

## IMPORTANT NOTICE

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**THIS DOCUMENT (WHICH EXPRESSION WHEN USED IN THIS NOTICE INCLUDES THE EXPLANATORY MEMORANDUM) IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.** If you are in any doubt as to the contents of the Explanatory Memorandum or the action you should take, you are recommended to seek your own financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000, or from another appropriately authorised independent financial adviser.

**NOTHING IN THIS DOCUMENT OR THE ELECTRONIC TRANSMISSION THEREOF CONSTITUTES THE SOLICITATION OF AN OFFER TO SELL OR AN OFFER TO PURCHASE SECURITIES IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO.**

If you have recently sold or otherwise transferred your entire holding(s) of the Notes referred to below, you should immediately forward this document to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for transmission to the purchaser or transferee, but if and only if you are permitted to do so by applicable law, and subject to the restrictions set out on this page.

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# EXPLANATORY MEMORANDUM

Relating to a Proposal by



## SNS REAAL

### SNS REAAL N.V.

*(incorporated under the laws of The Netherlands with limited liability and having its corporate seat in Utrecht)*  
("SNS REAAL")

in relation to the issue of its

**EUR 200,000,000**

**Subordinated Floating Rate Notes due June 2012 (the "Notes")**

(ISIN: XS0221493181)

(Common Code: 022149318)

SNS REAAL is making a proposal as described in this Explanatory Memorandum (the "**Proposal**") to holders of the Notes (the "**Noteholders**") relating to the termination of the Replacement Covenant (as defined below) relating to the Notes. The proposed termination of the Replacement Covenant (the "**Termination**") in relation to the Notes will require the consent of a majority by principal amount of the Noteholders, as more fully described herein. Certain background information relating to the Proposal is set out in this Explanatory Memorandum - see "*Background to and Rationale for the Proposal*" below.

If Consent Instructions (as defined below) are received on or prior to the Expiration Time (as defined below), and not revoked (pursuant to the limited circumstances in which a revocation is permitted as described herein) prior to the Expiration Time, subject to a majority of the Noteholders submitting Consent Instructions in favour of the Termination, SNS REAAL will pay on the Consent Fee Payment Date (as defined below) to the relevant Clearing System (as defined below) for the benefit of each holder of Notes who has delivered (and has not revoked pursuant to the limited circumstances in which a revocation is permitted described herein) a Consent Instruction in favour of the Termination a Consent Fee (as defined below) equal to the amount of EUR25 per EUR10,000 principal amount of Notes for which such Consent Instruction has been delivered and not revoked pursuant to the limited circumstances in which a revocation is permitted described herein.

**Noteholders who wish to consent to the Termination and receive the Consent Fee must take action prior to the Expiration Time, being 4.00 p.m. London time on 10 June 2010 (Noteholders should note the particular practice and policy of the relevant Clearing System, broker, dealer, commercial bank, trust company or other nominee who they hold the Notes with as these may affect the abovementioned deadline).**

Notwithstanding anything to the contrary contained herein, but subject to applicable law, SNS REAAL shall in its sole discretion have the right to amend, modify or terminate the Proposal at any time before the acceptance by SNS REAAL of the Consent Instructions. Except as described elsewhere in this Explanatory Memorandum, each Consent Instruction made by a holder of the Notes pursuant to the Proposal is irrevocable.

*Solicitation Agent*

**Deutsche Bank**

The date of this Explanatory Memorandum is 27 May 2010

*Neither the Solicitation Agent nor the Tabulation Agent (as defined herein) has independently verified and neither of them assumes any responsibility for the accuracy of the information and statements contained in this Explanatory Memorandum.*

*The delivery of this Explanatory Memorandum shall not under any circumstances create any implication that the information contained in this Explanatory Memorandum is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth in this Explanatory Memorandum or in the affairs of SNS REAAL.*

