

<b>AVVISO n.2552</b>	<b>16 Febbraio 2007</b>	<b>SeDeX – INV. CERTIFICATES</b>
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Mittente del comunicato : Borsa Italiana  
Societa' oggetto : ABN AMRO BANK  
dell'Avviso  
Oggetto : Inizio negoziazione Investment Certificates –  
classe B "ABN Amro"

***Testo del comunicato***

Si veda allegato.

***Disposizioni della Borsa***

Strumenti finanziari:                   a) “Step Up Certificates a protezione crescente con Bonus su S&P/MIB Index”  
b) “Step Up Certificates a protezione crescente con Bonus su DJ EuroSTOXX 50 Index”

Emittente:                                ABN AMRO Bank N.V.

Rating Emittente:	Società di Rating	Long Term	Data Report
	Moody's	Aa3	01/08/2006
	Standard & Poor's	AA-	01/09/2006
	Fitch	AA-	17/05/2006

Oggetto:                                 **INIZIO NEGOZIAZIONI IN BORSA**

Data di inizio negoziazioni:       **20 febbraio 2007**

Mercato di quotazione:            Borsa - Comparto SEDEX “*segmento investment certificates – classe B*”

Orari e modalità di negoziazione:   Negoziazione continua e l'orario stabilito dall'art. IA.5.1.6 delle Istruzioni

Operatore incaricato ad  
assolvere l'impegno di quotazione:   Capitalia S.p.A.  
Codice specialist: 2100

Modalità di liquidazione  
dei contratti:                        liquidazione a contante garantita il terzo giorno di borsa aperta successivo a quello di conclusione dei contratti.

#### **CARATTERISTICHE SALIENTI DEI TITOLI OGGETTO DI QUOTAZIONE**

- a) “Step Up Certificates a protezione crescente con Bonus su S&P/MIB Index”  
b) “Step Up Certificates a protezione crescente con Bonus su DJ EuroSTOXX 50 Index”

Quantitativo minimo di negoziazione di ciascuna serie:	vedasi scheda riepilogativa delle caratteristiche dei certificates (colonna “Lotto Neg.”)
Controvalore minimo dei blocchi:	150.000 Euro
Impegno giornaliero ad esporre prezzi denaro e lettera per ciascuna serie:	vedasi scheda riepilogativa delle caratteristiche dei certificates (colonna “N.Lotti M.M.”)
Tipo di liquidazione:	monetaria
Modalità di esercizio:	europeo

### **DISPOSIZIONI DELLA BORSA ITALIANA**

Dal giorno 20 febbraio 2007 gli “Step Up Certificates a protezione crescente con Bonus su S&P/MIB Index” e gli “Step Up Certificates a protezione crescente con Bonus su DJ EuroSTOXX 50 Index” verranno inseriti nel Listino Ufficiale, sezione Securitised Derivatives.

Allegati:

- Scheda riepilogativa delle caratteristiche dei certificates;
- Final Terms e Conditions dei certificates;
- Traduzione della Nota di Sintesi.

<i>Serie</i>	<i>Isin</i>	<i>Sigla</i>	<i>SIA</i>	<i>Descrizione</i>	<i>Sottostante</i>	<i>Strike</i>	<i>Scadenza</i>	<i>Valore Nom.</i>	<i>Amm.</i>	<i>Lotto. Neg.</i>	<i>N. Lott MM</i>	<i>Barriera</i>	<i>Trigger Price</i>	<i>Initial Ref. Price</i>
1	NL0000719979	N71997	423879	ABN SPMIBSB32650NV10	S&P/MIB	32650	08/11/2010	100	60000	1	50	26528	38772	40813
2	NL0000718625	N71862	423880	ABNDJESB3189,78 NV11	DOW JONES EURO STOXX 50	3189,78	23/11/2011	100	20000	1	50	2591,7	3987,23	3987,23

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## **FINAL TERMS**

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**DATED 23 OCTOBER 2006**



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**60,000 “STEP UP CERTIFICATES A PROTEZIONE CRESCENTE CON BONUS” SU S&P/MIB  
INDEX<sup>®</sup>**

**ISSUE PRICE: EUR 100**

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These Final Terms, the Certificates Base Prospectus, as supplemented from time to time and any additional information with regard to “Step up Certificates a Protezione Crescente con Bonus” su S&P/MIB Index<sup>®</sup> shall be published on the Issuer’s website: [www.abnamromarkets.it](http://www.abnamromarkets.it)

## **FINAL TERMS**

*Terms used herein shall be deemed to be defined as such for the purposes of the General Conditions and the Product Conditions applicable to each Series of Certificates described herein (the “relevant Product Conditions”) as set forth in the Base Prospectus relating to Certificates dated 1 July 2006 (the “Base Prospectus”) as supplemented from time to time which constitutes a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the “Prospectus Directive”). This document constitutes the Final Terms of each Series of the Certificates described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus as so supplemented. Full information on the Issuer and each Series of the Certificates described herein is only available on the basis of the combination of these Final Terms and the Base Prospectus as so supplemented. The Base Prospectus as so supplemented is available for viewing at the registered office of the Issuer at Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands and copies may be obtained from the Issuer at that address.*

*These Final Terms relate to the Securities and must be read in conjunction with, and are subject to, the General Conditions and the relevant Product Conditions contained in the Base Prospectus as so supplemented. These Final Terms, the relevant Product Conditions and the General Conditions together constitute the Conditions of each Series of the Certificates described herein and will be attached to the Global Security representing each such Series of the Certificates. In the event of any inconsistency between these Final Terms and the General Conditions or the relevant Product Conditions, these Final Terms will govern.*

*The Netherlands Authority for the Financial Markets has provided the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Financial Market Authority (FMA), Commission Bancaire, Financiere et des Assurances (CBFA), Comisión Nacional del Mercado de Valores (CNMV), Comissão do Mercado de Valores Mobiliários (CMVM), Autorité des Marchés Financiers (AMF), Irish Financial Services Regulatory Authority (IFSRA), Commissione Nazionale per le Società e la Borsa (CONSOB), Commission de Surveillance du Secteur Financier (CSSF), Financial Services Authority (FSA), the Finnish Supervision Authority, the Danish Financial Services Authority (Finanstilsynet) and the Swedish Financial Supervisory Authority with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.*

*So far as the Issuer is aware, no person (other than the Issuer in its separate capacities as Issuer and Calculation Agent, see “Risk Factors – Actions taken by the Calculation Agent may affect the Underlying” in the Base Prospectus) involved in the issue of the Certificates has an interest material to the offer.*

Issuer:	ABN AMRO Bank N.V., acting through its principal office at Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands or its London branch at 250 Bishopsgate, London EC2M 4AA
Clearing Agents:	Euroclear Bank S.A./N.V. as operator of the Euroclear system Clearstream Banking, société anonyme Monte Titoli S.p.A, Milan
Launch Date:	24 October 2006
Issue Date:	15 November 2006
Listing:	Milan Stock Exchange (SeDeX) or the Regulated Market of the Luxembourg Stock Exchange
Listing Date:	15 November 2006 or as soon as practicable thereafter
Pricing Date:	15 November 2006
Admission to trading:	Application will be made for the Securities to be admitted to trading on the Milan Stock Exchange (SeDeX) or failing such application, on the Regulated Market of the Luxembourg Stock Exchange, with effect from the Listing Date
Announcements to Holders:	Delivered to Borsa Italiana S.p.A for delivery to the market in the event of SeDeX listing, otherwise to Clearing Agents
Principal Agent:	ABN AMRO Bank N.V., 250 Bishopsgate, London EC2M 4AA
Registrar:	None
Agent(s) and Transfer Agent(s):	BNP Paribas, Milan
Calculation Agent:	ABN AMRO Bank N.V., 250 Bishopsgate, London EC2M 4AA
Indication of yield:	Not Applicable

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## **INDEX EXPRESS CERTIFICATES**

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Series: *“Step Up Certificates a Protezione Crescente con Bonus” su S&P/MIB Index<sup>®</sup>*

Issue Price: EUR 100

Additional Market Disruption Events: None

Basket: Not Applicable

Business Day: As stated in Product Condition 1

Cash Amount: (i) If the Final Reference Price of the Index on the Valuation Date is equal to or higher than 80% of the Initial Reference Price:

$$(100\% + 24\%) \times \text{EUR } 100;$$

(ii) If the Final Reference Price of the Index on the Valuation Date is lower than 80% of the Initial Reference Price and the Reference Price has never been equal to or lower than the Barrier on any day from (and including) the Issue Date to (and including) the Valuation Date:

$$(100\% + 18\%) \times \text{EUR } 100;$$

(iii) If the Final Reference Price of the Index on the Valuation Date is lower than 80% of the Initial Reference Price and the Reference Price has been equal to or lower than the Barrier on any day from (and including) the Issue Date to (and including) the Valuation Date:

$$F/I \times \text{EUR } 100$$

Where:

“**F**” means the Final Reference Price of the Index on the Valuation Date;

“**I**” means the Initial Reference Price;

“**Barrier**” means 65% x Initial Reference Price; and

“**Reference Price**” means the level of the Index at the Valuation Time on a Trading Day, as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such level can be determined and no Market Disruption Event has occurred and is continuing) a level determined by the Calculation Agent as its good faith estimate of the level of the Index on such date having regard to the then prevailing market conditions, the last reported trading price of the Shares on the Exchange and such other factors as the Calculation Agent determines relevant, subject to adjustment in accordance with Product Condition 4. If there has been a Market Disruption Event on such Trading Day the level will be calculated as if such Trading Day was an Early Termination Date.

Certificate: Not Applicable

Early Termination Amount:

(i) In respect of the First Early Termination Date:

$$(100\% + 6\%) \times \text{EUR } 100;$$

(ii) In respect of the Second Early Termination Date:

$$(100\% + 12\%) \times \text{EUR } 100;$$

(iii) In respect of the Third Early Termination Date:

$$(100\% + 18\%) \times \text{EUR } 100$$



Early Termination Date:	8 November 2007 (the “ <b>First Early Termination Date</b> ”); 8 November 2008 (the “ <b>Second Early Termination Date</b> ”); 8 November 2009 (the “ <b>Third Early Termination Date</b> ”)
Early Termination Event:	Occurs if the Final Reference Price on an Early Termination Date is equal to or higher than the relevant Trigger Price where: “ <b>Trigger Price</b> ” means: (i) In respect of the First Early Termination Date: 95% x Initial Reference Price; (ii) In respect of the Second Early Termination Date: 90% x Initial Reference Price; and (iii) In respect of the Third Early Termination Date: 85% x Initial Reference Price
Exercise Date:	8 November 2010
Final Reference Price:	The level of the Index at the Valuation Time on the Early Termination Date or the Valuation Date, as the case may be
Index:	S&P/MIB Index <sup>®</sup> (Bloomberg Code: SPMIB <INDEX>)
Initial Reference Price:	The level of the Index at the Valuation Time on the Pricing Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such level can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent as its good faith estimate of the level of the Index on such date having regard to the then prevailing market conditions, the last reported trading price of the Shares and such other factors as the Calculation Agent determines relevant, subject to adjustment in accordance with Product Condition 4
Pricing Date(s):	15 November 2006
Relevant Number of Trading Days:	For the purposes of: Early Termination Date: 5 Valuation Date: 5
Settlement Currency:	EUR
Settlement Date:	The fifth Business Day following (i) the Early Termination Date if an Early Termination Event has occurred and (ii) the Valuation Date
Underlying Currency:	Not Applicable
Valuation Date(s):	The Exercise Date
Valuation Time:	The time with reference to which the Index Sponsor calculates the level of the relevant Index (i) for the purposes of the calculation of Final Reference Price in relation to the Valuation Date on the basis of the “opening-auction price” of each Share that comprises the Index on the Exchange and (ii) for the purposes of the calculation of (a) Final Reference Price in relation to an Early Termination Date, (b) Initial Reference Price and (c) Reference Price, on the basis of the “closing-auction price” of each Share that comprises the Index on the Exchange

