



NIBC HOLDING N.V.

POSITION STATEMENT

7 August 2020

Relating to the recommended public offer by Flora Acquisition B.V. for all the issued and outstanding ordinary shares in the capital of NIBC Holding N.V.

This position statement is published in accordance with article 18, paragraph 2 and Annex G of the Decree on public offers Wft (*Besluit openbare biedingen Wft*).

The extraordinary general meeting of shareholders of NIBC Holding N.V. (the “**EGM**”) will be held on 7 October 2020 at 15.00 hours CET at Carnegieplein 4, 2517 KJ The Hague.

IMPORTANT INFORMATION

This position statement (the **Position Statement**) does not constitute an offer, or any solicitation of any offer, to buy or subscribe for any securities.

This Position Statement is published by NIBC Holding N.V. (**NIBC Holding**) for the sole purpose of providing information to its shareholders on the recommended public offer by Flora Acquisition B.V. (the **Offeror**), an entity owned by certain funds managed and/or advised by Blackstone's Tactical Opportunities and Private Equity businesses and other managers affiliated with The Blackstone Group Inc. (each or together, as the context requires, **Blackstone**) to all holders of issued and outstanding ordinary shares with a nominal value of EUR 0.02 each in the share capital of NIBC Holding (the **Shares**, and the holders of such Shares are collectively referred to herein as the **Shareholders**), to purchase for cash their Shares on the terms and subject to the conditions and restrictions set forth in the Offer Memorandum dated 7 August 2020 (the **Offer Memorandum**) (the **Offer**), as required pursuant to article 18, paragraph 2 and annex G of the Decree on public offers Wft (*Besluit openbare biedingen Wft*) (the **Takeover Decree**).

Capitalised terms in this Position Statement other than in the Financial Adviser Opinions (attached hereto as Schedule 1) shall, unless otherwise defined in this Position Statement, have the meaning attributed to them in the Offer Memorandum. Any reference in this Position Statement to defined terms in plural form shall constitute a reference to such defined terms in singular form, and *vice versa*. All grammatical and other changes required by the use of a definition in singular form shall be deemed to have been made herein and the provisions hereof shall be applied as if such changes have been made in this Position Statement.

The Offer is being made for Shares of NIBC Holding, a public limited liability company incorporated under Dutch law, and is subject to Dutch disclosure and procedural requirements, which differ from those of the United States. The financial information of NIBC Holding included or referred to herein has been prepared in accordance with the International Financial Reporting Standards issued by the International Accounting Standards Board, as adopted by the European Commission and Part 9 of Book 2 of the Dutch Civil Code for use in the European Union and, accordingly, may not be comparable to financial information of U.S. companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States. The Offer will be made in the United States in compliance with Regulation 14E under the U.S. Securities Exchange Act of 1934, as amended (the **U.S. Exchange Act**) and the rules and regulations promulgated thereunder, including any available exemptions therefrom, and otherwise in accordance with the applicable regulatory requirements in the Netherlands. Accordingly, the Offer will be subject to disclosure and other procedural requirements, including with respect to withdrawal rights, offer timetable, settlement procedures and timing of payments that are different from those applicable under U.S. domestic tender offer procedures and law.

The receipt of cash pursuant to the Offer by a U.S. holder of Shares may be a taxable transaction for U.S. federal income tax purposes and may be a taxable transaction under applicable U.S. state and local laws, as well as foreign and other tax laws. Each holder of Shares is urged to consult his or her independent professional adviser immediately regarding the tax consequences of acceptance of the Offer.

It may be difficult for U.S. holders of Shares to enforce their rights and any claim arising out of the U.S. federal securities laws, since the Offeror and NIBC Holding are located in a country other than the United States, and some or all of their officers and directors may be residents of a country other than the United States. U.S. holders of Shares may not be able to sue a non-U.S. company or its officers or directors in a non-U.S. court for violations of the U.S. securities laws. Further, it may be difficult to compel a non-U.S. company and its affiliates to subject themselves to a U.S. court's judgment.

Neither the U.S. Securities and Exchange Commission nor any U.S. state securities commission or other regulatory authority has approved or disapproved the Offer, passed upon the fairness or merits of the Offer or

provided an opinion as to the accuracy or completeness of the Offer Memorandum or any other documents regarding the Offer. Any declaration to the contrary constitutes a criminal offence in the United States.

To the extent permissible under applicable law or regulation, including Rule 14e-5 of the U.S. Exchange Act, and in accordance with standard Dutch practice, the Offeror and its Affiliates or brokers (acting as agents for the Offeror or its Affiliates, as applicable) may before or during the period in which the Offer remains open for acceptance, directly or indirectly, purchase, or arrange to purchase, Shares outside of the United States, from time to time, other than pursuant to the Offer. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. In addition, the financial advisers to the Offeror may engage in ordinary course trading activities in securities of NIBC Holding, which may include purchases or arrangements to purchase such securities. To the extent required in the Netherlands, any information about such purchases will be announced by press release in accordance with article 13 of the Takeover Decree and posted on the website of Blackstone at <https://www.blackstone.com/press-releases/>.

NIBC Holding is exclusively responsible for the accuracy and completeness of the information contained in this Position Statement, except for information concerning Blackstone or the Offer as derived from sections in the Offer Memorandum for which the Offeror is responsible in accordance with section 1.3.3. of the Offer Memorandum.

The information included in this Position Statement reflects the situation as at the date of this Position Statement unless specified otherwise. Neither the issue nor the distribution of this Position Statement shall under any circumstances imply that the information contained herein is accurate and complete as of any time subsequent to this date or that there has been no change in the information set out in this Position Statement or in the affairs of NIBC Holding and/or its subsidiaries and/or its Affiliates since the date of this Position Statement.

This Position Statement includes forward-looking statements including risks and uncertainties. Although NIBC Holding believes that the assumptions upon which its respective forward-looking statements are based are reasonable, it can give no assurance that these assumptions or statements will prove to be correct. These forward-looking statements are subject to risks, uncertainties, assumptions and other important factors, many of which may be beyond NIBC Holding's control such as political, economic or legal changes in the markets, in particular those resulting from the COVID-19 pandemic, and environments in which NIBC Holding conduct its businesses, and could cause the actual results, performance or achievements of NIBC Holding to be materially different from those expressed or implied in these forward-looking statements. NIBC Holding does not accept a duty to publicly adjust or add to any forward-looking statements, except where it is required by law or regulatory authority.

This document is not for release, publication or distribution in whole or in part in Japan. The release, publication or distribution of this Position Statement and any documentation regarding the Offer or the making of the Offer in jurisdictions other than the Netherlands may be restricted by law and therefore persons into whose possession this Position Statement comes should inform themselves about and observe such restrictions. Any failure to comply with any such restriction may constitute a violation of the law of any such jurisdiction.

Digital copies of this Position Statement are available on the website of NIBC Holding (www.nibc.com).

This Position Statement is governed by and shall be construed in accordance with the laws of the Netherlands. The District Court of Amsterdam, the Netherlands (*Rechtbank Amsterdam*) shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Position Statement, without prejudice to the rights of appeal (*hoger beroep*) and cassation (*cassatie*).

Clause	Page
1. Introduction	5
2. Background	6
3. Strategic rationale	8
4. The Boards' financial assessment of the Offer.....	8
5. The Boards' non-financial assessment of the Offer	11
6. Governance.....	15
7. Financials.....	16
8. Consultation.....	16
9. Overview of Shares held, share transactions and incentive plans	16
10. Post-Closing Restructuring Measures	19
11. Recommendation.....	24
12. Agenda extraordinary general meeting.....	24

Schedule

1. Financial Adviser Opinions	26
2. Convocation Notice, Agenda EGM and Explanatory Notes	27

1. INTRODUCTION

Dear Shareholder,

Today we are publishing our Position Statement, on the same day on which the Offer Memorandum, as approved by the Dutch Financial Market Authority (*Stichting Autoriteit Financiële Markten*, the **AFM**), is also published by the Offeror, an entity owned by Blackstone and the Offer is formally launched.

Before reaching conditional agreement, the Boards made a thorough assessment of the Offer versus the standalone prospects and other strategic alternatives (including continuation of the listing). In this assessment the independence of the decision-making has been carefully safeguarded. The Boards weighed up the interests of NIBC Holding, its business and stakeholders. Consistent with their fiduciary duties the Boards, following a careful review of alternatives and of the different stakeholders' interests and an evaluation of the Offer with the assistance of its legal and financial advisers, unanimously determined that the Offer is in the best interests of NIBC Holding, the sustainable success of its business and clients, employees, Shareholders and other stakeholders.

We find it important to share with you our considerations, views and recommendation with respect to the Offer, which you will find in this Position Statement.

The Boards have decided to unanimously support the Offer and to recommend its Shareholders to (i) accept the Offer and tender their Shares in the Offer and (ii) vote in favour of the Resolutions proposed in relation to the Offer at the EGM to be held at 15.00 hours CET on 7 October 2020 at Carnegieplein 4, 2517 KJ The Hague and, accordingly, hereby confirm such unanimous support and recommendation.

This EGM is an important event for NIBC Holding and its Shareholders. During this meeting you will, among other things, be informed about the Offer and be able to vote on the Resolutions proposed by the Managing Board and the Supervisory Board in connection to the Offer.

We look forward to welcoming you on 7 October 2020.

Yours sincerely,

Dick Sluimers

Paulus de Wilt

Chairman of the Supervisory Board

Chairman of the Managing Board

2. BACKGROUND

2.1 Events

In 2005, a consortium led by J.C. Flowers & Co LLC (together with its affiliates and funds advised by them **JCF**), acquired all of the Shares in NIBC Holding. JCF has been the majority shareholder and a key strategic partner of NIBC Holding since then.

In 2018, NIBC Holding admitted its entire ordinary share capital to listing and trading on Euronext Amsterdam concurrently with an initial public offering of Shares by JCF. The offering was conducted (i) to create the possibility for investors to participate in the future of NIBC Holding, (ii) to provide NIBC Holding with strategic and financial flexibility to fund strategic growth, (iii) to enhance NIBC Holding's profile, supporting awareness of NIBC Holding among issuer and investor clients and increasing opportunities to attract and retain talented employees and (iv) while at the same providing JCF with liquidity and the opportunity to decrease and ultimately dispose of its share interest in NIBC Holding after a long strategic partnership.

After initial discussions between JCF and Blackstone, and subsequently with NIBC Holding's second largest shareholder Reggeborgh Invest B.V. (**Reggeborgh**), NIBC Holding announced on 14 February 2020 pursuant to article 17, paragraph 1 of the European Market Abuse Regulation (596/2014) that NIBC Holding had received a firm proposal from Blackstone regarding a potential voluntary public offer and that discussions were at an advanced stage.

On 25 February 2020 (the **Initial Announcement Date**), Blackstone and NIBC Holding jointly announced that they reached conditional agreement in connection with a recommended public offer by the Offeror for all the Shares at an offer price of EUR 9.85 (*cum* dividend of EUR 0.53 as final dividend for 2019, the **Final Dividend**) in cash for each Share, subject to customary conditions, and that the Offeror had committed financing in place. JCF and Reggeborgh had agreed to sell their Shares at EUR 8.93 and EUR 9.65 respectively (all *cum* Final Dividend). The full text of the conditional agreement, embodied in the **Merger Protocol**, was later uploaded on NIBC Holding's website.

On 31 March 2020, following ECB recommendations to banks to preserve their capital by suspending dividends, NIBC Holding announced that the Final Dividend would be paid only in the second half of 2020 and only if in the opinion of the Boards, at such time, payment is feasible and appropriate in light of the impact of COVID-19.

On 28 April 2020, the Offeror announced that the Offeror's ability to fund the acquisition of the Shares pursuant to the Transaction was dependent upon NIBC Holding either (i) paying the Final Dividend or (ii) unconditionally committing to the Offeror to pay the Final Dividend, in each case prior to the Settlement Date of the Offer, and that, in the absence of this being the case, the Offeror was not able to fund the acquisition of the Shares. As result, the Offer announced that its previous certain funds statement as referred to in paragraph 7 paragraph 4 of the Decree had become invalid and therefore had to be withdrawn.

Following further discussions between the Offeror and NIBC Holding, NIBC Holding announced on 18 May 2020 that it had committed to the Offeror to pay the Final Dividend before Settlement of the Offer, in order to remove the impediment for the Offeror to declare certain funds as referenced above. JCF and Reggeborgh agreed to waive their right to collect the Final Dividend of EUR 0.53 per Share, until such time that in the opinion of the Managing Board and Supervisory Board of NIBC Holding, payment is feasible and appropriate in light of the impact of COVID-19 on the business, or when NIBC Holding or NIBC Bank N.V. pays another dividend or capital distribution to its shareholders, or repurchases any of the shares in its capital.

On 18 May 2020 the Offeror issued an announcement that it had obtained sufficient funding to enable it to fund the acquisition of Shares pursuant to the Transaction and the payment of related fees and expenses in accordance with article 7, paragraph 4 of the Takeover Decree.

The impact of the COVID-19 pandemic on the market and the economy prompted Blackstone and JCF to renegotiate the Transaction. Following such review and renegotiation, NIBC Holding and the Offeror announced on 8 June 2020 that, with the support of JCF and Reggeborgh, they had entered into discussions on the basis of a proposal from the Offeror to amend the Transaction. The key amendments were a reduction of the Offer Price and the introduction of a liquidated damages payment. The Offer Price payable to all Shareholders, including JCF and Reggeborgh, would be reduced to EUR 7.00 per Share (*ex* Final Dividend). As announced by NIBC Holding on 18 May 2020, public shareholders will receive the Final Dividend, unconditionally before Settlement of the Offer, and will result in public shareholders receiving EUR 7.53 per Share in aggregate (the **Aggregate Transaction Amount**). JCF and Reggeborgh would have the right to collect the Final Dividend subject to the conditional waiver announced by NIBC Holding on 18 May 2020. The other key amendment was an obligation on the Offeror to pay liquidated damages of EUR 46 million in total as the only remedy and recourse against the Offeror in certain circumstances where the Offer is not declared unconditional because regulatory clearances are not obtained and in certain other cases.

On 13 July 2020, the Offeror and NIBC Holding jointly announced that they reached conditional agreement in connection with a revised recommended public offer by the Offeror for all the Shares on those terms, subject to customary conditions, and that the Offeror had committed financing in place.