***THIS EXPLANATORY MEMORANDUM DOES NOT CONSTITUTE A SOLICITATION IN ANY CIRCUMSTANCES IN WHICH SUCH SOLICITATION IS UNLAWFUL. NO PERSON HAS BEEN AUTHORISED TO MAKE ANY RECOMMENDATION ON BEHALF OF SNS REAAL OR THE SOLICITATION AGENT AS TO WHETHER NOTEHOLDERS SHOULD CONSENT TO THE PROPOSAL. NO PERSON HAS BEEN AUTHORISED TO GIVE ANY INFORMATION, OR TO MAKE ANY REPRESENTATION IN CONNECTION THEREWITH, OTHER THAN THOSE CONTAINED HEREIN. IF MADE OR GIVEN, SUCH RECOMMENDATION OR ANY SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORISED BY SNS REAAL, THE SOLICITATION AGENT OR THE TABULATION AGENT.***

*This Explanatory Memorandum is issued and directed only to the Noteholders and no other person shall, or is entitled to, rely or act on, or be able to rely or act on, its contents.*

*The Solicitation Agent may, to the extent permitted by applicable law, have or hold a position in the Notes and the Solicitation Agent may, to the extent permitted by applicable law, make, or continue to make, a market in, or vote in respect of, or act as principal in any transactions in, or relating to, or otherwise act in relation to, the Notes.*

*Deutsche Bank AG, London Branch (the "Solicitation Agent") does not express any view on the merits of the Proposal. The Solicitation Agent can be contacted by telephone or by email: +44 (0)20 7545 8011 liability.management@db.com.*

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## **Important Notice**

**In the case of Noteholders who deliver Consent Instructions in relation to Notes, such Consent Instructions will be irrevocable except in the limited circumstances described herein under "*Amendment and Termination – Revocation Rights*".**

**Euroclear Bank S.A./N.V. ("Euroclear") and Clearstream Banking, société anonyme ("Clearstream, Luxembourg" and, together with Euroclear, each a "Clearing System") will require Consent Instructions in sufficient time prior to the Expiration Time (as defined below) from Noteholders who are their accountholders so that such Consent Instructions may be communicated to the Tabulation Agent prior to the Expiration Time on the Expiration Time in accordance with the provisions of the Proposal. Noteholders whose Notes are held on their behalf by a broker, dealer, commercial bank, trust company or other nominee must contact and request such broker, dealer, commercial bank, trust company or other nominee to effect the relevant Consent Instructions on their behalf if such Noteholders desire Consent Instructions to be given to the relevant Clearing System.**

**Noteholders must give their Consent Instructions by transmitting them to the relevant Clearing System prior to the Expiration Time (taking account of any earlier deadline imposed by the relevant Clearing System). A Noteholder may (i) accept the Proposal and their implementation by communicating Consent Instructions to vote, in favour of the Termination; or (ii) decline the Proposal by voting, or communicating Consent Instructions to vote against the Termination (but in relation to (i), the Consent Fee will only be payable to a Noteholder if such Noteholder provides a Consent Instruction to vote in favour of the Termination prior to the Expiration Time, such Consent Instruction is not revoked in the limited circumstances in which a revocation is permitted described herein and the Termination is approved). Consent Instructions shall be given in accordance with the usual procedures of Euroclear and Clearstream, Luxembourg. See "*Certain Procedures relating to the Proposal – Procedures for Giving Consent Instructions*".**

**If the Termination is approved by a majority in principal amount of Noteholders, the Replacement Covenant will be terminated.**

**Noteholders who revoke their Consent Instruction in the limited circumstances in which a revocation is permitted described herein, who fail to vote prior to the Expiration Time or who abstain from voting in relation to the Termination or who vote against the Termination will not be entitled to receive the Consent Fee.**

**This Explanatory Memorandum contains important information which should be read carefully before any decision is made with respect to giving Consent Instructions.**

SNS REAAL has confirmed to the Solicitation Agent that this document contains all information regarding the Proposal which is (in the context of the Proposal) material; such information is true and accurate in all material respects and is not misleading in any material respect. SNS REAAL accepts responsibility for the information relating to it and the Proposal contained in this document.

