The Netherlands. It summarises certain aspects of taxation in The Netherlands only which may be applicable to the Securities but do not purport to be a comprehensive description of all tax considerations which may be of relevance.

All payments by the Issuer in respect of the Securities will be made free of withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld, or assessed by The Netherlands or any political subdivision or taxing authority thereof or therein, unless such withholding is, in the future, required by law.

3. GERMANY

The following is a general discussion of certain German withholding tax consequences of the acquisition and ownership of Securities. It does not purport to be a comprehensive description of all tax considerations that may be relevant to a decision to purchase Securities. It does not discuss any other tax consequences that may arise for German investors in Securities and is based on the assumption that the Securities cannot be characterised as a foreign investment fund unit (*ausländischer Investmentanteil*). In particular, the discussion does not consider any specific facts or circumstances that may apply to a particular purchaser or in the event of the Issuance of definitive Securities. This summary is based on the laws of Germany currently in force and as applied on the date of this Prospectus, which are subject to change, possibly with retroactive or retrospective effect.

If an investor who is a tax resident of Germany (i.e. persons whose residence, habitual abode, statutory seat, or place of effective management and control is located in Germany) holds the Securities since time of issuance or acquisition in a custodial account maintained with a German branch of a German or non-German bank or financial services institution (the "Disbursing Agent") such Disbursing Agent will generally withhold tax at a rate of 30 per cent. (plus solidarity surcharge at a rate of 5.5 per cent. thereon) from the difference between the redemption amount or proceeds from the disposition or assignment and the issue or purchase price of the Securities, respectively. If the Securities have not been kept in a custodial account with a Disbursing Agent since the time of issuance or acquisition, withholding tax of 30 per cent. (plus solidarity surcharge at a rate of 5.5 per cent. thereon) is applied to 30 per cent. of the amounts paid in partial or final redemption or of the proceeds from the disposition or assignment of the Securities, respectively.

Non-residents of Germany are, in general, exempt from German withholding tax and the solidarity surcharge thereon unless the Securities form part of the business property of a permanent establishment, including a permanent representative, or a fixed base maintained in Germany by the holder of the Securities. If in the latter case the Securities are held in a custodial account with a Disbursing Agent, withholding tax is levied as explained in the preceding paragraph. The withholding tax may be refunded based on an assessment to tax under applicable treaty law.

### **EU Savings Tax Directive**

Under EC Council Directive 2003/48/EC on the taxation of savings income (the Directive), member states are required, since 1st July, 2005, 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. However, for a transitional period, Belgium, 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 agreed to adopt similar measures (a withholding system in the case of Switzerland) with effect from the same date.

By legislative regulations dated 26th January, 2004, the Federal Government of Germany enacted provisions implementing the Directive into German law. These provisions apply since 1st July, 2005.

Holders of the Securities who are Individuals should note that the Issuer will not pay additional amounts with respect of any withholding tax imposed as a result of the Directive.

#### 4. AUSTRIA: TAX TREATMENT OF AUSTRIAN TAX RESIDENT INVESTORS

- 4.1 Pursuant to § 124b(85) of the Austrian Income Tax Act (*Einkommensteuergesetz; EStG*) § 27 Abs 2 Z 2 EStG (investment income) does not apply to certificates the income received thereunder exclusively depends on the development of a (synthetic or existing) reference portfolio (index) if such certificate was issued before 1 March 2004 and provides for legal or actual capital protection of not more than 20% of the investment. Income received from index certificates and similarly structured products that are issued on or after 1 March 2004 is, therefore, qualified as investment income (§ 27 EStG) for Austrian income tax purposes. According to the settled practice of Austrian tax authorities, § 124b Z 85 EStG may as well be applied to certificates under which the investor has a right for repayment of the investment and the amount of such repayment depends on the performance of single equities or other assets which, at their entirety, do not amount to an index (e.g., commodity-certificates; Austrian Federal Ministry of Finance (*Bundesministerium für Finanzen, BMF*), EStR 2000 para 6198a).

Any difference between the issue price and the repurchase price of the certificate at maturity due to the development of the reference-index is treated as interest (§ 27(2)(2) EStG) for Austrian income tax purposes. Equally, any positive difference due to the development of the reference-index which is realised upon the alienation of a certificate prior to maturity is treated as investment income.

- 4.2 Interest received by an investor resident in Austria for tax purposes is subject to Austrian income tax. In case of a private investor, income tax is levied at the time the interest is received, i.e. according to the settled practice of Austrian tax authorities at the end of the calculation period or upon the alienation of the certificate with respect to any difference amount realised at maturity or alienation. A private investor is not taxed on the increase in value of the certificate due to the positive development of the reference-index or the price of the certificate at the stock exchange.

If a certificate is held by a private investor resident in Austria for tax purposes and interest is paid by an Austrian coupon paying agent (generally the Austrian depository) capital withholding tax at a rate of 25% is triggered. For a private individual investor such capital withholding tax is final provided that the certificate is both legally and actually publicly offered (BMF, EStR 2000 para 7799). If such an investor's applicable average income tax rate is below 25%, the investor may file an income tax return including the interest income and apply for assessment of his income tax liability based on his income tax return. In the absence of an Austrian coupon paying agent the investor must file an income tax return and include

the interest received. Income tax will be levied at a special rate of 25% (§ 37(8) EStG; BMF, EStR 2000 para 7377a). A deduction of expenses that are directly economically connected to the certificates is not available.

If interest is realised upon alienation of the certificate prior to maturity or the end of the calculation period the seller will be taxed on a fraction of the interest accrued at the time the certificate is alienated. In order to avoid that this amount of interest is taxed again at maturity, the purchaser receives a tax credit in the amount of the tax paid by the seller. According to the settled practice of Austrian tax authorities such tax credit is capped at the amount the purchase price exceeds the issue price of the certificate.

4.3 Income from a certificate held as a business asset constitutes business income.

A corporation subject to unlimited corporate income tax liability in Austria receiving such income will be subject to Austrian corporate income tax at a rate of 25%.

Flat and final capital withholding tax at a rate of 25% is triggered if the certificate is held by an individual investor resident in Austria for tax purposes and the interest is paid by an Austrian coupon paying agent. In the absence of an Austrian coupon paying agent income tax at a special rate of 25% will be levied. A deduction of expenses that are directly economically connected to certificates the income received thereunder is subject to flat and final capital withholding tax or to the special income tax rate of 25% is not available.

4.4 According to Austrian tax authorities, the provisions for non-Austrian investment funds (§§ 42 et seq of the Austrian Investment Funds Act; *Investmentfondsgesetz*; InvFG) may apply to certificates issued by a non-Austrian issuer the repurchase price of which exclusively depends on the performance of a reference underlying (i.e., to index certificates). Such qualification of the index certificate as a unit in a non-Austrian investment fund may result in a different tax result for the investor.

An index certificate is, however, not qualified as a unit in a non-Austrian investment fund pursuant to §§ 42 et seq InvFG if the amount to be repaid at maturity exclusively depends on the development of the value of certain securities and neither the issuer nor a trustee nor a direct or indirect subsidiary of the issuer actually acquires the majority of the securities comprised by the index for the purposes of issuing the index certificates nor actively manages the assets comprised by the index (BMF, InvFR 2003 para 277).

5. AUSTRIA: TAX TREATMENT OF NON-AUSTRIAN TAX RESIDENT INVESTORS

Pursuant to § 98(5) of the Austrian Income Tax Act interest received under the certificates by a non-resident investor for tax purposes are basically not subject to Austrian income tax.

If the interest are paid by an Austrian coupon-paying agent, 25% withholding tax is triggered unless the non-Austrian resident investor proves his non-resident status for tax purposes to the Austrian coupon paying agent by presenting an official picture identification card. In addition, Austrian citizens or citizens of an Austrian neighbouring state have to provide a written declaration that they neither have a domicile nor their habitual place of abode in Austria. Further, the securities under which the interest is paid must be deposited with an Austrian bank (BMF, EStR 2000 Rz 7775 et seq). If the investor is not an individual, the coupon paying agent is discharged from its withholding obligation if the investor provides the coupon paying agent with an exemption declaration, the exemption declaration with the investor's tax identification number stated on it is forwarded to the competent tax office via the coupon paying agent and the securities are deposited with an Austrian credit institution (§ 94 Z 5 EStG).

