

**OFFICIAL NOTICE TO HOLDERS: SUBSTITUTION OF THE ROYAL BANK OF
SCOTLAND PLC AS ISSUER OF SECURITIES IN PLACE OF THE ROYAL BANK OF
SCOTLAND N.V.**

DATED 12 November 2012



NOTICE TO HOLDERS OF THE SECURITIES LISTED IN ANNEX B

The Royal Bank of Scotland N.V. (“**RBS N.V.**”), as the issuer of the securities listed in Annex B (the “**Securities**”), hereby gives notice to holders of the Securities that it is substituting The Royal Bank of Scotland plc, registered in Scotland under No. SC090312, with registered office at 36 St Andrew Square, Edinburgh EH2 2YB (“**RBS plc**”) as issuer of the Securities in place of RBS N.V., under the contractual right of substitution contained in General Condition 8(a) of the Securities (the “**Substitution**”). The Substitution will take effect on 13 December 2012 (the “**Effective Date**”).

BACKGROUND OF THE SUBSTITUTION

On 19 April 2011, the Boards of The Royal Bank of Scotland Group plc (“**RBSG**”), RBS plc, RBS Holdings N.V. and RBS N.V. announced that they had approved the proposed transfers of a substantial part of the business activities of RBS N.V. to RBS plc (the “**Proposed Transfers**”), subject, amongst other matters, to regulatory and other approvals, further tax and other analysis in respect of the assets and liabilities to be transferred and employee consultation procedures. Further information on the Proposed Transfers generally can be found at the following address: http://www.investors.rbs.com/RBS_NV. The Proposed Transfers are consistent with The Royal Bank of Scotland Group plc’s efforts to simplify its structure, thereby reducing risk, cost and complexity.

It was also announced that it was expected that the Proposed Transfers would be implemented on a phased basis over a period ending 31 December 2013 and that a large part of the Proposed Transfers, including the transfers of certain securities issued by RBS N.V., was expected to have taken place by the end of 2012. Where available and practicable, statutory transfer schemes have been used to implement the Proposed Transfers.

One statutory scheme used to implement the Proposed Transfers was the implementation of a banking business transfer scheme in respect of eligible business carried on in the United Kingdom by RBS N.V. pursuant to Part VII of the UK Financial Services and Markets Act 2000 (the “**Part VII Scheme**”). The Part VII Scheme took effect on 17 October 2011.

Another statutory scheme was used to transfer to RBS plc a substantial part of the business conducted by RBS N.V. in The Netherlands as well as in certain other EMEA branches of RBS N.V. That transfer was effected by way of a Dutch statutory demerger (the “**Demerger**”) of the RBS N.V. transferring businesses to RBS II B.V. (a Dutch company licensed as a bank in The Netherlands that had been established specifically for the purposes of the Dutch Scheme), followed by the merger of

RBS II B.V. into RBS plc by way of a cross-border merger (together with the Demerger, the “**Dutch Scheme**”). The Dutch Scheme was implemented on 10 September 2012.

This Substitution is a continuation of the Proposed Transfers.

EFFECT OF SUBSTITUTION

Upon the Effective Date, certain amendments and modifications to the terms and conditions of the Securities arising out of or in connection with the Substitution shall take effect, as set out in a Deed of Substitution to be executed by RBS plc and RBS N.V. on or before the Effective Date (the “**Deed of Substitution**”). The Deed of Substitution will be executed substantially in the form attached as Annex A to this notice.

On and from the Effective Date:

- RBS plc will become the issuer of the Securities with regard to any and all rights, obligations and liabilities under and in connection with the Securities, and accordingly it shall be entitled to all the rights, and subject to all the liabilities and obligations, on the part of the issuer contained in them; and
- RBS N.V. will be released from all its obligations and liabilities, in its capacity as issuer of the Securities, contained in the Securities.

Capitalised terms not defined in this notice shall have the same meaning as in the terms and conditions of the relevant Securities.

Annex A

[FORM OF DEED OF SUBSTITUTION]

Deed of Substitution

This Deed of Substitution (this “**Deed**”) is made on [Date] by The Royal Bank of Scotland N.V. (“**RBS N.V.**”), a company incorporated in The Netherlands with its statutory seat in Amsterdam, and The Royal Bank of Scotland plc (“**RBS plc**”), a company incorporated in Scotland.