Questions and requests for assistance may be directed to the Solicitation Agent as follows:

Deutsche Bank AG, London Branch  
Winchester House  
1 Great Winchester Street  
London EC2N 2DB  
United Kingdom  
Tel: +44 (0)20 7545 8011  
Attention: Liability Management Group  
Email: [liability.management@db.com](mailto:liability.management@db.com)

Lucid Issuer Services Limited has been appointed as tabulation agent in respect of this consent solicitation process and can be contacted as follows:

Attention: Yves Theis, Thomas Choquet  
Tel: + 44 20 7704 0880  
Fax: + 44 20 7067 9098  
Email: [sns@lucid-is.com](mailto:sns@lucid-is.com)

Requests for assistance in completing and delivering Consent Instructions or requests for additional copies of this Explanatory Memorandum and of the Replacement Covenant should be directed by Noteholders to the Tabulation Agent.

Noteholders should contact their brokers, dealers, commercial banks, trust companies or other nominees through which they hold the Notes with any questions and requests for assistance.

**THIS EXPLANATORY MEMORANDUM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR OWN INDEPENDENT PROFESSIONAL FINANCIAL, LEGAL AND/OR TAX ADVISER(S) IMMEDIATELY. NOTEHOLDERS SHOULD REACH AN INDEPENDENT DECISION ON THE PROPOSAL SET OUT IN THIS EXPLANATORY MEMORANDUM. NOTHING IN THIS EXPLANATORY MEMORANDUM OR ANYTHING COMMUNICATED TO THE NOTEHOLDERS BY OR ON BEHALF OF SNS REAAL, THE SOLICITATION AGENT, THE TABULATION AGENT OR ANY OF THEIR RESPECTIVE DIRECTORS, AGENTS OR EMPLOYEES IN CONNECTION WITH THE PROPOSAL IS INTENDED TO CONSTITUTE OR SHOULD BE CONSTRUED AS ADVICE ON THE MERITS OF THE PROPOSAL OR THE EXERCISE OF ANY RIGHTS ATTACHING TO THE NOTES.**

**THE PROPOSAL IS NOT BEING MADE TO NOTEHOLDERS IN ANY JURISDICTION IN WHICH SUCH PROPOSAL WOULD NOT BE IN COMPLIANCE WITH THE SECURITIES LAWS OF SUCH JURISDICTION.**

## Definitions

Business Day	A day other than a Saturday, a Sunday or a public holiday, on which commercial banks and foreign exchange markets are open for business in London and Amsterdam
Clearing Systems	Clearstream Banking, société anonyme (" <b>Clearstream, Luxembourg</b> ") and Euroclear Bank S.A./N.V. (" <b>Euroclear</b> ")
Consent Fee	Subject to the Termination being approved, a cash payment of EUR25 per EUR10,000 paid by SNS REAAL to each Noteholder whose Consent Instruction for a vote in favour of the Termination is delivered on or before the Expiration Time and not revoked in the limited circumstances in which a revocation is permitted described herein
Consent Fee Payment Date	No later than the third clear Business Day following the date upon which the Termination is approved
Consent Instruction	A voting instruction validly delivered in connection with the Proposal described in this Explanatory Memorandum which will be irrevocable, except in the limited circumstances described herein. See " <i>Amendment and Termination – Revocation Rights</i> "
Expiration Time	4.00 p.m. (London time) on 10 June 2010
Noteholders	Each person who is shown in the records of a Clearing System as a holder of the Notes (except that one Clearing System shall not be treated as the holder of Notes held in the account of another Clearing System when holding on behalf of the first Clearing System's accountholders)
Notes	The SNS REAAL N.V. EUR 200,000,000 Subordinated Floating Rate Notes due June 2012; (ISIN: XS0221493181); (Common Code: 022149318)
Proposal	The termination of the Replacement Covenant
Replacement Covenant	The Replacement Covenant dated 18 July 2007 given by SNS REAAL which is currently expressed in respect of the Notes
Solicitation Agent	Deutsche Bank AG, London Branch
Tabulation Agent	Lucid Issuer Services Limited

## Expected Timetable of Events

In relation to certain of the times and dates indicated below, Noteholders holding Notes in the relevant Clearing System should note the particular practice and policy of the relevant Clearing System as the deadlines set by each Clearing System may be earlier than the relevant deadlines below.