Taking into account the considerations as set out in paragraphs 4 and 5 below, the Boards believe that the Aggregate Transaction Amount is fair, and that the Transaction, with the increased deal certainty offered by the Liquidated Damages Payments is in the best interests of NIBC Holding. Therefore, the Boards unanimously and fully support the Transaction and recommend the Offer for acceptance to the shareholders of NIBC Holding.

2.2 Decision-making by the Boards

Throughout the process the Boards have given due consideration to potential conflicts of interest. As a result, Mr. J.C. Flowers, Mr. M.J. Christner and Mr. R.L. Carrion, the non-independent Supervisory Board Members, who were nominated for appointment by JCF, received general updates on the Offer process, but have been excluded from the deliberations and/ or decision-making in respect of the Offer and related transactions on behalf of NIBC Holding.

The Managing Board and the independent members of the Supervisory Board have met on a frequent basis to discuss the developments, process and preparations in relation to the Offer. The final negotiations on the Merger Protocol and related transaction documentation have been led by Mr Sluimers (chairman of the Supervisory Board), Mr De Wilt (chairman of the Managing Board and CEO) and Mr Dijkhuizen (member of the Managing Board and CFO) with the assistance of NIBC Holding's advisers. During these final negotiations, Mr Sluimers, Mr De Wilt and Mr Dijkhuizen reported to, and discussed the progress and developments of the final negotiations with the other member of the Managing Board and the independent members of the Supervisory Board.

Irrespective of the above, the Supervisory Board (in its full composition) has continued its meetings to discuss and resolve upon the regular agenda items, such as the annual results and the business plan of NIBC Holding.

2.3 Irrevocable Agreements

JCF and Reggeborgh have irrevocably agreed to tender their full shareholdings in NIBC Holding in the Offer at a price per Share of EUR 7.00. In addition, the members of the Managing Board and one (dependent) member of the Supervisory Board have executed the Board Irrevocables (as further set out in section 9.1. (*Board Irrevocables*) of this Position Statement).

3. STRATEGIC RATIONALE

The Boards believe that NIBC, together with Blackstone and through its entrepreneurial culture, will be equipped to further strengthen its position as a leading niche banking player. NIBC Holding's dynamic and agile approach allow it to successfully capitalize on evolving market opportunities across its corporate franchise where it focuses on niche, underserved or granular markets as well as in its retail franchise where it has a strong foothold in the Dutch mortgage market.

The Boards are of the opinion that Blackstone will provide further support for NIBC's strategy focused on providing an attractive retail offering, growing its originate-to-manage platform and transforming and growing its corporate lending in certain more granular niche segments of the market.

The business model of most large banks appears to be increasingly transforming towards a standardised model, with simple products and centralised decision-making. As a result, opportunities are arising for players capable of entering asset classes and servicing businesses in an efficient, technology and data driven manner. The Boards believe that, as a delisted company supported by a strong shareholder, NIBC Holding is in an even better position to capitalise on these market opportunities, for the benefit of all stakeholders, including its clients and employees.

Blackstone's track record of investing and supporting growth combined with NIBC's entrepreneurial spirit is expected to enable further investments into new ventures and Fintech driven initiatives, provide an additional boost to NIBC's OTM franchise, support further diversification of NIBC's balance sheet, as well as enhance career development opportunities for NIBC's employees.

4. THE BOARDS' FINANCIAL ASSESSMENT OF THE OFFER

The Boards have considered a number of key financial aspects associated with the Offer as described below.

4.1 Financial Assessment

The COVID-19 pandemic outbreak has caused unprecedented volatility in the capital markets and uncertainty around global economic developments. All developed countries have found themselves in unseen lockdowns of their societies, which have pushed their economies in severe recessions with uncertain outlook on short and medium term recovery. Against this backdrop the financial prospects of banks, with NIBC being no exception, have been impacted meaningfully in the short and medium term.

The Boards have carefully reviewed the Offer in light of the medium and long-terms prospects of NIBC and considered the developments in the banking landscape more generally. To this extent the Boards have applied a range of valuation methodologies and financial analyses for various scenarios that are customarily used towards their financial assessment of the Offer. These included amongst others:

- Analysis based on recent share price developments of comparable publicly listed companies active in the Dutch and European banking sector

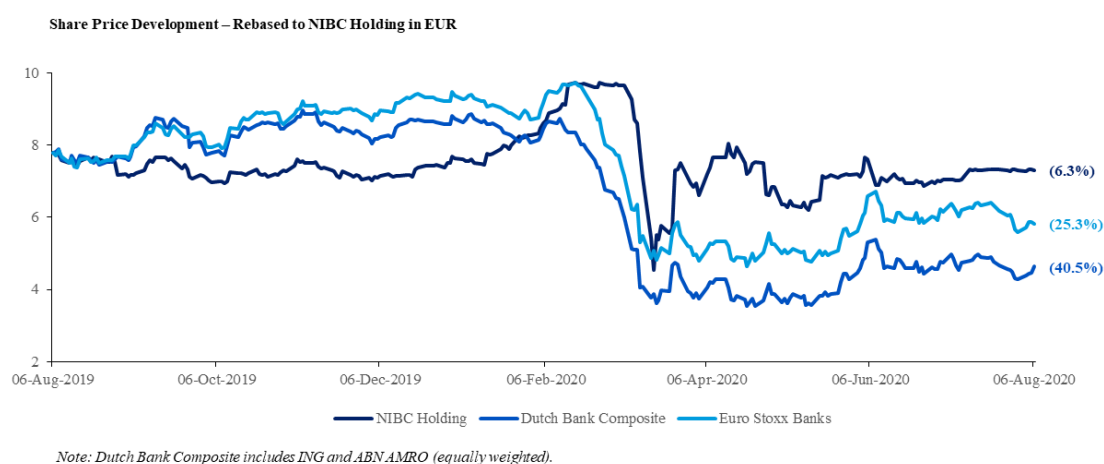
- Analysis based on customary valuation metrics for comparable publicly listed companies active in the Dutch and European banking sector
- Discounted cash flow analysis based on dividend discount models for NIBC, assuming internal financial forecasts and scenarios as prepared by NIBC.

The Boards have considered customary analyses based on precedent control premia to unaffected closing share prices. However, the Boards noted that the economic and capital markets environments have changed significantly since NIBC Holding's latest publicly recorded unaffected closing price per Share on 13 February 2020. As a consequence, no relevant unaffected benchmark closing share prices nor implied premia relative to those could be determined for NIBC Holding.

The Aggregate Transaction Amount of EUR 7.53 per Share provides the Shareholders a monetisation of their shares at a value equal to NIBC Holding's closing price on 31 December 2019 of EUR 7.52 per Share, comparing favourably to year-to-date share price performances of comparable publicly listed companies active in the Dutch and European banking sector. The Aggregate Transaction Amount represents a premium of 66% compared to the lowest closing price per Share since NIBC Holding and the Offeror announced they had entered into a Merger Protocol dated 25 February 2020 and a premium of 9% and 7% respectively over the volume weighted average price per Share over the last one month and three months period up until the last trading day prior to the announcement by NIBC Holding and the Offeror on 8 June 2020 that they had entered into discussions on the basis of a proposal from Blackstone to amend the Transaction.

The Aggregate Transaction Amount of EUR 7.53 per Share represents a ratio of price to tangible book value based on NIBC's latest audited financial statements per 31 December 2019 of 0.6x, comparing favourably to price to tangible book value ratios of comparable publicly listed companies active in the Dutch and European banking sector.

The graph below sets out the price development for Shares of NIBC Holding from 6 August 2019 to 6 August 2020.



4.2 Financial Adviser Opinions

The Boards received an opinion, dated 10 July 2020, of NIBC Holding's financial adviser, Bank of America Merrill Lynch International Designated Activity Company, Amsterdam branch, to the effect that, as of the date of such opinion, the Aggregate Transaction Amount of EUR 7.53 per Share to be paid to holders of Shares (other than JCF, Reggeborgh and their respective affiliates and, if applicable, Blackstone and its affiliates) in connection with the Offer and, if implemented, the Asset Sale and

Liquidation, taken together as an integrated transaction, was fair, from a financial point of view, to such holders, which opinion was based upon and subject to the assumptions made, procedures followed, matters considered and limitations and qualifications on the review undertaken as more fully described in such opinion (the **Boards' Financial Adviser Opinion**). The Boards' Financial Adviser Opinion was provided for the use and benefit of the Boards and does not constitute a recommendation to the holders of Shares as to whether to tender Shares in the Offer (if and when made) or how to vote or act in connection with the Offer, any related transactions (including the Asset Sale and Liquidation or any Post-Closing Restructuring Measures) or any other matter.

On 10 July 2020, the Supervisory Board received the opinion of its financial adviser, Lazard, to the effect that, as of the date of such opinion and based upon and subject to the factors, assumptions, qualifications and other matters set forth in such opinion, including, without limitation, the fact that the Final Dividend will be paid by NIBC Holding to the holders of Shares (other than JCF, Reggeborgh or any of their respective Affiliates) prior to the Settlement Date, (i) the Offer Price to be paid to holders of Shares pursuant to the Offer is fair, from a financial point of view, to the holders of Shares (other than the Offeror, JCF, Reggeborgh or any of their respective Affiliates) and (ii) the Purchase Price (as defined in the Asset Sale Agreement) is fair, from a financial point of view, to NIBC Holding (such opinion, the **Supervisory Board's Financial Adviser Opinion**). The Supervisory Board's Financial Adviser Opinion was provided for the use and benefit of the Supervisory Board and does not constitute a recommendation to the holders of Shares as to whether to tender Shares in the Offer (if and when made) or how to vote or act in connection with the Offer, any related transactions (including the Asset Sale and Liquidation or any Post-Closing Restructuring Measures) or any other matter.

The full text of the Boards' Financial Adviser Opinion and the Supervisory Board's Financial Adviser Opinion (together, the **Financial Adviser Opinions**), which sets forth the assumptions made, procedures followed, matters considered and limitations and qualifications on the review undertaken in connection with such Financial Adviser Opinions, is included in Schedule 1.

4.3 Other considerations

In addition to the foregoing, the Boards have also considered the following in their financial assessment of the Offer:

- (a) The form of consideration to be paid to the Shareholders is in cash, which will provide certainty of value, and liquidity, to Shareholders;
- (b) Major shareholders JCF and Reggeborgh, together representing 75.25% of all issued and outstanding ordinary share capital (excluding Treasury Shares), irrevocably committed to tender their Shares to the Offeror;
- (c) The Offeror shall finance the Offer by means of equity funding provided by the Blackstone Funds pursuant to a binding equity commitment letter for an aggregate amount of up to approximately EUR 1.05 billion, which equity funding is fully committed, subject to customary conditions;
- (d) The deal certainty offered by the Liquidated Damages Payment of EUR 46 million, payable by the Offeror in certain circumstances when the regulatory clearances for the Offer are not obtained and certain other cases (see section 4.16.5 of the Offer Memorandum);
- (e) The possibility for third parties making a Superior Offer if certain thresholds (as set out in paragraph 5.4 below) are met; and

- (f) At the date of this Position Statement, NIBC Holding is not in discussions with any third party regarding an alternative offer nor has any third party approached NIBC Holding indicating its interest to make an alternative offer prior to or after announcement of the Offer.

4.4 Assessment

Based on the above considerations, an evaluation of the Offer with the assistance of their advisers, and taking into account all relevant circumstances, the Boards determined that the Offer Price to be paid to the holders of Shares (other than the offered prices to JCF and Reggeborgh or any of their respective affiliates through Irrevocable Agreements) pursuant to the Offer is fair, from a financial point of view, to such holders.

5. THE BOARDS' NON-FINANCIAL ASSESSMENT OF THE OFFER

The Boards have considered a number of important non-financial aspects associated with the Offer. The non-financial arrangements agreed upon between NIBC Holding and the Offeror are described below.

5.1 Non-Financial Covenants

(a) Strategic Rationale

- (i) The Offeror and NIBC Holding confirm their agreement in respect of the strategic and business rationale for the Offer.
- (ii) After Settlement, the Offeror will keep the Group together (except to the extent requested by a competent competition or financial regulatory authority) and work with the Group to grow the business.
- (iii) The Offeror confirms that it (i) will not close or dispose of any business operated by the Group, unless proposed by the Managing Board, and (ii) will continue to apply the names and logos of the brands of NIBC Holding and of the majority owned Group Companies in all relevant markets.

(b) Business Plan

The Offeror and NIBC Holding shall each respect and support the realisation of the Business Plan, other than as mutually agreed otherwise between the Offeror and the management of NIBC Holding.

(c) Funding and Capital

The Offeror and NIBC Holding will ensure that after Settlement the Group will remain prudently capitalised and funded to safeguard business continuity also taking into account any dividends paid out, execute the Business Plan and support the success of the business, including but not limited: (i) in respect of the level of debt incurred or to be incurred by the Group, (ii) maintaining at least the CET1 capital ratio in accordance with regulatory requirements, including any binding instructions from the DNB in this respect and (iii) continuing to operate within management's target funding and liquidity ratios.

(d) Governance

- (i) The Offeror and NIBC Holding agree that NIBC Holding shall continue to apply the full large company regime (*volledig structuurregime*).

- (ii) NIBC Holding shall continue to comply with the Dutch Banking Code (*Code Banken*).
 - (iii) As long as NIBC Holding's Shares remain listed on Euronext Amsterdam, the Offeror shall procure that NIBC Holding shall continue to comply with the current Dutch Corporate Governance Code, except for (i) current deviations and (ii) deviations from the aforementioned codes that find their basis in the Merger Protocol.
- (e) *Organisation*
- (i) The head office of the Group will be at the offices of NIBC Holding in The Hague, the Netherlands.
 - (ii) The management and central place of business of the Group will be at NIBC Holding's offices in The Hague, the Netherlands.
 - (iii) The Offeror intends to avoid a substantial number of forced redundancies wherever it can, without prejudice to the Group's current practices in respect of temporary or interim employees.
- (f) *Employees*
- (i) The existing rights and benefits of the Group's employees shall be respected by the Offeror.
 - (ii) The social policies and social plans of the Group as disclosed to the Offeror to date shall be respected by the Offeror.
 - (iii) The existing pension rights of the Group's current and former employees shall be respected by the Offeror.

