

IN THE COURT OF SESSION
SCOTLAND

No. P1074 of 2015

Dated [●] 2015

BNP Paribas S.A.
and
BNP Paribas Arbitrage Issuance B.V.

Deed of Irrevocable Offer

relating to the transfer to
BNP Paribas S.A.
of certain banking business of
The Royal Bank of Scotland plc
pursuant to Part VII of the Financial Services and Markets Act 2000

Linklaters

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Ref: L-216980

This deed of irrevocable offer (“Deed”) is made on [●] 2015 by:

- (1) **BNP PARIBAS S.A.**, a French *société anonyme* established under the laws of France and registered with the Paris Registry of Commerce and Companies under number 662 042 449 and with its registered office at 16, boulevard des Italiens, 75009 Paris, France, acting through its London branch at 10 Harewood Avenue, London NW1 6AA (“**BNPP SA**”); and
- (2) **BNP PARIBAS ARBITRAGE ISSUANCE B.V.**, a company established under the laws of The Netherlands with company number 33215728 and with its registered office at Herengracht 537, 1017 B.V. Amsterdam, The Netherlands (“**BNPP IBV**”, and together with BNPP SA, the “**BNPP Entities**”, and either one of them, a “**BNPP Entity**”),

vis-à-vis each Holder and Counterparty.

Whereas:

- (A) In these Recitals, unless the context requires otherwise, capitalised terms shall have the meaning given thereto in Schedule 1 (*Definitions*).
- (B) It is envisaged that, at the Scheme Effective Time (or where applicable, on a Subsequent Transfer Date), part of the “investor products and equity derivatives” business of RBS plc will be transferred from RBS plc to BNPP SA by way of a banking business transfer scheme pursuant to Part VII of the United Kingdom Financial Services and Markets Act 2000 (the “**Scheme**”).
- (C) It is proposed that, with effect from the Relevant Securities Issuer Role Transfer Time, the assets and liabilities relating to the IPED Securities and the corresponding IPED Agreements (other than the Securities Agent Roles) be transferred from BNPP SA to BNPP IBV pursuant to and in accordance with the terms of the Scheme. BNPP IBV is an issuance vehicle of the BNP Paribas group and is a wholly owned, direct subsidiary of BNPP SA.
- (D) As part of the transfer of the Securities Issuer Role, BNPP SA will guarantee all the obligations of BNPP IBV arising therefrom, with effect from the Relevant Securities Issuer Role Transfer Time, in accordance with the terms of the BNPP SA IPED Securities Guarantee.
- (E) Certain of the IPED Securities and IPED Agreements, which form part of the Transferring Business under the Scheme, are governed by the laws of The Netherlands or the laws of Germany. Such IPED Securities and such IPED Agreements are referred to in this Deed as the “**Relevant IPED Securities**” and the “**Relevant IPED Agreements**”.
- (F) In connection with the Scheme, BNPP SA and BNPP IBV wish to offer certain irrevocable undertakings to the Holders and the Counterparties in respect of the Relevant IPED Securities and the Relevant IPED Agreements.
- (G) Certain of the Relevant IPED Securities and the Relevant IPED Agreements were previously transferred to RBS plc from RBS NV through the 2012 Demerger and Cross-Border Merger. RBS plc offered certain irrevocable undertakings to the relevant holders, counterparties and affected customers in the 2012 Deed of Irrevocable Offer that supplemented (but did not amend) the terms and conditions of such securities and agreements. References to RBS NV are therefore required where appropriate in this Deed to reflect this.

This Deed provides as follows:

1 Definitions and Interpretation

1.1 Definitions: In this Deed, unless the context requires otherwise, capitalised terms shall have the meaning given thereto in Schedule 1 (*Definitions*).

1.2 Interpretation: Unless a contrary indication appears:

1.2.1 Law of The Netherlands: references to the laws of The Netherlands are deemed to be references to the laws of the European part of The Netherlands;

1.2.2 Headings: headings shall be ignored in construing this Deed;

1.2.3 Documents: references in this Deed to this Deed or any other document are to this Deed or those documents as amended, supplemented or replaced from time to time and include any document that amends, supplements or replaces them;

1.2.4 Clauses: references to Clauses are to Clauses of this Deed;

1.2.5 Statutes: references to a statute or statutory provision include:

- (i) that statute or provision as from time to time modified, re-enacted or consolidated whether before or after the Scheme Effective Time; and
- (ii) any subordinate legislation made from time to time under that statute or statutory provision; and

1.2.6 Singular and Plural: references to the singular include the plural and *vice versa*.

2 Irrevocable Offer

With effect from the Effective Date (or, if applicable, the relevant Subsequent Transfer Date) and subject to the terms of the Scheme, each of BNPP SA and BNPP IBV hereby irrevocably undertakes to each Holder and Counterparty, and acknowledges and agrees, as follows:

2.1 General undertakings

2.1.1 Any reference (however worded and whether express or implied) in respect of any Relevant IPED Security and/or Relevant IPED Agreement, including any reference in any document or instrument (whether or not RBS plc or RBS NV is a party) to:

- (i) RBS NV (or any former name of RBS NV) shall, unless the context requires that a reference also continues to be made to RBS NV (or any former name of RBS NV), be construed as a reference to the relevant BNPP Entity in respect of any such Relevant IPED Security and/or Relevant IPED Agreement;
- (ii) RBS NV's company registration and contact details shall, unless the context requires that a reference also continues to be made to RBS NV's company registration and contact details, be construed as a reference to the relevant BNPP Entity's company registration and contact details or such contact details as the relevant BNPP Entity shall direct;
- (iii) RBS plc shall, unless the context requires that a reference also continues to be made to RBS plc, be construed as a reference to the relevant BNPP Entity in respect of any such Relevant IPED Security and/or Relevant IPED Agreement;
- (iv) RBS plc's company registration and contact details shall, unless the context requires that a reference also continues to be made to RBS plc's company

registration and contact details, be construed as a reference to the relevant BNPP Entity's company registration and contact details or such contact details as the relevant BNPP Entity shall direct;