Noteholders who are not direct accountholders in the relevant Clearing System should refer to the provisions set out under "*Certain Procedures Relating to the Proposal — Procedures for Giving Consent Instructions*" on page 11 of this Explanatory Memorandum.

**2010**

Announcement of the Proposal (through Euroclear, Clearstream, Luxembourg and a press release issued in the Netherlands and filed with Euronext Amsterdam and the Netherlands Authority for the Financial Markets and on Luxembourg Stock Exchange web-site). Explanatory Memorandum made available in electronic format upon request to the Tabulation Agent 27 May

Expiration Time 4.00 p.m. on 10 June

### *If the Termination is approved:*

Result of the vote published (through a press release issued in the Netherlands and filed with Euronext Amsterdam and the Netherlands Authority for the Financial Markets and on Luxembourg Stock Exchange web-site) and Replacement Covenant terminated if the Proposal is approved 14 June

Expected date of payment of the Consent Fee to holders of Notes who have submitted Consent Instructions to vote in favour of the Termination by the relevant deadline (the "**Consent Fee Payment Date**") 15 June

All references in this Explanatory Memorandum to times are to London time, unless otherwise stated. The above times and dates are indicative only and will depend, among other matters, on timely receipt of Consent Instructions (and non-revocation thereof in the limited circumstances in which a revocation is permitted described herein) and the Termination becoming effective in accordance with the terms of the Replacement Covenant.

All notices to Noteholders will be given by publication on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)) and by means of delivery to the Clearing Systems.



## **Background to and Rationale for the Proposal**

### **Replacement Covenant**

The replacement covenant dated 18 July 2007 (the "**Replacement Covenant**") was given by SNS REAAL in favour of each holder of the Referenced Debt, currently the Notes.

The Replacement Covenant was originally included for the benefit of achieving a certain level of "equity credit" from Moody's rating agency. This methodology is currently under review and is likely to reduce the rationale for including such a Replacement Covenant.

Any repayment, redemption or repurchase of any capital instrument will continue to be subject to the relevant terms and conditions and the prior approval of the applicable regulator.

### **Referenced Debt**

Since the execution of the Replacement Covenant, the Referenced Debt has been the Notes. However, unless terminated pursuant to Clause 4 of the Replacement Covenant, pursuant to Clause 3 and Annex 1 of the Replacement Covenant, the Issuer will be required to designate a new referenced debt on or before 15 June 2010, since as of this date the Notes will have a remaining tenor of only two years. As a result, were the Replacement Covenant to remain in force, the ability to enforce it will be transferred from the holders of the Notes to the holders of the new referenced debt on or before 15 June 2010.

### **Risk Factors**

Noteholders should consider carefully the following risks when making a decision to vote in connection with the Proposal.

#### *Blocking of Notes*

Following the submission of a Consent Instruction, Notes will be blocked from trading by the relevant Clearing System until the earliest of the date upon which a Noteholder becomes entitled to withdraw, and does withdraw, its Consent Instruction in the limited circumstances in which such revocation is permitted and the Consent Fee Payment Date.

#### *Termination binding on all Noteholders*

The Termination, if approved, will be binding on all Noteholders then outstanding whether or not voting in favour of the Termination.

### **The Proposal**

SNS REAAL is seeking the approval by a majority by principal amount of the Noteholders pursuant to Clause 4 (*Termination, Amendment and Waiver*) of the Replacement Covenant, for the termination of the Replacement Covenant. If a majority by principal amount of the Noteholders approves the termination of the Replacement Covenant, the Replacement Covenant will be terminated with immediate effect as soon as possible after the Expiration Time.