Directive 2003/48/EC of 3 June 2003 was implemented into Austrian domestic law by the enactment of the Austrian EU-Source Tax Act (*EU-Quellensteuergesetz*; EU-QuStG). Accordingly, interest paid by an Austrian coupon-paying agent to an individual beneficial owner resident in another EU member state is subject to EU source tax at a rate of currently 15% (as of 1 July 2008: 20%; as of 1 July 2011: 35%). Interest within the meaning of the EU-QuStG are, among others, interest paid or credited to an account, relating to debt claims of every kind, whether or not secured by mortgage and whether or not carrying a right to participate in the debtor's profits, and, in particular, income from government securities and income from bonds or debentures, including premiums and prizes attaching to such securities, bonds or debentures.

An exemption from EU source taxation applies among others if the beneficial owner of the interest forwards to the Austrian paying agent documentation issued by the tax office where the tax payer is resident, stating (i) the beneficial owner's name, address and tax identification number (in the absence of a tax identification number the beneficial owner's date and place of birth), (ii) the paying agent's name and address (iii) the beneficial owner's address and account number or the security identification number. Further, EU source tax is not triggered if interest within the meaning of the EU-QuStG is paid to an institution within the meaning of § 4(2) EU-QuStG resident in another EU Member state and this institution agrees upon written request of the Austrian paying agent to enter into a simplified information exchange procedure with the Austrian paying agent.

Under securities the value of which depends directly on the value of a reference underlying and which provide for capital protection to the investor, any guaranteed interest or other consideration for the commitment of capital (minimum coupon, issuing discount, premium at maturity, etc) is qualified as interest within the meaning of the EU-QuStG. The qualification

of amounts that are not guaranteed depends on the underlying reference asset(s). If a certificate refers to funds, the income from the certificates is qualified as interest within the meaning of the EU-QuStG to the extent the income of the funds consists of interest payments within the meaning of the EU-QuStG (Information of the BMF dated 1 August 2005).

The above summary on the tax treatment of the Securities from an Austrian income tax perspective cannot substitute individual tax advice. Due to changes in the settled practice of Austrian tax authorities or Austrian case law, the tax treatment of alternative investments may, even retroactively, vary and lead to different results than those set out herein. There is no specific Austrian case law or other binding legal guideline available on the tax treatment of the present certificate.

## 6. LUXEMBOURG

The following summary is of a general nature and is included herein solely for information purposes. It is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. Prospective investors in the Securities should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy, impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. Also, please note that a reference to Luxembourg income tax encompasses corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*), a solidarity surcharge (*contribution au fonds de chômage*) as well as personal income tax (*impôt sur le revenu*) generally. Investors may further be subject to net wealth tax (*impôt sur la fortune*) as well as other duties, levies or taxes. Corporate income tax, municipal business tax as well as the solidarity surcharge invariably apply to most corporate taxpayers resident of Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

### **Withholding Tax - Non-resident holders of Securities**

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident holders of Securities, except where the Securities entitle to an interest which is dependent on the profits distributed by the

Issuer, nor on accrued but unpaid interest in respect of the Securities, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Securities held by non-resident holders of Securities.

However, under the Luxembourg laws of 21 June 2005 (the Laws), implementing the Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments and ratifying the treaties entered into by Luxembourg and certain dependent and associated territories of EU Member States (the Territories), payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to or for the immediate benefit of an individual beneficial owner or a residual entity, as defined by the Laws, which are resident of, or established in, an EU Member State (other than Luxembourg) or one of the Territories will be subject to a withholding tax unless the relevant recipient has adequately instructed the relevant paying agent to provide details of the relevant payments of interest or similar income to the fiscal authorities of his/her/its country of residence or establishment, or, in the case of an individual beneficial owner, has provided a tax certificate issued by the fiscal authorities of his/her country of residence in the required format to the relevant paying agent. Where withholding tax is applied, it will be levied at a rate of 15% during the first three-year period starting 1 July 2005, at a rate of 20% for the subsequent three-year period and at a rate of 35% thereafter. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the Securities coming within the scope of the Laws would at present be subject to withholding tax of 15%.

#### **Withholding Tax - Resident holders of Securities**

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Securities, except where the Securities entitle to an interest which is dependent on the profits distributed by the Issuer, nor on accrued but unpaid interest in respect of Securities, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Securities held by Luxembourg resident holders of Securities.

However, under the Luxembourg law of 23 December 2005 (the Law) payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to or for the immediate benefit of an individual beneficial owner who is resident of Luxembourg will be subject to a withholding tax of 10%. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the



Luxembourg paying agent. Payments of interest under the Securities coming within the scope of the Law would be subject to withholding tax of 10%.

### **Income Taxation - Non-resident holders of Securities**

A non-resident holder of Securities, not having a permanent establishment or fixed place of business in Luxembourg to which such Securities are attributable, is not subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Securities. A gain realised by such non-resident holder of Securities on the sale or disposal, in any form whatsoever, of the Securities is further not subject to Luxembourg income tax.

A non-resident corporate holder of Securities or an individual holder of Securities acting in the course of the management of a professional or business undertaking, who has a permanent establishment or fixed place of business in Luxembourg to which such Securities are attributable, is subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Securities and on any gains realised upon the sale or disposal, in any form whatsoever, of the Securities.

### **Income Taxation - Resident holders of Securities**

A corporate holder of Securities must include any interest accrued or received, any redemption premium or issue discount, as well as any gain realised on the sale or disposal, in any form whatsoever, of the Securities, in its taxable income for Luxembourg income tax assessment purposes. The same inclusion applies to an individual holder of Securities, acting in the course of the management of a professional or business undertaking.

A holder of Securities that is governed by the law of 31 July 1929, on pure holding companies, as amended, or by the laws of 30 March 1988 and 20 December 2002 on undertakings for collective investment, as amended, is neither subject to Luxembourg income tax in respect of interest accrued or received, any redemption premium or issue discount, nor on gains realised on the sale or disposal, in any form whatsoever, of the Securities.

An individual holder of Securities, acting in the course of the management of his/her private wealth, is subject to Luxembourg income tax in respect of interest received, redemption premiums or issue discounts, under the Securities, except if withholding tax has been levied on such payments in accordance with the Law. A gain realised by an individual holder of Securities, acting in the course of the management of his/her private wealth, upon the sale or disposal, in any form whatsoever, of Securities is not subject to Luxembourg income tax, provided this sale or disposal took place more than six months after the Securities were

acquired. However, any portion of such gain corresponding to accrued but unpaid interest income is subject to Luxembourg income tax.

### **Net Wealth Taxation**

A corporate holder of Securities, whether it is resident of Luxembourg for tax purposes or, if not, it maintains a permanent establishment or a fixed place of business in Luxembourg to which such Securities are attributable, is subject to Luxembourg wealth tax on such Securities, except if the holder of Securities is governed by the law of 31 July 1929 on pure holding companies, as amended, or by the laws of 30 March 1988 and 20 December 2002 on undertakings for collective investment, as amended, or is a securitisation company governed by the law of 22 March 2004 on securitisation, or a capital company governed by the law of 15 June 2004 on venture capital vehicles.

An individual holder of Securities, whether he/she is resident of Luxembourg or not, is not subject to Luxembourg wealth tax on such Securities.

### **Other Taxes**

Neither the issuance nor the transfer of Securities will give rise to any Luxembourg stamp duty, value added tax, issuance tax, registration tax, transfer tax or similar taxes or duties.

Where a holder of Securities is a resident of Luxembourg for tax purposes at the time of his/her death, the Securities are included in his/her taxable estate for inheritance tax assessment purposes.

Gift tax may be due on a gift or donation of Securities if embodied in a Luxembourg deed or recorded in Luxembourg.