- (v) any director, officer, representative or employee of RBS NV or RBS plc shall, unless the context requires that a reference also continues to be made to any director, officer, representative or employee of RBS NV or RBS plc, be construed as a reference to the directors, officers, representatives or employees of the relevant BNPP Entity or to such director, officer, representative or employee of the relevant BNPP Entity as such BNPP Entity may nominate for that purpose;
 - (vi) "De Nederlandsche Bank" or "DNB" shall be construed as a reference to the Applicable BNPP SA Regulator, unless such reference relates to: (i) past consents, authorisations, approvals or decisions of the DNB; (ii) consents, authorisations, approvals and/or decisions of the DNB in relation to assets and/or liabilities of RBS NV, or assets and/or liabilities of RBS plc, not forming part of the Transferring Business; or (iii) the context requires otherwise;
 - (vii) "Financial Services Authority", "FSA", "Financial Conduct Authority", "FCA", "Prudential Regulation Authority" or "PRA" shall be construed as a reference to the Applicable BNPP SA Regulator unless such reference relates to: (i) past consents, authorisations, approvals and/or decisions of the FSA, the FCA or the PRA (as the case may be); (ii) consents, authorisations, approvals or decisions of the FSA, the FCA or the PRA (as the case may be) in relation to assets and/or liabilities of RBS plc not forming part of the Transferring Business; or (iii) the context requires otherwise; and
 - (viii) a website of RBS plc or RBS NV in respect of the Relevant IPED Securities that relates to general corporate, financial, regulatory or other similar information in respect of RBS plc shall, unless the context requires otherwise, be construed as a reference to the equivalent website of the relevant BNPP Entity and a global or local website address relevant to the Relevant IPED Securities which sets out information relating to a specific series of Relevant IPED Securities and includes a reference to "rbs" shall be construed as a reference to the equivalent global or local website address of the relevant BNPP Entity which includes a reference to "bnpparibas" (if such a website of a relevant BNPP Entity is available).
- 2.1.2** any instruction, direction, mandate, indemnity, power of attorney, authority, undertaking, declaration or consent given by RBS NV or RBS plc, as the case may be, in respect of any Relevant IPED Security and/or Relevant IPED Agreement (whether in writing or not and whether or not in relation to an account) shall be construed as if it were given by the relevant BNPP Entity;
- 2.1.3** any reference to rights, defences, powers and remedies for ascertaining, perfecting, enforcing or resisting any Relevant IPED Security and/or Relevant IPED Agreement shall be construed as if it had at all times been a liability of the relevant BNPP Entity;
- 2.1.4** as regards any Relevant IPED Security and/or Relevant IPED Agreement under which interest, principal or other sums attributable or referable thereto are payable, to the extent that such interest, principal or other sums were payable by RBS plc immediately prior to the Effective Date (or, if applicable, the relevant Subsequent Transfer Date),

such interest, principal or other sums shall be construed as being payable by the relevant BNPP Entity.

2.2 Set Off Rights

With effect from the Effective Date (or, if applicable, the relevant Subsequent Transfer Date), and subject to Clause 2.3 (*Savings to rights*), for the benefit of any person who is an investor in, or a party to, a Transferring Arrangement or Existing BNPP Arrangement, neither BNPP SA nor BNPP IBV will apply any Set Off Rights which might otherwise be exercisable by either of them solely in consequence of the Scheme to reduce or discharge any liability arising from time to time:

- 2.2.1 under any Existing BNPP Arrangement by using credit balances on any Transferring Arrangement; or
- 2.2.2 under any Transferring Arrangement by using credit balances on any Existing BNPP Arrangement.

2.3 Savings to rights

The provisions of Clause 2.2 (*Set Off Rights*) will not apply to diminish or vary any rights which:

- 2.3.1 immediately prior to the Effective Date (or, if applicable, the relevant Subsequent Transfer Date), BNPP SA, BNPP IBV, RBS NV or, as the case may be, RBS plc or a Counterparty of any of them had in relation to any Transferring Arrangement or Existing BNPP Arrangement to exercise any such Set Off Rights prior to the Effective Date (or, if applicable, the relevant Subsequent Transfer Date); or
- 2.3.2 BNPP SA, BNPP IBV, RBS NV or, as the case may be, RBS plc or a Counterparty of any of them in relation to any Transferring Arrangement or Existing BNPP Arrangement may acquire other than solely in consequence of the Scheme, including any rights arising in consequence of the modification, on or after the Effective Date (or, if applicable, the relevant Subsequent Transfer Date), of any Transferring Arrangement or Existing BNPP Arrangement.

2.4 Exclusion of Disruption/Adjustment Rights

- 2.4.1 This Clause 2.4 applies to those Relevant IPED Securities which contain provisions that give the issuer or calculation agent the right, in certain circumstances, to accelerate, terminate or alter the issuer's rights or obligations under such Relevant IPED Security.

Those circumstances include (i) the issuer being unable, or otherwise determining that it is, or has become, not reasonably practicable or it has become undesirable for the issuer to establish, re-establish, substitute or maintain transactions necessary, or desirable, to hedge its obligations under such Relevant IPED Security; and (ii) it becoming more expensive for the issuer to establish, re-establish, substitute or maintain such hedging transactions.