Whereas:

- (A) In respect of each series of securities issued by RBS N.V. which are listed in the Schedule hereto (the “**Securities**”), RBS N.V. has notified the holders of the Securities (the “**Holders**”) through a notice dated 12 November 2012 that it intends to substitute RBS plc as issuer of the Securities in place of RBS N.V. under the contractual substitution right granted in General Condition 8(a) of the Securities (the “**Substitution**”).
- (B) The purpose of this Deed is to:
 - (i) effect the Substitution on 13 December 2012 (the “**Effective Date**”); and
 - (ii) make certain amendments and modifications (the “**Amendments**”) to the Conditions (defined below) arising out of or in connection with the Substitution.
- (C) Each of RBS N.V. and RBS plc are of the view that the Amendments (which term excludes, for the avoidance of doubt, the Substitution itself) are of a formal, minor or technical nature or are otherwise not materially prejudicial to the interests of the Holders.
- (D) References in this Deed to the “**Securities**” include any global security representing the Securities and other expressions defined in the Securities (including the Conditions (defined below)) shall have the same meaning in this Deed unless the context requires otherwise.

This Deed witnesses as follows:

- 1** RBS plc agrees that, with effect from and including the Effective Date, it shall be deemed to be the “**Issuer**” with regard to any and all rights, obligations and liabilities under and in connection with the Securities, and accordingly it shall be entitled to all the rights, and subject to all the liabilities, on the part of RBS N.V. contained in them.
- 2** With effect from and including the Effective Date, RBS N.V. is released from all its obligations and liabilities, in its capacity as issuer of the Securities, contained in the Securities.
- 3** With effect from and including the Effective Date, the terms and conditions of the Securities (as completed and otherwise modified by the Final Terms in respect of such Securities, the “**Conditions**”) are amended as follows:
 - 3.1** in respect of each Series of Securities issued on or after 9 November 2011, in accordance with the Substitution Conditions;
 - 3.2** in respect of each Series of Securities issued prior to 9 November 2011, as follows:
 - 3.2.1** any reference (however worded and whether express or implied) in the General Conditions or the relevant Product Conditions to:
 - (i) RBS N.V. (or any former name of RBS N.V.) shall, unless the context requires that a reference also continues to be made to RBS N.V. (or any former name

of RBS N.V.), be construed as a reference to RBS plc and any reference to RBS N.V.'s company registration and contact details shall be substituted by a reference to RBS plc's company registration and contact details or such contact details as RBS plc shall direct;

- (ii) any director, officer, representative or employee of RBS N.V., shall be construed as a reference to the directors, officers, representatives or employees of RBS plc or to such director, officer, representative or employee of RBS plc as RBS plc may nominate for that purpose;
- (iii) a rate, charge, tariff or scale of fees or to terms or conditions published, determined, ascertained, varied or amended from time to time by RBS N.V. shall afford to RBS plc the same right under the General Conditions and/or the relevant Product Conditions as RBS N.V. had to publish, determine, ascertain, vary or amend such rates, charges, tariffs, scales of fees, terms or conditions;
- (iv) "De Nederlandsche Bank" or "DNB" shall be construed as a reference to the Financial Services Authority (or such successor governmental department, regulatory authority or other official body from time to time exercising supervisory powers in relation to financial services in the United Kingdom) unless such reference relates to past consents, authorisations, approvals and/or decisions of DNB or the context requires otherwise; and
- (v) a website of RBS N.V. or the website "www.abnamro.com" shall be construed as a reference to the equivalent website of RBS plc;

3.2.2 where the General Conditions or relevant Product Conditions specify an event of default referable to:

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

or words or expressions to similar effect, such references shall instead be deemed to refer to the issuer becoming subject to (a) bank administration or bank insolvency under the United Kingdom Banking Act 2009 or (b) administration or liquidation under the United Kingdom Insolvency Act 1986, but shall be deemed to exclude any order or resolution for the solvent winding up solely for the purposes of a reconstruction, amalgamation, reorganisation, merger or consolidation in connection with which The Royal Bank of Scotland Group plc or any of its subsidiaries assumes the obligations of RBS plc as principal debtor in respect of the Securities;