The Offeror recognises the existing rights of and arrangements with the relevant works councils and trade unions of the Group under the Dutch Civil Code, the Dutch Works Council Act and NIBC Holding's Articles of Association and the covenants with the relevant works councils and NIBC Holding, and shall respect these rights.

(g) *Minority Shareholders*

The following resolutions by the Supervisory Board shall require the prior approval of the Supervisory Board with the affirmative vote of at least one of the Designated Independent Non-Executives:

- (i) issuing additional shares in the capital of NIBC Holding for cash without offering pre-emption rights to minority shareholders in NIBC Holding;
- (ii) agreeing and entering into a related party transaction between the Offeror on the one hand and any member of the Group on the other hand or any other agreement, in each case, which is not at arm's length; and
- (iii) the proposal to the general meeting of shareholders of NIBC Holding of any other resolution which disproportionately prejudices the value of, or the rights relating to, the shares held by the minority shareholders in NIBC Holding.

(h) *Other*

The Offeror will support the Group in furthering its current commitment to corporate social responsibility.

The Offeror will ensure it fosters a culture of excellence, where qualified employees are offered attractive training and career progression.

5.2 Duration of the Non-Financial Covenants

The Non-Financial Covenants:

- (a) set forth in section 5.1(d)(i) and 5.1(d)(ii) (*Governance*) of this Position Statement, expire sixty (60) months after the Settlement Date;
- (b) set forth in section 5.1(g) (*Minority Shareholders*) of this Position Statement cease to apply on the earliest of (a) the date on which the Offeror holds 100% of the NIBC Holding's aggregate issued and outstanding ordinary share capital on a fully diluted basis, (b) the date on which the statutory squeeze-out is initiated, or (c) the date on which the holders of shares have received the proceeds from any Post-Closing Restructuring Measure transaction (including the Asset Sale and Liquidation); and
- (c) other than the Non-Financial Covenants referred to under section 5.2(a) and 5.2(b) above, expire twenty-four (24) months after the Settlement Date, such period, as applicable

5.3 Benefit and enforcement

The Non-Financial Covenants and the provisions set forth in Clauses 3 (*Rationale of the Offer; Future Strategy*), 4 (*Squeeze out; Post-Closing Restructuring Measures*) and 5 (*Future Governance*) of the Merger Protocol are made to NIBC Holding as well as, by way of irrevocable third party undertaking for no consideration (*onherroepelijk derdenbeding om niet*), to the Designated Independent Non-Executives in function from time to time. Any Designated Independent Non-Executive leaving office, must assign, with effect from such person leaving office, the benefit of such undertaking to a new Designated Independent Non-Executive in function. The Offeror has agreed in advance to such assignment. The Offeror will bear all costs and expenses relating to the enforcement by the Designated Independent Non-Executives.

Any deviations from the Non-Financial Covenants within the applicable timeframes (as set forth under section 5.2 (*Duration*) of this Position Statement) shall only be permitted with the prior approval of the Supervisory Board including an affirmative vote of at least one Designated Independent Non-Executive or an independent successor of a Designated Independent Non-Executive to whom the benefit of the irrevocable third party undertaking has been assigned.

5.4 Superior Offer

NIBC Holding has agreed with the Offeror certain arrangements with respect to a possible Superior Offer and subsequent termination of the Merger Protocol. These arrangements are customary for a Dutch public offer and do not prohibit a *bona fide* third party to make a Superior Offer. They are summarized as follows. For an extensive description of a Superior Offer, please refer to section 4.16 (*Certain arrangements between the Offeror and NIBC Holding*) of the Offer Memorandum.

In the event that NIBC Holding receives a serious written Alternative Proposal from a *bona fide* third party that, in the sole discretion of the Boards, is reasonably likely to qualify as or lead to (but does not yet constitute) a Superior Offer for NIBC Holding such that the Boards are of the view that, in the

exercise of their fiduciary duties to NIBC Holding and its stakeholders, they should explore such Alternative Proposal to NIBC Holding (a "**Potential Superior Offer**"), NIBC Holding shall promptly give written notice thereof to the Offeror in accordance with 4.16.1 (d) of the Offer Memorandum.

After having given the notice specified above and subject to compliance with clause 14 (*Exclusivity*) of the Merger Protocol, NIBC Holding may engage in discussions or negotiations in relation to the Potential Superior Offer with such third party and disclose confidential information to such third party for a period of no longer than 10 Business Days following the receipt of the written proposal referred to in the previous paragraph (the "**Potential Superior Offer Period**"), provided that (i) during the Potential Superior Offer Period NIBC Holding shall continue to co-operate with the Offeror in accordance with the terms of this Merger Protocol and continue to keep the Offeror informed of any material developments with respect to such Potential Superior Offer, and (ii) under no circumstances shall NIBC Holding provide to a third party any confidential information that it has not provided to the Offeror unless NIBC Holding shall also at the same time provide such confidential information to the Offeror.

A **Superior Offer** is a bona fide binding proposal in writing from a bona fide third party for a business combination or transaction that would involve (an attempt to effect) a change of control of NIBC Holding through an offer for all issued and outstanding Shares or all of the assets of the Group that, in either case, in the reasonable opinion of Boards is – taking into account the identity and track record of the Offeror and that of the third party making such proposal, certainty of execution (including, but not limited to, certainty of funding, financial regulatory- and anti-trust clearances), conditionality, timing, benefits for employees and the interests of the shareholders and other stakeholders of NIBC Holding – a more beneficial offer than the Offer as contemplated in the Merger Protocol, provided that (i) such Superior Offer is in cash, (ii) the weighted average of the consideration per Share offered in the Superior Offer exceeds that of the weighted average price per Share offered by the Offeror (of EUR 7.00) by at least 8%, whereby the consideration per Share offered to Shareholders exceeds the Offer Price by at least 8%, and (iii) the Superior Offer includes non-financial commitments by such third party that are better from the perspective of NIBC Holding than the Non-Financial Covenants, failing which such merger, offer or proposal shall not qualify as a Superior Offer. The weighted average consideration of any subsequent Superior Offer (which shall include any amended Superior Offer) must exceed the most recent weighted average consideration offered by the Offeror for each of the Shares, including in any Matching Offer, by at least 8%. To the extent that the Superior Offer is an offer for all or substantially all of the assets of the Group, the calculation shall be made on the basis of the net proceeds (excluding dividend withholding tax) to be distributed to the Shareholders resulting from such a transaction (to be valued at the first trading day on Euronext Amsterdam following the execution of the Merger Protocol) calculated on a per Share basis.

In the event that a Potential Superior Offer is determined to be a Superior Offer, NIBC Holding shall inform the Offeror thereof in writing (the **Notice**). The Offeror has the right to revise its Offer within ten Business Days following the date on which it has received the Notice. If the Offeror matches the Superior Offer, NIBC Holding and the Offeror shall continue to be bound to the Merger Protocol. If the Offeror does not match the Superior Offer, NIBC Holding and the Offeror each have the right to terminate the Merger Protocol, upon NIBC Holding (conditionally) agreeing to the Superior Offer.

In the event the Merger Protocol is terminated by the Offeror or NIBC Holding because a Superior Offer is not matched by the Offeror, NIBC Holding shall be obliged to pay a termination fee of EUR 13.6 million to the Offeror.

5.5 Assessment

Based on the above considerations, an evaluation of the Offer with the assistance of its advisers, and other relevant circumstances, the Boards determined that the Offer, the Asset Sale and Liquidation and

the agreements formalised in the Merger Protocol are in the long-term interest of NIBC Holding, the sustainable success of its business and of its clients, employees, Shareholders and other stakeholders.

6. GOVERNANCE

6.1 The Managing Board

The Offeror and NIBC Holding have acknowledged and agreed the intention that the current members of the Managing Board shall upon Settlement continue to serve as members of the Managing Board.

6.2 The Supervisory Board

The Offeror and NIBC Holding have acknowledged and agreed that at the Settlement Date and subject to regulatory approval, the Supervisory Board will initially be composed as follows:

- (a) three new members, being Mr. Q. Abbas, Mr. N. El Gabbani and a third nominee to be confirmed at a later stage, which will be designated by the Offeror for nomination by the Supervisory Board for appointment by the general meeting of shareholders as members of the Supervisory Board, who are non-independent from the Offeror (**Designated Investor Non-Executives**) and whose appointment is to take effect as of the Settlement Date; and
- (b) four persons who are currently a member of the Supervisory Board, being Mr D.M. Sluimers (Chairman), Mrs A.G.Z. Kemna (Vice-Chair), Mrs S.M. Zijderveld, and Mr J.J.M. Kremers, who are considered independent from the Offeror within the meaning of the Dutch Corporate Governance Code (**Designated Independent Non-Executives**). NIBC Holding and the Offeror expect the Designated Independent Non-Executives to remain in function for a period of at least 12 months after the Settlement Date.

NIBC Holding and the Offeror have agreed that, after Settlement, the members of the Supervisory Board, shall, among themselves as well as with DNB, subject to regulatory approval, procure the increase of the size of the Supervisory Board to nine members with two, currently not yet identified, members who will have specific expertise and experience to complement the Supervisory Board in order to reflect the best possible governance of NIBC Holding.

NIBC Holding and the Offeror have acknowledged that for as long as NIBC Holding applies the large company regime (*structuurregime*) and the Works Council has a reinforced right to recommend one or more persons for nomination as member of the Supervisory Board, such persons shall at all times be one or more of the Designated Independent Non- Executives, and not any Designated Investor Non-Executive.

The Offeror and NIBC Holding have furthermore agreed that they shall use their respective reasonable best efforts, including, as the case may be, through their vote in favour of any agreed (proposal for the) nomination or appointment of any person to the Supervisory Board, their acceptance of any resignation handed in by any member of the Supervisory Board and their vote in favour of any dismissal from the Supervisory Board, to ensure that the Supervisory Board shall be composed as set out in section 4.7.2 of the Offer Memorandum following Settlement.

NIBC Holding shall maintain the personal union (*personele unie*) between NIBC Holding and NIBC Bank N.V. and shall procure that at all times (i) the supervisory board of NIBC Bank N.V. shall be composed of the same persons as the Supervisory Board and that such persons shall have the same role and title on the supervisory board of NIBC Bank N.V. as they have on the Supervisory Board and (ii) the managing board of NIBC Bank N.V. shall be composed of the same persons as the Managing Board and that such persons shall have the same role and title on the managing board of NIBC Bank N.V.

7. FINANCIALS

Reference is made to section 13 (*Financial Information on NIBC Holding*) of the Offer Memorandum, which includes the financial information required by annex G of the Takeover Decree.

NIBC Holding intends to publish its condensed interim report for the period ending 30 June 2020, including an accompanying review report by NIBC Holding's auditor Ernst & Young Accountants LLP on 13 August 2020.

8. CONSULTATION

8.1 Works Council

NIBC Holding has requested the advice from the joint works council (*gemeenschappelijke ondernemingsraad*) of the Group (the **Works Council**) on the Transaction including the Offer, and on relevant related topics such as, amongst others:

- (a) the Boards' support for and the recommendation of the Transaction;
- (b) the Irrevocable Agreements between the Offeror and each of JCF and Reggeborgh;
- (c) the proposed changes to the governance structure as set out in section 4.7 of the Offer Memorandum; and
- (d) the (possible) Asset Sale and Liquidation.

On 30 July 2020 the Works Council has rendered its unconditional positive advice in relation to Transaction, including the Offer and the topics mentioned above.

8.2 SER

The secretariat of the Social Economic Council (*Sociaal Economische Raad*) has been informed in writing of the Offer in accordance with the rules relating to Mergers of the Social Economic Council (*SER Fusiegedragsregels 2015*).

9. OVERVIEW OF SHARES HELD, SHARE TRANSACTIONS AND INCENTIVE PLANS

9.1 Shares and other instruments held by members of the Managing Board and the Supervisory Board

Managing Board

At the date of this Position Statement, Shares and other instruments are held by the members of the Managing Board as shown in the following tables.

<u>Instrument</u>	<u>P.A.M. de Wilt</u>	<u>H.H.J. Dijkhuizen</u>	<u>R.D.J. van Riel</u>	<u>Total</u>
PSUs	39,388	27,354	24,524	91,266
RPSUs	8,951	6,457	6,457	21,865

The cash entitlements in respect of the above instruments are gross (before tax) and relate to variable remuneration 2015-2019 granted at the following share price levels: EUR 8.84 (2015), EUR 7.96 (2016), EUR 10.24 (2017) EUR 8.15 (2018) and EUR 6.84 (2019).

Instrument	P.A.M. de Wilt	H.H.J. Dijkhuizen	R.D.J. van Riel	Total
CDRs granted under the one-off retention package	103,932	75,586	75,586	255,104

Above instruments were granted in two parts at a level of EUR 8.75 and EUR 8.01 (excluding fiscal discount for lock-up)

Instrument	P.A.M. de Wilt	H.H.J. Dijkhuizen	R.D.J. van Riel	Total
CDRs acquired via the DRPP	54,498	39,635	N/A	94,133

Above instruments were acquired from own means at a level of EUR 8.75 at IPO date (excluding fiscal discount for lock-up)

Instrument	P.A.M. de Wilt	H.H.J. Dijkhuizen	R.D.J. van Riel	Total
Shares	302,940	183,993	182,893	669,826

Related loans

For the acquisition of certain Shares by the members of the Managing Board, the following loans were provided by JCF:

Managing director	Loan (in EUR)	Own investment (in EUR)	Number of related Shares
P.A.M. de Wilt	1,200,000	300,000	258,140
H.H.J. Dijkhuizen	800,000	200,000	172,093
R.D.J. van Riel	800,000	200,000	172,093
Total	2,800,000	700,000	602,326

- The loans provided by JCF are bearing interest at 5% including the premium of the put options (as set forth below). The term of the loans is five years.
- The related Shares have been pledged to JCF.
- The voting rights of the related Shares have been transferred to JCF.