The obligations on the BNPP Entities in this Clause 2.4 seek to ensure that the BNPP Entities and any Relevant Calculation Agents will not exercise, to the detriment of the beneficial owners of such Relevant IPED Security, any such rights (referred to and defined in Clause 2.4.4 below as Disruption/Adjustment Rights) that might otherwise have been available to them solely in consequence of the Scheme.

2.4.2 If a Disruption/Adjustment Event occurs in respect of any such Relevant IPED Security and that Disruption/Adjustment Event occurred:

- (i) upon, or immediately following, the Effective Date (or, if applicable, the relevant Subsequent Transfer Date); and
- (ii) solely in consequence of (a) the transfer of RBS plc's rights and obligations under such Relevant IPED Security to BNPP SA under the Scheme; (b) the transfer of the Securities Issuer Role under the Scheme; or (c) a combination of (a) and (b),

and the BNPP Entity or a Relevant Calculation Agent would otherwise have been able to exercise the related Disruption/Adjustment Rights under such Relevant IPED Security, then, with effect from the Effective Date (or, if applicable, the relevant Subsequent Transfer Date), the BNPP Entity shall not, and shall procure that the Relevant Calculation Agent shall not, exercise such Disruption/Adjustment Rights. For the avoidance of doubt, no BNPP Entity and no Relevant Calculation Agent, shall be precluded from exercising any Disruption/Adjustment Rights it may have if a Disruption/Adjustment Event occurs in respect of any Relevant IPED Security for reasons other than those set out under (a), (b) or (c) in Clause 2.4.2(ii) above.

2.4.3 None of (i) the transfer of RBS plc's rights and obligations under the Relevant IPED Securities to BNPP SA under the Scheme; (ii) the transfer of the Securities Issuer Role under the Scheme; and (iii) the combination of (i) and (ii) shall, solely by itself, constitute the occurrence of "an event" or "events" for the purposes of any condition of any Relevant IPED Security entitled "Other Adjustments" (as construed in accordance with this Deed).

2.4.4 Capitalised terms used in this Clause 2.4 shall have the following meanings:

"Disruption/Adjustment Event", in respect of a Relevant IPED Security, means a Hedging Disruption Event, a Hedging Disruption, an Emerging Market Disruption Event, a Constraint Event, an Increased Cost of Hedging, an Increased Cost of Stock Borrow, or a Loss of Stock Borrow (each as defined in the terms and conditions of the Relevant IPED Securities as construed in accordance with this Deed), or any similar or analogous events;

"Disruption/Adjustment Rights", in relation to a Disruption/Adjustment Event and a Relevant IPED Security, means rights arising in consequence of the occurrence of a Disruption/Adjustment Event and providing for the acceleration, or alteration, of the issuer's rights or obligations under such Relevant IPED Security, or the termination of that Relevant IPED Security, to the detriment of the beneficial owners of that Relevant IPED Security (taken together as a body); and

"Relevant Calculation Agent" means a calculation or other agent (other than a BNPP Entity) in whom any Disruption/Adjustment Rights are vested.

2.5 References to Dutch insolvency or special measures

Where the terms and conditions of a Relevant IPED Security specify an event of default referable to:

- (i) the winding-up, liquidation or bankruptcy of the issuer; or
- (ii) a declaration in respect of the issuer being made under Chapter X of the Dutch 1992 Act on the Supervision of Credit System (*Wet toezicht kredietwezen 1992*) or under

Chapter 3.5 or 3.5.5 of the Dutch Act on Financial Supervision (*Wet op het financial toezicht*);

or words or expressions to a similar effect, such references shall, with effect from the Effective Date (or, if applicable, the relevant Subsequent Transfer Date), be construed so as to include references to the issuer becoming subject to insolvency or liquidation proceedings or, in the absence of such proceedings, the issuer making a conveyance, assignment or other arrangement for the benefit of its creditors or entering into a composition with its creditors, or a resolution being passed by the issuer for its winding up or dissolution, except in connection with a merger or other reorganisation in which all of the issuer's assets are transferred to, and all of the issuer's debts and liabilities (including those under the relevant Relevant IPED Security) are assumed by, another entity which continues the issuer's activities and the obligations of such entity under the relevant Relevant IPED Security continue to be guaranteed by BNPP SA under the BNPP SA IPED Securities Guarantee (or a guarantee in substantially similar form) with references in the BNPP SA IPED Securities Guarantee being construed so as to refer to such entity.

2.6 References to United Kingdom insolvency or special measures

Where the terms and conditions of a Relevant IPED Security specify an event of default referable to the issuer becoming subject to:

2.6.1 bank administration or bank insolvency under the United Kingdom Banking Act 2009;
or

2.6.2 administration or liquidation under the United Kingdom Insolvency Act 1986,

(excluding any order or resolution for the solvent liquidation of the issuer which is made or passed in connection with a merger, consolidation or other form of combination with another company where such company assumes all obligations contracted by the issuer in connection with the relevant Relevant IPED Security), or words or expressions to a similar effect, such references shall, with effect from the Effective Date (or, if applicable, the relevant Subsequent Transfer Date), be construed so as to include references to the issuer becoming subject to insolvency or liquidation proceedings or, in the absence of such proceedings, the issuer making a conveyance, assignment or other arrangement for the benefit of its creditors or entering into a composition with its creditors, or a resolution being passed by the issuer for its winding up or dissolution, except in connection with a merger or other reorganisation in which all of the issuer's assets are transferred to, and all of the issuer's debts and liabilities (including those under the relevant Relevant IPED Security) are assumed by, another entity which continues the issuer's activities and the obligations of such entity under the relevant Relevant IPED Security continue to be guaranteed by BNPP SA under the BNPP SA IPED Securities Guarantee (or a guarantee in substantially similar form) with references in the BNPP SA IPED Securities Guarantee being construed so as to refer to such entity.