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## SELLING RESTRICTIONS

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*The statements which follow are of a general nature. Potential purchasers in each jurisdiction must ensure that they are able validly to take delivery of the Securities and any assets into which they may convert or be settled. Additional certifications may be required by the Issuer and/or any clearance system at the time of exercise and/or settlement.*

1. GENERAL

No action has been or will be taken by the Issuer that would permit a public offering of the Securities or possession or distribution of any offering material in relation to the Securities in any jurisdiction where action for that purpose is required. No offers, sales or deliveries of any Securities, or distribution of any offering material relating to the Securities, may be made in or from any jurisdiction except in circumstances which will result in compliance with any applicable laws and regulations and will not impose any obligation on the Issuer.

2. EUROPEAN ECONOMIC AREA

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), the Issuer represents and agrees 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 Securities 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 Securities to the public in that Relevant Member State:

- (a) in (or in Germany, where the offer starts within) the period beginning on the date of publication of a prospectus in relation to those Securities 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, all in accordance with the Prospectus Directive and ending on the date which is 12 months after the date of such publication;
- (b) 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;
- (c) 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; or

- (d) at any time in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an “**offer of Securities to the public**” in relation to any Securities 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 Securities to be offered so as to enable an investor to decide to purchase or subscribe the Securities, 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.

### 3. THE NETHERLANDS

Securities which qualify as savings certificates as defined in the Savings Certificates Act (“*Wet inzake spaarbewijzen*”) may only be transferred or accepted through the mediation of either the Issuer or an admitted institution of Euronext Amsterdam N.V. with due observance of the Savings Certificates Act and its implementing regulations (including registration requirements), provided that no mediation is required in respect of:

- (a) the initial issue of those Securities to the first holders thereof;
- (b) any transfer and delivery by individuals who do not act in the conduct of a profession or trade; and
- (c) the issue and trading of those Securities, if they are physically issued outside The Netherlands and are not distributed in The Netherlands in the course of primary trading or immediately thereafter.

### 4. UNITED STATES OF AMERICA

The Securities have not been and will not be registered under the Securities Act of 1933 (as amended) (the “**Securities Act**”) and trading in the Securities has not been and will not be approved by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act of 1922. The Securities may not at any time be offered, sold, delivered, traded or exercised, directly or indirectly, in the United States or to, or for the account or benefit of, a U.S. person and a U.S. person may not, at any time, directly or indirectly, maintain a position in the Securities. Offers, sales, trading or deliveries of the Securities in the United States or to, or for the account or benefit of, U.S. persons may constitute a violation of the United States law governing commodities trading. Exercise of the Securities will be conditional upon certification as to non-U.S. beneficial ownership. Terms

used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Issuer will not offer, sell or deliver the Securities at any time within the United States or to, or for the account or benefit of, any U.S. person, and it will require all those dealers participating in the distribution of the Securities not to offer, sell, deliver or trade, at any time, directly or indirectly, any Securities in the United States or to, for the account or benefit of, any U.S. person. In addition, the Issuer will send to each dealer to which it sells Securities at any time a confirmation or other notice setting forth the restrictions on offers, sales and deliveries of the Securities in the United States or to, or for the account or benefit of, U.S. persons. As used in this and the above paragraph “**United States**” means the United States of America, its territories or possessions, any state of the United States, the District of Columbia or any other enclave of the United States government, its agencies or instrumentalities, and “**U.S. person**” means:

- (a) any person who is a U.S. person as defined in Regulation S under the Securities Act;
- (b) any person or entity other than one of the following:
  - (1) a natural person who is not a resident of the United States;
  - (2) a partnership, corporation or other entity, other than an entity organised principally for passive investment, organised under the laws of a jurisdiction other than the United States and which has its principal place of business in a jurisdiction other than the United States;
  - (3) an estate or trust, the income of which is not subject to United States income tax regardless of source;
  - (4) an entity organised principally for passive investment such as a pool, investment company or other similar entity, provided that units of participation in the entity held by U.S. persons represent in the aggregate less than 10 per cent. of the beneficial interest in the entity, and that such entity was not formed principally for the purpose of facilitating investment by U.S. persons; or
  - (5) a pension plan for the employees, officers or principals of an entity organised and with its principal place of business outside the United States.

## 5. UNITED KINGDOM

The Issuer represents, warrants and agrees that it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or

inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (the “**FSMA**”)) received by it in connection with the issue or sale of any Securities in circumstances in which section 21(1) of the FSMA would not, if the Issuer was not an authorised person, apply to the Issuer and it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Securities in, from or otherwise involving the United Kingdom.

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## GENERAL INFORMATION

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### **Authorisation**

The Issuer's managing board, in its capacity as the Issuer's representative, is responsible for issuing debt instruments. The Issuer's managing board has delegated the issue of debt instruments, including the Securities to Group Asset and Liability Committee pursuant to a resolution dated 17 December 2003. In addition, the issue of the Securities has been approved by the Issuer's supervisory board pursuant to a resolution dated 17 January 2007 and in accordance with the Issuer's articles of association. All consents, approvals, authorisations or other orders of all regulatory authorities required by the Issuer under the laws of the Netherlands have been given for the issue of the Securities.

### **Listing**

Application will be made to list the Securities on the Regulated Market of Luxembourg Stock Exchange on 1 October 2007.

### **Documents available**

For so long as the Securities remain outstanding, copies of the following documents will, when published, be available, free of charge, from the registered office of the Issuer and from the specified office of the Paying Agent:

- (a) an English translation of the Certificate of Incorporation and the most recent Articles of Association of the Issuer;
- (b) the audited financial statements of Holding for the financial years ended 2005 and 2006 and the most recently available published interim financial statements (quarterly figures) of Holding (in English), in each case together with any audit reports prepared in connection therewith;
- (c) a copy of the Registration Document; and
- (d) a copy of this Prospectus.

### **Notices**

All notices to the Holders will be delivered to Euroclear and Clearstream. Any such announcement issued to either Euroclear and Clearstream shall be deemed to be effective on the day following its delivery to the clearing agent (and, if delivered to more than one clearing agent, on the date first delivered to a clearing agent).

## **Clearing and settlement systems**

The Securities have been accepted for clearance through Euroclear Bank SA (its address being 1 Boulevard du Roi Albert II, B-1210 Brussels) and Clearstream Banking SA, Luxembourg (its address being 42 Avenue JF Kennedy, L-1855 Luxembourg). The International Securities Identification Number is XS0317963857 and the Common Code is 31796385. Transactions will normally be effected for settlement not earlier than three days after the date of the transaction.

## **Material change**

There has been no material adverse change in the prospects of Holding (taken as a whole) or the Issuer since 31 December 2006 (being the date of the last audited financial statements of Holding) and no significant change in the financial or trading position of Holding (taken as a whole) or the Issuer since 30 June 2007 (being the date of the last interim financial information which has been incorporated in the Registration Document by a supplement dated 2 August 2007).

## **Litigation**

In several jurisdictions legal proceedings have been initiated against Holding or its group companies whose financial statements have been included in Holding's consolidated annual accounts for the financial year ended 31 December 2006. For further information refer to the section entitled "Legal Proceedings" in item 6 of the Registration Document.

## **Auditors**

The auditors of Holding are Ernst & Young Accountants, registered accountants, of Drentestraat 20, 1083 HK Amsterdam, The Netherlands, who have audited Holding's accounts, without qualification, in accordance with generally accepted auditing standards in The Netherlands for each of the three financial years ended 31 December 2006. The auditors of Holding have no material interest in Holding.

The reports of the auditors of Holding are incorporated in the form and context in which they are incorporated, with the consent of the auditors who have authorised the contents of that part of this Prospectus.

## **Information on the Offering of the Securities**

The Securities have already been offered and partially sold to a limited number of selected investors on a private placement basis prior to the date of this Prospectus.

The Securities offered under this Prospectus shall be sold by the Issuer in the secondary market. The Issuer will offer to buy or sell the Securities (including the original securities), at a value to be determined by the Issuer incorporating a bid/offer spread of 1% (for repurchase orders such value minus a redemption fee for the first twelve months after the Issue Date of 2.8% of the Nominal



Amount (the “**Early Redemption Fee**”). The Issuer expects that the Securities will be listed on the Regulated Market of Luxembourg Stock Exchange with effect from 1 October 2007. As the Securities are being issued in global form, all trades will be settled in the applicable clearing systems on their usual basis for secondary market transactions. Other than the Issue Price of the Securities, each prospective investor shall not be required to pay any expenses to the Issuer in order to purchase the Securities.