- d) The members of the Managing Board have a put option with an exercise price at 80% of the purchase price, adjusted for the accrued and capitalised interest and an exercise date five years after the purchase date.
- e) JCF has a call option with an exercise price at 80% of the purchase price, adjusted for the accrued and capitalised interest and an exercise date five years after the purchase date.
- f) The related Shares purchased cannot be sold for five years, except in the situation of a change of control of NIBC Holding. In that case the loans including capitalised and accrued interest must be repaid.
- g) The members of the Managing Board have committed themselves towards JCF to fully repay these loans on the Settlement Date and agreed with JCF that the pledge on their Shares will be lifted ultimately on the fifth Business Day prior to expiry of the Acceptance Period. As a result the members of the Managing Board will be able to tender their shares in the Offer free from any encumbrance.

Supervisory Board

At the date of this Position Statement, Shares are held by the members of the Supervisory Board as shown in the following table.

<u>Name</u>	<u>Shares with voting rights</u>	<u>Category of shares</u>
M. Christner	20,000	Ordinary Shares

Board Irrevocables

One (dependent) member of the Supervisory Board and the members of the Managing Board have executed irrevocable undertakings pursuant to which they have agreed with the Offeror that they will accept the Offer in respect of all Shares that they held at the date of such Board Irrevocable and/or will acquire after the date thereof and that they shall tender such Shares to the Offeror in accordance with the terms and conditions of the Offer and the irrevocable undertakings (the **Board Irrevocables**).

9.2 Share transactions

Managing Board

Except as provided below, no transactions or agreements in respect of securities issued by NIBC Holding have been effected or have been concluded, and no similar transactions have been effected in respect of securities issued by NIBC Holding during the twelve months preceding the date hereof by any member of the Managing Board, nor by any of their spouses (*echtgenoten*), registered partners (*geregistreeerde partners*), minor children (*minderjarige kinderen*) and any entities over which these members or other persons referred to have control (*zeggenschap hebben in*) within the meaning of Annex A, paragraph 2, subparagraphs 6 and 7 of the Takeover Decree.

The table below provides an overview of the PSUs and RPSUs that have been granted in the year prior to the publication of the Position Statement as part of the regular 2019 variable remuneration.

<u>Instrument</u>	<u>P.A.M. de Wilt</u>	<u>H.H.J. Dijkhuizen</u>	<u>R.D.J. van Riel</u>
PSUs	7,419	5,396	5,396
RPSUs	4,946	3,597	3,597

In addition, the table below provides an overview of RPSUs granted in previous years which have vested into PSUs according to the regular vesting scheme in the year prior to the publication of the Position Statement.

Instrument	P.A.M. de Wilt	H.H.J. Dijkhuizen	R.D.J. van Riel
Increase in PSUs	3,803	2,668	2,932
Decrease in RPSUs	3,803	2,668	2,932

No pay out of PSUs has taken place as a consequence of the five year holding period applicable to PSUs. The cash entitlements in respect of the above instruments are gross (before tax).

Supervisory Board

No transactions or agreements in respect of securities issued by NIBC Holding have been effected or have been concluded, and no similar transactions have been effected in respect of securities issued by NIBC Holding during the twelve months preceding the date hereof by any member of the Supervisory Board, nor by any of their spouses (*echtgenoten*), registered partners (*geregistreeerde partners*), minor children (*minderjarige kinderen*) and any entities over which these members or other persons referred to have control (*zeggenschap hebben in*) within the meaning of Annex A, paragraph 2, subparagraphs 6 and 7 of the Takeover Decree.

Incentive plans

Reference is made to section 5.9 (*NIBC Remuneration Policy*) of the Offer Memorandum, which includes the relevant information on the NIBC Holding's incentive plans and the treatment thereof under the Offer.

9.3 Compensation payments

The members of the Supervisory Board who shall resign as per the Settlement Date will not receive any payment in connection with their resignation.

10. POST-CLOSING RESTRUCTURING MEASURES

The Merger Protocol does provide for several restructuring measures in order to allow the Offeror to take certain steps to acquire 100% of the Shares or the business of NIBC Holding. The different possibilities are described below under the headings "Buy-out", "Asset Sale and Liquidation" and "Other Post-Closing Restructuring Measures".

10.1 Delisting, Squeeze-Out Procedures

In the event the Offer is declared unconditional (*gestand wordt gedaan*) it is intended that the listing of NIBC Holding on Euronext Amsterdam will be terminated as soon as possible. It is the intention of the Offeror to acquire ultimately 100% of the Shares, including through the acquisition of all Shares in the capital of NIBC Holding. If, following the Settlement Date, the Offeror and its Affiliates, alone or together with NIBC Holding, hold at least 95% of the Shares, the Offeror shall, at its discretion commence (i) a statutory buy-out procedure (*uitkoopprocedure*) in accordance with article 2:92a DCC

or (ii) the takeover buy-out procedure in accordance with article 2:359c DCC to buy out the holders of Shares that are not yet held by the Offeror and its Affiliates.

10.2 Asset Sale and Liquidation

Rationale

Taking account of the strategic rationale for the Transaction as set out in section 4.4. (*Rationale of the Offer*) of the Offer Memorandum, NIBC Holding acknowledges the importance to the Group and its ability to achieve its goals to have a shareholder that owns 100% of the Shares or NIBC Holding's assets and operations. This importance is based, inter alia, on (i) the fact that having a single shareholder and operating without a public listing increases the Group's ability to achieve its goals and implement its strategy and (ii) the ability of NIBC Holding and the Offeror to terminate the listing of the Shares from Euronext Amsterdam.

In light of the above, including deal certainty considerations and the fact that the Offeror's willingness to pursue to strategic rationale, to pay the Offer Price and to pursue the Transaction is predicated on the acquisition of 100% of the Shares, and in light of the willingness of the Offeror to reduce the minimum acceptance threshold as set out in section 4.14.1(a) (*Offer*) of the Offer Memorandum, from 95% to 85% of NIBC Holding's issued and outstanding share capital (*geplaatst en uitstaand gewoon aandelenkapitaal*) if there is an Asset Sale and Liquidation as set out below, the Boards have approved the Asset Sale and Liquidation.

Brief description of the Asset Sale and Liquidation

The Asset Sale and Liquidation will entail (i) the transfer of the Business to the Offeror; (ii) payment of the Purchase Price, being equal to the Offer Price per Share, multiplied by the total number of Shares issued and outstanding at the time the Offer is declared unconditional; (iii) the Shareholders who did not tender their Shares in the offer, receiving a cash amount equal to the Offer Price per Share, without interest and subject to taxes, if any; and (iv) liquidation and dissolution of NIBC Holding. For a more detailed description of the Asset Sale and Liquidation, please refer to section 4.17.2 (*Asset Sale and Liquidation*) of the Offer Memorandum.

Implementation and conditions

To implement the Asset Sale and Liquidation, the Offeror and NIBC Holding have entered into the Asset Sale Agreement pursuant to which NIBC Holding's Business (consisting of all assets and liabilities of NIBC Holding) shall be sold and transferred to the Offeror or an Affiliate of the Offeror and subsequently NIBC Holding shall be liquidated.

Subject to:

- (a) the Asset Sale Agreement having been entered into between the Offeror and NIBC Holding and being in full force and effect and not having been amended without the Offeror's prior written consent, NIBC Holding not having breached the Asset Sale Agreement or, if NIBC Holding has breached the Asset Sale Agreement and such breach was capable of being remedied, it having remedied such breach prior the Acceptance Closing Time, or, if the Offeror has extended the Acceptance Period, the Postponed Acceptance Closing Time;
- (b) the number of Tendered Shares (including those, for the avoidance of doubt, tendered following the Post Acceptance Period), together with (i) the Shares directly or indirectly held by the Offeror or its Affiliates, (ii) any Shares irrevocably committed to the Offeror or any of its Affiliates in writing subject only to the Offer being declared unconditional, and (iii) any Shares to which the Offeror or any of its Affiliates is entitled (*gekocht maar nog niet geleverd*)

(including, as a result of the Offer being declared unconditional, under the Irrevocable Agreements), representing less than 95% but at least 85% of NIBC Holding's aggregate issued and outstanding ordinary share capital (*geplaatst en uitstaand kapitaal*) (excluding any Treasury Shares);

- (c) the resolutions required for the Asset Sale and Liquidation having been adopted at the EGM;
- (d) the required ECB and DNB approvals in relation to the Asset Sale and Liquidation having been obtained;
- (e) the consultation procedures pursuant to the Dutch Works Council Act (*Wet op de ondernemingsraden*) with respect to the advice of the central works council of the Group has been materially complied with, such that:
 - (i) the central works council of the Group has rendered the requested advice in relation to the Asset Sale and Liquidation (to the extent necessary) on terms and conditions acceptable to NIBC Holding and the Offeror, acting reasonably;
 - (ii) the central works council of the Group has confirmed in writing that (A) it has been duly informed on the Asset Sale and Liquidation, (B) it waives its rights under the Dutch Works Council Act to give advice with respect to any (implementation) decisions following therefrom and/or to appeal to the Enterprise Section (*Ondernemingskamer*) of the Amsterdam Court of Appeal (*Gerechtshof*) in relation to any and all such decisions and (C) the term of suspension (*opschortingstermijn*) as referred to in clause 25 (6) Dutch Works Council Act shall not apply; or
 - (iii) the Enterprise Section of the Amsterdam Court of Appeal has rejected the appeal, if any, made by the central works council of the Group, or no appeal has been timely instituted;
- (f) the Dividend Waiver Letter Agreement having been duly executed, remaining in full force and effect and not having been amended or terminated without the prior written consent of the Offeror and the conditions subsequent (*ontbindende voorwaarden*) under the Dividend Waiver Letter Agreement have not been met; and
- (g) no order, stay, judgment or decree having been issued by any court, arbitral tribunal, government, governmental authority or other regulatory or administrative authority that remains in force and effect, and no statute, rule, regulation, governmental order or injunction having been enacted, which prohibits the implementation of the Asset Sale and Liquidation,

the Offeror shall, subject to satisfaction or waiver of the other Offer Conditions, declare the Offer unconditional, in which event the Offeror may decide, after Settlement, implement the Asset Sale and Liquidation. It is expected that the Offer shall implement the Asset Sale in the event that following the Settlement Date or the settlement of the Shares tendered during the Post Acceptance Period, the Offeror has not acquired 95% or more of NIBC Holding's issued and outstanding ordinary share capital (*geplaatst en uitstaand gewoon aandelenkapitaal*).

Assessment of stakeholders' interests in connection with the Asset Sale and Liquidation

Shareholders

If a substantial part of Shareholders wishes to benefit from the exit opportunity presented by the Offer, the Boards consider it their fiduciary duty, taking into account the interests of NIBC Holding, its connected business and all of its stakeholders, to investigate and propose to the Shareholders a

transaction structure on the basis of which such exit opportunity would indeed be available while at the same time reducing, to the extent possible, the adverse consequences of such alternative structure (if any) for the Shareholders and other stakeholders.

The Asset Sale and Liquidation is a proportionate measure in order to reach the objectives of the Offer including that the Offeror shall own 100% of the Shares or NIBC Holding's assets and operations. Asset Sale and Liquidation will only be applied if following Settlement Date, the Offeror and its Affiliates, alone or together with NIBC Holding, hold at least 95% of the Shares and as a result a buy-out procedure is not possible.

The Minority Shareholders will, shortly after completion of the Offer, receive payment in the form of a liquidation distribution equal to the Offer Price, subject to withholding taxes and other taxes, if applicable.

In their deliberations on the Asset Sale and Liquidation, the Boards have considered the possible tax losses suffered by Minority Shareholders receiving the advance liquidation distribution. The Boards have concluded that, considering (i) the strategic rationale for the Transaction as set out in section 4.4. (*Rationale of the Offer*) of the Offer Memorandum, (ii) the importance of the Asset Sale and Liquidation as a crucial condition of the Offer and (iii) the offered possibility for the Shareholders to tender their Shares under the Offer to the Offeror after Settlement, that the interest of the Minority Shareholders are not unreasonably nor disproportionately harmed and that sufficient measures are taken in order to prevent the possible tax losses for the Minority Shareholders.

Employees

The Boards have carefully considered the position and the role of the employees in the Transaction, including in the Asset Sale and Liquidation, taking into account that the Non-Financial Covenants (including those relating to employees) will remain in full force and effect as set out below. At the date of this Position Statement, all employees of the Group are employed by direct and indirect subsidiaries of NIBC Holding. On completion of the asset sale, the business, including all subsidiaries of NIBC Holding, will be transferred to the Offeror as a whole and as such, the rights and obligations between such subsidiaries and their respective employees will remain in full force and effect and are not adversely affected by the Asset Sale and Liquidation. The Works Council has provided its unconditional positive advice in relation to the Transaction including the Asset Sale and Liquidation.

Other stakeholders

The rights and obligations of NIBC Holding under the Non-Financial Covenants will remain in full force and effect in accordance with the Merger Protocol and will transfer to the Offeror as a result of the Asset Sale and Liquidation as set forth in more detail in section 4.17.2 (*Asset Sale and Liquidation*) of the Offer Memorandum.

As the Asset Sale and Liquidation was a fundamental requirement of the Offeror to reduce the minimum acceptance threshold to 85% of the Shares, which increases deal certainty, and considering the importance for the Offeror to obtain certainty of acquiring the full ownership of NIBC Holding and its business against payments of the aggregate Offer Price, and considering the strategic rationale for the Transaction as set out in section 4.4. (*Rationale of the Offer*), the Boards believe that agreeing to the Asset Sale and Liquidation, subject to the agreed conditions, is in the interest of the sustainable success of the Group and all its stakeholders.

10.3 Other Post-Closing Restructuring Measures

Subject to the Offer being declared unconditional, the Offeror may effect, or cause to effect, any other restructuring of NIBC Holding and the Group for the purpose of achieving an optimal operational, legal, financial and/or fiscal structure in accordance with the Merger Rules, Dutch corporate law and Dutch law in general, some of which may have the effect of diluting the interest of any remaining holders of Shares (the **Post-Closing Restructuring Measures**) including but not limited to:

- (a) the issue of Shares by NIBC Holding against a contribution of cash and/or assets to NIBC Holding, in which circumstances the pre-emptive rights (*voorkeursrechten*), if any, of Shareholders other than the Offeror may be excluded;
- (b) a sale and transfer of assets and liabilities by the Offeror or by a member of the Offeror's group to any member of the Group or a sale and transfer of assets and liabilities by any member of the Group to the Offeror or to any other member of the Offeror's group;
- (c) a statutory cross-border or domestic (bilateral or triangular) legal merger (*juridische (drie hoeks-) fusie*) in accordance with sections 2:309 *et seq* DCC between NIBC Holding, the Group, the Offeror and/or one (1) or more other members of the Offeror's group;
- (d) a statutory legal demerger (*juridische splitsing*) of NIBC Holding in accordance with sections 2:334a *et seq* DCC;
- (e) conversion of NIBC Holding into a private limited company (*besloten vennootschap met beperkte aansprakelijkheid*);
- (f) a subsequent public offer by the Offeror for any Shares not held by the Offeror;
- (g) distribution by NIBC Holding of any proceeds, cash and/or assets to the Shareholders of NIBC Holding;
- (h) make any changes to the dividend policy of NIBC Holding;
- (i) any combination of the foregoing; or
- (j) any other transactions, restructurings, share issues, procedures and/or proceedings in relation to NIBC Holding and/or one or more members of its Group required to effect the above-mentioned objective.