2.7 References to substitution provisions

Where the terms and conditions of a Relevant IPED Security or a Relevant IPED Agreement refer to the ability of the issuer to substitute another entity (a "**Substitute**") for itself as principal obligor under the Relevant IPED Security or Relevant IPED Agreement, and it is a condition of such substitution that the obligation of the Substitute under the Relevant IPED Security or as a party to a Relevant IPED Agreement, be guaranteed by ABN AMRO Holding N.V. or RBS Holdings N.V., or by The Royal Bank of Scotland Group plc or RBS plc, as the case may be, (or the terms and conditions make substantially similar provision), such references to the provision of a guarantee by ABN AMRO Holding N.V. or RBS Holdings N.V., or by The Royal

Bank of Scotland Group plc or RBS plc, as the case may be, shall be construed, with effect from the Relevant Securities Issuer Role Transfer Time, as the provision of a guarantee by BNPP SA (or, if BNPP SA has given a guarantee which would cover the obligations of the Substitute under the Relevant IPED Security or Relevant IPED Agreement, the continuation of such guarantee).

2.8 BNPP SA IPED Securities Guarantee

In order to reflect the provision of the BNPP SA IPED Securities Guarantee which is to be given as part of the Scheme, and which is to apply with effect from the Relevant Securities Issuer Role Transfer Time in respect of BNPP IBV's obligations arising under the IPED Securities and related IPED Agreements (including the Relevant IPED Securities and the Relevant IPED Agreements), BNPP SA and BNPP IBV undertake as follows:

2.8.1 Where the terms and conditions of a Relevant IPED Security specify that an event of default will occur if any of the following events occurs in respect of the issuer and is continuing:

- (i) the winding-up, liquidation or bankruptcy of the issuer; or
- (ii) a declaration in respect of the issuer being made under Chapter X of the Dutch 1992 Act on the Supervision of the Credit System (*Wet toezicht kredietwezen 1992*) or under Chapter 3.5 or 3.5.5 of the Dutch Act on Financial Supervision (*Wet op het financieel toezicht*),

(which events may be subject to certain exclusions), or

- (iii) an order is made or an effective resolution is passed for the winding up of the issuer (which may be subject to certain exceptions); or
- (iv) the issuer is subject to bank administration, or bank insolvency, under the United Kingdom Banking Act 2009; or
- (v) the issuer is subject to administration, or liquidation, under the United Kingdom Insolvency Act 1986,

(excluding, in the case of Clauses 2.8.1(iv) and (v) above, any order or resolution for the solvent liquidation of the issuer which is made or passed in connection with a merger, consolidation or other form of combination with another company where such company assumes all obligations contracted by the issuer in connection with the Relevant IPED Security),

or words or expressions to similar effect, then such references shall be construed so as to include the following event as an additional event of default under the applicable terms and conditions:

- (vi) BNPP SA ceases its payments, or a judgment is issued for the judicial liquidation (*liquidation judiciaire*) of BNPP SA or for a transfer of the whole of its business (*cession totale de l'entreprise*), or BNPP SA is subject to similar proceedings or, in the absence of legal proceedings, BNPP SA makes a conveyance, assignment or other arrangement for the benefit of its creditors or enters into a composition with its creditors, or a resolution is passed by BNPP SA for its winding up or dissolution, except in connection with a merger or other reorganisation in which all of BNPP SA's assets are transferred to, and all of BNPP SA's debts and liabilities (including those under the BNPP SA IPED

Securities Guarantee) are assumed by, another entity which continues BNPP SA's activities.

2.8.2 BNPP IBV, from the time at which an event specified in Clause 2.8.1(vi) has occurred in respect of a Relevant IPED Security, shall make an offer to purchase (or procure the purchase of) any Relevant IPED Security from any Holder. Such offer shall be for such amount as would have been payable by BNPP IBV if:

- (i) an event of default had occurred in respect of the issuer under the terms and conditions of the Relevant IPED Security (as construed in accordance with this Deed) and;
- (ii) the Relevant IPED Security had been accelerated,

(such amount being grossed up to cover any transfer or transaction taxes that would be payable by the Holder in respect of such purchase to the extent that such transfer or transaction taxes would not have been payable upon a repayment of the IPED Security following an event of default in respect of the issuer).

Such offer may be accepted by any Holder by providing written notice to BNPP IBV.

2.9 Other references in Relevant IPED Securities and Relevant IPED Agreements

Where terms of a Relevant IPED Security or a Relevant IPED Agreement refer to:

- (i) RBS NV acting through "its principal office at Gustav Mahlerlaan 350, 1082 ME Amsterdam, The Netherlands" in its role as issuer (or make substantially similar provision), such references shall, with effect from the Effective Date (or, if applicable, the relevant Subsequent Transfer Date), be construed as references to BNPP IBV acting through "its office at Herengracht 537, 1017 B.V. Amsterdam, The Netherlands";
- (ii) "The Royal Bank of Scotland NV, Amsterdam", in its role as issuer, such references shall, with effect from the Effective Date (or, if applicable, the relevant Subsequent Transfer Date), be construed as references to "BNP Paribas Arbitrage Issuance B.V., Amsterdam";
- (iii) RBS NV acting through "its principal office at Gustav Mahlerlaan 350, 1082 ME Amsterdam, The Netherlands" in its role as Agent (or make substantially similar provision), such references shall, with effect from the Effective Date (or, if applicable, the relevant Subsequent Transfer Date), be construed as references to BNPP SA acting through "its London branch at 10 Harewood Avenue, London NW1 6AA" or the Relevant Substitute Agent (as the case may be);
- (iv) "The Royal Bank of Scotland NV, Amsterdam", in its role as Agent, such references shall, with effect from the Effective Date (or, if applicable, the relevant Subsequent Transfer Date), be construed as references to "BNP Paribas S.A., Paris" or the Relevant Substitute Agent (as the case may be);
- (v) RBS plc acting through "its principal office at 250 Bishopsgate, London EC2M 4AA" (or make substantially similar provision) in its role as issuer, such references shall, with effect from the Effective Date (or, if applicable, the relevant Subsequent Transfer Date), be construed as references to BNPP IBV acting through "its office at Herengracht 537, 1017 B.V. Amsterdam, The Netherlands";
- (vi) "The Royal Bank of Scotland plc, Edinburgh" in its role as issuer, such references shall, with effect from the Effective Date (or, if applicable, the relevant Subsequent Transfer