#### **What is the minimum purchase required?**

The Securities are denominated in USD and may be purchased in quantities of 1 Security or multiples thereof.

#### **Interest material to the offer**

So far as the Issuer is aware, no person (other than the Issuer in its separate capacities as Issuer and Calculation Agent and the Index Adviser, see “*Risk Factors – Part B – Conflicts of Interest*” in the Prospectus) involved in the issue of the Securities has an interest material to the offer.

#### **Information on the Basket Constituents**

Information about the past and future performance of the Basket Constituents and their volatility can be obtained from the sources set out in Annex 1 to the Product Conditions – *Information relating to the Basket Constituents*.

#### **Calculation Agent**

The Calculation Agent is ABN AMRO Bank N.V., acting through its London branch of 250 Bishopsgate, London, EC2M 4AA.

#### **Conditions of the Securities**

The terms and conditions applicable to the Securities are the General Conditions and the Product Conditions set out below. These conditions together constitute the Conditions of the Series of the Securities described herein and will be attached to the Global Certificate representing such Series.

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## GENERAL CONDITIONS

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*The General Conditions which follow relate to the Securities and must be read in conjunction with, and are subject to, the Product Conditions (whether or not attached to this document). The Product Conditions and the General Conditions together constitute the Conditions of the Securities and will be printed on the Definitive Securities or attached to the Global Security representing the Securities.*

### 1. DEFINITIONS

Terms in capitals which are not defined in these General Conditions shall have the meanings ascribed to them in the Product Conditions.

### 2. STATUS

The Securities constitute unsecured and unsubordinated obligations of the Issuer and rank pari passu among themselves and with all other present and future unsecured and unsubordinated obligations of the Issuer save for those preferred by mandatory provisions of law.

### 3. EARLY TERMINATION

The Issuer shall have the right to terminate the Securities if it shall have determined in its absolute discretion that for reasons beyond its control its performance thereunder shall have become unlawful in whole or in part as a result of compliance in good faith by the Issuer with any applicable present or future law, rule, regulation, judgement, order or directive of any governmental, administrative, legislative or judicial authority or power (“**Applicable Law**”). In such circumstances the Issuer will, however, if and to the extent permitted by the Applicable Law, pay to each Holder in respect of each Security held by such Holder an amount calculated by it as the fair market value of the Security immediately prior to such termination (ignoring such illegality) less the cost to the Issuer of unwinding any related hedging arrangements. Payment will be made to the Holder in such manner as shall be notified to the Holder in accordance with General Condition 4.

### 4. NOTICES

- (a) Validity. Unless otherwise specified in an Offering Supplement, announcements to Holders will be valid if delivered to the Clearing Agent(s).
- (b) Delivery. Any such announcement issued pursuant to General Condition 4(a) shall be deemed to be effective on the day following its delivery to the Clearing Agent (and if delivered to more than one Clearing Agent on the date first delivered to a Clearing Agent) or, if published as specified in the relevant Offering Supplement on the date of

such publication (and if published in more than one country then on the date first published).

5. HEDGING DISRUPTION

- (a) Notification. The Issuer shall as soon as reasonably practicable give instructions to the Calculation Agent to notify the Holders in accordance with General Condition 4(a): (i) if it determines that a Hedging Disruption Event has occurred; and (ii) of the consequence of such Hedging Disruption Event as determined by the Issuer pursuant to General Condition 5(c).
- (b) Hedging Disruption Event. A “**Hedging Disruption Event**” shall occur if the Issuer determines that it is or has become not reasonably practicable or it has otherwise become undesirable, for any reason, for the Issuer wholly or partially to establish, re-establish, substitute or maintain a relevant hedging transaction (a “**Relevant Hedging Transaction**”) it deems necessary or desirable to hedge the Issuer's obligations in respect of the Securities. The reasons for such determination by the Issuer may include, but are not limited to, the following:
  - (i) any material illiquidity in the market for the relevant instruments (the “**Disrupted Instrument**”) which from time to time are included in the reference asset to which the Securities relate; or
  - (ii) a change in any applicable law (including, without limitation, any tax law) or the promulgation of, or change in, the interpretation of any court, tribunal or regulatory authority with competent jurisdiction of any applicable law (including any action taken by a taxing authority); or
  - (iii) a material decline in the creditworthiness of a party with whom the Issuer has entered into any such Relevant Hedging Transaction; or
  - (iv) the general unavailability of: (A) market participants who will agree to enter into a Relevant Hedging Transaction; or (B) market participants who will so enter into a Relevant Hedging Transaction on commercially reasonable terms.
- (c) Consequences. The Issuer, in the event of a Hedging Disruption Event, may determine to:
  - (i) terminate the Securities. In such circumstances the Issuer will, however, if and to the extent permitted by the Applicable Law, pay to each Holder in respect of each Security held by such Holder an amount calculated by it as the fair market value of the Security immediately prior to such termination less the cost to the Issuer of unwinding any related hedging arrangements.

Where the Securities contain provisions which provide a minimum assured return of principal, howsoever expressed, on the Settlement Date or Maturity Date as applicable, or a minimum assured return of interest or coupons, howsoever expressed, on a relevant Interest Payment Date, any such amount to be paid under this General Condition shall not be less than the present value of such minimum assured return of principal and/or interest or coupons, such present value being determined by the Calculation Agent. Payment will be made to the Holder in such manner as shall be notified to the Holder in accordance with General Condition 4;

- (ii) make an adjustment in good faith to the relevant reference asset by removing the Disrupted Instrument at its fair market value (which may be zero). Upon any such removal the Issuer may: (A) hold any notional proceeds (if any) arising as a consequence thereof and adjust the terms of payment and/or delivery in respect of the Securities; or (B) notionally reinvest such proceeds in other reference asset(s) if so permitted under the Conditions (including the reference asset(s) to which the Securities relate);
- (iii) make any other adjustment to the Conditions as it considers appropriate in order to maintain the theoretical value of the Securities after adjusting for the relevant Hedging Disruption Event. Where the Securities contain provisions which provide a minimum assured return of principal, howsoever expressed, on the Settlement Date or Maturity Date as applicable, or a minimum assured return of interest or coupons, howsoever expressed, on a relevant Interest Payment Date, any such adjustment will in no way affect the Issuer's obligations to make payment to the Holders not less than the minimum assured return of principal and/or interest or coupons on the relevant Settlement Date or Maturity Date, or Interest Payment Date, as applicable.

6. PURCHASES, FURTHER ISSUES BY THE ISSUER AND PRESCRIPTION

- (a) Purchases. The Issuer or any Affiliate may, except under certain circumstances, purchase Securities at any price in the open market or by tender or private treaty. Any Securities so purchased may be held, surrendered for cancellation or reissued or resold, and Securities so reissued or resold shall for all purposes be deemed to form part of the original series of Securities.
- (b) In this General Condition 6(a) “**Affiliate**” means any entity controlled directly or indirectly, by the Issuer, any entity that controls, directly or indirectly, the Issuer, or

any entity under common control with the Issuer. As used herein “**control**” means the ownership of a majority of the voting power of the entity and “**controlled by**” and “controls” shall be construed accordingly.

- (c) Further Issues. The Issuer shall be at liberty from time to time without the consent of the Holders or any of them to create and issue further securities so as to be consolidated with and form a single series with the Securities.
- (d) Prescription. Any Security or Coupon which is capable of presentation and is not so presented by its due date for presentation shall be void, and its value reduced to zero, if not so presented within five years of such due date. For the avoidance of doubt, any Securities which are subject to provisions relating to their exercise shall be void, and their value shall be zero, if not exercised in accordance with their provisions.