Amendments to  
General Conditions  
and/or Product  
Conditions:

The following provisions apply ONLY in the event of listing on SeDeX

1. General Condition 3 is amended by deleting the following words in the second sentence: "less the cost to the Issuer of unwinding any related hedging arrangements";
2. General Condition 5(b) is amended by deleting the following words in the second sentence: "or it has otherwise become undesirable, for any reason," and by deleting the following words in the final sentence "may" and "but are not limited to,";
3. General Condition 5(b)(i) is deleted and replaced with the words: "Intentionally left blank";
4. General Condition 5(b)(iii) is deleted and replaced with the words: "Intentionally left blank";
5. General Condition 5(b)(iv) is deleted and replaced with the words: "Intentionally left blank";
6. General Condition 5(c)(i) is amended by deleting the following words in the second sentence: "less the cost to the Issuer of unwinding any related hedging arrangements"; and
7. General Condition 7(b) is deleted in its entirety and replaced with the following:  

"Modifications: The Issuer may, without the consent of the Holders or any of them, modify any provision of the Conditions which is: (i) of a formal, minor or technical nature; or (ii) made to correct a manifest error in its absolute discretion, provided any such modification is not materially prejudicial to the interests of the Holders. Notice of any such modification will be given to the Holders in accordance with General Condition 4 but failure to give, non-receipt of; such notice will not affect the validity of any such modification."
8. Product Conditions - Relating to Index Express Certificates are amended by deleting the definition of "Trading Day" from Product Condition 1 in its entirety and replacing it with the following:  

"**"Trading Day"** means, in relation to an Index, any day on which the Index Sponsor should calculate and publish the relevant level of the Index according to its rules";
9. Product Conditions - Relating to Index Express Certificates are amended by deleting Product Condition 3(c) in its entirety and replacing it with the following:  

"Cash Settlement. Upon exercise, in respect of each Security, a Holder shall receive, from the Issuer, the Cash Amount on the Settlement Date. Upon an Early Termination Event, in respect of each Security, a Holder shall receive, from the Issuer, on the Settlement Date the Early Termination Amount.";
10. Product Conditions - Relating to Index Express Certificates, Product Condition 3(f) is deleted and replaced with the words: "Intentionally left blank";
11. Product Conditions - Relating to Index Express Certificates, Product Condition 3(g) is deleted and replaced with the words: "Intentionally left blank";
12. Product Conditions - Relating to Index Express Certificates, Product Condition 3(h) is amended by deleting the following words: "for each Security with respect to which a Notice has been delivered to the account

specified in the relevant Exercise Notice”;

13. Product Conditions - Relating to Index Express Certificates, Product Condition 3(i) is deleted and replaced with the words: “Intentionally left blank”;
14. Product Conditions - Relating to Index Express Certificates, Product Condition 3(j) is deleted and replaced with the words: “Intentionally left blank”; and
15. Product Conditions - Relating to Index Express Certificates, Product Condition 4(a)(i) is amended in relation to the calculation of the Final Reference Price for the purposes of Valuation Date only by deleting the following words in the last sentence “that ends at the official close” and replacing with the words “starting from the official opening”;

**“Renunciation of payment of the Cash Amount”:**

The Holder has the right to renounce receipt of the Cash Amount from the Issuer. The declaration of renunciation to renounce receipt of the Cash Amount (the “Dichiarazione di Rinuncia”), executed according to the attached Annex to the Final Terms and containing all the key characteristics of the “Step Up Certificates a Protezione Crescente con Bonus” su S&P/MIB Index® (to specify the relevant Series of certificates), must be sent by fax by 10:00 a.m. Milan time on the Valuation Date.

ISIN: NL0000719979

Common Code: 27252613

Fondscore: Not Applicable

WKN: Not Applicable

Other Securities Code: Not Applicable

**INFORMATION ON THE UNDERLYING**

Page where information about the past and future performance of the Underlying and its volatility can be obtained: SPMIB<INDEX>  
Website: [www2.standardandpoors.com](http://www2.standardandpoors.com)

**Index Disclaimer:**

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S&P DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE S&P INDICES OR ANY DATA INCLUDED THEREIN AND S&P SHALL HAVE NO LIABILITY FOR ERRORS, OMISSIONS OR INTERRUPTIONS THEREIN. S&P MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE RESULTS TO BE OBTAINED BY LICENSEE, OWNERS OF THE PRODUCTS, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P INDICES OR ANY DATA INCLUDED THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE S&P INDICES OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL S&P HAS ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

### **ADDITIONAL INFORMATION applicable in the event of listing on SeDeX ONLY**

This paragraph contains information in relation to the tax regime concerning the purchase, possession, cession and exercise of the Securities. The following information is based on the Italian tax regime in force at the date of these Final Terms, save that the said tax regime remains subject to possible changes that could have retroactive effect. Therefore, the following information is not intended to be a complete analysis of all the tax consequences of the purchase, possession, cession and exercise of the Securities. Investors are recommended to consult their independent advisers with respect to the tax implications concerning the purchase, possession, cession and exercise of the Securities.

In accordance with the Italian tax regime currently in force, the proceeds deriving from the sale and exercise of the Securities, gained by investors who are physical persons residents in Italy, when not in the context of a business activity have to be taken into account for tax purposes (a fini impositivi). In particular, pursuant to the legislative decree (21 November 1997 n. 461), that integrates the category of different income (redditi diversi) (as set out in art. 67 of D.P.R. 22 Decembers 1986, n. 917 (TUIR), as amended by the D.Lgs. 12 Decembers 2003, n. 344), the proceeds deriving from the cession and exercise of the Securities and received by physical persons resident in Italy, when not in the context of a business activity, are subject to a substitutive tax (un'imposta sostitutiva) of the income taxes (imposte sui redditi) applied at a rate of 12.50% and withheld from the tax substitute (sostituto di imposta).

To conclude, it is highlighted that, with respect to the fiscal treatment of the income (redditi) deriving from the Securities, income that is not subject of a specific official ruling of the Financial management (Amministrazione finanziaria), could be the subject of implementation of future guidelines or official positions of the Financial management or of new legislative provisions that would allow the application to such income of a more disadvantageous tax regime for the investor compared with the one mentioned above.

Particular provisions are applied to Securities held in a portfolio through a qualified intermediary to which the regime of either the so called "risparmio amministrato" (advisory accounts) or the so called "risparmio gestito" (discretionary accounts) is applied.

### **RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Final Terms.

## **Annex**

### **Modulo - Dichiarazione di rinuncia all'esercizio**

*(Facsimile)*

**"STEP UP CERTIFICATES A PROTEZIONE CRESCENTE CON BONUS" SU S&P/MIB INDEX®**

*I termini in lettere maiuscole avranno il significato a loro attribuito nelle General Conditions e nelle Product Conditions relative ai certificates in oggetto*

*La presente dichiarazione deve essere compilata a cura del portatore dei certificates in oggetto.*

A *[Intermediario presso cui il portatore detiene il proprio conto]*

Nome e Ragione/denominazione sociale dell'Intermediario

\_\_\_\_\_  
*[Att: Nome del responsabile dell'ufficio titoli]*

\_\_\_\_\_  
*[numero di fax – ufficio titoli]*

A BNP Paribas, Filiale di Milano

Corporate Actions

Tel: (+39) 02 7247 4625

Fax: (+39) 02 7247 4260

Copia a:

ABN AMRO Bank N.V.

Att.ne di Mark Tyson/Ian Pemberton

Tel.: +44 (0) 207 678 1543

Fax: + 44 (0) 207 678 1051

**"STEP UP CERTIFICATES A PROTEZIONE CRESCENTE CON BONUS" SU S&P/MIB INDEX®**

**(di seguito, Certificates)**

Il sottoscritto portatore (di seguito, il "Portatore") con la presente dichiara:

- A. di rinunciare in modo irrevocabile all'esercizio dei Certificates con le caratteristiche di seguito descritte;

- B. di essere consapevole che la presente Dichiarazione di Rinuncia non sarà ritenuta valida laddove non vengano rispettate le condizioni delle General Conditions e delle pertinenti Product Conditions, in particolare laddove la presente Dichiarazione di Rinuncia non pervenga nei termini indicati alla voce "Amendments to General Conditions and/or Product Conditions" dei Final Terms relativi ai Certificates. Inoltre, la presente Dichiarazione di Rinuncia non è da considerarsi valida nel caso in cui non siano identificati correttamente i Certificates, di cui il Portatore intende rinunciare all'esercizio.

(Il Portatore dei Certificates)

\_\_\_\_\_

(Cognome e nome o ragione/denominazione sociale)

\_\_\_\_\_

(Via e numero civico)

\_\_\_\_\_

(Comune, provincia)

\_\_\_\_\_

(Telefono)

Serie dei Certificates

\_\_\_\_\_

Codice ISIN dei Certificates

\_\_\_\_\_

Numero dei Certificates, di cui si rinuncia all'esercizio.

\_\_\_\_\_

Il Portatore dei Certificates accetta che la presente dichiarazione venga presentata ad enti ed altri uffici pubblici (anche fuori dalla Repubblica Italiana).

\_\_\_\_\_

Luogo e data

\_\_\_\_\_

Sottoscrizione (sottoscrizioni) del Portatore dei Certificates

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## **FINAL TERMS**

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**DATED 25 OCTOBER 2006**



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**20,000 STEP UP CERTIFICATES A PROTEZIONE CRESCENTE CON BONUS SU DOW JONES EURO  
STOXX 50<sup>®</sup> INDEX**

**ISSUE PRICE: EUR 100**

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These Final Terms, the Certificates Base Prospectus, as supplemented from time to time and any additional information with regard to Step up Certificates a Protezione Crescente con Bonus su Dow Jones Euro STOXX 50<sup>®</sup> Index shall be published on the Issuer's website: [www.abnamromarkets.it](http://www.abnamromarkets.it)

## **FINAL TERMS**

*Terms used herein shall be deemed to be defined as such for the purposes of the General Conditions and the Product Conditions applicable to each Series of Certificates described herein (the “relevant Product Conditions”) as set forth in the Base Prospectus relating to Certificates dated 1 July 2006 (the “Base Prospectus”) as supplemented from time to time which constitutes a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the “Prospectus Directive”). This document constitutes the Final Terms of each Series of the Certificates described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus as so supplemented. Full information on the Issuer and each Series of the Certificates described herein is only available on the basis of the combination of these Final Terms and the Base Prospectus as so supplemented. The Base Prospectus as so supplemented is available for viewing at the registered office of the Issuer at Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands and copies may be obtained from the Issuer at that address.*

*These Final Terms relate to the Securities and must be read in conjunction with, and are subject to, the General Conditions and the relevant Product Conditions contained in the Base Prospectus as so supplemented. These Final Terms, the relevant Product Conditions and the General Conditions together constitute the Conditions of each Series of the Certificates described herein and will be attached to the Global Security representing each such Series of the Certificates. In the event of any inconsistency between these Final Terms and the General Conditions or the relevant Product Conditions, these Final Terms will govern.*