Date), be construed as references to “BNP Paribas Arbitrage Issuance B.V., Amsterdam”;

- (vii) RBS plc acting through “its principal office at 250 Bishopsgate, London EC2M 4AA” (or make substantially similar provision) in its role as Agent, such references shall, with effect from the Effective Date (or, if applicable, the relevant Subsequent Transfer Date), be construed as references to BNPP SA acting through “its London branch at 10 Harewood Avenue, London NW1 6AA” or the Relevant Substitute Agent (as the case may be); or
- (viii) “The Royal Bank of Scotland plc, Edinburgh” in its role as Agent, such references shall, with effect from the Effective Date (or, if applicable, the relevant Subsequent Transfer Date), be construed as references to “BNP Paribas S.A., Paris” or the Relevant Substitute Agent (as the case may be).

2.10 Dividend Amounts and Notional Dividend Amounts

2.10.1 This Clause 2.10 applies in the situation where: (i) a Relevant IPED Security is linked to underlying shares, baskets of shares or indices; and (ii) the terms of such Relevant IPED Security provide for payment of amounts (either on an ongoing basis or on maturity) equal to dividends paid or other distributions made on such reference assets, net of withholding tax at a rate determined by reference to a double tax treaty (or double tax treaties) as specified in the terms and conditions of the Relevant IPED Security.

In some cases, the relevant rate of withholding tax could be affected by the transfers pursuant to the Scheme and the intention is to ensure that the amount of payments to a Holder should not be reduced in consequence of the Scheme.

2.10.2 Where the terms and conditions of a Relevant IPED Security:

- (i) provide for the issuer to pay a “Dividend Amount” to holders of such Relevant IPED Security; or
- (ii) provide for the amount payable on maturity to be adjusted for a “Notional Dividend Amount”,

and the amount of any such Dividend Amount, or Notional Dividend Amount falls to be calculated net of withholding tax at a rate determined by reference to a double tax treaty (or double tax treaties) as specified in the relevant terms and conditions, then to the extent that the amount payable under the terms and conditions would otherwise be reduced as a result of the transfer of the Relevant IPED Security (as a result of a change in the double tax treaty that is applicable following the Scheme), with effect from the Effective Date (or, if applicable, the relevant Subsequent Transfer Date) the amount payable shall be construed as being calculated by reference to the same double tax treaty (or double tax treaties) as would have been applicable, if the Relevant IPED Security had not been transferred pursuant to the Scheme.

2.11 Tax Repurchase Undertaking

In the event that any holder of Relevant IPED Securities reasonably considers (acting in good faith and in a commercially reasonable manner) that it (or any person on behalf of whom it holds Relevant IPED Securities) is likely to suffer adverse tax consequences in relation to any Relevant IPED Securities (the “**Affected Securities**”) as a result of the Scheme, then BNPP IBV, shall, if so requested by the holder (following the provision of appropriate evidence of the potential adverse tax consequences) during normal business hours on any Business Day

falling within 60 Business Days after the Effective Date, purchase (or procure the purchase) of the Affected Securities from such holder for an amount calculated by or on behalf of BNPP IBV equal to the mid market value of the Affected Securities (spread-free) assuming normal market conditions exist. The purchase shall be traded and executed in accordance with normal secondary market procedures.

3 Enforcement by Holders and Counterparties

This Deed creates the right for each Holder and Counterparty to demand performance by each of BNPP SA and BNPP IBV in respect of the undertakings given by it under this Deed and to otherwise invoke this Deed against BNPP SA and BNPP IBV with effect from the Effective Date (or, if applicable, the relevant Subsequent Transfer Date).

4 Amendment

Neither BNPP SA nor BNPP IBV may amend, vary, terminate or suspend this Deed or their respective obligations under it, save that nothing in this Clause 4 shall prevent BNPP SA or BNPP IBV from (i) increasing or extending their respective obligations under this Deed by way of supplement to it at any time or (ii) amending this Deed to correct a manifest error.

5 Governing Law and Jurisdiction

5.1 Governing Law: This Deed and any non-contractual obligations arising out of, or in connection with it, shall:

5.1.1 in relation to any Relevant IPED Security and Relevant IPED Agreement be governed by, and construed in accordance with, the laws by which such Relevant IPED Security or Relevant IPED Agreement (as applicable) is expressed to be governed; and

5.1.2 in any other respect (if any) be governed by and construed in accordance with English law.

5.2 Jurisdiction: In relation to:

5.2.1 any Relevant IPED Security and Relevant IPED Agreement, the courts to whose jurisdiction RBS NV, or RBS plc, as the case may be, has submitted in respect of such Relevant IPED Security or Relevant IPED Agreement (as applicable) are to have jurisdiction to settle any disputes that may arise out of, or in connection with, this Deed and accordingly any legal action or proceedings arising out of, or in connection with, this Deed in relation to such Relevant IPED Security or Relevant IPED Agreement (as applicable) may be brought in such courts; and

5.2.2 any other aspect the English courts are to have jurisdiction to settle any disputes that may arise out of, or in connection with, this Deed and accordingly any legal action or proceedings arising out of, or in connection with, this Deed in relation to any such other aspect may be brought in such courts.