## **The Consent Fee**

Subject to the Termination being approved, the Consent Fee will be paid to the relevant Clearing System for the benefit of each Noteholder that has delivered a Consent Instruction to vote in favour of the Termination prior to the Expiration Time (to the extent that such Consent Instruction has not been revoked in the limited circumstances in which a revocation is permitted described herein prior to the Expiration Time) and subject to the operating deadlines of the relevant Clearing Systems. Such fee will be paid by SNS REAAL on the Consent Fee Payment Date to the relevant Noteholders. See "*Expected Timetable of Events*" and "*Definitions*".

Noteholders who revoke their Consent Instructions before the Expiration Time in the limited circumstances in which a revocation is permitted described herein, who abstain from voting or who vote against the Termination will not be entitled to receive the Consent Fee.

## **Additional Amounts**

The aggregate Consent Fee shall be paid free and clear of and without deduction or withholding for or on account of any taxes, duties, assessments, fees or other governmental charges ("**Taxes**") imposed or levied by or on behalf of The Netherlands, any jurisdiction from or through which a payment is made, or any political jurisdiction or taxing authority therein or thereof in each of the preceding jurisdictions (each, a "**Taxing Jurisdiction**"), unless such withholding or deduction is required by law. In that event, SNS REAAL shall, pay such additional amounts as would have been received by the recipients of the Consent Fee if no such withholding or deduction had been made or been required to be made. The foregoing obligation to pay additional amounts will not apply to any Taxes that would not have been imposed but for the existence of any connection between the recipient of the Consent Fee and any Taxing Jurisdiction other than the mere receipt of such payment.

## Certain Procedures relating to the Proposal

### Summary

Pursuant to the terms of the Replacement Covenant relating to the Notes, the Termination of the Replacement Covenant can be implemented if a majority by principal amount of the Noteholders votes in favour of the Termination.

### *Response to Consent Instructions*

All Consent Instructions validly given in accordance with the conditions set out in this Explanatory Memorandum under "*Procedures for Giving Consent Instructions*" and not properly revoked in the limited circumstances in which a revocation is permitted described herein in accordance with the procedures set out under "*— Revocation Rights*" will be accepted by SNS REAAL as being valid voting directions.

Following the Expiration Time, SNS REAAL and the Tabulation Agent will calculate the number of votes cast in favour of and against the Termination. If a majority by principal amount of all Noteholders vote in favour of the Termination, pursuant to the terms of the Replacement Covenant, the Replacement Covenant will be terminated with immediate effect.

### *Consequences of Proposal being Approved*

If a majority by principal amount of the Noteholders vote in favour of the Termination and the Termination becomes effective, SNS REAAL shall promptly pay the Consent Fee to applicable Noteholders on the Consent Fee Payment Date.

### *Expiration of Period for Consent Instructions*

The process of obtaining Consent Instructions in relation to the Termination will formally expire at the Expiration Time. However, Noteholders should note the prescribed time-limits set out under "*- Procedures for Giving Consent Instructions*".

### *No Approval or Disapproval by the Issuer, the Solicitation Agent or the Tabulation Agent*

Neither SNS REAAL, the Solicitation Agent nor the Tabulation Agent expresses any view as to the merits of the Proposal and the Termination. Accordingly each of SNS REAAL and the Solicitation Agent recommends that Noteholders who are unsure of the effect of the Proposal and the Termination should seek their own financial, tax or legal advice.

Noteholders must make their own decision with regard to giving Consent Instructions in respect of the Termination.

### *No Brokerage Fees*

Noteholders will not be obliged to pay brokerage fees or commissions in connection with giving Consent Instructions.