#### 7. DETERMINATIONS AND MODIFICATIONS

- (a) Determinations. Any determination made by the Issuer shall (save in the case of manifest error) be final, conclusive and binding on the Holders.
- (b) Modifications. The Issuer may without the consent of the Holders or any of them, modify any provision of the Conditions which is: (i) of a formal, minor or technical nature; (ii) made to correct a manifest error; or (iii) in its absolute discretion, not materially prejudicial to the interests of the Holders. Notice of any such modification will be given to the Holders in accordance with General Condition 4 but failure to give, or non-receipt of, such notice will not affect the validity of any such modification.

#### 8. SUBSTITUTION

- (a) Substitution of Issuer. The Issuer may at any time, without the consent of the Holders substitute for itself as principal obligor under the Securities any company (the “**Substitute**”), being any subsidiary or affiliate of the Issuer, subject to: (i) the obligation of the Substitute under the Securities being guaranteed by ABN AMRO Holding N.V. (“**Holding**”) (unless Holding is the Substitute); (ii) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Securities represent legal, valid and binding obligations of the Substitute having been taken, fulfilled and done and being in full force and effect; and (iii) the Issuer having given at least 30 days’ prior notice of the date of such substitution to the Holders in accordance with General Condition 4. In the event of any substitution of the Issuer, any reference in the Conditions to the Issuer shall from such time be construed as a reference to the Substitute.

- (b) Substitution of Office. The Issuer shall have the right upon notice to the Holders in accordance with General Condition 4 to change the office through which it is acting and shall specify the date of such change in such notice.

9. TAXATION

The Issuer shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other similar payment which may arise as a result of the ownership, transfer or exercise of any Securities. In relation to each Security the relevant Holder shall pay all Expenses as provided in the Product Conditions. All payments or, as the case may be, deliveries in respect of the Securities will be subject in all cases to all applicable fiscal and other laws and regulations (including, where applicable, laws requiring the deduction or withholding for, or on account of, any tax duty or other charge whatsoever). The Holder shall be liable for and/or pay, any tax, duty or charge in connection with, the ownership of and/or any transfer, payment or delivery in respect of the Securities held by such Holder. The Issuer shall have the right, but shall not be obliged, to withhold or deduct from any amount payable such amount, as shall be necessary to account for or to pay any such tax, duty, charge, withholding or other payment. Each Holder shall indemnify the Issuer against any loss, cost or other liability whatsoever sustained or incurred by the Issuer in respect of any such tax, duty, charge, withholding or other payment as referred to above in respect of the Securities of such Holder.

10. REPLACEMENT OF SECURITIES AND COUPONS

If any Security or Coupon is lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of the Principal Agent (or such other place of which notice shall have been given to Holders in accordance with General Condition 4) upon payment by the claimant of the expenses incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Securities and Coupons must be surrendered before replacements will be issued.

11. ADJUSTMENTS FOR EUROPEAN MONETARY UNION

- (a) Redenomination. The Issuer may, without the consent of any Holder, on giving notice to the Holders in accordance with General Condition 4 elect that, with effect from the Adjustment Date specified in such notice, certain terms of the Securities shall be redenominated in euro. The election will have effect as follows:

- (i) where the Settlement Currency is the National Currency Unit of a country which is participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, whether as from 1999 or after such date, such Settlement Currency shall be deemed to be an amount of euro converted from the original Settlement Currency into euro at the Established Rate, subject to such provisions (if

any) as to rounding as the Issuer may decide and as may be specified in the notice, and after the Adjustment Date, all payments in respect of the Securities will be made solely in euro as though references in the Securities to the Settlement Currency were to euro;

(ii) where the Conditions contain a rate of exchange or any of the Conditions are expressed in a currency (the “**Original Currency**”) of a country which is participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, whether as from 1999 or after such date, such rate of exchange and/or any other terms of the Conditions shall be deemed to be expressed in or, in the case of a rate of exchange, converted for or, as the case may be into, euro at the Established Rate; and

(iii) such other changes shall be made to the Conditions as the Issuer may decide to conform them to conventions then applicable to instruments expressed in euro.

(b) **Adjustment to Conditions.** The Issuer may, without the consent of the Holders, on giving notice to the Holders in accordance with General Condition 4 make such adjustments to the Conditions as the Issuer may determine to be appropriate to account for the effect of the third stage of European Economic and Monetary Union pursuant to the Treaty on the Conditions.

(c) **Euro Conversion Costs.** Notwithstanding General Condition 11(a) and/or General Condition 11(b), none of the Issuer, the Calculation Agent nor any Agent shall be liable to any Holder or other person for any commissions, costs, losses or expenses in relation to or resulting from the transfer of euro or any currency conversion or rounding effected in connection therewith.

(d) **Definitions Relating to European Economic and Monetary Union.** In this General Condition, the following expressions have the meanings set out below.

“**Adjustment Date**” means a date specified by the Issuer in the notice given to the Holders pursuant to this Condition which falls, if the currency is that of a country not initially participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, on or after such later date as such country does so participate;

“**Established Rate**” means the rate for the conversion of the Original Currency (including compliance with rules relating to rounding in accordance with applicable European community regulations) into euro established by the Council of the European Union pursuant to the first sentence of Article 123(4), formerly 109 L (4) of the Treaty;

“**National Currency Unit**” means the unit of the currency of a country as those units are defined on the day before the start of the third stage of European Economic and Monetary Union pursuant to the Treaty or, in connection with the expansion of such third stage, to any country which has not initially participated in such third stage; and

“**Treaty**” means the treaty establishing the European Community.

## 12. AGENTS

- (a) **Principal Agent and Agents.** The Issuer reserves the right at any time to vary or terminate the appointment of any agent (the “**Agent**”) and to appoint further or additional Agents, provided that no termination of appointment of the principal agent (the “**Principal Agent**”) shall become effective until a replacement Principal Agent shall have been appointed and provided that, if and to the extent that any of the Securities are listed on any stock exchange or publicly offered in any jurisdiction, there shall be an Agent having a specified office in each country required by the rules and regulation of each such stock exchange and each such jurisdiction and provided further that, if and to the extent that any of the Securities are in registered form, there shall be a Registrar and a Transfer Agent (which may be the Registrar), if so specified in the relevant Product Conditions. Notice of any appointment, or termination of appointment, or any change in the specified office, of any Agent will be given to Holders in accordance with General Condition 4. Each Agent acts solely as agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders or any of them. Any calculations or determinations in respect of the Securities made by an Agent shall (save in the case of manifest error) be final, conclusive and binding on the Holders.
- (b) **Calculation Agent.** The Issuer shall undertake the duties of calculation agent (the “**Calculation Agent**” which expression shall include any successor Calculation Agent) in respect of the Securities unless the Issuer decides to appoint a successor Calculation Agent in accordance with the provisions below.

The Issuer reserves the right at any time to appoint another institution as the Calculation Agent provided that no termination of appointment of the existing Calculation Agent shall become effective until a replacement Calculation Agent shall have been appointed. Notice of any termination or appointment will be given to the Holders in accordance with General Condition 4.

The Calculation Agent (except where it is the Issuer) acts solely as agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders. Where the Issuer acts in the capacity of the Calculation



Agent it does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders. In any event, any calculations or determinations in respect of the Securities made by the Calculation Agent (whether or not the Issuer) shall (save in the case of manifest error) be final, conclusive and binding on the Holders.

The Calculation Agent (except where it is the Issuer) may, with the consent of the Issuer, delegate any of its obligations and functions to a third party as it deems appropriate. Where the Calculation Agent is the Issuer it may delegate any of its obligations and functions to a third party as it deems appropriate.

#### 13. SURRENDER OF UNMATURED COUPONS

Each Security should be presented for redemption, where applicable, together with all unmatured Coupons relating to it. Upon the due date for redemption of any Security, where applicable, all unmatured Coupons relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

#### 14. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any Condition. The preceding sentence shall not affect any right or remedy of any person which exists or is available apart from that Act.