In the undertaking of any Post-Closing Restructuring Measure, due consideration will be given to requirements of applicable law, including the fiduciary duties of the members of the Boards at that time to consider the interests of all stakeholders of NIBC Holding, including minority Shareholders and relevant employee representation bodies' information and/or consultation requirements. Any Post-Closing Restructuring Measure that could reasonably be expected to disproportionately prejudice the value of the Shares of the Shareholders other than the Offeror will require the affirmative vote of at least one of the Designated Independent Non-Executives to ensure due consideration will be given to the interests of minority Shareholders, next to the required approval of the Boards and that of the general meeting of Shareholders (to the extent applicable). Such affirmative vote is not required in respect of (i) any squeeze-out procedure (*uitkoopprocedure*) or (ii) a rights issue or any issue where such Shareholders have been offered a reasonable opportunity to subscribe pro rata to their then existing shareholding.

11. RECOMMENDATION

The Managing Board and the Supervisory Board (with and without the Managing Board being present) have frequently met to discuss the developments, discussions, process and preparations in relation to the Offer throughout the process since receipt of Blackstone's initial letter of interest.

In accordance with their fiduciary duties, the Boards have carefully and extensively assessed the Offer with the assistance of their legal and financial advisers. In addition, the Boards have received the Boards' Financial Adviser Opinion mentioned in the first paragraph of section 4.2 (*Financial Adviser Opinions*) of this Position Statement, and the Supervisory Board has received the Supervisory Board's Financial Adviser Opinion mentioned in the second paragraph of section 4.2 (*Financial Adviser Opinions*).

With reference to the above, after having reviewed with the assistance of their legal and financial advisers the terms and conditions of the Offer and any other actions contemplated in the Merger Protocol, including the Non-Financial Covenants, and having taken the interests of all of NIBC Holding's stakeholders into account, the Boards both unanimously determined that the Offer is in the long-term interests of NIBC Holding, the sustainable success of its business and its clients, employees, shareholders and other stakeholders.

The Boards both unanimously support the Transaction and, on the basis of the Merger Protocol and the Merger Rules being complied with, recommend the Offer for acceptance to the shareholders of NIBC Holding (the **Recommendation**). Accordingly, the Boards recommend that shareholders of NIBC Holding vote in favour of the Resolutions at the upcoming EGM of NIBC Holding, to be held during the Acceptance Period.

12. AGENDA EXTRAORDINARY GENERAL MEETING

In accordance with article 18, paragraph 1 of the Takeover Decree, NIBC Holding has convened the EGM to discuss the Offer and, subject to the terms of the Merger Protocol, recommend the Offer to the Shareholders for acceptance and recommend the Shareholders to vote in favour of the Resolutions.

This EGM shall be held on 7 October 2020 at 15.00 hours CET at Carnegieplein 4, 2517 KJ The Hague.

During the EGM, the Shareholders will be requested to, amongst others, resolve on:

- (i) the amendment of the Articles of Association as set out in section 4.8 (*Amendments to the constitutional documents*) of the Offer Memorandum;
- (ii) the appointment of Q. Abbas and N. El Gabbani as members of the Supervisory Board;
- (iii) all resolutions and approvals necessary for the purpose of implementing the Asset Sale and Liquidation (subject to the relevant regulatory approvals);
- (iv) the acceptance of the resignation and the granting of full and final discharge and release from any and all liabilities in respect to the supervisory duties of the resigning members of the Supervisory Board;
- (v) the granting of full and final discharge from liability to all members of the Managing Board and all non-resigning members of the Supervisory Board for their functioning until the date of the EGM, as per the Settlement Date; and

- (vi) all corporate resolutions required to give effect to cancellation (*intrekking*) of the Treasury Shares held by NIBC Holding, subject to the Offer being declared unconditional.

The Resolutions will be conditional upon Settlement taking place and will become effective as of the Settlement Date, unless indicated otherwise. Each Resolution shall be adopted if a simple majority of the votes cast is in favour of such Resolution.

The convocation notice and the full agenda of the EGM (and the explanatory notes thereto) are available on NIBC Holding's website (www.nibc.com) and are included in Schedule 2 of this Position Statement.

SCHEDULE 1
FINANCIAL ADVISER OPINIONS

Attached separately

July 10, 2020

The Managing Board and the Supervisory Board
NIBC Holding N.V.
Carnegieplein 4
2517 KJ The Hague
The Netherlands

The Managing Board and the Supervisory Board:

We understand that NIBC Holding N.V. (“NIBC”) proposes to enter into a second amendment to the Merger Protocol dated February 25, 2020 (as amended, the “Amended Merger Protocol”) with Flora Acquisition B.V. (the “Offeror”), an entity owned by certain funds managed and/or advised by certain entities affiliated with The Blackstone Group Inc. (each of the foregoing, individually and collectively, “Blackstone”), pursuant to which, among other things, the Offeror intends to make a recommended public offer (the “Offer”) for all outstanding ordinary shares, nominal value €0.02 per share, of NIBC (the “Shares”) for aggregate consideration of €7.53 per Share (the “Offer Consideration”), consisting of (i) €7.00 per Share in cash (subject to certain adjustments in respect of dividends (other than the Final Dividend as defined below) or other distributions, as to which adjustments we express no opinion), and (ii) prior to settlement of the Offer, an unconditional final dividend payment by NIBC of €0.53 per Share in cash for the financial year 2019 (the “Final Dividend”).

We also understand that J.C. Flowers & Co. LLC (“JCF”) and Reggeborgh Invest B.V. (“Reggeborgh”) have agreed to provide irrevocable undertakings to tender their respective Shares in the Offer and have agreed to waive the right to collect the Final Dividend payable on Shares held by JCF, Reggeborgh or their respective affiliates until such time that, in the opinion of the Managing Board and the Supervisory Board of NIBC (collectively, the “Boards”), payment is feasible and appropriate in light of the impact of the global COVID-19 pandemic on the business of NIBC, or when NIBC or NIBC Bank N.V. pays another dividend or capital distribution to its shareholders, or repurchases any of the shares in its capital. We further understand that, as more fully described in the Amended Merger Protocol, if the Offeror, together with its affiliates, holds at least 95% of the Shares in or resulting from the Offer, then the Offeror will commence a squeeze-out procedure (uitkoopprocedure) or a takeover buy-out procedure to purchase the remaining Shares and if, following completion of the Offer, the Offeror and its affiliates hold less than 95% of the issued and outstanding share capital of NIBC and certain other conditions are met, then the Offeror may undertake certain post-closing restructuring measures, including, in the event that the Offeror and its affiliates hold less than 95% but at least 85% of the issued and outstanding share capital of NIBC, a pre-approved asset sale and liquidation (the “Asset Sale and Liquidation” and, taken together with the Offer as an integrated transaction, the “Transaction”). As contemplated in the Amended Merger Protocol, in connection with the Asset Sale and Liquidation, holders whose Shares have not been tendered in the Offer will be entitled to be paid aggregate consideration of €7.53 per Share (the “Liquidation Consideration”), consisting of a cash payment of €7.00 per Share (subject to deduction and withholding for dividend withholding or other taxes, if any, as to which deduction and withholding we express no opinion) and, prior to settlement of the Offer, the Final Dividend amount of €0.53 per Share (such Liquidation Consideration, together with the Offer Consideration, the “Consideration”). We have been advised that the Offeror does not hold any Shares as of the date hereof. The terms and conditions of the Transaction and related transactions are more fully set forth in the Amended Merger Protocol and certain related documents.

T +31 (0)20 592 5600
www.bofamf.com

Bank of America Merrill Lynch International Designated Activity Company, Amsterdam Branch
Rembrandt Tower, Amstelplein 1, 1096 HA Amsterdam, The Netherlands

Registration No. 73000949, VAT No. NL8593.15.605.B01. Bank of America Merrill Lynch International DAC is registered in Ireland. Registered Office: Two Park Place, Hatch Street, Dublin 2, Ireland. Registered No. 229165. A wholly owned subsidiary of Bank of America Corporation. A list of names and personal details of every director of the company is available for inspection to the public at the company's registered office for a nominal fee. Bank of America Merrill Lynch International DAC is regulated by the Central Bank of Ireland.

You have requested our opinion as to the fairness, from a financial point of view, to the holders of Shares (other than JCF, Reggeborgh and their respective affiliates and, if applicable, Blackstone and its affiliates) of the Consideration to be paid to such holders pursuant to the Transaction.

In connection with this opinion, we have, among other things:

- (a) reviewed certain publicly available business and financial information relating to NIBC;
- (b) reviewed certain internal financial and operating information with respect to the business, operations and prospects of NIBC furnished to or discussed with us by the management of NIBC, including certain financial forecasts and estimates relating to NIBC prepared by the management of NIBC under three probability-weighted alternative business scenarios reflecting the potential impact of the global COVID-19 pandemic on NIBC (such forecasts and estimates, the “NIBC Forecasts”) and discussed with the management of NIBC its assessments as to the relative likelihood of achieving the future financial results reflected in the NIBC Forecasts;
- (c) discussed the past and current business, operations, financial condition and prospects of NIBC with members of senior management of NIBC, including implications for NIBC of the global COVID-19 pandemic;
- (d) reviewed certain publicly available research analysts’ reports and estimates relating to NIBC;
- (e) reviewed the trading history for Shares and a comparison of such trading history with the trading histories of other companies we deemed relevant;
- (f) compared certain financial and stock market information of NIBC with similar information of other companies we deemed relevant;
- (g) reviewed execution versions, provided to us on July 10, 2020, of the Amended Merger Protocol and of the related asset sale and liquidation agreement between NIBC and the Offeror (collectively, the “Transaction Agreements”); and
- (h) performed such other analyses and studies and considered such other information and factors as we deemed appropriate.

In arriving at our opinion, we have assumed and relied upon, without independent verification, the accuracy and completeness of the financial and other information and data publicly available or provided to or otherwise reviewed by or discussed with us and have relied upon the assurances of the management of NIBC that they are not aware of any facts or circumstances that would make such information or data inaccurate or misleading in any material respect. With respect to the NIBC Forecasts, we have been advised by NIBC, and we have assumed, at the direction of NIBC, that they have been reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of the management of NIBC as to, and are a reasonable basis upon which to evaluate, the future financial performance of NIBC and the other matters covered thereby and we have relied, at the direction of NIBC, on the assessments of the management of NIBC as to the relative likelihood of achieving the future financial results under the alternative scenarios reflected in the NIBC Forecasts for purposes of our analyses and opinion. We express no opinion or view as to the NIBC Forecasts or any other financial forecasts and information or data (including underlying assumptions) furnished to or otherwise reviewed by or discussed with us.

At the direction of NIBC, we have relied upon the assessments of the management of NIBC as to, among other things, the potential impact on NIBC of market, competitive, geopolitical and macroeconomic and other trends and developments in and prospects for, and governmental, regulatory and legislative matters relating to or affecting, the financial services and banking industries and the geographic regions in which NIBC operates, including assumptions of such management regarding implications for NIBC of the global COVID-19 pandemic, prevailing and future interest rates, capital requirements and, if applicable, the deployment of excess capital. We have assumed, with the consent of NIBC, that there will be no developments with respect to any such matters or the terms of the Transaction or related transactions that would be meaningful in any respect to our analyses or opinion.

We have not made or been provided with any independent evaluation or appraisal of the assets or liabilities (contingent, off-balance sheet, accrued, derivative or otherwise) of NIBC or any other entity, nor have we made any physical inspection of the properties or assets of NIBC or any other entity. We have not been requested to make, and we have not made, an independent evaluation of, and we express no opinion or view as to, any pending or potential litigation, claims or possible unasserted claims or proceedings, actions or investigations affecting NIBC or any other entity. We are not experts in the evaluation of deposit accounts or loan or securities portfolios, including with respect to interest rate or credit marks or allowances for losses, and we assume no responsibility for conducting a review of individual credit files or loan or securities portfolios. We express no opinion or view as to the adequacy or sufficiency of allowances for losses or other matters with respect thereto and we have assumed that NIBC has appropriate reserves to cover any such losses. We have not evaluated the solvency or fair value of NIBC or any other entity under any laws relating to bankruptcy, insolvency or similar matters. We have assumed, at the direction of NIBC, that the Transaction and related transactions will be completed in accordance with their respective terms and in compliance with all applicable laws, documents and other requirements, without waiver, modification or amendment of any material term, condition or agreement, and that, in the course of obtaining the necessary governmental, regulatory and other approvals, consents, releases and waivers for the Transaction and related transactions, no delay, limitation, restriction or condition, including any divestiture requirements or amendments or modifications, will be imposed or occur that would have an adverse effect on NIBC, the Transaction or the related transactions or that otherwise would be meaningful in any respect to our analyses or opinion. We also have assumed, at the direction of NIBC, that the final executed Transaction Agreements will not differ in any material respect from the execution versions reviewed by us.

We express no opinion or view as to any terms or other aspects or implications of the Transaction or related transactions (other than the Consideration to the extent expressly specified herein), including, without limitation, the form, structure, timing or sequencing of the Transaction or related transactions, adjustments to or deductions and withholding from the Consideration, or any terms, aspects or implications of any squeeze-out or takeover buy-out procedure, irrevocable undertakings or agreements, call option agreement, relationship agreement, post-closing restructuring measures, governance arrangements, indemnification, waiver or other agreements, arrangements or understandings entered into in connection with, related to or contemplated by the Transaction, the related transactions or otherwise. In connection with our engagement, we were not requested to, and we did not, solicit indications of interest or proposals from third parties regarding a possible acquisition of all or any part of NIBC or any alternative transaction, although we understand that NIBC held discussions with selected third parties (certain discussions in which we participated) regarding the possible acquisition of NIBC.