### *Consent Fee*

If the Termination is approved, SNS REAAL will pay to the Clearing Systems, for payment to the relevant Noteholders, the Consent Fee. Such fee will be payable to each Noteholder

who has provided a Consent Instruction to vote in favour of the Termination by the Expiration Time (and has not revoked such Consent Instruction prior to the Expiration Time in the limited circumstances in which a revocation is permitted described herein) in connection with the Proposal, all as more particularly described in this Explanatory Memorandum.

## **Procedures for Giving Consent Instructions**

### *General*

All of the Notes are currently represented by a global note held by a common depository for Euroclear and Clearstream, Luxembourg.

### *Options for Noteholders*

In respect of the Consent Instructions, Noteholders must comply with the requirements of the relevant Clearing System and, to the extent applicable, must communicate their Consent Instructions through the relevant Clearing System. Such Consent Instructions must be received by the relevant Clearing System prior to the Expiration Time from accountholders in accordance with the usual procedures of the relevant Clearing System and the account in which such Notes are held will be blocked in accordance with the procedures of the relevant Clearing System in order that the relevant Clearing System may communicate such Consent Instructions and confirm such blocking of the Notes in such account to the Tabulation Agent prior to the Expiration Time. By sending a Consent Instruction to the Clearing Systems, the Noteholder has authorised the relevant Clearing System (to the extent permitted by applicable law) to disclose their identity to the Tabulation Agent, SNS REAAL and the Solicitation Agent. **Noteholders who are not direct accountholders in the relevant Clearing System must arrange directly or through their broker, dealer, commercial bank, trust company or other nominee to contact the accountholder in the relevant Clearing System through which they hold Notes to effect the procedures referred to above. Noteholders who own Notes that are held in the name of a broker, dealer, commercial bank, trust company or other nominee or custodian are urged to contact such entity promptly if they wish to give Consent Instructions.**

### *Interpretation Final*

SNS REAAL's interpretation of the terms and conditions of the Proposal shall be final and binding. All questions as to the form of documents, and the validity and eligibility (including time of receipt) of Consent Instructions and matters relating to the revocation or amendment of Consent Instructions will be determined by SNS REAAL. All Noteholders giving Consent Instructions will be deemed to have waived any right to receive notice of the acceptance of such Consent Instructions.

No alternative, conditional or contingent giving of Consent Instructions will be accepted. Any defects or irregularities in connection with giving of Consent Instructions must be cured prior to the Expiration Time. None of SNS REAAL, the Solicitation Agent, the Tabulation Agent or any other person will be under any duty to give notification of any defects or irregularities in such Consent Instructions nor will such entities incur any liability for failure to give such notification. Giving of such Consent Instructions will not be deemed to have been made until such defects or irregularities have been cured or waived.

### *Irrevocability*

The submission of a valid Consent Instruction in accordance with the procedures set out in this section "*Procedures for Giving Consent Instructions*" will be irrevocable (except in the limited circumstances described in "*Amendment and Termination - Revocation Rights*").

### *Response to Consent Instructions*

Subject to applicable law, SNS REAAL will accept all Consent Instructions validly given (and not properly revoked in the limited circumstances in which a revocation is permitted described herein).

### *Response to the Proposal*

A holder of Notes may respond to the Proposal by communicating Consent Instructions to vote in connection with the Termination.

However, a Noteholder will only be entitled to receive the Consent Fee if such Noteholder provides a Consent Instruction to vote in favour of the Termination prior to the Expiration Time and such Consent Instruction is not revoked in the limited circumstances in which a revocation is permitted described herein on or before the Expiration Time.

Consent Instructions indicating how the relevant Noteholder wishes to vote in connection with the Termination must be sent via the relevant Clearing System and in accordance with the usual operating procedures of such Clearing System. Consent Instructions must be received by the relevant Clearing System prior to the Expiration Time in accordance with the usual procedures of the relevant Clearing System.

By voting in favour of the Termination, a Noteholder acknowledges that it is accepting the Proposal and the resulting termination of the Replacement Covenant.