*The Netherlands Authority for the Financial Markets has provided the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Financial Market Authority (FMA), Commission Bancaire, Financiere et des Assurances (CBFA), Comisión Nacional del Mercado de Valores (CNMV), Comissão do Mercado de Valores Mobiliários (CMVM), Autorité des Marchés Financiers (AMF), Irish Financial Services Regulatory Authority (IFSRA), Commissione Nazionale per le Società e la Borsa (CONSOB), Commission de Surveillance du Secteur Financier (CSSF), Financial Services Authority (FSA), the Finnish Supervision Authority, the Danish Financial Services Authority (Finanstilsynet) and the Swedish Financial Supervisory Authority with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.*

*So far as the Issuer is aware, no person (other than the Issuer in its separate capacities as Issuer and Calculation Agent, see “Risk Factors – Actions taken by the Calculation Agent may affect the Underlying” in the Base Prospectus) involved in the issue of the Certificates has an interest material to the offer.*



Issuer:	ABN AMRO Bank N.V., acting through its principal office at Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands or its London branch at 250 Bishopsgate, London EC2M 4AA
Clearing Agents:	Euroclear Bank S.A./N.V. as operator of the Euroclear system Clearstream Banking, société anonyme Monte Titoli S.p.A, Milan
Launch Date:	26 October 2006
Issue Date:	30 November 2006
Listing:	Milan Stock Exchange (SeDeX) or the Regulated Market of the Luxembourg Stock Exchange
Listing Date:	30 November 2006 or as soon as practicable thereafter
Pricing Date:	30 November 2006
Admission to trading:	Application will be made for the Securities to be admitted to trading on the Milan Stock Exchange (SeDeX) or failing such application, on the Regulated Market of the Luxembourg Stock Exchange, with effect from the Listing Date
Announcements to Holders:	Delivered to Borsa Italiana S.p.A for delivery to the market in the event of SeDeX listing, otherwise to Clearing Agents
Principal Agent:	ABN AMRO Bank N.V., 250 Bishopsgate, London EC2M 4AA
Registrar:	None
Agent(s) and Transfer Agent(s):	BNP Paribas, Milan
Calculation Agent:	ABN AMRO Bank N.V., 250 Bishopsgate, London EC2M 4AA
Indication of yield:	Not Applicable

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## **INDEX EXPRESS CERTIFICATES**

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Series: *Step Up Certificates a Protezione Crescente con Bonus su Dow Jones Euro STOXX 50<sup>®</sup> Index*

Issue Price: EUR 100

Additional Market Disruption Events: None

Basket: Not Applicable

Business Day: As stated in Product Condition 1

Cash Amount: (i) If the Final Reference Price of the Index on the Valuation Date is equal to or higher than 80% of the Initial Reference Price:

$$125\% \times \text{EUR } 100;$$

(ii) If the Final Reference Price of the Index on the Valuation Date is lower than 80% of the Initial Reference Price and the Reference Price has never been equal to or lower than the Barrier on any day from (and including) the Issue Date to (and including) the Valuation Date:

$$(100\% + 20\%) \times \text{EUR } 100;$$

(iii) If the Final Reference Price of the Index on the Valuation Date is lower than 80% of the Initial Reference Price and the Reference Price has been equal to or lower than the Barrier on any day from (and including) the Issue Date to (and including) the Valuation Date:

$$F/I \times \text{EUR } 100$$

Where:

“**F**” means the Final Reference Price of the Index on the Valuation Date;

“**I**” means the Initial Reference Price;

“**Barrier**” means 65% x Initial Reference Price; and

“**Reference Price**” means the level of the Index at the Valuation Time on a Trading Day, as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such level can be determined and no Market Disruption Event has occurred and is continuing) a level determined by the Calculation Agent as its good faith estimate of the level of the Index on such date having regard to the then prevailing market conditions, the last reported trading price of the Shares on the Exchange and such other factors as the Calculation Agent determines relevant, subject to adjustment in accordance with Product Condition 4. If there has been a Market Disruption Event on such Trading Day the level will be calculated as if such Trading Day was a Valuation Date

Certificate: Not Applicable

Early Termination Amount: (i) In respect of the First Early Termination Date:

$$(100\% + 5\%) \times \text{EUR } 100;$$

(ii) In respect of the Second Early Termination Date:

$$(100\% + 10\%) \times \text{EUR } 100;$$

(iii) In respect of the Third Early Termination Date:

	(100% + 15%) x EUR 100;
	(iv) In respect of the Fourth Early Termination Date:
	(100% + 20%) x EUR 100
Early Termination Date:	23 November 2007 (the “ <b>First Early Termination Date</b> ”); 23 November 2008 (the “ <b>Second Early Termination Date</b> ”); 23 November 2009 (the “ <b>Third Early Termination Date</b> ”); 23 November 2010 (the “ <b>Fourth Early Termination Date</b> ”)
Early Termination Event:	Occurs if the Final Reference Price on an Early Termination Date is equal to or higher than the relevant Trigger Price where: “ <b>Trigger Price</b> ” means:
	(i) In respect of the First Early Termination Date: 100% x Initial Reference Price;
	(ii) In respect of the Second Early Termination Date: 95% x Initial Reference Price;
	(iii) In respect of the Third Early Termination Date: 90% x Initial Reference Price; and
	(iv) In respect of the Fourth Early Termination Date: 85% x Initial Reference Price
Exercise Date:	23 November 2011
Final Reference Price:	The level of the Index at the Valuation Time on the Early Termination Date or the Valuation Date, as the case may be
Index:	Dow Jones Euro STOXX 50 <sup>®</sup> Index (Bloomberg Code: SX5E <INDEX>)
Initial Reference Price:	The level of the Index at the Valuation Time on the Pricing Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such level can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent as its good faith estimate of the level of the Index on such date having regard to the then prevailing market conditions, the last reported trading price of the Shares and such other factors as the Calculation Agent determines relevant, subject to adjustment in accordance with Product Condition 4
Pricing Date(s):	30 November 2006
Relevant Number of Trading Days:	For the purposes of: Early Termination Date: 5 Valuation Date: 5
Settlement Currency:	EUR
Settlement Date:	The fifth Business Day following (i) the Early Termination Date if an Early Termination Event has occurred and (ii) the Valuation Date
Underlying Currency:	Not Applicable
Valuation Date(s):	The Exercise Date
Valuation Time:	The time with reference to which the Index Sponsor calculates the closing level of the relevant Index

Amendments to  
General Conditions  
and/or Product  
Conditions:

The following provisions apply ONLY in the event of listing on SeDeX

1. General Condition 3 is amended by deleting the following words in the second sentence: “less the cost to the Issuer of unwinding any related hedging arrangements”;
2. General Condition 5(b) is amended by deleting the following words in the second sentence: “or it has otherwise become undesirable, for any reason,” and by deleting the following words in the final sentence “may” and “but are not limited to,”;
3. General Condition 5(b)(i) is deleted and replaced with the words: “Intentionally left blank”;
4. General Condition 5(b)(iii) is deleted and replaced with the words: “Intentionally left blank”;
5. General Condition 5(b)(iv) is deleted and replaced with the words: “Intentionally left blank”;
6. General Condition 5(c)(i) is amended by deleting the following words in the second sentence: “less the cost to the Issuer of unwinding any related hedging arrangements”; and
7. General Condition 7(b) is deleted in its entirety and replaced with the following:

“Modifications: The Issuer may, without the consent of the Holders or any of them, modify any provision of the Conditions which is: (i) of a formal, minor or technical nature; or (ii) made to correct a manifest error in its absolute discretion, provided any such modification is not materially prejudicial to the interests of the Holders. Notice of any such modification will be given to the Holders in accordance with General Condition 4 but failure to give, non-receipt of; such notice will not affect the validity of any such modification.”
8. Product Conditions - Relating to Index Express Certificates are amended by deleting Product Condition 3(c) in its entirety and replacing it with the following:

“Cash Settlement. Upon exercise, in respect of each Security, a Holder shall receive, from the Issuer, the Cash Amount on the Settlement Date. Upon an Early Termination Event, in respect of each Security, a Holder shall receive, from the Issuer, on the Settlement Date the Early Termination Amount.”;
9. Product Conditions - Relating to Index Express Certificates, Product Condition 3(f) is deleted and replaced with the words: “Intentionally left blank”;
10. Product Conditions - Relating to Index Express Certificates, Product Condition 3(g) is deleted and replaced with the words: “Intentionally left blank”;
11. Product Conditions - Relating to Index Express Certificates, Product Condition 3(h) is amended by deleting the following words: “for each Security with respect to which a Notice has been delivered to the account specified in the relevant Exercise Notice”;
12. Product Conditions - Relating to Index Express Certificates, Product Condition 3(i) is deleted and replaced with the words: “Intentionally left blank”;
13. Product Conditions - Relating to Index Express Certificates, Product

Condition 3(j) is deleted and replaced with the words: “Intentionally left blank”; and

**“Renunciation of payment of the Cash Amount”:**

The Holder has the right to renounce receipt of the Cash Amount from the Issuer. The declaration of renunciation to renounce receipt of the Cash Amount (the “Dichiarazione di Rinuncia”), executed according to the attached Annex to the Final Terms and containing all the key characteristics of the Step Up Certificates a Protezione Crescente con Bonus su Dow Jones Euro STOXX 50<sup>®</sup> Index (to specify the relevant Series of certificates), must be sent by fax by 10:00 a.m. Milan time on the Business Day succeeding the Valuation Date.

ISIN: NL0000718625  
Common Code: 27187609  
Fondscod: Not Applicable  
WKN: Not Applicable  
Other Securities Code: Not Applicable

**INFORMATION ON THE UNDERLYING**

Page where information about the past and future performance of the Underlying and its volatility can be obtained: SX5E<INDEX>

Website: [www.stoxx.com](http://www.stoxx.com) and [www.euronext.com](http://www.euronext.com)  
To reach the information from [www.euronext.com](http://www.euronext.com) insert the word ‘STOXX’ in the search space located at the top left of the page, press enter and a new page will appear, then click on the EURO STOXX 50 EX tab

Index Disclaimer:

STOXX and Dow Jones have no relationship to the ABN AMRO, other than the licensing of the Dow Jones Euro STOXX 50<sup>®</sup> Index and the related trademarks for use in connection with the Step Up Certificates a Protezione Crescente con Bonus su Dow Jones Euro STOXX 50<sup>®</sup> Index.

**STOXX and Dow Jones do not:**

- Sponsor, endorse, sell or promote the Step Up Certificates a Protezione Crescente con Bonus su Dow Jones Euro STOXX 50<sup>®</sup> Index.
- Recommend that any person invest in the Step Up Certificates a Protezione Crescente con Bonus su Dow Jones Euro STOXX 50<sup>®</sup> Index or any other securities.
- Have any responsibility or liability for or make any decisions about the timing, amount or pricing of Step Up Certificates a Protezione Crescente con Bonus su Dow Jones Euro STOXX 50<sup>®</sup> Index.
- Have any responsibility or liability for the administration, management or marketing of the Step Up Certificates a Protezione Crescente con Bonus su Dow Jones Euro STOXX 50<sup>®</sup> Index.
- Consider the needs of the Step Up Certificates a Protezione Crescente con Bonus su Dow Jones Euro STOXX 50<sup>®</sup> Index or the owners of the Step Up Certificates a Protezione Crescente con Bonus su Dow Jones Euro STOXX 50<sup>®</sup> Index in determining, composing or calculating the Dow Jones Euro STOXX 50<sup>®</sup> Index or have any obligation to do so.