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## PRODUCT CONDITIONS

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*The Product Conditions which follow relate to the Securities and must be read in conjunction with, and are subject to, the General Conditions (whether or not attached to this document). The Product Conditions and the General Conditions together constitute the Conditions of the Securities and will be printed on the Definitive Securities or attached to the Global Security representing the Securities.*

### 1. DEFINITIONS

“**Agent**” means ABN AMRO Bank N.V. (acting through its London branch), 250 Bishopsgate, London EC2M 4AA as principal agent (the “**Principal Agent**”) which expression shall include any other Agent appointed pursuant to the provisions of General Condition 12;

“**Basket**” means the basket of the following three Funds and five Certificates, subject to re-weighting or adjustment in accordance with Product Condition 4:

“Basket Constituent”	Bloomberg Code (Fund) ISIN (Certificate)	Type	Weight
Morgan Stanley Asian Property Fund	MORAPRI LX Equity	Fund	10%
Morgan Stanley Asian Equity Fund	MORASEI LX Equity	Fund	10%
Merrill Lynch World Mining Fund	MIGWMFA LX Equity	Fund	10%
ABN AMRO Open End Certificate on the RICI USD	CH0019891842	Certificate	30%
ABN AMRO Open End Certificate on the Brazil Index USD	CH0019094652	Certificate	10%
ABN AMRO Open End Certificate on the Russian Depository Index® USD	CH0018530011	Certificate	10%
ABN AMRO Open End Certificate on the India ADR/GDR Index USD	CH0023728071	Certificate	10%
ABN AMRO Open End Certificate on the Hang Seng China Enterprises Index USD	CH0017760650	Certificate	10%

**“Basket Constituent”** means each Fund or Certificate, as the case may be, specified as such in the definition of Basket, and **“Basket Constituents”** means each or all of the Funds and Certificates as the case may be;

**“Business Day”** means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and a day on which each Clearing Agent is open for business;

**“Cash Amount”** means an amount determined by the Calculation Agent in accordance with the following formula, less Expenses:

$$\text{Nominal Amount} \times (100\% + \text{Participation} \times \text{Max} [0, \{ \text{Final Reference Price} / \text{Initial Reference Price} \} - 1])$$

The above amount shall be converted into the Settlement Currency at the prevailing Exchange Rate, if so specified. The aggregate Cash Amount payable to a Holder shall be rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards;

**“Certificate”** means each certificate specified as such in the definition of Basket, subject to Product Condition 4;

**“Clearing Agent”** means Euroclear Bank S.A. and/or Clearstream Banking S.A. and/or Clearstream Banking AG and such further or alternative clearing agent(s) or clearance system(s) as may be approved by the Issuer from time to time and notified to the Holders in accordance with General Condition 4 (each a **“Clearing Agent”** and together the **“Clearing Agents”**);

**“Exchange”** means each exchange or quotation system on which any of the Certificates are listed or any successor to such exchange or quotation system;

**“Exchange Rate”** means the rate of exchange between the relevant currency and the Settlement Currency (expressed as a number of units of the Settlement Currency for which such relevant currency can be exchanged) as determined by the Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time;

**“Expenses”** means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties, arising in connection with (i) the exercise of a relevant Security and/or (ii) any payment or delivery due following exercise or otherwise in respect of a relevant Security;

**“Fair Market Value”** means an amount calculated and determined in good faith by the Calculation Agent as being the fair market value of one Security less the cost to the Issuer of unwinding any related hedging arrangements;

**“Final Reference Price”** means an amount, subject to adjustment in accordance with Product Condition 4, equal to the level of the Basket at the Valuation Time on the Valuation Date calculated as the sum of (i) for each Fund, its Weight multiplied by the net asset value (“NAV”) of such Fund as quoted by the fund manager with respect to the Valuation Date (and which may be published at a later date) and (ii) for each Certificate, its Weight multiplied by the level of such Certificate at the Valuation Time on the Valuation Date, all as determined by the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such level or NAV can be determined and no Market Disruption Event or Fund Disruption Event has occurred and is continuing) a level or NAV determined by the Calculation Agent as its good faith estimate of the official closing level of the Basket Constituents on such date having regard to the then prevailing market conditions, the last reported price of the Basket Constituents and such other factors as the Calculation Agent determines relevant;

**“Form”** means Global;

**“Fund”** means each fund specified as such in the definition of Basket, subject to Product Condition 4;

**“Fund Disruption Event”** means each event specified as such in Product Condition 4;

**“Initial Reference Price”** means an amount, subject to adjustment in accordance with Product Condition 4, equal to the level of the Basket at the Valuation Time on the Pricing Date calculated as the sum of (i) for each Fund, its Weight multiplied by the NAV of such Fund as quoted by the fund manager with respect to the Pricing Date (and which may be published at a later date) and (ii) for each Certificate, its Weight multiplied by the level of such Certificate at the Valuation Time on the Pricing Date, all as determined by the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such level or NAV can be determined and no Market Disruption Event or Fund Disruption Event has occurred and is continuing) a level or NAV determined by the Calculation Agent as its good faith estimate of the official closing level or NAV of the Basket Constituents on such date having regard to the then prevailing market conditions, the last reported price of the Basket Constituents and such other factors as the Calculation Agent determines relevant;

**“Issue Date”** means 31 August 2007;

**“Issuer”** means ABN AMRO Bank N.V. incorporated in The Netherlands with its statutory seat in Amsterdam acting through its principal office or its branch in London or such further or other branches as it may specify from time to time;

**“Market Disruption Event”** means each event specified as such in Product Condition 4;

**“Maturity Date”** means the Scheduled Maturity Date, subject to adjustment as provided for in the definition of Valuation Date;

**“Nominal Amount”** means USD 1,000;

**“Participation”** means a participation rate of 71% (indicative - to be determined by the Calculation Agent on the Pricing Date). Until the Pricing Date the participation rate may be subject to substantial variations depending on market factors such as the volatility of the Index and movements of interest rates;

**“Payment Day”** means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business (including dealings in foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or if the Settlement Currency is euro, any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System is open;

**“Pricing Date”** means 29 August 2007, subject to adjustment by the Issuer in adverse market conditions if, in the opinion of the Issuer, circumstances so require;

**“Reference Price”** means (i) in respect of each Fund, an amount equal to the NAV of such Fund as quoted by the fund manager with respect to a Trading Day (and which may be published at a later date) and (ii) in respect of each Certificate, the level of such Certificate at the Valuation Time on a Trading Day, all as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

**“Related Exchange”** means each options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the Basket Constituents (if applicable) are traded;

**“Scheduled Maturity Date”** means 5 September 2012;

**“Securities”** means the USD 15,000,000 100% Capital Protected Notes linked to a Basket of three Funds and five Certificates (ISIN: XS0317963857, Common: 31796385) (and each a **“Security”**). The Securities are primary payment obligations of ABN AMRO Bank N.V.;

**“Settlement Currency”** means USD;

**“Settlement Date”** means the Maturity Date or if later, the third Business Day following the Valuation Date;

**“Trading Day”** means a day on which dealing in each Basket Constituent may take place;;

**“Valuation Date”** means the fifth Trading Day immediately preceding the Maturity Date, unless, in the determination of the Calculation Agent a Market Disruption Event or Fund Disruption Event has occurred on that day which in the determination of the Calculation Agent requires the Valuation Date to be delayed, in which case, the Valuation Date shall be the first succeeding Trading Day on which the Calculation Agent determines that there is no Market Disruption Event or Fund Disruption Event,

unless the Calculation Agent determines that there is a Market Disruption Event or Fund Disruption Event occurring on each of the five Trading Days immediately following the original date which (but for the Market Disruption Event or Fund Disruption Event) would have been a Valuation Date. In that case (a) the fifth Trading Day shall be deemed to be the Valuation Date (regardless of the Market Disruption Event or Fund Disruption Event); and (b) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the impact of the Fund Disruption Event or Market Disruption Event, the last reported published price of the Basket Constituents and such other factors as the Calculation Agent determines to be relevant;

**“Valuation Time”** means (i) with respect to each Fund the time with reference to which the fund manager publishes the NAV or value (which may be published at a later date) and (ii) with respect to each Certificate the official close of trading on the relevant Exchange, or such other time as the Issuer may determine in its absolute discretion and notify to Holders in accordance with General Condition 4; and

**“Weight”** means for each Basket Constituent the percentage specified as such in the definition of Basket, subject to adjustment in accordance with Product Condition 4.