Each Noteholder understands that any Consent Instructions provided shall remain in full force and effect and may only be revoked under the circumstances described in this Explanatory Memorandum. See "*Revocation of Consent Instructions*".

**If the Termination is approved and becomes effective, each holder of Notes will be bound by such Termination, whether or not such Noteholder has given Consent Instructions in respect of such Termination or otherwise voted in respect of, or in favour of, such Termination.**

### *Contents of the Consent Instructions*

Consent Instructions must comply with and be transmitted in accordance with the usual procedures of the relevant Clearing System so as to be received by the relevant Clearing System prior to the Expiration Time.

Consent Instructions should clearly specify whether the Noteholder is voting in favour of, or against, the Termination.

Noteholders acknowledge that by communicating their Consent Instructions and blocking their Notes in the relevant Clearing System they will be deemed to consent to have the relevant

Clearing System provide details concerning their identity to the Tabulation Agent, SNS REAAL and the Solicitation Agent.

## **Amendment and Termination**

### *Amendment and Termination*

Notwithstanding any other provision of the Proposal, SNS REAAL may, at its option and in its sole discretion, at any time to and including the Expiration Time:

- (a) amend or modify the Proposal in any respect (including, but not limited to, any extension, re-opening, amendment or modification, as applicable, in relation to the Consent Fee, Expiration Time and/or Consent Fee Payment Date); and
- (b) terminate the Proposal, including with respect to Consent Instructions submitted before the time of such termination.

SNS REAAL also reserves the right at any time to waive any or all of the conditions of the Proposal as set out in this Explanatory Memorandum.

SNS REAAL will ensure that Noteholders are notified of any such extension, re-opening, amendment, modification, waiver or termination as soon as is reasonably practicable after the relevant decision is made by the issue of an Announcement.

### *Revocation Rights*

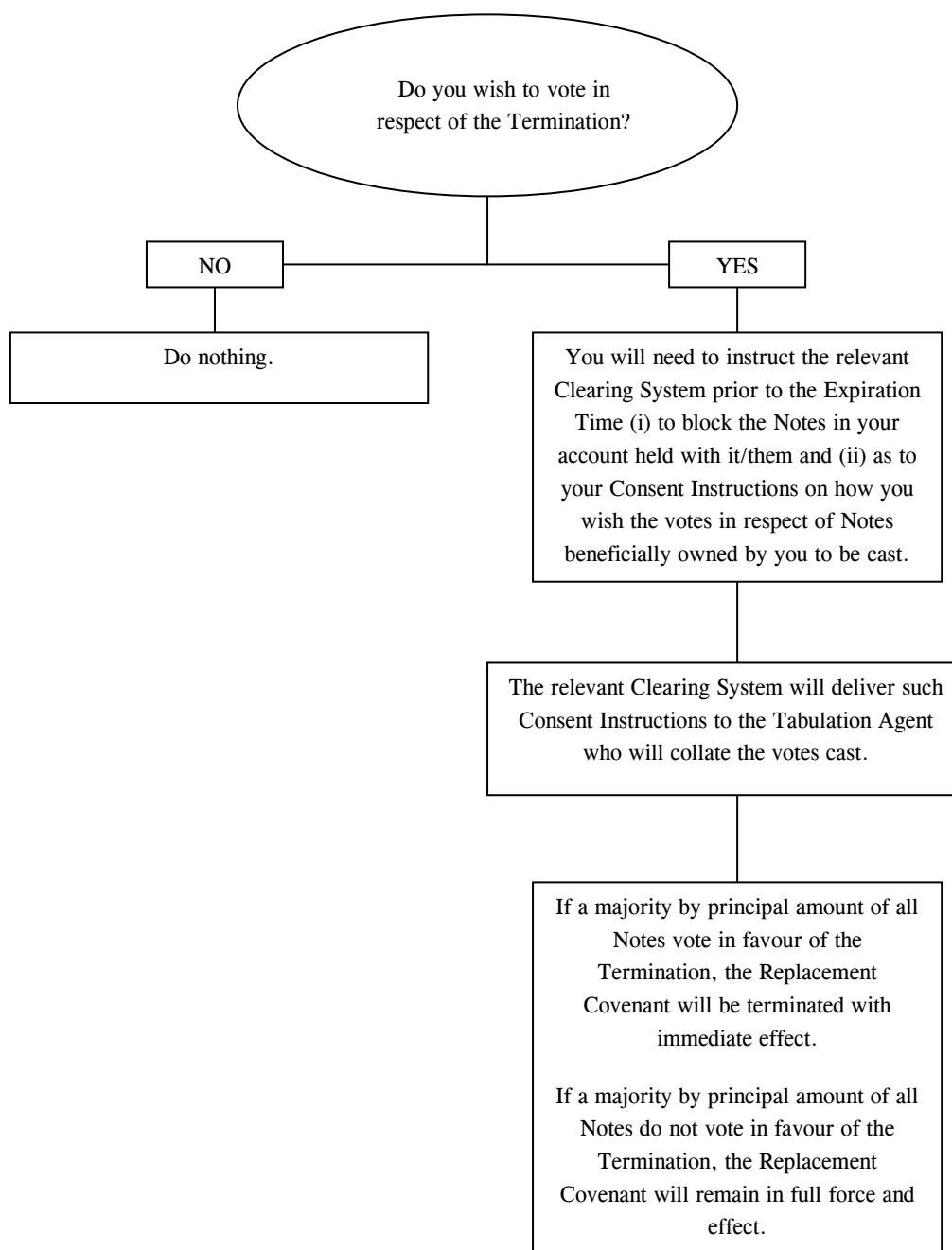
If SNS REAAL amends the Proposal in any way that, in the opinion of SNS REAAL (in consultation with the Solicitation Agent), is materially prejudicial to holders of Notes that have already submitted Consent Instructions before the announcement of such amendment, then such Consent Instructions may be withdrawn at any time from the date and time of such announcement until 4:00 p.m. (London time) on the second Business Day following such announcement (subject to the earlier deadlines required by the clearing systems and any intermediary through which holders hold their Notes).