**STOXX and Dow Jones will not have any liability in connection with Step Up Certificates a Protezione Crescente con Bonus su Dow Jones Euro STOXX 50® Index. Specifically,**

**STOXX and Dow Jones do not make any warranty, express or implied and disclaim any and all warranty about:**

- **The results to be obtained by the Step Up Certificates a Protezione Crescente con Bonus su Dow Jones Euro STOXX 50® Index, the owner of the Step Up Certificates a Protezione Crescente con Bonus su Dow Jones Euro STOXX 50® Index or any other person in connection with the use of the Dow Jones Euro STOXX 50® Index and the data included in the Dow Jones Euro STOXX 50® Index;**
- **The accuracy or completeness of the Dow Jones Euro STOXX 50® Index and its data;**
- **The merchantability and the fitness for a particular purpose or use of the Dow Jones Euro STOXX 50® Index and its data;**

**STOXX and Dow Jones will have no liability for any errors, omissions or interruptions in the Dow Jones Euro STOXX 50® Index or its data;**

**Under no circumstances will STOXX or Dow Jones be liable for any lost profits or indirect, punitive, special or consequential damages or losses, even if STOXX or Dow Jones knows that they might occur.**

### **ADDITIONAL INFORMATION applicable in the event of listing on SeDeX ONLY**

This paragraph contains information in relation to the tax regime concerning the purchase, possession, cession and exercise of the Securities. The following information is based on the Italian tax regime in force at the date of these Final Terms, save that the said tax regime remains subject to possible changes that could have retroactive effect. Therefore, the following information is not intended to be a complete analysis of all the tax consequences of the purchase, possession, cession and exercise of the Securities. Investors are recommended to consult their independent advisers with respect to the tax implications concerning the purchase, possession, cession and exercise of the Securities.

In accordance with the Italian tax regime currently in force, the proceeds deriving from the sale and exercise of the Securities, gained by investors who are physical persons residents in Italy, when not in the context of a business activity have to be taken into account for tax purposes (a fini impositivi). In particular, pursuant to the legislative decree (21 November 1997 n. 461), that integrates the category of different income (redditi diversi) (as set out in art. 67 of D.P.R. 22 Decembers 1986, n. 917 (TUIR), as amended by the D.Lgs. 12 Decembers 2003, n. 344), the proceeds deriving from the cession and exercise of the Securities and received by physical persons resident in Italy, when not in the context of a business activity, are subject to a substitutive tax (un'imposta sostitutiva) of the income taxes (imposte sui redditi) applied at a rate of 12.50% and withheld from the tax substitute (sostituto di imposta).

To conclude, it is highlighted that, with respect to the fiscal treatment of the income (redditi) deriving from the Securities, income that is not subject of a specific official ruling of the Financial management (Amministrazione finanziaria), could be the subject of implementation of future guidelines or official positions of the Financial management or of new legislative provisions that would allow the application to such income of a more disadvantageous tax regime for the investor compared with the one mentioned above.

Particular provisions are applied to Securities held in a portfolio through a qualified intermediary to which the regime of either the so called "risparmio amministrato" (advisory accounts) or the so called "risparmio gestito" (discretionary accounts) is applied.

### **RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Final Terms.

**Annex**

**Modulo - Dichiarazione di rinuncia all'esercizio**

*(Facsimile)*

**STEP UP CERTIFICATES A PROTEZIONE CRESCENTE CON BONUS SU DOW JONES EURO STOXX 50<sup>®</sup>**

**INDEX**

*I termini in lettere maiuscole avranno il significato a loro attribuito nelle General Conditions e nelle Product Conditions relative ai certificates in oggetto*

*La presente dichiarazione deve essere compilata a cura del portatore dei certificates in oggetto.*

*A [Intermediario presso cui il portatore detiene il proprio conto]*

Nome e Ragione/denominazione sociale dell'Intermediario

\_\_\_\_\_  
*[Att: Nome del responsabile dell'ufficio titoli]*

\_\_\_\_\_  
*[numero di fax – ufficio titoli]*

A BNP Paribas, Filiale di Milano

Corporate Actions

Tel: (+39) 02 7247 4625

Fax: (+39) 02 7247 4260

Copia a:

ABN AMRO Bank N.V.

Att.ne di Mark Tyson/Ian Pemberton

Tel.: +44 (0) 207 678 1543

Fax: + 44 (0) 207 678 1051

**STEP UP CERTIFICATES A PROTEZIONE CRESCENTE CON BONUS SU DOW JONES EURO STOXX 50<sup>®</sup>**

**INDEX**

**(di seguito, Certificates)**

Il sottoscritto portatore (di seguito, il "Portatore") con la presente dichiara:

- A. di rinunciare in modo irrevocabile all'esercizio dei Certificates con le caratteristiche di seguito descritte;
- B. di essere consapevole che la presente Dichiarazione di Rinuncia non sarà ritenuta valida laddove non vengano rispettate le condizioni delle General Conditions e delle pertinenti Product Conditions, in particolare laddove la presente Dichiarazione di Rinuncia non pervenga nei termini indicati alla voce "Amendments to General Conditions and/or Product Conditions" dei Final Terms relativi ai Certificates. Inoltre, la presente Dichiarazione di Rinuncia non é da considerarsi valida nel caso in cui non siano identificati correttamente i Certificates, di cui il Portatore intende rinunciare all'esercizio.

(Il Portatore dei Certificates)

\_\_\_\_\_  
(Cognome e nome o ragione/denominazione sociale)

\_\_\_\_\_  
(Via e numero civico)

\_\_\_\_\_  
(Comune, provincia)

\_\_\_\_\_  
(Telefono)

Serie dei Certificates

\_\_\_\_\_

Codice ISIN dei Certificates

\_\_\_\_\_  
Numero dei Certificates, di cui si rinuncia all'esercizio.

\_\_\_\_\_

Il Portatore dei Certificates accetta che la presente dichiarazione venga presentata ad enti ed altri uffici pubblici (anche fuori dalla Repubblica Italiana).

\_\_\_\_\_  
Luogo e data

\_\_\_\_\_  
Sottoscrizione (sottoscrizioni) del Portatore dei Certificates



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## CONDITIONS: GENERAL CONDITIONS

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*The General Conditions which follow relate to the Securities and must be read in conjunction with, and are subject to, the Product Conditions and the Final Terms. The Final Terms, the Product Conditions and the General Conditions together constitute the Conditions of the Securities and will be printed on the Definitive Securities or attached to the Global Security representing the Securities.*

### 1. DEFINITIONS

Terms in capitals which are not defined in these General Conditions shall have the meanings ascribed to them in the Product Conditions or the applicable Final Terms and, if not so defined, shall be inapplicable. References in these General Conditions to interest and Coupons (and related expressions) shall be ignored in the case of Securities which do not bear interest.

### 2. STATUS

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

### 3. EARLY TERMINATION

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

### 4. NOTICES

- (a) Validity. Unless otherwise specified in the applicable Final Terms, announcements to Holders will be valid if delivered to the Clearing Agent(s).

- (b) Delivery. Any such announcement issued pursuant to General Condition 4(a) shall be deemed to be effective on the day following its delivery to the Clearing Agent (and if delivered to more than one Clearing Agent on the day following the date first delivered to a Clearing Agent) or, if published as specified in the applicable Final Terms on the date of such publication (and if published in more than one country then on the date first published).

5. HEDGING DISRUPTION

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

- (c) Consequences. The Issuer, in the event of a Hedging Disruption Event, may determine to:
- (i) terminate the Securities. In such circumstances the Issuer will, however, if and to the extent permitted by the Applicable Law, pay to each Holder in respect of each Security held by such Holder an amount calculated by it as the fair market value of the Security immediately prior to such termination less the cost to the Issuer of unwinding any related hedging arrangements. Where the Securities contain provisions which provide a minimum assured return of principal, howsoever expressed, on the Settlement Date or Maturity Date as applicable, or a minimum assured return of interest or coupons, howsoever expressed, on a relevant Interest Payment Date (if applicable), any such amount to be paid under this General Condition shall not be less than the present value of such minimum assured return of principal and/or interest or coupons, such present value being determined by the Calculation Agent. Payment will be made to the Holder in such manner as shall be notified to the Holder in accordance with General Condition 4;
  - (ii) make an adjustment in good faith to the relevant reference asset by removing the Disrupted Instrument at its fair market value (which may be zero). Upon any such removal the Issuer may: (A) hold any notional proceeds (if any) arising as a consequence thereof and adjust the terms of payment and/or delivery in respect of the Securities; or (B) notionally reinvest such proceeds in other reference asset(s) if so permitted under the Conditions (including the reference asset(s) to which the Securities relate);
  - (iii) make any other adjustment to the Conditions as it considers appropriate in order to maintain the theoretical value of the Securities after adjusting for the relevant Hedging Disruption Event. Where the Securities contain provisions which provide a minimum assured return of principal, howsoever expressed, on the Settlement Date or Maturity Date as applicable, or a minimum assured return of interest or coupons, howsoever expressed, on a relevant Interest Payment Date, any such adjustment will in no way affect the Issuer's obligations to make payment to the Holders not less than the minimum assured return of principal and/or interest or coupons on the relevant Settlement Date or Maturity Date, or Interest Payment Date, as applicable.

6. PURCHASES, FURTHER ISSUES BY THE ISSUER AND PRESCRIPTION

- (a) Purchases. The Issuer or any Affiliate may purchase Securities at any price in the open market or by tender or private treaty. Any Securities so purchased may be held, surrendered for cancellation or reissued or resold, and Securities so reissued or resold shall for all purposes be deemed to form part of the original series of Securities.

In this General Condition 6(a) “**Affiliate**” means any entity controlled directly or indirectly, by the Issuer, any entity that controls, directly or indirectly, the Issuer, or any entity under common control with the Issuer. As used herein “**control**” means the ownership of a majority of the voting power of the entity and “**controlled by**” and “**controls**” shall be construed accordingly.

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

7. DETERMINATIONS AND MODIFICATIONS

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

8. SUBSTITUTION

- (a) Substitution of Issuer. The Issuer may at any time, without the consent of the Holders substitute for itself as principal obligor under the Securities any company (the “**Substitute**”), being any subsidiary or affiliate of the Issuer, subject to: (i) the obligation of the Substitute under the Securities being guaranteed by ABN AMRO Holding N.V. (“**Holding**”) (unless Holding is the Substitute); (ii) all actions,

conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Securities represent legal, valid and binding obligations of the Substitute having been taken, fulfilled and done and being in full force and effect; and (iii) the Issuer having given at least 30 days' prior notice of the date of such substitution to the Holders in accordance with General Condition 4. In the event of any substitution of the Issuer, any reference in the Conditions to the Issuer shall from such time be construed as a reference to the Substitute.

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

#### 9. TAXATION

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

#### 10. REPLACEMENT OF SECURITIES AND COUPONS

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

11. ADJUSTMENTS FOR EUROPEAN MONETARY UNION

- (a) Redenomination. The Issuer may, without the consent of any Holder, on giving notice to the Holders in accordance with General Condition 4 elect that, with effect from the Adjustment Date specified in such notice, certain terms of the Securities shall be redenominated in euro. The election will have effect as follows:
  - (i) where the Settlement Currency is the National Currency Unit of a country which is participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, such Settlement Currency shall be deemed to be an amount of euro converted from the original Settlement Currency into euro at the Established Rate, subject to such provisions (if any) as to rounding as the Issuer may decide and as may be specified in the notice, and after the Adjustment Date, all payments in respect of the Securities will be made solely in euro as though references in the Securities to the Settlement Currency were to euro;
  - (ii) where the Conditions contain a rate of exchange or any of the Conditions are expressed in a National Currency Unit (the “**Original Currency**”) of a country which is participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, such rate of exchange and/or any other terms of the Conditions shall be deemed to be expressed in or, in the case of a rate of exchange, converted for or, as the case may be into, euro at the Established Rate; and
  - (iii) such other changes shall be made to the Conditions as the Issuer may decide to conform them to conventions then applicable to instruments expressed in euro.
- (b) Adjustment to Conditions. The Issuer may, without the consent of the Holders, on giving notice to the Holders in accordance with General Condition 4 make such adjustments to the Conditions as the Issuer may determine to be appropriate to account for the effect of the third stage of European Economic and Monetary Union pursuant to the Treaty on the Conditions.
- (c) Euro Conversion Costs. Notwithstanding General Condition 11(a) and/or General Condition 11(b), none of the Issuer, the Calculation Agent nor any Agent shall be liable to any Holder or other person for any commissions, costs, losses or expenses in relation to or resulting from the transfer of euro or any currency conversion or rounding effected in connection therewith.