In witness whereof each of BNPP SA and BNPP IBV has duly executed and delivered this Deed on the day and year first above mentioned.

EXECUTED AS A DEED by
BNP PARIBAS S.A.

acting by:

Authorised Signatory
(Execution location: _____)

and

Authorised Signatory
(Execution location: _____)

EXECUTED AS A DEED by
BNP PARIBAS ARBITRAGE ISSUANCE B.V.

acting by:

BNP PARIBAS TRUST B.V. (the Managing Director)

Authorised Signatory
(Execution location: _____)

and

Authorised Signatory
(Execution location: _____)

SCHEDULE 1

Definitions

In this Deed, unless the context otherwise requires, the following words and phrases have the following meanings:

“2012 Deed of Irrevocable Offer”	the deed of irrevocable offer dated 25 May 2012 relating to the transfer to RBS plc of certain business of RBS NV through the 2012 Demerger and Cross-Border Merger;
“2012 Demerger and Cross-Border Merger”	the transfer of certain assets and liabilities of RBS NV to RBS plc through a statutory demerger of the relevant transferring business from RBS NV into a new entity under the laws of The Netherlands and a subsequent cross-border merger of that new entity into RBS plc which became effective on 10 September 2012;
“ACPR”	<i>Autorité de Contrôle Prudentiel et de Résolution</i> or such successor governmental department, regulatory authority or other official body from time to time exercising supervisory powers in relation to financial services in France;
“Agent”	fiscal agent, principal paying agent, calculation agent or any other agent of the issuer in respect of the Relevant IPED Securities;
“AMF”	the <i>Autorité des Marchés Financiers</i> or such successor governmental department, regulatory authority or other official body from time to time exercising supervisory powers in relation to financial services in France;
“Applicable BNPP SA Regulator”	the AMF, the ACPR or the ECB as the context may require;
“Arrangement”	any arrangement made with, or offered or issued by RBS NV or RBS plc (or on behalf of RBS NV or RBS plc) or a BNPP Entity (or on its behalf), as the case may be, whether or not in writing including any agreement, invitation to treat, offer, contract, deed, instrument, loan, note, derivative, bond, commitment, Encumbrance or right in security, loan note, deposit, indemnity, indenture, trust document (including any variations, modifications, amendments, restatements or other supplements thereto) and/or the rights and obligations of any kind (and whether present or future, actual or contingent, ascertained or unascertained) arising under any such arrangement;
“BNPP SA IPED Securities Guarantee”	a guarantee to be entered into by BNPP SA guaranteeing the obligations of BNPP IBV under (i) the IPED Securities and (ii) the corresponding IPED Agreements;
“Business Days”	a day (other than a Saturday or Sunday or public holiday) on which banks in United Kingdom and France are open for the transaction of normal banking business;

“Counterparty”	each party to a Relevant IPED Agreement from time to time other than, following the Effective Date (or if applicable, the relevant Subsequent Transfer Date), a BNPP Entity;
“Court”	the Court of Session in Scotland;
“Disruption/Adjustment Event”	has the meaning given to it in Clause 2.4.4;
“Disruption/Adjustment Rights”	has the meaning given to it in Clause 2.4.4;
“DNB”	the Dutch Central Bank (<i>De Nederlandsche Bank N.V.</i>);
“ECB”	the European Central Bank or such successor body from time to time exercising prudential regulatory and supervisory powers in relation to BNPP SA;
“Effective Date”	the date on which the Scheme shall become effective in accordance with its terms;
“Encumbrance”	<p>(a) any mortgage, charge, pledge, assignment in security, lien or any other security interest or encumbrance of any kind, whether legal or equitable, securing any obligation of any person or any other agreement having a similar effect, including any fixed or floating charge, standard security, right of set-off or netting arrangement;</p> <p>(b) any third party right or interest, whether legal or equitable, including in any real or personal property; and</p> <p>(c) any other type of preferential arrangement (including title transfer and retention agreements) having a similar effect;</p>
“Existing BNPP Arrangement”	any Arrangement (together with any Encumbrance or right in security related to such arrangement) with any customer of a BNPP Entity that exists as at the Effective Date, under which that BNPP Entity has accepted or made, or agreed to accept deposits, make loans or any other form of finance, whether secured or unsecured, provide any guarantee, indemnity, letter of credit, performance bond or other assurance, or originated, sold or traded, or agreed to originate, sell or trade, any structured product or over-the-counter derivative;
“FCA”	the Financial Conduct Authority or such successor governmental department, regulatory authority or other official body from time to time exercising supervisory powers in relation to financial services in the United Kingdom;
“FSA”	the Financial Services Authority which formerly exercised supervisory powers in relation to financial services in the United Kingdom and was succeeded by the PRA and the FCA with effect from 1 April 2013;
“Holder”	a holder of a Relevant IPED Security from time to time (as defined or otherwise identified under or pursuant to the terms and conditions of the Relevant IPED Security, or the relevant