Our opinion is limited to the fairness, from a financial point of view and as of the date hereof, of the Consideration to the holders of Shares (to the extent expressly specified herein), without regard to individual circumstances of specific holders (whether by virtue of voting, control, liquidity, contractual arrangements, withholding or other taxes or otherwise) that may distinguish such holders or the securities of NIBC held by such holders and our opinion does not in any way address proportionate allocation or relative fairness. No opinion or view is expressed with respect to any consideration received in connection with the Transaction or related transactions by the holders of any class of securities, creditors or other constituencies of any party. In addition, no opinion or view is expressed with respect

T +31 (0)20 592 5600
www.bofam1.com

Bank of America Merrill Lynch International Designated Activity Company, Amsterdam Branch
Rembrandt Tower, Amstelplein 1, 1096 HA Amsterdam, The Netherlands

Registration No. 73000949, VAT No. NL8593.15.605.B01. Bank of America Merrill Lynch International DAC is registered in Ireland. Registered Office: Two Park Place, Hatch Street, Dublin 2, Ireland. Registered No. 229165. A wholly owned subsidiary of Bank of America Corporation. A list of names and personal details of every director of the company is available for inspection to the public at the company's registered office for a nominal fee. Bank of America Merrill Lynch International DAC is regulated by the Central Bank of Ireland.

to the fairness (financial or otherwise) of the amount, nature or any other aspect of any compensation or other consideration to any of the officers, directors or employees of any party to the Transaction or related transactions or any related entities, or class of such persons, relative to the Consideration or otherwise. Furthermore, we have relied on NIBC's commercial assessments and express no opinion or view as to the relative merits of the Transaction or related transactions in comparison to other strategies or transactions that might be available to NIBC or which NIBC might engage in or consider or as to the underlying business decision of NIBC to proceed with or effect the Transaction or related transactions. We are not expressing any opinion or view as to the prices at which Shares or any other securities of NIBC may trade or otherwise be transferable at any time, including following announcement or completion of the Transaction or related transactions. We are not expressing any opinion or view with respect to accounting, tax, legal, regulatory or similar matters, including, without limitation, as to tax or other consequences of the Transaction, the related transactions or otherwise or changes in, or the impact of, accounting standards or tax and other laws, regulations and governmental and legislative policies affecting NIBC, the Transaction or the related transactions, as to which we understand such advice has been obtained as deemed necessary from qualified professionals, and we have relied, at the direction of NIBC, upon the assessments of representatives of NIBC as to such matters. In addition, we express no opinion or recommendation as to whether any shareholder should tender Shares in the Offer or how any shareholder should vote or act in connection with the Transaction, the related transactions (including any post-closing restructuring measures) or any other matter.

We have acted as financial advisor to NIBC in connection with the Transaction and will receive a fee for our services, of which a portion was payable upon delivery of our opinion in connection with the execution of the Merger Protocol (prior to its amendment), a portion is payable upon delivery of this opinion and the principal portion is contingent upon completion of the Offer. In addition, NIBC has agreed to reimburse our expenses and indemnify us against certain liabilities arising out of our engagement.

We and our affiliates comprise a full service securities firm and commercial bank engaged in securities, commodities and derivatives trading, foreign exchange and other brokerage activities, and principal investing as well as providing investment, corporate and private banking, asset and investment management, financing and financial advisory services and other commercial services and products to a wide range of companies, governments and individuals. In the ordinary course of our businesses, we and our affiliates may invest on a principal basis or on behalf of customers or manage funds that invest, make or hold long or short positions, finance positions or trade or otherwise effect transactions in equity, debt or other securities or financial instruments (including derivatives, bank loans or other obligations) of NIBC, Blackstone, the Offeror and certain of their respective affiliates and/or portfolio companies, as the case may be.

We and our affiliates in the past have provided, currently are providing, and in the future may provide, investment banking, commercial banking and other financial services to NIBC and/or its affiliates (including, without limitation, JCF) and have received or in the future may receive compensation for the rendering of these services, including (i) having acted or acting as financial advisor to NIBC and/or certain of its affiliates in connection with certain mergers and acquisitions transactions; (ii) having acted or acting as lender under certain term loans, letters of credit and credit, leasing, trading products and/or other facilities for NIBC and/or certain of its affiliates; (iii) having acted or acting as manager, underwriter, joint bookrunner or coordinator for various debt and equity offerings of NIBC and/or certain of its affiliates; and (iv) having provided or providing certain treasury and management services and products to NIBC and/or certain of its affiliates.

In addition, we and our affiliates in the past have provided, currently are providing, and in the future may provide, investment banking, commercial banking and other financial services to Blackstone, the Offeror and/or certain of their respective affiliates and portfolio companies, as the case may be, and have received or in the future may receive compensation for the rendering of these services, including (i) having acted or acting as financial advisor to Blackstone and certain of its affiliates and portfolio companies in connection with certain mergers and acquisition

T +31 (0)20 592 5600
www.bofamf.com

Bank of America Merrill Lynch International Designated Activity Company, Amsterdam Branch
Rembrandt Tower, Amstelplein 1, 1096 HA Amsterdam, The Netherlands

Registration No. 73000949, VAT No. NL8593.15.605.B01. Bank of America Merrill Lynch International DAC is registered in Ireland. Registered Office: Two Park Place, Hatch Street, Dublin 2, Ireland. Registered No. 229165. A wholly owned subsidiary of Bank of America Corporation. A list of names and personal details of every director of the company is available for inspection to the public at the company's registered office for a nominal fee. Bank of America Merrill Lynch International DAC is regulated by the Central Bank of Ireland.

transactions; (ii) having acted or acting as administrative agent, collateral agent, arranger, bookrunner and/or lender for Blackstone and certain of its affiliates and portfolio companies in connection with the financing of various acquisition transactions; (iii) having acted or acting as underwriter, initial purchaser, placement agent, joint bookrunner, global coordinator and/or manager for various equity and debt offerings undertaken by Blackstone and certain of its affiliates and portfolio companies; and (iv) having provided or providing certain treasury and trade services and products to Blackstone and certain of its affiliates and portfolio companies.

It is understood that this letter is for the benefit and use of the Boards (in their respective capacities as such) in connection with and for purposes of their evaluation of the Transaction and is not rendered to or for the benefit of, and shall not confer rights or remedies upon, any person other than the Boards. This opinion may not be disclosed, referred to, or communicated (in whole or in part) to any third party, nor shall any public reference to us be made, for any purpose whatsoever except with our prior written consent in each instance.

Our opinion is necessarily based on financial, economic, monetary, market and other conditions and circumstances as in effect on, and the information made available to us as of, the date hereof. As you are aware, the credit, financial and stock markets have experienced and may continue to experience volatility and we express no opinion or view as to any potential effects of such volatility on NIBC, the Transaction or the related transactions. It should be understood that subsequent developments may affect this opinion and we do not have any obligation to update, revise or reaffirm this opinion. The issuance of this opinion was approved by our EMEA Fairness Opinion Review Committee.

Based upon and subject to the foregoing, including the various assumptions and limitations set forth herein, we are of the opinion on the date hereof that the Consideration to be paid to the holders of Shares (other than JCF, Reggeborgh and their respective affiliates and, if applicable, Blackstone and its affiliates) pursuant to the Transaction is fair, from a financial point of view, to such holders.

Yours faithfully,

BANK OF AMERICA MERRILL LYNCH
INTERNATIONAL DAC, Amsterdam Branch

T +31 (0)20 592 5600
www.bofaml.com

Bank of America Merrill Lynch International Designated Activity Company, Amsterdam Branch
Rembrandt Tower, Amstelplein 1, 1096 HA Amsterdam, The Netherlands

Registration No. 73000949, VAT No. NL8593.15.605.B01. Bank of America Merrill Lynch International DAC is registered in Ireland. Registered Office: Two Park Place, Hatch Street, Dublin 2, Ireland. Registered No. 229165. A wholly owned subsidiary of Bank of America Corporation. A list of names and personal details of every director of the company is available for inspection to the public at the company's registered office for a nominal fee. Bank of America Merrill Lynch International DAC is regulated by the Central Bank of Ireland.

LAZARD

Confidential

NIBC Holding N.V.
Carnegieplein 4
2517 KJ The Hague
Netherlands
Attn: The Supervisory Board

July 10, 2020

Dear Sir/Madam:

We understand that Flora Acquisition B.V. (the “Offeror”), a company owned by certain funds managed and/or advised by affiliates of The Blackstone Group Inc. (“Blackstone”), and NIBC Holding N.V. (the “Company”) entered into a merger protocol dated 25 February 2020, which was amended on 18 May 2020, and intend to enter into a further amendment of such merger protocol, a draft of which was received by us as of the date hereof (the “Merger Protocol”), setting forth the terms and conditions pursuant to which the Offeror expects to launch a public offer (the “Offer”) for all of the issued outstanding ordinary shares, each having a nominal value of Euro 0.02, in the capital of the Company (individually an “Ordinary Share” and collectively, the “Ordinary Shares”) other than the Ordinary Shares held by the Company (the Ordinary Shares other than those held by the Company are hereinafter referred to collectively as the “Shares, and individually as a “Share”) for an amount in cash equal to Euro 7.00 per Share (the “Offer Price”) *cum dividend* but excluding the Company’s dividend for the financial year 2019 equal to Euro 0.53 per Share (the “Final Dividend”). In addition, pursuant to the Merger Protocol all holders of the Shares except as we understand as separately agreed with J.C. Flowers & Co. LLC (“JCF”) and Reggeborgh Invest B.V. (“Reggeborgh”, and together with JCF, the “Major Shareholders”) will be paid by the Company the Final Dividend in cash on their Shares prior to the Settlement Date (as defined in the Merger Protocol).

We further understand that the Company and the Offeror intend to enter into an asset sale and liquidation agreement attached as Schedule 11 of the Merger Protocol, a draft of which was received by us as of the date hereof (the “Asset Sale and Liquidation Agreement”, and together with the Merger Protocol, the “Agreements”), pursuant to which the Company will transfer the Business (as defined in the Asset Sale and Liquidation Agreement) to the Offeror (the “Asset Sale and Liquidation” and together with the Offer, the “Transactions”) subject to (i) the number of Shares tendered and irrevocably committed to, and held by, directly or indirectly, the Offeror or any of its affiliates together with any Shares to which the Offeror or any of its affiliates is entitled representing less than 95% but at least 85% of the Shares, and (ii) the other terms and conditions relating to the Asset Sale and Liquidation specified in the Merger Protocol being satisfied. As provided for in the Asset Sale and Liquidation Agreement, the Offeror shall pay the Company an aggregate purchase price for the Business equal to the amount of the Offer Price multiplied by the total number of Shares immediately prior to Completion (as defined in the Asset Sale and Liquidation Agreement) (the “Purchase Price”), as may be increased or adjusted,

Lazard B.V.
Mondriaan Tower, 28th floor
Amstelplein 58, 1096 BC Amsterdam
+31 20 561 1160
www.lazard.com

which will be payable partially by the Offeror's execution and delivery of a loan note to the Company (the "Note") and partially in the form of cash (the "Cash Amount"). We understand that in connection with the Asset Sale and Liquidation the Company will be dissolved and liquidated and that immediately following receipt by the Company of the Purchase Price, an advance liquidation distribution (the "Liquidation Distribution") will result in payment of an amount per Share (by applying the Cash Amount) equal to the Offer Price to the holders of the Shares (other than the Offeror or any of its affiliates), less applicable withholding taxes, if any.

In addition, pursuant to the Asset Sale and Liquidation Agreement, the Major Shareholders have agreed to waive their right to be paid the Final Dividend on their Shares by the Company in the event the Asset and Sale Liquidation Agreement is consummated on condition that the Company's obligation to pay the Final Dividend to the Major Shareholders is transferred or assigned (as the case may be) to the Offeror in connection with the Asset Sale and Liquidation.

While certain provisions of the Transactions are summarized herein, the terms and conditions of the Transactions are more fully set forth in the Agreements.

You have requested the opinion of Lazard B.V. ("Lazard") as of the date hereof as to the fairness, from a financial point of view, (i) of the Offer Price to the holders of the Shares (other than the Offeror, the Major Shareholders or any of their respective affiliates) in connection with the Offer, and (ii) of the Purchase Price to the Company in connection with the Asset Sale and Liquidation. In connection with this opinion, we have:

- (i) reviewed the financial terms and conditions of the Offer and the Asset Sale and Liquidation as set forth in the Agreements;
- (ii) reviewed certain historical business and financial information relating to the Company;
- (iii) reviewed various financial forecasts and other data, including probability weightings, provided to us by the Company relating to the business of the Company;
- (iv) held discussions with members of the senior management of the Company with respect to the business and prospects of the Company;
- (v) reviewed public information with respect to certain other companies in lines of business we believe to be generally relevant in evaluating the business of the Company;
- (vi) reviewed the historical stock prices and trading volumes of the Shares; and
- (vii) conducted such other financial studies, analyses and investigations as we deemed appropriate.

In preparing this opinion, we have assumed and relied upon, without independent verification, the accuracy and completeness of all of the foregoing information, including, without limitation, all the financial and other information and reports provided or discussed with us and all representations made to us. We have not undertaken any independent investigation or appraisal of such information, reports or representations. We have not provided, obtained or reviewed on your behalf any specialist advice, including but not limited to, legal, accounting, actuarial, environmental, information technology or tax advice, and accordingly our opinion does not take into account the possible implications of any such specialist advice.

We have assumed that the valuation of assets and liabilities and the profit and cash flow forecasts, including future capital expenditure projections and probability weightings made by the management of the Company are fair and reasonable. We have not independently investigated, valued or appraised any of the assets or liabilities (contingent or otherwise) of the Company or the solvency or

fair value of the Company, and we have not been furnished with any such valuation or appraisal. With respect to the financial forecasts, projections and probability weightings utilized in our analyses, we have assumed, with the Company's consent, that they have been reasonably prepared based on the best currently available estimates and judgments of the management of the Company as to the future results of operations and financial condition and performance of the Company, and we have assumed, with the Company's consent, that the probability weightings assigned to such financial forecasts and projections accurately reflect the likelihood of the realization of such financial forecasts and projections. We assume no responsibility or liability for and express no view as to any such forecasts, projections, probability weightings or the assumptions on which they are based, including with respect to the potential effects of the Covid-19 pandemic on such forecasts, projections, probability weightings or assumptions.