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

“**Adjustment Date**” means a date specified by the Issuer in the notice given to the Holders pursuant to this Condition which falls on or after the date on which the country of the Original Company or, as the case may be, the Settlement Currency first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty;

“**Established Rate**” means the rate for the conversion of the Original Currency or, as the case may be, the Settlement Currency (including compliance with rules relating to rounding in accordance with applicable European community regulations) into euro established by the Council of the European Union pursuant to Article 123 of the Treaty;

“**National Currency Unit**” means the unit of the currency of a country as those units are defined on the day before the country first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty; and

“**Treaty**” means the treaty establishing the European Community, as amended.

## 12. AGENTS

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

- (b) Calculation Agent. The Issuer, acting through its address specified in the applicable Final Terms, shall undertake the duties of calculation agent (the “**Calculation Agent**” which expression shall include any successor calculation agent) in respect of the Securities unless the Issuer decides to appoint a successor Calculation Agent in accordance with the provisions below.

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

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

The Calculation Agent may, with the consent of the Issuer (if it is not the Issuer), delegate any of its obligations and functions to a third party as it deems appropriate.

13. SURRENDER OF UNMATURED COUPONS

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

14. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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



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**CONDITIONS: PRODUCT CONDITIONS**  
**RELATING TO INDEX EXPRESS CERTIFICATES**

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

1. DEFINITIONS

**“Agent”** means each of the Principal Agent and Agent(s), each as specified in the applicable Final Terms, each acting through its specified office and together, the **“Agents”**, which expression shall include any other Agent appointed pursuant to the provisions of General Condition 12;

**“Basket”** means, unless Basket is specified as Not Applicable in the applicable Final Terms, the basket specified as such in the definition of the relevant Series in the applicable Final Terms, subject to Product Condition 4;

**“Basket Constituent”** means each Certificate and Index specified in the definition of Basket of the relevant Series in the applicable Final Terms;

**“Business Day”** means, unless otherwise specified in the definition of the relevant Series in the applicable Final Terms, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and a day on which each Clearing Agent is open for business;

**“Cash Amount”** means the amount specified as such in, or an amount determined by the Calculation Agent in accordance with the formula specified as such in, the definition of the relevant Series in the applicable Final Terms, less Expenses. The Cash Amount shall be converted into the Settlement Currency at the prevailing Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards;

**“Certificate”** means, unless Certificate is specified as Not Applicable in the applicable Final Terms, the certificate or certificates specified as such in the definition of Basket or in the definition of the relevant Series in the applicable Final Terms;

**“Clearing Agent”** means each clearing agent and clearance system specified as such in the applicable Final Terms and such further or alternative clearing agent(s) or clearance system(s) as may be approved by the Issuer from time to time and notified to the Holders in accordance with General Condition 4 (each a **“Clearing Agent”** and together the **“Clearing Agents”**);

**“Early Termination Amount”** means the amount or amounts (if any) specified as such in the definition of the relevant Series in the applicable Final Terms;

**“Early Termination Date”** means the date or dates (if any) specified as such in the definition of the relevant Series in the applicable Final Terms or, if any such day is not a Trading Day, the next following Trading Day unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on any such day, in which case the applicable Early Termination Date shall be the first succeeding Trading Day on which the Calculation Agent determines that there is no Market Disruption Event, unless the Calculation Agent determines that there is a Market Disruption Event occurring on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been an Early Termination Date. In that case (i) the last day of the Relevant Number of Trading Days shall be deemed to be the Early Termination Date (regardless of the Market Disruption Event); and (ii) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Basket Constituent and such other factors as the Calculation Agent determines to be relevant;

**“Early Termination Event”** means the event or events (if any) specified as such in the definition of the relevant Series in the applicable Final Terms, as determined by or on behalf of the Calculation Agent;

**“Exchange”** means the exchange or quotation system from which the Index Sponsor takes the prices of the Shares to compute the relevant Index or any successor to such exchange or quotation system;

**“Exchange Rate”** means the rate of exchange between the Underlying Currency and the Settlement Currency as determined by the Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time;

**“Exercise Date”** means the date specified as such in the definition of the relevant Series in the applicable Final Terms;

**“Expenses”** means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties, arising in connection with (i) the exercise of

such Security and/or (ii) any payment or delivery due following exercise or otherwise in respect of such Security;

**“Final Reference Price”** means the level specified as such in the definition of the relevant Series in the applicable Final Terms, as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such level can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent as its good faith estimate of the level of the relevant Basket Constituent on such date having regard to the then prevailing market conditions, the last reported trading price of the Shares and such other factors as the Calculation Agent determines relevant, subject to adjustment in accordance with Product Condition 4;

**“Final Terms”** means the document containing the specific terms relating to the Securities;

**“Index”** means each index specified as such in the definition of the Basket or specified as such in the definition of the relevant Series in the applicable Final Terms or, in relation to a Certificate, the Index to which it is linked or any successor to such Index in accordance with the terms of each Certificate, as determined by the Calculation Agent, subject to Product Condition 4, and **“Indices”** shall be construed accordingly;

**“Index Sponsor”** means corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the relevant Index and (b) announces (directly or through an agent) the level of the relevant Index on a regular basis during each Trading Day and references to Index Sponsor shall include any successor index sponsor pursuant to Product Condition 4;

**“Initial Reference Price”** means the price specified as such in the definition of the relevant Series in the applicable Final Terms, subject to adjustment in accordance with Product Condition 4;

**“Issue Date”** means the date specified as such in the applicable Final Terms;

**“Issuer”** means ABN AMRO Bank N.V. incorporated in The Netherlands with its statutory seat in Amsterdam acting through its principal office or its branch in London or such further or other branches as may be specified in the applicable Final Terms;

**“Market Disruption Event”** means each event specified as such in Product Condition 4 and any Additional Market Disruption Event specified in the definition of the relevant Series in the applicable Final Terms;

**“Payment Day”** means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business (including dealings in foreign exchange

and foreign exchange currency deposits) in the principal financial centre for the Settlement Currency or, if the Settlement Currency is euro, any day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) System is open;

**“Pricing Date”** means the date or dates specified as such in the definition of the relevant Series in the applicable Final Terms, subject to adjustment by the Issuer if, in adverse market conditions, in the opinion of the Issuer, the circumstances so require;

**“Related Exchange”** means an options or futures exchange or quotation system on which options contracts or futures contracts or other derivatives contracts on the relevant Basket Constituent are traded;

**“Relevant Number of Trading Days”** means the number of Trading Days, if any, specified as such in the definition of the relevant Series in the applicable Final Terms;

**“Securities”** means each Series of the index express certificates specified in the applicable Final Terms and each such certificate a **“Security”**. References to the terms **“Securities”** and **“Security”** shall be construed severally with respect to each Series specified in the applicable Final Terms;

**“Series”** means each series of Securities set out in the applicable Final Terms;

**“Settlement Currency”** means the currency specified as such in the definition of the relevant Series in the applicable Final Terms;

**“Settlement Date”** means the date specified as such in the definition of the relevant Series in the applicable Final Terms;

**“Shares”** means, for each Index, the shares or other securities that comprise the Index;

**“Trading Day”** means, in relation to an Index, any day on which the Index Sponsor should calculate and publish the closing level of the Index according to its rules and, in relation to a Certificate, any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a trading day on each Exchange or Related Exchange other than a day on which trading on the Exchange or Related Exchange is scheduled to close prior to its regular weekday closing time and is a day on which the Index Sponsor should calculate and publish the closing level of the Index according to its rules;

**“Underlying Currency”** means the currency specified as such in the definition of the relevant Series in the applicable Final Terms;

**“Valuation Date”** means the date or dates specified as such in the definition of the relevant Series in the applicable Final Terms, unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case the Valuation Date shall be

the first succeeding Trading Day on which the Calculation Agent determines that there is no Market Disruption Event, unless the Calculation Agent determines that there is a Market Disruption Event occurring on each of the Relevant Number of Trading Days immediately following the original date which (but for the Market Disruption Event) would have been a Valuation Date. In that case (i) the last day of the Relevant Number of Trading Days shall be deemed to be the Valuation Date (regardless of the Market Disruption Event); and (ii) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Shares and such other factors as the Calculation Agent determines to be relevant; and

**“Valuation Time”** means at or around the time specified as such in the definition of the relevant Series in the applicable Final Terms or such other time as the Issuer may select in its absolute discretion and notify to Holders in accordance with General Condition 4.

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

## 2. FORM

The Securities are represented by a global security (the **“Global Security”**) which will be deposited with the Clearing Agent and will be transferable only in accordance with the applicable law and the rules and procedures of the relevant Clearing Agent through whose systems the Securities are transferred. Each person (other than another Clearing Agent) who is for the time being shown in the records of the relevant Clearing Agent as the owner of a particular unit quantity of the Securities (in which regard any certificate or other document issued by the relevant Clearing Agent as to the unit quantity of the Securities standing to the credit of the account of any person shall be conclusive and binding for all purposes except in the case of manifest error) shall be treated by the Issuer and each Agent as the holder of such unit quantity of the Securities (and the term **“Holder”** shall be construed accordingly) for all purposes, other than with respect to any payment and / or delivery obligations, the right to which shall be vested as regards the Issuer and the Agents, solely in the bearer of the Global Security.

## 3. RIGHTS AND PROCEDURES

- (a) Exercise. Provided no Early Termination Event has occurred, the Securities will be deemed to be automatically exercised on the Exercise Date.
- (b) Early Termination Event: Upon the occurrence of an Early Termination Event, the Securities will terminate automatically and the Issuer will give notice to the Holders in accordance with General Condition 4.

- (c) **Cash Settlement.** Each Security upon exercise, subject to delivery by the Holder of a duly completed Notice and to certification as to non-U.S. beneficial ownership, entitles its Holder to receive from the Issuer on the Settlement Date the Cash Amount. Each Security following an Early Termination Event, subject to delivery by the Holder of a duly completed Notice and to certification as to non-U.S. beneficial ownership, entitles its Holder to receive from the Issuer on the Settlement Date the Early Termination Amount.
- (d) **Payment Day.** If the date for payment of any amount in respect of the Securities is not a Payment Day, the Holder shall not be entitled to payment until the next following Payment Day and shall not be entitled to any interest or other payment in respect of such delay.
- (e) **General.** In the absence of gross negligence or wilful misconduct on its part, none of the Issuer, the Calculation Agent nor any Agent shall have any responsibility for any errors or omissions in the calculation of any Cash Amount.
- (f) **Notice.** All payments shall be subject to the delivery of a duly completed notice (a “**Notice**”) to a Clearing Agent with a copy to the Principal Agent. The form of the Notice may be obtained during normal business hours from the specified office of each Agent.