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

## 2. FORM

The Securities will be issued in bearer form in the denomination of the Nominal Amount (if any) or in units. If the Form is expressed to be Definitive, then the Securities shall be serially numbered and produced on security printed paper in definitive form and shall be transferred by delivery only. Only the holder (the “Holder”) of a Security shall be recognised by the Issuer and each Agent as the person entitled in all respects thereto. If the Form is expressed to be Global, then the Securities will be represented by a global security (the “Global Security”) which will be deposited with the Clearing Agent and will be transferable only in accordance with the applicable law and the rules and procedures of the relevant Clearing Agent through whose systems the Securities are transferred. Each person (other than another Clearing Agent) who is for the time being shown in the records of the relevant Clearing Agent as the owner of a particular Nominal Amount or unit quantity (as the case may be) of the Securities (in which regard any certificate or other document issued by the relevant Clearing Agent as to the Nominal Amount or unit quantity of the Securities standing to the credit of the account of any person shall be conclusive and binding for all purposes except in the case of manifest error) shall be treated by the Issuer and each Agent as the holder of such Nominal Amount or unit quantity of the Securities (and the term “Holder” shall be construed accordingly) for all purposes, other than with respect to any payment and/or delivery obligations, the right to which shall be vested as regards the Issuer and the Agents, solely in the bearer of the Global Security.

3. RIGHTS AND PROCEDURES

- (a) Redemption and Cancellation. Unless previously redeemed or purchased and cancelled and subject as provided by the Conditions, each Security will be redeemed by the Issuer, in respect of each Nominal Amount, at the Cash Amount, such redemption to occur on the Maturity Date.
- (b) Interest. The Securities bear no interest and no payment shall be made on account thereof.
- (c) Method of Payment. Subject as provided below, where the Cash Amount is in a currency other than US Dollar, payment of the Cash Amount will be made by an Agent on behalf of the Issuer in the Settlement Currency to an account (which, in the case of payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) specified by the payee with, or by a cheque in such Settlement Currency drawn on, a bank in the principal financial centre of the country of such Settlement Currency; where the Cash Amount is in US Dollar, payment of the Cash Amount will be made by an Agent on behalf of the Issuer by credit or transfer to a US Dollar account or any account to which US Dollars may be credited or transferred specified by the payee or, at the option of the payee, by a US Dollar cheque. Provided that where the Securities are expressed in Global form, payments will be made via the Clearing Agent(s) and will be made in accordance with the rules of such Clearing Agent(s). All payments will be subject to applicable fiscal and legal requirements applicable thereto.
- (d) Presentation and Surrender. Payment of the Cash Amount will be made against surrender of the Security, (if Definitive) at the specified office of the Agent or Global Security (if Global) by or on behalf of the Holder at the specified office of the relevant Agent (in each case subject to any endorsement on the face of the Security). The Issuer shall record all payments made to the relevant Agent and such record shall be prima facie evidence that the payment in question has been made. The bearer of a Security shall be the only person entitled to receive payments of the Cash Amount and the Issuer will be discharged by payment to, or to the order of, the Holder in respect of the amount so paid. The bearer of a Security, or (in the case of a Global Security) each of the persons shown in the records of a Clearing Agent as the holder of a particular nominal amount of the Securities, must look solely to the relevant Agent or Clearing Agent, as the case may be, for his share of each such payment so made by the Issuer to or to the order of the bearer of the Security.

- (e) **Payment Day.** If the date for payment of any amount in respect of the Securities is not a Payment Day, the Holder shall not be entitled to payment until the next following Payment Day and shall not be entitled to any interest or other payment in respect of such delay.
- (f) **General.** In the absence of gross negligence or wilful misconduct on its part, none of the Issuer, the Calculation Agent, or any Agent shall have any responsibility for any errors or omissions in the calculation of the Cash Amount. The purchase of Securities does not confer on any holder of such Securities any rights (whether in respect of voting, distributions or otherwise) attached to the Basket Constituents.
- (k) **Settlement Risk.** Settlement of the Securities is subject to all applicable laws, regulations and practices in force at the relevant time and neither the Issuer nor any Agent shall incur any liability whatsoever if it is unable to effect the transactions contemplated as a result of any such laws, regulations or practices. Neither the Issuer nor any Agent shall under any circumstances be liable for any acts or defaults of any Clearing Agent in relation to the performance of its duties in relation to the Securities.

#### **4. ADJUSTMENTS**

- (a) **Market Disruption.** The Calculation Agent shall as soon as reasonably practicable under the circumstances notify the Holders in accordance with General Condition 4 if it determines that a Market Disruption Event has occurred.

“**Market Disruption Event**” means the occurrence or existence on a Trading Day of any suspension of or limitation imposed for any reason whatsoever on trading in a Basket Constituent which, in the determination of the Calculation Agent, is material; and/or (2) the Calculation Agent is not able to carry out on a Trading Day any and all transactions in respect of any Basket Constituent and which are required for the purpose of the hedging of the Securities or, where issued by the Issuer, the hedging of the Basket Constituents and/or (3) one or more Reference Prices in respect of one or more Basket Constituents are not published or available or determined on a Trading Day for any reason whatsoever; and/or (4) the liquidity of one or more Basket Constituents is no longer as it was on the Issue Date; and/or (5) if a Basket Constituent is not published or calculated by its sponsor.

- (b) **Fund Disruption Event.** Following a Fund Disruption Event, the Calculation Agent will determine the effect of such Fund Disruption Event, and shall as soon as reasonably practicable under the circumstances notify the Issuer of such occurrence. The Calculation Agent will account for such occurrence as it sees fit which may include but is not limited to delaying calculation of the Reference Price of the Fund or



making the appropriate adjustment to the calculation of the Reference Price of the Fund, all in the determination of the Calculation Agent.

**“Fund Disruption Event”** means:

- (i) the Fund and/or its fund manager ceases for any reason whatsoever, to provide, publish or make available its NAV for a day which the fund manager normally provides, publishes or makes available the NAV; or
  - (ii) Disappearance of Price. The failure of trading to commence, or the permanent discontinuation of trading of the Fund; or
  - (iii) Trading Limitation. The material limitation imposed on trading in the Fund with respect to it or any contract with respect thereto on any principal trading market; or
  - (iv) Any other event similar to any of the above, which could make it impracticable or impossible for the Calculation Agent to perform its obligations in relation to the Securities.
- (c) Fund Adjustment Event. Following a Fund Adjustment Event, the Calculation Agent will determine the effect of such Fund Adjustment Event, and shall as soon as reasonably practicable under the circumstances notify the Issuer of such occurrence and the adjustment the Calculation Agent will make to the Fund and/or the Reference Price of the Fund. Such adjustment may include but is not limited to the postponement of the calculation of the Reference Price of the Fund or the exclusion or replacement of the Fund to account for such event and determine the effective date of that adjustment.