In preparing our opinion, we have assumed that the Transactions will be consummated on the terms and subject to the conditions described in the Agreements without any waiver or modification of any of their material terms or conditions. In connection with the Asset Sale and Liquidation, we have assumed that the Note will have a principal amount equal to the Purchase Price less the Aggregate Minority Cash Amount (as defined in the Asset Sale and Liquidation Agreement), a market interest rate, market redemption terms and other market terms and conditions. We have also assumed that all governmental, regulatory or other approvals and consents required in connection with the consummation of the Transactions will be obtained without any reduction in the benefits of the Offer to the holders of the Shares (other than the Offeror, the Major Shareholders or any of their respective affiliates), without any reduction in the benefits of the Asset Sale and Liquidation to the Company and without any adverse effect on the holders of the Shares (other than the Offeror, the Major Shareholders or any of their respective affiliates), the Company or any of its affiliates.

Further, our opinion is necessarily based on the financial, economic, monetary, market and other conditions as in effect on, and the information made available to us as of, the date hereof. Events or circumstances occurring after the date hereof (including changes in laws and regulations) may affect this opinion and the assumptions used in preparing it, and we do not assume any obligation to update, revise or reaffirm this opinion. We further note that the current volatility and disruption in the credit and financial markets relating to, among others, the Covid-19 pandemic, may or may not have an effect on the Company and its affiliates and we are not expressing an opinion as to the effects of such volatility or such disruption on the Company and its affiliates.

We are acting as financial advisor to the Supervisory Board of the Company in connection with the Transactions and will receive a fee for our services, a substantial portion of which is payable upon delivery of this opinion. Other companies of the Lazard Group are currently providing financial advisory services to Blackstone, its affiliates and/or funds managed by its affiliates on matters unrelated to the Transactions for which they may receive customary fees. Lazard or other companies of the Lazard Group have in the past and may in the future provide financial advisory services to the Company, the Offeror, Blackstone, its affiliates and/or funds managed by its affiliates, JCF and/or its affiliates and/or Reggeborgh and/or its affiliates for which they have received and may receive customary fees. In addition, certain companies of the Lazard Group may trade in the shares and other securities of the Company and/or Blackstone for their own account and for the accounts of their customers, and accordingly, may at any time hold a long or short position in such securities, and may also trade and hold securities on behalf of the Company, the Offeror and/or certain of their respective affiliates. We do not express any opinion as to the price at which the Ordinary Shares may trade at any time.

This opinion is being provided solely for the benefit of the Supervisory Board of the Company (in its capacity as such) in connection with, and for the purposes of, its consideration, in its sole independence of judgment, of the Transactions and is not on behalf or for the benefit of, and shall not confer rights or remedies upon any shareholder of the Company, the Offeror or any other person. This opinion may not be used or relied upon by any person other than the Supervisory Board of the Company for any purpose. This opinion addresses only the fairness, as of the date hereof, from a financial point of view, (i) of the Offer Price to the holders of the Shares (other than the Offeror, the Major Shareholders

or any of their respective affiliates) in connection with the Offer, and (ii) of the Purchase Price to the Company in connection with the Asset Sale and Liquidation, and does not address any other aspect or implication of the Transactions, including without limitation, the likelihood of consummation or likely timeframe in which any of the Transactions will be consummated, the form or structure of the Purchase Price (including the Note), any adjustment to the Purchase Price, the Liquidation Distribution or any legal, tax, regulatory or accounting matters. In connection with our engagement, we were not authorized to, and we did not, solicit indications of interest from third parties regarding a potential transaction with the Company. In addition, our opinion does not address the relative merits of the Transactions as compared to any alternative transaction or strategy that might be available to the Company or the merits of the underlying decision by the Company to engage in the Transactions. This opinion is not intended to and does not constitute a recommendation to any person as to whether such person should tender Shares pursuant to the Offer or as to how any shareholder of the Company should vote or act with respect to the Offer or any matter relating thereto.

This opinion is confidential and may not be disclosed, referred to or communicated by you (in whole or in part) to any third party for any purpose whatsoever without our prior written authorization.

This opinion is issued in the English language, and if any translations of this opinion may be delivered, they are provided only for ease of reference, have no legal effect and we make no representation as to (and accept no liability in respect of) the accuracy of any such translation.

This opinion shall be governed and construed in accordance with the laws of the Netherlands.

Based on and subject to the foregoing, we are of the opinion, as of date hereof, that (i) the Offer Price is fair, from a financial point of view, to the holders of the Shares (other than the Offeror, the Major Shareholders or any of their respective affiliates) in connection with the Offer, and (ii) the Purchase Price is fair, from a financial point of view, to the Company in connection with the Asset Sale and Liquidation.

Very truly yours,

Lazard B.V.

SCHEDULE 2

CONVOCATION NOTICE, AGENDA EGM AND EXPLANATORY NOTES

Attached separately

NIBC Holding N.V. ("NIBC" or "the Company") invites its shareholders to the Extraordinary General Meeting of shareholders to be held on Wednesday 7 October 2020 at 15:00 hours CEST at its premises, Carnegieplein 4, 2517 KJ, The Hague, the Netherlands (hereafter the "EGM"). This notice sets out the process for registration, attendance and voting for the EGM.

The EGM documentation is available on NIBC's website (www.nibc.com).

Covid-19 & remote participation

The Company recognizes the right of shareholders to attend shareholders meetings physically and the EGM will be available for physical attendance in accordance with Dutch law. However, in light of the COVID-19 pandemic, the Company would like to emphasize the importance of the health guidelines established by the Dutch government to minimize the Covid-19 outbreak. The Company has taken special measures to protect the health and safety of all employees and stakeholders. In this respect, the Company encourages all shareholders to participate in the EGM remotely.

Remote participation is available to all shareholders in the following manner:

- You can cast your vote by written proxy directly via the EVO platform or by means of a written proxy as explained further below in this notice;
- You can watch the EGM online via our webcast, details of which will be published on our website; and
- You can submit questions about the items on the agenda in writing or electronically (by email) up to 72 hours before the EGM.

We note that the Dutch emergency act with respect to COVID-19 makes it, at least until 1 September 2020, possible for general meetings to be held completely virtually. This act will expire on 1 September 2020, but this date may be extended, each time by two months. If the Dutch emergency act is extended the Company may adapt the EGM set-up in a manner to have a completely virtual extraordinary general meeting of shareholders with no physical attendance. The Company is closely monitoring the legislation process and will inform the shareholders via the Company's website in case the EGM set-up will be adapted.

Attendance and voting

Record Date

Entitled to vote and/or to attend the EGM are all persons, who on 9 September 2020 at 18.00 hours CEST, after processing of all book entry settlements of that day (the "Record Date"), are registered as such in the records that are kept by the banks and agents that are defined as intermediaries pursuant to the Securities Giro Transfer Act (Wet giraal effectenverkeer) ("Intermediaries") provided that such shareholders complied with the registration and notification requirements described in this notice. Each ordinary share outstanding on the Record Date is entitled to one (1) vote.

Registration for admission and online voting

Shareholders who wish to attend and/or vote at the EGM either in person or represented by a third party, are required to register themselves. Registration requests may be submitted from 10 September 2020 until and including 30 September 2020 17:30 hours CEST. Shareholders may register for the EGM via the specifically for this purpose established ING E-voting platform (the “EVO platform”) at <https://ing.evo-platform.com/nibc> or through the Intermediary with whom their shares are registered.

The Intermediaries must issue an electronic statement to ING no later than 30 September 2020 17.30 hours CEST, quoting the number of shares that the shareholder holds on the Record Date and for which number of shares registration for the EGM is requested. At the moment of registration, the Intermediaries are requested to state the complete address details of the relevant shareholder, to enable proper verification of share ownership as at the Record Date.

Admission to the EGM

The shareholder will receive a confirmation of registration from ING via the Intermediary, by e-mail or by regular mail. This confirmation of registration shall serve as an entry ticket to the EGM. Shareholders, or their proxies, who want to attend the EGM in person must bring to the EGM the confirmation of registration and a proof of their identity (in the form of a non-expired identity card, passport or driver's license) or where the shareholder is a legal entity, also proof of authority to act as an authorised representative of such legal entity. In order for the EGM to proceed in a timely and orderly manner, shareholders are requested to arrive on time.

Online voting by proxy

Shareholders who do not wish to vote online nor wish to attend the EGM in person may grant a proxy via the EVO platform to Allen & Overy LLP¹, to vote at the EGM on the shareholder's behalf. In order to vote by proxy, shareholders must have registered their shares as described above. Shareholders can submit their voting instruction via the EVO platform at <https://ing.evo-platform.com/nibc> from 10 September 2020 until and including 30 September 2020 17.30 hours CEST.

Shareholders who are unable to submit voting instructions through the EVO platform are kindly requested to follow the instructions and use the voting instrument provided by the bank, financial institution, account holder or other financial intermediary that holds the shares on his/her behalf.

Voting by written proxy

Alternatively, shareholders who wish to be represented at the EGM by a representative, may, subject to registering for the EGM as described above, send in a legally valid written proxy instrument to the Company at its registered office or, if sent in pdf-form, electronically at the following email address judith.jansen@nibc.com with a copy to iss.pas@ing.com, ultimately on 30 September 2020 17.30 hours CEST. Proxy forms to be used to grant a written proxy are available free of charge at the offices of the Company and at www.nibc.com. The proxy can be granted with or without voting instructions. In case a proxy is granted without voting instructions, it shall be deemed to include a voting instruction in favour of all proposals made by the board of the Company, and against any other proposal.

Voting rights

As of the date of this notice, the Company has 147,513,369 ordinary shares issued, whereby 1,025,834 ordinary shares are held as treasury shares. No votes may be cast on treasury shares. As of today the total number of voting rights which can be cast at the EGM equals to 146,487,535.

¹ In this respect Allen & Overy refers to any (candidate) civil law notary of Allen & Overy LLP, Amsterdam office.

Arrival at location and registration

In order to facilitate a smooth registration of the votes submitted during the EGM, attendees that wish to submit their votes at the EGM are requested to register themselves for the EGM no later than 14:45 hours CEST at the registration desk. After 14:45 hours CEST the registration desk will be closed. Persons entitled to attend the EGM may be asked for identification prior to being admitted by means of a valid identity document (in the form of a non-expired identity card, passport or driver's license)

If you arrive by car, NIBC will provide you with a parking space if you are duly and timely registered.

Further information

For further information, please contact: NIBC Holding N.V., Judith Jansen, Company Secretary, email judith.jansen@nibc.com.

AGENDA EGM AND EXPLANATORY NOTES

Agenda for the Extraordinary General Meeting of Shareholders (the **EGM**) of NIBC Holding N.V. (**NIBC Holding**), to be held at 15:00 hours CEST on 7 October 2020 at Carnegieplein 4, 2517 KJ, The Hague, the Netherlands.

Undefined terms in this agenda shall have the meaning as set out in the explanatory notes hereto.

1. Opening.
2. Explanation of the recommended public offer by Flora Acquisition B.V. (the **Offeror**), an indirect wholly-owned subsidiary of The Blackstone Group Inc., for all issued and outstanding ordinary shares in the capital of NIBC Holding N.V. (the **Offer**) (*discussion item*).
3. Conditional Asset Sale and Liquidation
 - (i) Approval of the Asset Sale as required under article 2:107a of the DCC (*voting item*).
 - (ii) Conditional resolution to (a) dissolve (*ontbinden*) NIBC Holding in accordance with article 2:19 of the DCC; (b) appoint the newly to be incorporated Stichting Vereffening NIBC Holding as the liquidator (*vereffenaar*) of NIBC Holding in accordance with article 2:19 of the DCC; and (c) appoint NIBC Bank N.V. as the custodian of the books and records of NIBC Holding in accordance with article 2:24 of the DCC (*voting item*).
4. Conditional amendment of NIBC Holding's articles of association (the **Articles of Association**) as per the Settlement Date (*voting item*).
5. Conditional amendment of the Articles of Association as per delisting of the shares in the capital of NIBC Holding (*voting item*).
6. Conditional changes to the Supervisory Board
 - (i) Conditional appointment as per the Settlement Date of Mr. Q. Abbas as member of the Supervisory Board for a term of four years (*voting item*).
 - (i) Conditional appointment as per the Settlement Date of Mr. N. El Gabbani as member of the Supervisory Board for a term of four years (*voting item*).
7. Conditional granting of full and final discharge from liability to all members of the Supervisory Board for their functioning until the date of the EGM, as per the Settlement Date (*voting item*).
8. Conditional granting of full and final discharge from liability to all members of the Managing Board for their functioning until the date of the EGM, as per the Settlement Date (*voting item*).
9. Conditional cancellation of treasury shares held by NIBC Holding (*voting item*).
10. Any other business.
11. Close of meeting.

Explanatory notes to the agenda for the Extraordinary General Meeting of Shareholders of NIBC Holding N.V. (NIBC Holding)

Undefined terms in these explanatory notes to the agenda shall have the meaning as set out in the Offer Document.

2. Explanation of the recommended public offer by Flora Acquisition B.V., an indirect wholly-owned subsidiary of The Blackstone Group Inc., for all issued and outstanding ordinary shares in the capital of NIBC Holding

On 13 July 2020, The Blackstone Group Inc. (**Blackstone**) and NIBC Holding jointly announced that they had reached conditional agreement in connection with the Offer at an offer price of EUR 7.00 (cum dividend) for each issued and outstanding ordinary share in the capital of NIBC Holding (the **Offer Price**).

The Offeror made the Offer by making publicly available an offer document on 7 August 2020 (the **Offer Document**). The Acceptance Period under the Offer begins at 17:45 hours CEST on 10 August 2020 and, unless extended, ends at 17:40 hours CEST on 19 October 2020.

In addition to key terms such as the Offer Price, the acceptance period, tender procedure and settlement of the Offer by transfer of the NIBC Holding shares against payment of the Offer Price by the Offeror, the Offer Document contains an explanation of the conditions to declaring the Offer unconditional and other relevant information regarding the Offer and the parties involved in the Offer.