A Notice shall:

- (i) specify the number of Securities to which it relates;
- (ii) specify the number of the account with the Clearing Agent to be debited with the Securities to which it relates;
- (iii) irrevocably instruct and authorise the Clearing Agent to debit on or before the Settlement Date such account with such Securities;
- (iv) specify the number of the account with the Clearing Agent to be credited with any Cash Amount (if any) for such Securities;
- (v) certify that neither the person delivering the Notice nor any person on whose behalf the Notice is being delivered is a U.S. person or a person within the United States. As used herein, “U.S. person” means (A) an individual who is a resident or a citizen of the United States; (B) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (C) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (D) any trust if a court

within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (E) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (B) above; (F) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (A) to (E) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission's regulations by virtue of its participants being non-U.S. persons; or (G) any other "U.S. person" as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and

- (vi) authorise the production of such Notice in any applicable administrative or legal proceedings.
- (g) Verification. In respect of each Notice, the relevant Holder must provide evidence reasonably satisfactory to the Principal Agent of its holding of such Securities.
- (h) Settlement. The Issuer shall pay or cause to be paid the Cash Amount (if any) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Exercise Notice for value on the Settlement Date.
- (i) Determinations. Failure properly to complete and deliver a Notice may result in such notice being treated as null and void. Any determination as to whether a Notice has been properly completed and delivered shall be made by the Principal Agent and shall be conclusive and binding on the Issuer and the relevant Holder. Subject as set out below, any Notice so determined to be incomplete or not in proper form, or which is not copied to the Principal Agent immediately after being delivered to a Clearing Agent as provided in the Conditions shall be void.

If such Notice is subsequently corrected to the satisfaction of the Principal Agent, it shall be deemed to be a new Notice submitted at the time such correction is delivered to such Clearing Agent and copied to the Principal Agent.

Any Security with respect to which a Notice has not been duly completed and delivered in the manner set out above by the time specified in Product Condition 3 shall become void.

The Principal Agent shall use its best efforts promptly to notify the relevant Holder if it has determined that a Notice is incomplete or not in proper form. In the absence of gross negligence or wilful misconduct on its part, neither the Issuer nor the Principal Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

- (j) **Delivery of a Notice.** Delivery of a Notice by or on behalf of a Holder shall be irrevocable with respect to the Securities specified and no Notice may be withdrawn after receipt by a Clearing Agent as provided above. After the delivery of a Notice, the Securities which are the subject of such notice may not be transferred.
- (k) **Exercise and Settlement Risk.** Exercise and settlement of the Securities is subject to all applicable laws, regulations and practices in force at the relevant time and neither the Issuer nor any Agent shall incur any liability whatsoever if it is unable to effect the transactions contemplated, after using all reasonable efforts, as a result of any such laws, regulations or practices. Neither the Issuer nor the Agents shall under any circumstances be liable for any acts or defaults of any Clearing Agent in relation to the performance of its duties in relation to the Securities.

#### 4. ADJUSTMENTS

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

**“Market Disruption Event”**, in relation to an Index, means the occurrence or existence on any Trading Day during the one hour period that ends at the official close of trading on the Exchange or any Related Exchange of any suspension of or limitation imposed on trading (by reason of movements in price reaching or exceeding limits permitted by the relevant exchange or otherwise):

- (i) on any Exchange(s) in securities that comprise 20 per cent or more of the level of the relevant Index (as determined by the Calculation Agent) if, in the determination of the Calculation Agent, such suspension or limitation is material. For the purpose of determining whether such suspension or limitation is material, if trading in a security included in the Index is suspended or materially limited at that time, then the relevant percentage contribution of that security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that



security relative to (y) the overall level of the Index, in each case immediately before that suspension or limitation; or

- (ii) on any Related Exchange in any options contracts or futures contracts or other derivatives contracts relating to the relevant Index.

In any event, a limitation on the hours and number of days of trading will not constitute a Market Disruption Event if it results from an announced change in the regular business hours of the relevant exchange, but a limitation on trading imposed during the course of the day by reason of movements in price otherwise exceeding levels permitted by the relevant exchange may, if so determined by the Calculation Agent, constitute a Market Disruption Event.

**“Market Disruption Event”**, in relation to a Certificate, means:

- (i) the occurrence or existence on any Trading Day during the one hour period that ends at the official close of trading on the Exchange or any Related Exchange of any suspension of or limitation imposed on trading or the disruption or impairment in the ability of market participants in general to effect transactions (by reason of movements in price reaching or exceeding limits permitted by the relevant exchange or otherwise):
  - (A) in the Certificates on the Exchange or any other exchange on which the Certificates are traded; or
  - (B) in any options contracts or futures contracts or other derivatives contracts relating to the Certificates on any Related Exchange if, in the determination of the Calculation Agent, such suspension or limitation is material; or
- (ii) a general moratorium is declared in respect of banking activities in the country in which the Exchange or any Related Exchange is located.

For the purposes of this definition, a limitation on the hours and number of days of trading will not constitute a Market Disruption Event if it results from an announced change in the regular business hours of the Exchange or any Related Exchange, but a limitation on trading imposed during the course of the day by reason of movements in price otherwise exceeding levels permitted by the Exchange or any Related Exchange may, if so determined by the Calculation Agent, constitute a Market Disruption Event.

- (b) **Adjustments to Index.** The Calculation Agent shall give notice as soon as practicable to the Holders in accordance with General Condition 4 of any determination made by it pursuant to paragraphs (1), (2), (3) or (4) below.

- (5) If a relevant Index is (A) not calculated and announced by the Index Sponsor but is calculated and announced by a successor to the Index Sponsor (the “**Successor Sponsor**”) acceptable to the Calculation Agent; or (B) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the Index, then (in either case) the Index will be deemed to be the index so calculated and announced by such Successor Sponsor or that successor index, as the case may be.
- (6) If (A) on or prior to the Valuation Date or the Early Termination Date, as the case may be, the Index Sponsor or, if applicable, the Successor Sponsor, makes a material change in the formula for or the method of calculating a relevant Index or in any other way materially modifies the Index (other than a modification prescribed in that formula or method to maintain the Index in the event of changes in constituent securities and other routine events); or (B) on the Valuation Date or the Early Termination Date, as the case may be, the Index Sponsor or, if applicable, the Successor Sponsor fails to calculate and/or publish a relevant Index; then (in either case) the Calculation Agent shall determine the Final Reference Price using, in lieu of a published level(s) for the Index on the Valuation Date or the Early Termination Date, as the case may be, the level for the Index as determined by the Calculation Agent in accordance with the formula for and method of calculating the Index last in effect prior to the change or failure, but using only those securities that comprised the Index immediately prior to the change or failure (other than those securities that have since ceased to be listed on the Exchange or any other exchange on which the Shares are listed) or, in the case of a material modification of the Index only, the Calculation Agent shall deem such modified Index to be the Index so calculated and announced or shall terminate the Securities by giving notice in accordance with General Condition 4.
- (7) If, at any time, any of the events specified in (A) to (H) below occurs and the Index Sponsor or, if applicable, the Successor Sponsor has not in the opinion of the Calculation Agent made an appropriate adjustment to the level of the relevant Index in order to account fully for such event, notwithstanding that the rules published or applied by the Index Sponsor or, if applicable, the Successor Sponsor pertaining to the Index have been applied, the Calculation Agent shall make such adjustment to the level of the Index as it considers appropriate in order to so account: (A) a distribution or dividend to existing

holders of the Shares of (i) Shares; or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the issuer of the Shares equally or proportionately with such payments to holders of Shares or (iii) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or otherwise) at less than the prevailing market price; (B) a free distribution or dividend of any Shares to existing holders by way of bonus, capitalisation or similar issue; (C) an extraordinary dividend; (D) any cash dividends declared on the Shares at a time when the relevant issuer has not previously declared or paid dividends on such Shares for the prior four quarterly periods; (E) any non-cash dividends declared on the Shares at a time when the relevant issuer has not previously declared or paid dividends on such Shares for the prior four quarterly periods; (F) any other extraordinary cash or non-cash dividend on, or distribution with respect to, the Shares which is, by its terms or declared intent, declared and paid outside the normal operations or normal dividend procedures of the relevant issuer, provided that, in all cases, the related dividend date occurs during the period from but including the Issue Date up to and excluding the Valuation Date or the Early Termination Date, as the case may be; (G) a distribution of cash dividends on the Shares equal to or greater than 8 per cent. per annum of the then current market value of the Shares; (H) any other similar event having dilutive or concentrative effect on the theoretical value of the Shares.

(8) The Issuer reserves the right to issue further certificates, make adjustments or to distribute to the Holders any rights in connection with the Securities as it reasonably believes are appropriate in circumstances where an event or events occur which the Issuer (in its absolute discretion and notwithstanding any adjustments previously made to the Securities) believes should in the context of the issue of Securities and its obligations hereunder, give rise to such adjustment or distribution, provided that such adjustment is considered by the Calculation Agent to be appropriate generally (without considering the individual circumstances of any Holder or the tax or other consequences of such adjustment in any particular jurisdiction) or is required to take account of provisions of the laws of the relevant jurisdiction or the practices of the relevant Exchange.

(c) **Adjustments to the Basket.** If a De-Listing occurs with respect to a Basket Constituent or a Basket Constituent is for any reason cancelled or ceases to exist, the

Calculation Agent may determine in its sole discretion to either (A) replace the de-listed or cancelled Basket Constituent by a successor basket constituent which has, in the determination of the Calculation Agent, the same or a substantially similar structure and a substantially similar economic impact and is linked to the same asset as such Basket Constituent or (B) make such other adjustments to the Conditions as the Calculation Agent sees fit, acting in its absolute discretion. The Calculation Agent shall give notice as soon as practicable to the Holders in accordance with General Condition 4 of any determination made pursuant to this paragraph.

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

- (d) The Calculation Agent may make adjustments to the Conditions in order to account for any such event if it considers it appropriate to do so. The Calculation Agent shall, as soon as practicable after receipt of any written request to do so, advise a Holder of any determination made by it pursuant to this Product Condition 4 on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Holders copies of any such determinations. In making any such determinations and calculations in respect of the Securities, the Calculation Agent shall act at all times in good faith and a commercially reasonable manner.

## 5. EFFECT OF FINAL TERMS

The Final Terms applicable to any Series of Securities may specify amendments to these Product Conditions in so far as they apply to that Series. Notwithstanding the foregoing, consideration will be given as to whether such amendments constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus (as defined in the Final Terms) under Article 16 of Directive 2003/71/EC.

## 6. GOVERNING LAW

The Conditions pertaining to the Securities shall be governed by and shall be construed in accordance with English law.

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## NOTA DI SINTESI (SUMMARY)

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*La presente Nota di Sintesi deve essere letta come un'introduzione al presente Prospetto di Base e qualsiasi decisione di investimento negli Strumenti Finanziari dovrebbe basarsi su una valutazione complessiva del presente Prospetto di Base, compresi i documenti inclusi mediante riferimento. L'Emittente non si assume alcuna responsabilità in relazione alla presente Nota di Sintesi, inclusa ogni sua traduzione, salvo sia fuorviante, inaccurata o non coerente con le altre parti del presente Prospetto di Base. Nel caso in cui sia presentato davanti al tribunale di uno Stato Membro dell'Area Economica Europea ("Stato AEE") un ricorso connesso ad informazioni contenute nel presente Prospetto di Base, il ricorrente potrebbe essere tenuto, ai sensi della normativa dello Stato AEE in cui tale ricorso è presentato, a sostenere i costi di traduzione del Prospetto di Base prima che il procedimento legale abbia inizio.*

I termini e le espressioni definiti altrove nel presente Prospetto di Base avranno i medesimi significati nella presente Nota di Sintesi.

### **Emittente:**

ABN AMRO Bank N.V.