	agreement or instrument relating thereto);
“IPED Agreements”	the agreements to which RBS NV and/or RBS plc, as the case may be, is party (as issuer or Agent) relating to the IPED Securities as listed in Part 2 of Schedule 2 of this Deed;
“IPED Securities”	those notes, bonds, warrants, certificates and other securities which are listed in Part 1 of Schedule 2 of this Deed;
“PRA”	the Prudential Regulation Authority or such successor governmental department, regulatory authority or other official body from time to time exercising prudential regulatory and supervisory powers in relation to financial services in the United Kingdom;
“RBS NV”	The Royal Bank of Scotland N.V., a company incorporated in The Netherlands with company number 33002587 and whose registered office is at Gustav Mahlerlaan 350, 1082 ME Amsterdam, The Netherlands;
“RBS plc”	The Royal Bank of Scotland plc, a company incorporated in Scotland with company number SC090312 and whose registered office is at 36 St Andrew Square, Edinburgh EH2 2YB, Scotland;
“Relevant Calculation Agent”	has the meaning given to it in Clause 2.4.4;
“Relevant IPED Agreements”	has the meaning given to it in Recital (E);
“Relevant IPED Securities”	has the meaning given to it in Recital (E);
“Relevant Securities Issuer Role Transfer Time”	in respect of an asset or liability relating to the Securities Issuer Role which is part of the Transferring Business and which is transferring under the Scheme as at the Effective Date, the Securities Issuer Role Transfer Time and, in respect of a Residual Asset or Residual Liability relating to the Securities Issuer Role, the applicable Securities Issuer Role Subsequent Transfer Time;
“Relevant Substitute Agent”	in respect of a series of Relevant IPED Securities, the entity or entities appointed as an Agent from time to time in accordance with the terms and conditions of such Relevant IPED Securities;
“Residual Asset”	all or any part of an asset which is part of the Transferring Business which would be transferring under the Scheme as at the Effective Date but: <ul style="list-style-type: none"> (a) the Court has declined to order its transfer to BNPP SA at the Effective Date; (b) its transfer, or the transfer of any part of it, pursuant to an order of the Court: <ul style="list-style-type: none"> (i) is not recognised by the laws of the jurisdiction in which the relevant asset is situated, or which govern such relevant asset; or (ii) will not be recognised or be effective or be capable of enforcement under the laws of the

jurisdiction in which the relevant asset is situated or which govern such relevant asset without further steps being taken;

- (c) RBS plc and BNPP SA agree in writing, at any time prior to the Effective Date, that it would be more conveniently transferred at a later time; or
- (d) BNPP SA does not have the regulatory authorisation, permission or other consent which it needs to hold the relevant asset on the Effective Date,

provided that sub-paragraphs (a) – (d) of this definition of Residual Asset are not mutually exclusive;

“Residual Liability”

all or any part of a liability which is part of the Transferring Business which would be transferring under the Scheme as at the Effective Date but:

- (a) the Court has declined to order its transfer to BNPP SA at the Effective Date;
- (b) its transfer, or the transfer of any part of it, pursuant to an order of the Court:
 - (i) is not recognised by the laws of the jurisdiction in which the relevant liability is situated, or which govern such relevant liability; or
 - (ii) will not be recognised or be effective or be capable of enforcement under the laws of the jurisdiction in which the relevant liability is situated or which govern such relevant liability without further steps being taken;
- (c) RBS plc and BNPP SA agree in writing, at any time prior to the Effective Date, that it would be more conveniently transferred at a later time;
- (d) BNPP SA does not have the regulatory authorisation, permission or other consent which it needs to hold the relevant liability on the Effective Date; or
- (e) it is correlative to a Residual Asset and arises at any time before a Subsequent Transfer Date applicable to such Residual Asset,

provided that sub-paragraphs (a) – (e) of this definition of Residual Liability are not mutually exclusive;

“Scheme”

has the meaning given to it in Recital (B);

“Scheme Effective Time”

the time on the Effective Date at which the Scheme shall become effective in accordance with its terms;

“Securities Agent Roles”

the rights and obligations of RBS plc as the fiscal agent, principal paying agent, calculation agent or other agent (as applicable) of the issuer in respect of the IPED Securities (to the extent such IPED Securities have not been exercised, redeemed or repurchased and cancelled in whole prior to the Effective Date (or, if applicable, the relevant Subsequent Transfer Date)) as set out in

	or arising from the terms and conditions of the IPED Securities and the corresponding IPED Agreements;
“Securities Issuer Role”	the rights and obligations of the issuer of each of the IPED Securities (to the extent such IPED Security has not been exercised, redeemed or repurchased and cancelled in whole prior to the Effective Date (or, if applicable, the relevant Subsequent Transfer Date)) as set out in, or arising from, the terms and conditions of the IPED Securities and, where applicable, the corresponding IPED Agreements;
“Securities Issuer Role Subsequent Transfer Time”	the time at which a Residual Asset and/or Residual Liability relating to the Securities Issuer Role shall be transferred to BNPP IBV from BNPP SA, which shall be immediately after the transfer of such Residual Asset or Residual Liability (as the case may be) from RBS plc to BNPP SA on the applicable Subsequent Transfer Date;
“Securities Issuer Role Transfer Time”	the time at which the transfer of the Securities Issuer Role becomes effective in accordance with the Scheme;
“Set Off Rights”	all rights arising under, or in relation to, any Transferring Arrangement or Existing BNPP Arrangement providing for liabilities or amounts owed or arising under any Transferring Arrangement or Existing BNPP Arrangement or credit or debit balances on account to be satisfied by way of set-off, combination or deduction against, or used as payment towards, liabilities or amounts owed under any other Transferring Arrangement or Existing BNPP Arrangement;
“Subsequent Transfer Date”	in relation to: <ul style="list-style-type: none"> (i) any Residual Asset or Residual Liability falling within subparagraphs (a) – (b) and (d) of the definition of Residual Asset and/or Residual Liability, either the date on which the Court makes a subsequent order for the transfer of the Residual Asset or Residual Liability or the first date on which there remains no impediment to the transfer of such Residual Asset or Residual Liability; (ii) any Residual Asset or Residual Liability falling within subparagraph (c) of the definition of Residual Asset and/or Residual Liability, the date or dates on which RBS plc and BNPP SA agree that such Residual Asset or Residual Liability should be transferred; and (iii) any Residual Liability falling within sub-paragraph (e) of the definition of Residual Liability relating to any Residual Asset, the Subsequent Transfer Date applicable to the correlative Residual Asset, <p>provided always that RBS plc and BNPP SA may agree that a Residual Asset or Residual Liability may be transferred on any other date (such date being on or after the Effective Date);</p>
“Substitute”	has the meaning given to it in Clause 2.7;
“Transferring Arrangement”	the Arrangements comprised in the Transferring Business;