NIBC Holding published a position statement relating to the Offer on 7 August 2020 (the **Position Statement**). The managing board of NIBC Holding (the **Managing Board**) and the supervisory board of NIBC Holding (the **Supervisory Board**) have extensively considered the Offer and the Offer Price. Reference is made to the Position Statement, in which the decision-making process and the recommendation of the Managing Board and the Supervisory Board are included, and the strategic, financial and non-financial merits of the Offer are explained.

The joint works council (*gemeenschappelijk ondernemingsraad*) of the NIBC Holding group has been informed regarding the Offer and the Asset Sale and Liquidation. Having obtained the joint works council's positive advice, the employee consultation process in respect of the Offer and the Asset Sale and Liquidation has been completed.

During the Extraordinary General Meeting of Shareholders, NIBC Holding's management will give a presentation on the Offer and the Asset Sale and Liquidation and, in accordance with section 18 of The Netherlands Decree on Public Takeover Bids (*Besluit openbare biedingen Wft*), the Offer will be discussed.

The Offer Document and Position Statement are available at www.nibc.com and the Offer Document is also available for inspection and copies can be obtained free of charge at the offices of NIBC Holding.

3. Conditional Asset Sale and Liquidation

NIBC Holding and Blackstone have agreed the terms of an asset sale and liquidation of NIBC Holding (the **Asset Sale and Liquidation**) and have entered into the agreed form asset sale and liquidation agreement which is conditional on the following conditions precedent (*opschortende voorwaarde*) (a) the number of shares having been tendered for acceptance during the Acceptance Period and the Post-Closing Acceptance Period, together with (A) any shares directly or indirectly held by the Offeror or any of its affiliates; (B) any shares irrevocably committed to the Offeror or any of its affiliates, in writing; and (C) any shares to which the Offeror is entitled (*gekocht maar niet geleverd*) representing less than 95% but at least 85% of NIBC Holding's issued and outstanding shares, (b) the dividend waiver letter agreement between the Company, J.C. Flowers & Co, Reggeborgh Invest B.V. and the Offeror (the **Dividend Waiver Letter Agreement**) having been duly executed, remaining in full force and effect and not having been amended or terminated without the prior

written consent of the Purchaser and the conditions subsequent (*ontbindende voorwaarden*) under the Dividend Waiver Letter Agreement not having been met (c) the required works council consultation procedures having been complied with (d) the required ECB and DNB approvals for the implementation of the Asset Sale and Liquidation having been obtained (e) no order, stay, judgment or decree having been issued which prohibits the implementation of the Asset Sale and Liquidation (the **Asset Sale Agreement**), and (f) Settlement of the Offer having taken place, all subject to the condition precedent that the general meeting of shareholders of NIBC Holding (the **General Meeting**) resolves to approve the Asset Sale and Liquidation Resolutions.

For a comprehensive explanation of the Asset Sale and Liquidation, reference is made to paragraph 10.2 of the Position Statement and section 4.17.2 of the Offer Document.

Given the agreement between NIBC Holding and Blackstone, it is proposed that, as approved by the Supervisory Board, the General Meeting resolves, in the following order, to:

- (a) approve the Asset Sale and Liquidation as required under article 2:107a of the DCC; and
 - (i) dissolve (*ontbinden*) NIBC Holding in accordance with article 2:19 of the DCC; (ii) appoint the newly to be incorporated Stichting Vereffening NIBC Holding as liquidator (*vereffenaar*) of NIBC Holding in accordance with article 2:19 of the DCC; and (iii) appoint NIBC Bank N.V. as custodian of the books and records of NIBC Holding in accordance with article 2:24 of the DCC,
- (the **Asset Sale and Liquidation Resolutions**).

It is noted that the resolutions under the Asset Sale and Liquidation listed under (b) above are subject to the condition precedent that the Asset Sale and Liquidation is implemented in accordance with and subject to the terms of the Asset Sale Agreement. For a further explanation of the Liquidation Distribution, reference is made to paragraph 10.2 of the Position Statement and section 4.17.2 of the Offer Document.

4. Conditional amendment of NIBC Holding's articles of association (the Articles of Association) as per the Settlement Date

In relation to the Offer, Blackstone and NIBC Holding have agreed that if the Offer is declared unconditional, changes are to be made to the corporate governance structure of NIBC Holding as included in the Articles of Association effective as per the Settlement Date, in accordance with the proposal referred to below.

In this respect, the Managing Board proposes, with the prior approval of the Supervisory Board, to the General Meeting to resolve to amend the Articles of Association as per the Settlement Date in order to reflect, *inter alia*, the following amendments, (i) the deletion of all references to preference shares; (ii) the abolishment of the requirement that resolutions of the General Meeting can only be adopted at the proposal of the Managing Board with the approval of the Supervisory Board, (iii) include that certain resolutions of the Managing Board which required approval of the Supervisory Board will instead require the approval of the General Meeting, such as share issuance by the Managing Board, (iv) change the authority to adopt certain resolutions to the level of the General Meeting instead of the Managing Board, such as interim distributions to the shareholders of NIBC Holding and setting a different dividend payment date than four weeks after adoption of the dividend, (v) introduce a basis in NIBC Holding's articles of association for the reserved matters agreed in the Merger Protocol as listed in Annex VIII (Reserved Matters), by including a list of resolutions by the Management Board in respect of NIBC Holding that require the approval of the general meeting, (vi) introduce a basis in NIBC's articles of association for to the Managing Board to conduct itself in accordance with the instructions of the General Meeting in accordance with Dutch law where these relate to the areas of the financial, social and commercial policies to be pursued by the Company and the Group (specifically in relation to (a) reporting, information provision and communication, (b) reorganization and exit, and (c) compliance), and (vii) deletion of all references to the protective foundation (Stichting Continuïteit NIBC).

The proposal to amend the articles of association is subject to the conditions precedent that the Offer is declared unconditional and that Settlement has taken place.

A draft of the proposal to amend the articles of association showing the changes made to the current Articles of Association, will be made available as a separate document and will be placed on NIBC Holding's website.

The proposed amendments to the Articles of Association as per the Settlement Date are also included in the Offer Document. The aforementioned proposal to resolve to amend the Articles of Association includes a proposal to authorize each member of the Managing Board, as well as each (deputy) civil law notary and paralegal employed by Clifford Chance LLP in Amsterdam, The Netherlands, to execute such notarial deed of amendment to the Articles of Association and to undertake all other activities that the holder of the power of attorney deems necessary or useful in connection therewith.

5. Conditional amendment of the Articles of Association as per delisting of the shares in the capital of NIBC Holding

In relation to the Offer, Blackstone and NIBC Holding have agreed that as per delisting, changes are to be made to the corporate governance structure of NIBC Holding as included in the Articles of Association, in accordance with the proposal referred to below.

In this respect, the Managing Board proposes, with the prior approval of the Supervisory Board, to the General Meeting to resolve to amend the Articles of Association as per delisting of the shares, in order to reflect, *inter alia*, the following amendments, delete and amend all references to Euroclear Netherlands and the Statutory Giro System; (ii) delete references to the registration/record date and amend the convocation period for general meetings to 15 days; and (iii) delete the requirement to post the profile of the Supervisory Board members on NIBC's website.

A draft of the proposal to amend the articles of association showing the changes made to the current Articles of Association, will be made available as a separate document and will be placed on NIBC Holding's website.

The proposed amendments to the Articles of Association as per delisting are also included in the Offer Document. The aforementioned proposal to resolve to amend the Articles of Association includes a proposal to authorize each member of the Managing Board, as well as each (deputy) civil law notary and paralegal employed by Clifford Chance LLP in Amsterdam, The Netherlands, to execute such notarial deed of amendment to the Articles of Association and to undertake all other activities that the holder of the power of attorney deems necessary or useful in connection therewith.

6. Conditional changes to the Supervisory Board

NIBC Holding and Blackstone have agreed that if the Offer is declared unconditional, changes are to be made in the corporate governance structure of NIBC Holding. One of these changes concerns the composition of the Supervisory Board. Subject to the conditions precedent that the Offer is declared unconditional and that Settlement has taken place, the Supervisory Board will continue to exist of seven members, whereby four members shall qualify as independent within the meaning of the Dutch Corporate Governance Code. In view of the agreement between NIBC Holding and Blackstone in connection with the Offer, two persons identified by the Offeror will be nominated for appointment as Supervisory Board members at this general meeting. One additional person will be nominated for appointment as Supervisory Board member at a later stage.

Mr J.C. Flowers, Mr. M. Christner and Mr. R.L. Carrion will voluntarily step down as members of the Supervisory Board effective as per the Settlement Date. Their resignations are subject to the conditions precedent that the Offer is declared unconditional and that Settlement has taken place. The remaining current members of the Supervisory Board, Mr. D.M. Sluimers (chairman), Ms. A.G.Z. Kemna (vice-chair), Ms. S.M. Zijdeveld and Mr. J.J.M. Kremers, will remain on the Supervisory Board and will be regarded as independent within the meaning of the Dutch Corporate Governance Code.

In view of the agreement between NIBC Holding and Blackstone in connection with the Offer and the voluntary resignation of three members of the Supervisory Board, two persons identified by the Offeror will

be nominated for appointment as Supervisory Board members and one additional person will be nominated at a later stage. It is proposed, subject to the conditions precedent that the Offer is declared unconditional and that Settlement has taken place, to resolve upon the appointment effective as per the Settlement Date of Mr. Q. Abbas and Mr. N. El Gabbani as members of the Supervisory Board, both of them nominated by the Offeror. The process for the identification of the seventh member of the Supervisory Board has commenced and further announcements will be made in due course.

The above nominations have been made taking into account the limitation of positions prescribed by article 2:142a of the DCC.

The term of appointment of Mr. Q. Abbas and Mr. N. El Gabbani will end immediately after the first general meeting to be held after a period of four years, which period starts on the Settlement Date.

The Curricula Vitae of the persons nominated for appointment as members of the Supervisory Board and the Supervisory Board's reasons for the nominations can be found in Annex 1 attached hereto.

7. Conditional granting of full and final discharge from liability to all members of the Supervisory Board for their functioning until the date of the Extraordinary General Meeting of Shareholders, as per the Settlement Date

It is proposed that Mr. D.M. Sluimers, Ms. A.G.Z. Kemna, Ms. S.M. Zijderveld, Mr. J.J.M. Kremers, Mr J.C. Flowers, Mr. M. Christner and Mr. R.L. Carrion will be granted full and final discharge and released from liability in respect of their roles as members of the Supervisory Board up to and including the date of the EGM, except for liability as a result of fraud, gross negligence, wilful misconduct and criminal behaviour. The discharge will be subject to the conditions precedent that the Offer is declared unconditional and that Settlement has taken place, and will be effective as per the Settlement Date. The discharge will take place on the basis of information provided to the General Meeting, including the Offer Document, the Position Statement, and the press releases.

8. Conditional granting of full and final discharge from liability to all members of the Managing Board for their functioning until the date of the Extraordinary General Meeting of Shareholders, as per the Settlement Date

It is proposed that Mr. P. de Wilt, H. Dijkhuizen and R. van Riel be granted full and final discharge and released from liability in respect of their roles as members of the Managing Board up to and including the date of the EGM, except for liability as a result of fraud, gross negligence, wilful misconduct and criminal behaviour. The discharge will be subject to the conditions precedent that the Offer is declared unconditional and that Settlement has taken place, and will be effective as per the Settlement Date. The discharge will take place on the basis of information provided to the General Meeting, including the Offer Document, the Position Statement, and the press releases.

9. Conditional cancellation of treasury shares held by NIBC Holding

NIBC Holding and Blackstone have agreed that if the Offer is declared unconditional, 1,025,834 ordinary shares held by NIBC Holding are cancelled. This cancellation will be subject to the conditions precedent that the Offer is declared unconditional and that Settlement has taken place.

The cancellation will be effected with due observance of the relevant provisions of Dutch law. This includes the requirement to deposit the shareholders' resolution with the Dutch Commercial Register. During a suspension period of two months starting on the date of the announcement of the deposit in a Dutch nationwide newspaper any creditor of the Company may file objections to the contemplated share capital reduction with the competent courts. After the lapse of the two months period and provided that any objections which have been filed have been lifted or revoked, the cancellation becomes effective.

ANNEX 1

CURRICULA VITAE

Name	Qasim Abbas
Age	44
Nationality	United Kingdom
Current position	Senior Managing Director, Tactical Opportunities at Blackstone Group
Other positions	<ul style="list-style-type: none"> - Member of Board of Directors at Rothesay Life - Member of Board of Directors at Kensington Mortgage Company - Member of Board of Directors at Lombard International
Previous positions	<ul style="list-style-type: none"> - Portfolio Manager at Trafalgar Asset Managers (a European credit-focused hedge fund) - UBS AG in London - Citigroup in London
Ownership of NIBC Holding NV shares or other instruments	None
Motivation nomination	Mr Abbas is a Senior Managing Director in Blackstone's Tactical Opportunities group, and leads the group's European financial services investment strategy. His experience and expertise in the financial services industry will provide a valuable contribution to the Supervisory Board.

Name	Nadim El Gabbani
Age	39
Nationality	Canada
Current position	- Senior Managing Director, Private Equity at The Blackstone Group
Other positions	<ul style="list-style-type: none"> - Member of Board of Directors at Luminor Bank (Estonia) - Member of Board of Directors at DRL (USA) - Member of Board of Directors at Stearns Holdings LLC (United States mortgage originator)
Previous positions	<ul style="list-style-type: none"> - Member of Board of Directors at Exeter Finance Corp (United States national auto lending business) - Member of Board of Directors at Lendmark Financial Services (United States consumer instalment lender) - Member of Board of Directors at Bayview Asset Management

	<ul style="list-style-type: none"> - Member of Board of Directors at Michaels Stores, Inc. (United States arts and crafts retailer) - Member of Board of Directors at Service King Collision Repair Centers - Member of Board of Directors at Sithe Global Power (international power development company)
Ownership of NIBC Holding NV shares or other instruments	None
Motivation nomination	Mr Nadim El Gabbani is a Senior Managing Director in Blackstone's Private Equity group, and leads the group's European financial services investment strategy. His experience and expertise in the financial services industry will provide a valuable contribution to the Supervisory Board.