L'emittente è una controllata di ABN AMRO Holding N.V. (la "**Holding**"). Il gruppo ABN AMRO ("**ABN AMRO**"), che consiste nella Holding e nelle sue controllate, è un importante gruppo bancario internazionale che offre un'ampia gamma di prodotti bancari e di servizi finanziari su base globale attraverso una rete di 3.500 uffici e filiali in più di 60 paesi e territori, nonché, al 31 marzo 2006, 105.000 dipendenti a tempo pieno. ABN AMRO è uno dei maggiori gruppi bancari del mondo, con un attivo a livello consolidato pari a 975,1 miliardi di Euro al 31 marzo 2006. ABN AMRO è il maggiore gruppo bancario dei Paesi Bassi e ha una presenza significativa in Brasile e negli Stati Uniti centro-occidentali. E' uno dei maggiori gruppi bancari degli Stati Uniti, in base all'attivo complessivo al 31 dicembre 2005. La Holding è quotata sullo Euronext di Amsterdam e sulla Borsa di New York.

ABN AMRO sviluppa le proprie strategie attraverso una struttura organizzativa che comprende:

- Sette Business Units Clienti
- Tre Business Units Prodotti
- Due segmenti trasversali alle Business Units
- Services
- Group Functions

Le sette Business Units Clienti consistono di cinque Business Units regionali (Olanda, Europa, Nord America, America Latina e Asia), che assistono circa 20 milioni di clienti al consumo e dalle piccole imprese alle più grandi a livello mondiale, e due Business Units globali: Private Clients e Global Clients, che assistono clienti con esigenze a livello globale. La Business Unit Private Clients fornisce servizi di private banking a individui e famiglie agiati. La Business Unit Global Clients assiste circa 550 clienti multinazionali. Dal 2 gennaio 2006, i risultati di Banca Antonveneta S.p.A. sono stati riportati nell'ambito della Business Unit Europa.

Le tre Business Units Prodotti (Global Markets, Transaction Banking e Asset Management) supportano le Business Units Clienti sviluppando e mettendo a disposizione prodotti per tutti i clienti di ABN AMRO a livello globale, con una focalizzazione specifica sul segmento *mid-market*. Inoltre ABN AMRO riporta l'attività di Private Equity separatamente.

Le Business Units sono tra loro collegate su base globale attraverso un segmento trasversale alle Business Units Consumer Client ed un segmento trasversale alle Business Units Commercial Client. Il ruolo di questi segmenti comprende pilotare l'utilizzo di formule di successo nei vari ambiti geografici di ABN AMRO e collaborare con le Business Units Asset Management, Transaction Banking e Global Markets per mettere a disposizione soluzioni di alta qualità per le proprie unità-clienti di base.

L'organizzazione Services di ABN AMRO si focalizza sull'identificazione e sull'utilizzo del potenziale per una

maggior efficienza operativa tramite un ulteriore consolidamento e standardizzazione nelle proprie operazioni. Inoltre, Services ricerca e sviluppa nuove soluzioni di mercato, con il fine di assicurare che tutte le Business Units di ABN AMRO ricevano i servizi di supporto e la flessibilità che necessitano per fornire ai clienti prodotti sempre migliori e servizi messi a disposizione nel modo più efficiente, ad un livello ottimale di rischio operativo.

La Group Functions comprende centri di conoscenza specializzata che mettono a disposizione supporto con valore aggiunto e servizi presso le varie aree di ABN AMRO, comprese, tra l'altro, Risk, Finance, Audit, Legal, Compliance, Human Resources, Communications, Investor Relations e Corporate Development.

**Garante:**

ABN AMRO Holding N.V. ("Holding") in base alla propria dichiarazione ai sensi dell'Articolo 2:403 del Codice Civile olandese.

**Fattori di Rischio:**

Sussistono fattori di rischio che possono inficiare la capacità dell'Emittente di onorare i propri obblighi in relazione agli Strumenti Finanziari, incluso il fatto che i risultati dell'Emittente possono essere influenzati negativamente da: (i) condizioni economiche generali ed altre condizioni di *business*, (ii) concorrenza, (iii) modifiche regolamentari e (iv) rischi bancari standard, inclusi le modifiche dei tassi di interesse e di cambio e i rischi operativi, creditizi, di mercato, di liquidità e legali - si veda "Fattori di Rischio" ("Risk Factors") nel Documento di Registrazione ("Registration Document"). Inoltre, sussistono fattori che concorrono in modo significativo ai fini della valutazione dei rischi di mercato legati agli Strumenti Finanziari - si veda "Fattori di Rischio" ("Risk Factors") nel presente Prospetto di Base.

**Agente Principale e Agente per il** ABN AMRO Bank N.V.

**Calcolo:**

**Quotazione ed ammissione alle** E' stata presentata presso Euronext Amsterdam una domanda

**negoziazioni:**

ai fini dell'ammissione alla negoziazione e della quotazione degli Strumenti Finanziari su Eurolist da parte di Euronext Amsterdam fino alla scadenza di 12 mesi dalla data del presente Prospetto di Base. Inoltre, gli Strumenti Finanziari possono essere quotati o ammessi alla negoziazione, a seconda dei casi, presso una qualunque altra borsa o mercato indicato nelle relative Condizioni Definitive ("Final Terms"). L'Emittente può anche emettere Strumenti Finanziari non quotati.

<b>Descrizione degli Strumenti Finanziari:</b>	Una gamma di <i>certificates</i> può essere emessa ai sensi del presente Prospetto di Base. Le condizioni applicabili a tali <i>certificates</i> sono contenute nelle Condizioni Generali ("General Conditions") che sono applicabili a tutti i <i>certificates</i> , nelle Condizioni Specifiche ("Product Conditions") applicabili al particolare tipo di <i>certificate</i> emesso e nelle Condizioni Definitive ("Final Terms") applicabili alle specifiche serie emesse.
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I *certificates* sono strumenti di investimento che, alla scadenza o all'estinzione e subordinatamente al loro regolare esercizio secondo le condizioni ad essi applicabili, conferiscono il diritto di ricevere una somma di denaro calcolata con riferimento al valore della sottostante valuta, merce ("commodity"), indice (incluso, nel caso di indice, l'indice e i suoi componenti), azione, obbligazione, paniere o altro prodotto (cumulativamente, il "**Sottostante**") in uno o più giorni specifici, ovvero di ricevere il Sottostante, fermo restando la parità del *certificate*. Le tipologie di *certificates* che possono essere emesse ai sensi del presente Prospetto di Base sono di seguito descritte.

I dividendi percepiti dall'Emittente a fronte della sua posizione di copertura per i *certificates* durante la vita degli stessi possono, se è così stabilito nelle Condizioni Specifiche ("Product Conditions") applicabili, essere trasferiti ai Titolari.



***Certificates* di tipo “Open End”:**

I *certificates* di tipo “Open End” sono simili ai normali *certificates*, nel senso che replicano in modo lineare l’andamento del Sottostante. La differenza tra un *certificate* di tipo “Open End” ed un normale *certificate* sta nel fatto che un *certificate* di tipo “Open End” non ha una data di estinzione o di scadenza, ma continua ad esistere sino a che o il Titolare eserciti il diritto di rimborso o l’Emittente estingua il *certificate*.

Nel caso in cui il Sottostante sia un prodotto che si estingue, ad esempio un *future* o un *forward*, allora il Sottostante può essere sostituito con uno strumento equivalente durante la vita dei *certificates* di tipo “Open End”.

***Certificates* “Quanto” di tipo “Open End”:**

Quando la valuta di pagamento differisce da quella del sottostante, il *certificate* di tipo “Open End” può avere le caratteristiche di un “quanto” (di fatto un tasso di cambio fisso tra le due valute durante la vita del *certificate*) e l’Emittente può addebitare al Titolare gli oneri necessari per organizzare e mantenere tali caratteristiche di “quanto”, deducendoli dall’importo pagato al Titolare al momento dell’esercizio o dell’estinzione.

***Certificates* di tipo “Open End” su *Commodities*:**

I *Certificates* di tipo “Open End” su *commodities* (“merci”) sono *certificates* di tipo “Open End” in cui il Sottostante è una *commodity*. Un’ampia gamma di *commodities* può essere utilizzata come Sottostante in relazione ad un *certificate* di tipo “Open End” su *commodities*.

***Certificates* di tipo “Open End” su Indici:**

I *Certificates* di tipo “Open End” su indici sono *certificates* di tipo “Open End” in cui il Sottostante è un indice. Una gamma di indici può essere utilizzata come Sottostante in relazione ad un *certificate* di tipo “Open End” su *commodities*.

***Certificates* di tipo “Open End” su *Futures Contracts* o su *Forward Contracts* su Commodity:**

I *Certificates* di tipo “Open End” su *Futures Contracts* (“contratti futures”) o su *Forward Contracts* (“contratti forward”) su *Commodity* sono *certificates* di tipo “Open

***Contracts su Commodity:***

End” in cui il Sottostante è un contratto *future* o un contratto *forward* su merci. Una gamma di contratti *future* o contratti *forward* su merci può essere utilizzata come Sottostante in relazione ad un *certificate* di tipo “Open End” su *Futures Contracts* o su *Forward Contracts* su *Commodity*.

***Certificates di tipo “Open End” su Fondi e su basket di Fondi:***

I *Certificates* di tipo “Open End” su Fondi sono *certificates* di tipo “open end” in cui il Sottostante è un fondo. Una gamma di fondi può essere utilizzata come Sottostante in relazione ad un *certificate* di tipo “Open End”. I *Certificates* di tipo “Open End” su *basket* di Fondi sono *certificates* di tipo “Open End” in cui il Sottostante è un *basket* i cui componenti sono due o più fondi.

***Certificates “Airbag”:***

I *certificates* “Airbag” sono simili ai normali *certificates*, salvo che l’ammontare da pagare ai Titolari in caso di estinzione varia a seconda del livello del Sottostante alla scadenza. Vi è un rendimento minimo per il Titolare, a meno che il Sottostante non scenda sotto un livello predeterminato. Se il Sottostante cresce sopra il livello che aveva alla Data di Valutazione, il Titolare parteciperà all’incremento, sebbene tale rendimento possa essere soggetto ad un “tetto” massimo. I *certificates* “Airbag” non sono *certificates* di tipo “Open End” e si considerano automaticamente esercitati alla scadenza.

***Certificates “Discount”:***

I *certificates* “Discount” sono simili ai normali *certificates*, salvo che l’ammontare da pagare ai Titolari in caso di estinzione è in realtà soggetto ad un “tetto” massimo. Qualora il Sottostante, alla data di estinzione o di scadenza, sia pari o superiore ad un livello predeterminato (lo “**Strike Price**”), allora il Titolare riceverà un importo pari allo **Strike Price**. Alternativamente, al Titolare verrà consegnato il Sottostante. I *certificates* “Discount” non sono *certificates* di tipo “Open End”, sono emessi sotto la pari e si considerano automaticamente esercitati alla scadenza.

***Certificates “Double-Up”:***

I *certificates* “Double-Up” sono simili ai normali *certificates*, salvo che uno Strike Price è fissato all’emissione dei *certificates* pari al, o all’incirca pari al, livello del Sottostante in tale momento. Se il Sottostante, alla data di estinzione o di scadenza, è pari o superiore allo Strike Price, allora il Titolare riceverà un importo pari al valore del Sottostante più la differenza tra il valore del Sottostante e lo Strike Price, di fatto raddoppiando l’incremento del Sottostante. L’importo dovuto al Titolare non potrà comunque superare un tetto massimo. I *certificates* “Double-Up” non sono *certificates* di tipo “Open End” e si considerano automaticamente esercitati alla scadenza.