To be effective, any notice of revocation must indicate the relevant Consent Instructions to be revoked and must be received via the relevant Clearing System prior to the Expiration Time in the same manner as the original Consent Instructions (in order that the Clearing Systems may have sufficient time to communicate such revocation to the Tabulation Agent prior to the Expiration Time). Noteholders holding their Notes through a Clearing System who are not direct accountholders in a Clearing System must arrange either directly or through their broker, dealer, commercial bank, trust company or other nominee to contact the accountholder in the relevant Clearing System through which they hold the Notes to deliver notice of such revocation to the relevant Clearing System prior to the Expiration Time. Such Noteholders should give such directions to their broker, dealer, commercial bank, trust company or other nominee sufficiently in advance to ensure receipt by the relevant Clearing System of any such notice of revocation prior to the Expiration Time. In the event of a revocation of Consent Instructions, the Tabulation Agent so far as practicable shall take such steps to rescind the blocking of the account in which the relevant Notes are held in accordance with the procedures of the relevant Clearing System.

None of SNS REAAL, the Solicitation Agent or any other person will be under any duty to give notification of any defects or irregularities with respect to any revocations of Consent Instructions nor shall any of them incur any liability for failure to give such notification.

## Summary of actions to be taken by Noteholders

The following flow-diagram is a summary only of, and is qualified in its entirety by, the detailed provisions set out in the Replacement Covenant and "*Certain Procedures Relating to the Proposal*", to which Noteholders are referred.



**Noteholders who are not direct accountholders in the relevant Clearing System should refer to the provisions set out under "*Certain Procedures Relating to the Proposal – Procedures for Giving Consent Instructions*" on page 11 of this Explanatory Memorandum.**



**ISSUER**

**SNS REAAL N.V.**

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3521 BJ Utrecht  
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