**“Transferring
Business”**

the business carried on by RBS plc relating to the IPED Securities
(and IPED Deposits, as defined in the Scheme); and

“United Kingdom”

the United Kingdom of Great Britain and Northern Ireland.

Schedule 2
IPED Securities and IPED Agreements relating to the IPED Securities

1 Part 1

IPED Securities – List of ISINs

CH0013183790	CH0023728071	CH0038362536	CH0101203195
CH0014176900	CH0023743500	CH0038609845	CH0101203229
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CH0014686791	CH0024323971	CH0039472995	CH0102384713
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CH0017760403	CH0024897511	CH0045454284	CH0102937791
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SE0004242477	SE0005132438	XS0649933727	
SE0004269777	SE0005162294	XS0649936316	
SE0004324101	SE0005190766	XS0649943791	
SE0004324374	SE0005190782	XS0649944179	
SE0004324390	SE0005250636	XS0649944252	
SE0004324408	XS0215356212	XS0649945812	

2 Part 2

List of IPED Agreements (relating to the IPED Securities) to which BNPP SA and thereafter BNPP IBV, in place of BNPP SA, will become a party

- a) Agency Agreement dated 29 August 2000 between ABN AMRO Bank N.V. as issuer; ABN AMRO Bank N.V. as fiscal and principal paying agent; and Kreditbank S.A. Luxembourgeoise and BNP Paribas Securities Services as paying agents, relating to ISINs: DE0005437453, DE0005437438, DE0005437446, DE0005437420, DE0005437461, DE0005437412;
- b) Agency Agreement dated 17 October 2000 between ABN AMRO Bank N.V. as issuer; ABN AMRO Bank N.V. as fiscal and principal paying agent; and Kreditbank S.A. Luxembourgeoise and BNP Paribas Securities Services as paying agents, relating to ISIN: DE0005591325;
- c) Agency Agreement dated 17 November 2000 between ABN AMRO Bank N.V. as issuer; ABN AMRO Bank N.V. as fiscal and principal paying agent; and ABN AMRO Bank (Luxembourg) S.A. and BNP Paribas Securities Services as paying agents, relating to ISIN: DE0005715155;
- d) Agency Agreement dated 24 November 2000 between ABN AMRO Bank N.V. as issuer; ABN AMRO Bank N.V. as fiscal and principal paying agent; and ABN AMRO Bank (Luxembourg) S.A. and BNP Paribas Securities Services as paying agents, relating to ISIN: DE0005718605;
- e) Agency Agreement dated 25 January 2001 between ABN AMRO Bank N.V. as issuer; ABN AMRO Bank N.V. as fiscal and principal paying agent; and BNP Paribas Securities Services as paying agent, relating to ISINs: DE0006075385, DE0006075393, DE0006075302, DE0006075427, DE0006075310, DE0006075328, DE0006075419, DE0006075336, DE0006075344, DE0006075369, DE0006075401, DE0006075351, DE0006075377;
- f) Agency Agreement dated 22 February 2001 between ABN AMRO Bank N.V. as issuer; ABN AMRO Bank N.V. as fiscal and principal paying agent; and BNP Paribas Securities Services as paying agent, relating to ISIN: DE0006106701;
- g) Agency Agreement dated 14 June 2001 between ABN AMRO Bank N.V. as issuer; ABN AMRO Bank N.V. as fiscal and principal paying agent; and BNP Paribas Securities Services as paying agent, relating to ISIN: DE0006859648;
- h) Agency Agreement dated 25 June 2001 between ABN AMRO Bank N.V. as issuer; ABN AMRO Bank N.V. as fiscal and principal paying agent; and BNP Paribas Securities Services as paying agent, relating to ISIN: DE0006871890;
- i) Agency Agreement dated 2 July 2001 between ABN AMRO Bank N.V. as issuer; ABN AMRO Bank N.V. as fiscal and principal paying agent; and BNP Paribas Securities Services as paying agent, relating to ISINs: DE0006874803, DE0006874845, DE0006874829, DE0006874837, DE0006874811;
- j) Agency Agreement dated 2 July 2001 between ABN AMRO Bank N.V. as issuer; ABN AMRO Bank N.V. as fiscal and principal paying agent; and BNP Paribas Securities Services as paying agent, relating to ISINs: DE0006874860, DE0006874852; and
- k) Agency Agreement dated 27 December 2001 between ABN AMRO Bank N.V. as issuer; ABN AMRO Bank N.V. as fiscal and principal paying agent; and ABN AMRO Bank (Luxembourg) S.A. and BNP Paribas Securities Services as paying agents, relating to ISINs: DE0008274408, DE0008274416, DE0008274325, DE0008274259, DE0008274267, DE0008274341, DE0008274317, DE0008274333, DE0008274366,

DE0008274358, DE0008274291, DE0008274275, DE0008274382, DE0008274390,
DE0008274309.