***Certificates “Bonus”:***

I *certificates* “Bonus” sono simili ai normali *certificates*, salvo che il Sottostante è monitorato durante la vita dei *certificates*. Qualora il Sottostante sia pari o inferiore al livello strike in qualunque momento durante la vita dei *certificates*, allora si verifica un evento di “knock-out” e, alla data di estinzione o di scadenza, il Titolare riceverà un importo pari al valore del Sottostante a tale data. Qualora non si verifichi alcun evento di “knock-out” in alcun momento durante la vita dei *certificates*, allora il Titolare riceverà un importo pari almeno a quello originariamente investito, e maggiore se il livello del Sottostante, alla data di estinzione o di scadenza, è pari o superiore a quello registrato alla Data di Emissione. I *certificates* “Bonus” non sono *certificates* di tipo “Open End” e si considerano automaticamente esercitati alla scadenza.

### ***Certificates “Express”:***

I *certificates* “Express” sono simili ai normali *certificates*, salvo che i *certificates* possono prevedere che gli stessi siano soggetti ad un’estinzione anticipata automatica qualora, ad una determinata data, il livello del Sottostante superi un livello prestabilito. I *certificates* “Express” che non sono soggetti ad un’estinzione anticipata o che, se soggetti a tale estinzione, non si sono estinti anticipatamente secondo le rispettive condizioni, pagano un rendimento alla scadenza legato al prezzo del Sottostante. Nella misura in cui, alla data di scadenza dei *certificates*, il Sottostante sia cresciuto sopra il proprio livello alla Data di Valutazione, il Titolare parteciperà a tale incremento, ma entro limiti massimi. Nella misura in cui, alla data di scadenza dei *certificates*, il Sottostante sia sceso sotto il proprio livello alla Data di Valutazione, il Titolare potrà ricevere meno dell’ammontare investito e, in certi casi, perdere l’intero importo investito. I *certificates* “Express” non sono *certificates* di tipo “Open End” e si considerano automaticamente esercitati alla scadenza, salvo estinzione anticipata. Il Sottostante dei *certificates* “Express” possono essere uno o più tassi di interesse, una o più merci, una o più azioni, uno o più indici o uno o più tassi di cambio e/o, in ogni caso, uno o più *certificates* legati a tali Sottostanti.

### ***Certificates “Equity”:***

I *Certificates* “Equity” sono *certificates* in cui il Sottostante è un titolo azionario. Una gamma di singoli titoli azionari può essere utilizzata come Sottostante in relazione ad un *certificate* “Equity”. I *certificates* “Equity” non sono *certificates* di tipo “Open End”.

I *certificates* “Equity” possono essere liquidati in denaro o con consegna fisica del Sottostante. I *certificates* liquidati in denaro pagano, quando vengono esercitati, un ammontare in contanti determinato con riferimento al valore del Sottostante. I *certificates* liquidati con consegna fisica del Sottostante danno titolo al portatore, quando vengono esercitati, a ricevere una determinata quantità di

Sottostante e un ammontare in contanti per quanto attiene alle frazioni del sottostante.

**Prezzo di Emissione Indicativo:**

I *certificates* saranno venduti ad un prezzo determinato dall'Emittente, il quale può, nel far ciò, prendere a riferimento, tra gli altri fattori, il livello del Sottostante, la relativa parità del *certificate* ed ogni tasso di cambio applicabile.

**Scadenza:**

I *certificates* di tipo "Open End" non hanno una data di scadenza fissa, mentre gli altri *certificates* ce l'hanno come stabilito nelle Condizioni Definitive ("Final Terms") applicabili. Non ci sono scadenze minime o massime.

**Interessi:**

I *certificates* non producono interessi. Se *certificates* produttivi di interessi devono essere emessi ai sensi del presente Prospetto di Base, l'Emittente predisporrà un "supplement" al presente Prospetto di Base.

**Condizioni Generali**

Di seguito si riporta la sintesi di alcune delle condizioni maggiormente significative tra le Condizioni Generali ("General Conditions") applicabili a tutti i *certificates* emesse ai sensi del presente Prospetto di Base.

*Stato dei Certificates:*

Gli Strumenti Finanziari costituiscono obbligazioni dell'Emittente non garantite né subordinate e concorrono *pari passu* tra loro e rispetto a tutte le altre obbligazioni dell'Emittente non garantite né subordinate, presenti e future, ad eccezione di quelle obbligazioni che devono essere soddisfatte con priorità per effetto di norme imperative.

*Estinzione Anticipata:*

L'Emittente può estinguere qualunque Strumento Finanziario qualora ritenga, con assoluta discrezionalità, che, per ragioni al di fuori del proprio controllo, i suoi adempimenti in base a tali Strumenti Finanziari siano diventati illegali in tutto o in parte come risultato dell'osservanza in buona fede, da parte dell'Emittente, di qualsiasi legge applicabile. In tali casi l'Emittente pagherà, nei limiti concessi dalla legge, a ciascun Titolare, in

relazione a ciascuno Strumento Finanziario detenuto da tale Titolare, un importo calcolato dall'Emittente quale equo valore di mercato dello Strumento Finanziario immediatamente prima di tale estinzione (prescindendo dall'illegalità), meno i costi sopportati dall'Emittente per estinguere gli eventuali accordi di copertura.

*Turbativa della Copertura:*

Qualora si verifichi un Evento di Turbativa della Copertura (come definito nella Condizione Generale n. 5), l'Emittente, a sua discrezione (i) estinguerà gli Strumenti Finanziari e pagherà a ciascun Titolare per ciascuno Strumento Finanziario da questi detenuto un importo calcolato dall'Emittente quale equo valore di mercato dello Strumento Finanziario immediatamente prima dell'estinzione, meno i costi sopportati dall'Emittente per estinguere gli eventuali accordi di copertura, ovvero (ii) effettuerà in buona fede un aggiustamento al bene di riferimento secondo quanto descritto nella Condizione Generale n. 5(c), ovvero (iii) effettuerà qualsiasi altra modifica alle Condizioni ("Conditions") che l'Emittente ritenga opportuna al fine di preservare il valore teorico degli Strumenti Finanziari dopo l'aggiustamento conseguente all'Evento di Turbativa della Copertura.

*Sostituzione:*

L'Emittente può in qualsiasi momento, senza il consenso dei Titolari, sostituire a se stesso quale obbligato principale in base agli Strumenti Finanziari una società che sia controllata o affiliata dell'Emittente, subordinatamente al soddisfacimento di determinate condizioni, incluso il fatto che le obbligazioni del sostituto emittente in base agli Strumenti Finanziari siano garantite dalla Holding (salvo che il sostituto sia la Holding stessa).

*Tassazione:*

Il Titolare (e non l'Emittente) risponderà del pagamento di ogni tassa, imposta e onere connessi alla titolarità e/o al trasferimento, al pagamento o alla consegna relativa agli Strumenti Finanziari detenuti da tale Titolare. L'Emittente avrà il diritto, ma non l'obbligo, di trattenere o dedurre da

ogni somma dovuta a ciascun Titolare l'importo che sarà necessario per compensare o per pagare tale tassa, imposta, onere, ritenuta o altro pagamento.

*Aggiustamenti connessi all'Unione Monetaria Europea:*

L'Emittente può, senza il consenso dei Titolari, dandone comunicazione ai Titolari stessi, stabilire che, con effetto decorrente dalla data indicata in tale comunicazione, alcuni termini degli Strumenti Finanziari siano ridenominati in euro - si veda la Condizione Generale ("General Condition") n. 11.

**Condizioni Specifiche:**

Si riporta di seguito la sintesi di alcune delle condizioni maggiormente significative tra le Condizioni Specifiche ("Product Conditions") applicabili ai certificates da emettere ai sensi del presente Prospetto di Base.

*Forma dei Certificates:*

Ciascun *certificate*, tranne i *certificates* "Equity", sarà emesso in forma globale al portatore ("global bearer form"). I *certificates* "Equity" possono essere emessi in forma globale al portatore o in forma globale nominativa ("global registered form"), a seconda di come stabilito nelle Condizioni Definitive ("Final Terms") applicabili. I *certificates* "Equity" emessi in forma nominativa possono essere venduti a soggetti statunitensi sulla base della Rule 144A di cui allo U.S. Securities Act del 1933, quale modificato.

*Esercizio dei Certificates:*

I *certificates* possono essere esercitati in ciascuna Data di Esercizio, o possono considerarsi automaticamente esercitati alla data di estinzione o di scadenza, come stabilito nelle Condizioni Definitive ("Final Terms") applicabili. La comunicazione di tale esercizio automatico sarà effettuata nei modi previsti in "Comunicazioni di Informazioni Generali" ("General Information Notices").

*Pagamento dei Certificates:*

I *certificates* possono essere liquidati in denaro o con consegna fisica del Sottostante, come stabilito nelle Condizioni Specifiche ("Product Conditions") applicabili.

*Eventi di Turbativa di Mercato:*

Qualora si verifichi un Evento di Turbativa del Mercato, i Titolari dei certificates potrebbero subire un ritardo nei

Titolari dei *certificates* potrebbero subire un ritardo nei pagamenti o nella consegna e ciò potrebbe ripercuotersi negativamente sull'ammontare pagato. Gli Eventi di Turbativa del Mercato sono definiti nella Condizione Specifica ("Product Condition") n. 4 per ciascun tipo di *certificate* e variano a seconda del tipo di *certificate*.

***Eventi di Turbativa del Pagamento:***

Qualora si verifichi un Evento di Turbativa del Pagamento ("Settlement Disruption Event") in relazione ad un *certificate* che viene liquidato tramite la consegna del Sottostante, il Titolare del *certificate* potrebbe subire un ritardo nella consegna del Sottostante e, qualora sia pagata un ammontare equivalente al valore del Sottostante al posto della consegna del Sottostante, ci potrebbero essere ripercussioni negative su tale ammontare. Eventi di Turbativa del Pagamento sono definiti nelle Condizioni Specifiche ("Product Conditions") per i *certificates* che vengono liquidati tramite la consegna del Sottostante e variano a seconda del tipo di *certificate*.

***Legge applicabile:***

Legge inglese.

**Condizioni Definitive:**

Ciascuna Serie sarà soggetta alle Condizioni Definitive ("Final Terms") che conterranno le condizioni definitive applicabili alla Serie. Il modello delle Condizioni Definitive ("Final Terms") applicabili a ciascun tipo di *certificate* è riprodotto nel presente Prospetto di Base.

Le Condizioni Definitive ("Final Terms") applicabili a ciascuna Serie possono prevedere modifiche alle Condizioni Generali ("General Conditions") e/o alle relative Condizioni Specifiche ("Product Conditions") applicabili a tale Serie.

**Descrizioni dell'Indice:**

Relativamente a Condizioni Definitive ("Final Terms") in cui un *certificate* faccia riferimento ad un indice sottostante, l'Emittente può, se lo ritiene necessario, inserire una descrizione di tale indice nelle Condizioni Definitive ("Final Terms") ovvero può aggiungere tale descrizione al presente Prospetto di Base tramite un



supplemento (“supplement”). Una descrizione dell’ABN AMRO Money Market Super Yield II Index compare nelle Descrizioni dell’Indice riprodotte qui di seguito.

**Il testo che precede costituisce la traduzione in lingua italiana della Nota di Sintesi (“Summary”) del Prospetto di Base, datato 1° luglio 2006, redatto in lingua inglese da ABN AMRO Bank N.V. e relativo ai *certificates*. In caso di discrepanze tra la traduzione italiana e la Nota di Sintesi in inglese (“Summary”), la Nota di Sintesi in lingua inglese prevarrà.**