**“Fund Adjustment Event”** means:

- (i) a Fund’s investment objectives and/or investment restrictions (including without limitation a change to the days on which transactions in the Fund can take place) as set out in the Fund’s constitutive documents which are in force as at the Issue Date, are, in the determination of the Calculation Agent, materially changed, not complied with or the method of calculating the NAV of a share of the Fund is materially changed; or
- (ii) the withdrawal, suspension, cancellation or modification of any license, consent, permit, authorisation or clearance required for the Fund or its fund manager to carry-out their activities as they are or should be carried out in accordance with the constitutive documents for such Fund as of the Issue Date; or

- (iii) the failure by the Fund or the fund manager to comply with any rule, law regulation, guideline or other document (whether internal or external to the Fund) governing the investment by the Fund of its assets; or
- (iv) a Fund is liquidated, dissolved or otherwise ceases to exist or it or its fund manager is subject to a proceeding under any applicable bankruptcy, insolvency or other similar law or the Fund is subject to any fraud; or
- (v) the change of control or of management of a Fund or of the fund manager; or
- (vi) any dealing restrictions (and/or amendments to relevant documentation) related to a Fund and/or transactions by its relevant fund manager, affiliate, agent, or intermediary platform through which the Calculation Agent may contract (via a trading agreement or other ancillary document) in order to carry out such transactions; or
- (vii) the imposition of, change in, or removal of an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to the Fund (other than a tax on, or measured by reference to, overall gross or net income) by any government or taxation authority after the Issue Date, if the direct effect of such imposition, change or removal is to raise or lower the price of the Fund on any Trading Day used for calculating the Closing Fund Price and/or on each of the three Trading Days following such date from what it would have been without that imposition, change or removal; or
- (viii) any event (including, but not limited to, a split in the shares of the Fund (the “**Shares**”), the creation of one or more categories of Shares, a re-denomination of the Shares, a change in the method of calculation of the NAV, any change in the rights and/or obligations in respect of any Shares) affecting the Shares and which, in the reasonable determination of the Calculation Agent, will or would have an adverse effect on determination or calculation of the Reference Price of the Fund; or
- (ix) any litigation, judicial or other action commenced or threatening to be commenced against the Fund or any of the fund managers which, in the reasonable determination of the Calculation Agent, would have an adverse material effect to the Fund or would lead the fund manager to be in breach of their respective obligations under the Fund or make it impossible or impracticable for the fund manager to perform their obligations in respect of the Fund; or
- (x) any other event, whether similar or not to any of the above: (A) which could make it impracticable or impossible for the Calculation Agent to perform its

obligations in relation to the Securities and/or hedge its obligations hereunder or unwind a hedge of its obligations hereunder and/or carry out any and all transactions in respect of the Fund thereof for the purpose of the Securities; (B) where the Calculation Agent is unable to acquire or dispose of Shares of a Fund; (C) where there is any default in payment(s) for any amounts owing to the Calculation Agent for the redemption of Shares by the fund manager or any party responsible for making payments in respect of redemptions.

(d) The Calculation Agent may replace in its sole discretion a Fund (the “**Replaced Fund**”) by another fund (the “**Substitute Fund**”), provided that at the time of replacement a Fund Adjustment Event has occurred. The Substitute Fund, at the time of replacement shall:

- (i) be an equity fund classified within the same or a similar sector (as determined by a leading provider of mutual fund data selected by the Index Agent, or if no such data provider exists, the Issuer (the “**Data Provider**”));
- (ii) have an overall performance rating (as determined by the Calculation Agent in a commercially reasonable manner by reference to performance of the relevant funds and the consistency of such performance;
- (iii) have a net asset value exceeding USD 80,000,000 (or foreign currency equivalent) at the time of replacement; and
- (iv) have a similar Fund Volatility. The “**Fund Volatility**” will be determined by the Calculation Agent as the Annualised Standard Deviation of the Daily Returns of the Fund. “**Daily Return of the Fund**” is the difference between the price per unit of the fund on a Business Day and the price per unit of the fund on the preceding Business Day, divided by the price per unit of the fund on such preceding Business Day.

In the event that a Substitute Fund cannot be found the Calculation Agent, may substitute the Replaced Fund with a notional investment in a relevant index (the “**Relevant Index**”), until a Substitute Fund can be found. The Relevant Index shall:

- (i) Be comprised of shares listed or traded on a regulated exchange or quotation system;
- (ii) Have less of its assets exposed to Asian equities (compared to the Replaced Fund); and
- (iii) Provide a similar or greater liquidity as the Replaced Fund.

- (e) Adjustments to the Basket Constituent. If a De-Listing occurs with respect to a listed Basket Constituent or a Basket Constituent is for any reason cancelled or ceases to exist, the Calculation Agent may determine in its sole discretion to either (A) replace the de-listed or cancelled Basket Constituent by a successor basket constituent which has in the determination of the Calculation Agent the same or substantially similar structure and a substantially similar economic impact, and is linked to the same asset as such Basket Constituent or (B) make such other adjustments to the Conditions as the Calculation Agent see fit, acting in its absolute discretion.

**“De-listing”** means a Basket Constituent, where listed as of the Issue Date, for any reason ceases to be listed or is suspended from listing on the Exchange or any other exchanges on which the Basket Constituents are listed (and such cessation or suspension is continuing and such Basket Constituent is not subsequently listed or quoted on another stock exchange or quotation system acceptable to the Issuer).

The Calculation Agent shall, as soon as practicable after receipt of any written request to do so, advise a Holder of any determination made by it pursuant to this Product Condition 4 on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Holders copies of any such determinations.

#### 5. GOVERNING LAW AND JURISDICTION

- (a) The Conditions pertaining to the Securities shall be governed by and shall be construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute (a **“Dispute”**) arising from or in connection with the Securities.
- (c) Subparagraph (b) is for the benefit of the Holders only. As a result, nothing prevents any Holder from taking proceedings relating to a Dispute (**“Proceedings”**) in any other courts with jurisdiction. To the extent allowed by law, Holders may take concurrent Proceedings in any number of jurisdictions.
- (d) The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

## **ANNEX 1 – INFORMATION RELATING TO THE BASKET CONSTITUENTS**

Where possible, information pertaining to the Basket Constituents has been extracted from public information services and/or the relevant Exchange, index sponsor, the most recent annual report of the share company or fund documentation, as applicable. The Issuer accepts responsibility for accurately reproducing such extracts but does not accept any further or other responsibility in respect of such information. The Issuer has not participated in the preparation of such information nor has the Issuer made any due diligence inquiry with respect to such information and the Issuer assumes no responsibility for the adequacy or accuracy of such information.

### **1) Fund Name: Morgan Stanley – Asia Fund**

Fund manager: Morgan Stanley

Initial allocation: 10%

Currency: USD

Legal form: Luxembourg SICAV

Inception Date: 31/01/1997

Investment Objectives: Morgan Stanley – Asian Equity Fund is a SICAV incorporated in Luxembourg. The Fund's objective is long term capital appreciation. The Fund invests in equity securities of companies domiciled in or exercising the predominant part of their economic activity in Asia, excluding Japan.

ISIN: LU0073229253

Bloomberg: MORASEI LX

### **2) Fund Name: Morgan Stanley - Asian Property Fund**

Fund manager: Morgan Stanley

Initial allocation: 10%

Currency: USD

Legal form: Luxembourg SICAV

Inception Date: 1/7/1997

Investment Objectives: Morgan Stanley SICAV - Asian Property Fund is a SICAV incorporated in Luxembourg. The Fund's objective is long-term capital appreciation. The Fund invests in equity securities of companies in the Asian real estate industry provided that such securities are considered transferable. The Fund may also invest in Japan, Australia, and New Zealand.

ISIN: LU0078113064

Bloomberg: MORAPRI LX

### **3) Fund Name: Merrill Lynch World Mining Fund**

Fund manager: Merrill Lynch

Initial allocation:	15%
Currency:	USD
Legal form:	Luxembourg SICAV
Inception Date:	3/24/1997
Investment Objectives:	Merrill Lynch SICAV – World Mining Fund is a SICAV incorporated in Luxembourg. The Fund aims to maximize capital growth in US dollars. The fund invests in shares of mining and metals companies throughout the world. The Fund invests primarily in larger mining companies that produce base and industrial metals such as iron ore and coal.
ISIN:	LU0075056555
Bloomberg:	MIGWFMA LX

The units in the Funds are not issued, sponsored, endorsed, sold or promoted in any way by ABN AMRO Bank N.V., and ABN AMRO Bank N.V. does not make any warranties or bears any liability with respect to the Fund.

**ABN AMRO Open End Certificate on the RIC1 USD - ISIN: CH0019891842**

**ABN AMRO Open End Certificate on the Brazil Index USD - ISIN: CH0019094652**

**ABN AMRO Open End Certificate on the Russian Depository Index® USD - ISIN: CH0018530011**

**ABN AMRO Open End Certificate on the India ADR/GDR Index USD - ISIN: CH0023728071**

**ABN AMRO Open End Certificate on the Hang Seng China Enterprises Index USD- ISIN: CH0017760650**

Information about the past and future performance of the above certificates and its volatility can be obtained from Internet page [www.abnamromarkets.com](http://www.abnamromarkets.com).

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