3.2.3 where the General Conditions or relevant Product Conditions refer to the ability of the issuer to substitute another entity (a "**Substitute**") for itself as principal obligor under the relevant Security and it is a condition of such substitution that the obligation of the Substitute under the relevant Security be guaranteed by ABN AMRO Holding N.V. or RBS Holdings N.V., as the case may be (or the terms and conditions make substantially similar provision), such references to the provision of a guarantee by ABN AMRO Holding N.V. or RBS Holdings N.V., as the case may be, shall instead be deemed to refer to the provision of a guarantee by RBS plc;

3.2.4 where the General Conditions, Product Conditions or Form of Final Terms refer to:

- (i) RBS N.V. acting through “its London branch at 250 Bishopsgate, London EC2M 4AA” (or make substantially similar provision), such references shall be replaced by references to the Substitute acting through “its principal office at 250 Bishopsgate, London EC2M 4AA or its principal office in London for the time being”;
- (ii) RBS N.V. acting through “its principal office at Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands” or “its principal office at Gustav Mahlerlaan 350, 1082 ME Amsterdam, The Netherlands” (or make substantially similar provision), such references shall be replaced by references to RBS plc acting through “its Netherlands branch” or if such branch is not in existence, such references shall be made instead to RBS plc without reference to a branch; and
- (iii) “The Royal Bank of Scotland N.V., Amsterdam”, such references shall be replaced by references to “The Royal Bank of Scotland plc, Edinburgh”;

3.2.5 the General Conditions or relevant Product Conditions provide for payment of amounts (either on an ongoing basis or on maturity) equal to dividends paid or other distributions made on such reference assets (the “**Reference Distributions**”), net of withholding tax at a rate determined in accordance with the terms and conditions of the Securities, then where the General Conditions or the relevant Product Conditions:

- (i) provide for RBS N.V. as issuer to pay a “Dividend Amount” to Holders of such Securities; or
- (ii) provide for the amount payable on maturity to be adjusted for a “Notional Dividend Amount”,

and the amount of any such Dividend Amount or Notional Dividend Amount falls to be calculated net of any withholding tax applicable to the relevant Reference Distribution included within the computation of the Dividend Amount or Notional Dividend Amount at the rate provided for in the relevant Netherlands double tax treaty (whether because the General Conditions or the relevant Product Conditions specifically refer to the Netherlands tax treaty or to the rate provided for under “any relevant tax treaty”) or falls to be calculated net of an amount deemed by the issuer to be appropriate to reflect any tax deducted or payable by the relevant hedge holder in respect of the relevant Reference Distribution included within the computation of the Dividend Amount or Notional Dividend Amount, then:

- (a) to the extent that the Reference Distributions are subject to Dutch dividend withholding tax as a result of being paid by a Dutch resident company with a capital divided into shares, the terms and conditions, in so far as they concern withholding tax in respect of the Reference Distributions, shall be interpreted so that any such Dividend Amount or Notional Dividend Amount in respect of cash Reference Distributions which have a record date occurring after the Effective Date shall be calculated net of withholding tax at the rate that would be suffered if the Reference Distributions were paid to an entity treated as a taxpayer for Dutch corporate income tax purposes having regard to any tax credits or refunds for the purposes of Dutch corporate income tax under article 25, paragraph 1 of the Dutch Act on Corporate Taxation 1969 (Wet op de

vennootschapsbelasting 1969) (or any replacement legislation), but otherwise without regard to any other tax credits or refunds; and

- (b) in any other case, the terms and conditions, in so far as they concern withholding tax in respect of the Reference Distributions, shall be interpreted so that any such Dividend Amount or Notional Dividend Amount in respect of cash Reference Distributions which have a record date occurring after the Effective Date shall be calculated net of withholding tax at the rate provided for under whichever of the relevant United Kingdom tax treaty or the relevant Netherlands tax treaty provides for the lower rate of withholding tax;

3.2.6 in order to reflect the status of RBS plc for tax purposes while preserving, so far as reasonably practicable, the allocation of potential withholding tax costs in respect of payments by or on behalf of RBS N.V., the following amendments shall be made:

- (i) where the General Conditions or relevant Product Conditions provide for any payments made by or on behalf of the issuer in respect of such security to be made without withholding or deduction for or on account of any Taxes of any description imposed or levied by or on behalf of The Netherlands (or any political subdivision or Tax Authority thereof or therein having power to tax) unless such withholding or deduction is required to be made by law (or make substantially similar provision), references therein to “The Netherlands” shall be interpreted as references to “the United Kingdom” or, in the case of Securities which are attributable to the Netherlands branch of RBS plc for Dutch tax purposes, as references to “the United Kingdom or The Netherlands”;
- (ii) where the General Conditions or relevant Product Conditions provide for the issuer to pay additional amounts in the event that any withholding or deduction for or on account of any taxes imposed or levied by or on behalf of The Netherlands (or any political subdivision or tax authority thereof or therein having power to tax) is required by law to be made in respect of payments by or on behalf of RBS N.V.(or make substantially similar provision), references therein to “The Netherlands” shall be interpreted as references to “the United Kingdom” or, in the case of Securities which are attributable to the Netherlands branch of RBS plc for Dutch tax purposes, as references to “the United Kingdom or The Netherlands”;
- (iii) for the avoidance of doubt, the provisions of sub-section 3.2.6(ii) above shall apply to references to “The Netherlands” in any exclusion from the scope of the issuer’s obligation to pay additional amounts; and
- (iv) where the General Conditions or relevant Product Conditions contain a right for RBS N.V. to redeem such security in a case where RBS N.V. has or will become obliged to pay additional amounts of the type referred to in sub-section 3.2.6(ii) above as a result of any change in, or amendment to, the laws or regulations of The Netherlands (or any political subdivision or tax authority thereof or therein having power to tax) and/or any change in the general application or official interpretation of such laws or regulations (or make substantially similar provision), references therein to “The Netherlands” shall be interpreted as references to “the United Kingdom” or, in the case of Securities which are attributable to the Netherlands branch of RBS plc for

Dutch tax purposes, as references to “the United Kingdom or The Netherlands”.

- 4** RBS plc agrees that the benefit of the undertakings and the covenants binding upon it contained in this Deed shall be for the benefit of each and every Holder and each Holder shall be entitled severally to enforce such obligations against RBS plc. The Contracts (Rights of Third Parties) Act 1999 shall apply to this Deed for the benefit of each and every Holder.
- 5** This Deed is available for inspection at the offices of RBS plc, in its capacity as Principal Agent, at 250 Bishopsgate, London EC2M 4AA and RBS plc hereby acknowledges the right of every Holder to the production of a copy of this Deed upon request and payment of the expenses incurred in connection therewith.
- 6** RBS plc may, without the consent of the Holders or any of them, modify any provision of this Deed 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.
- 7** This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 8** The courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with this Deed and accordingly any legal action or proceedings arising out of or in connection with this Deed (“**Proceedings**”) may be brought in such courts. RBS plc irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This clause is for the benefit of each of the Holders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

Schedule

[LIST OF SECURITIES TO BE TRANSFERRED (THE SECURITIES LISTED IN THE NOTICE OF 12 NOVEMBER 2012)]

In witness whereof this Deed is delivered as a Deed on the date stated at the beginning.

THE ROYAL BANK OF SCOTLAND N.V. by

[insert name of individual] acting under a power of attorney in [his/her] favour dated *[insert date of Power of Attorney]* at *[insert place of signature of document]* on *[Insert Date]*

in the presence of:

.....

Signature of Witness:

Full name:

Address:

EXECUTED as a **DEED** by
THE ROYAL BANK OF
SCOTLAND PLC acting by

}

Authorised signatory

Witnessed by

Annex B

LIST OF SECURITIES SUBJECT TO SUBSTITUTION

ISIN	WKN	Valoren
NL0009059641		10499596
NL0009059658		10499614
NL0009059666		10499621
NL0009059674		10499630
NL0009060912		10559535
NL0009061068		10601167
NL0009061076		10602708
NL0009061084		10601921
NL0009061092		10602752
NL0009061100		10602348
NL0009258607	AA6N7X	10684857
NL0009258631	AA6N71	10684877
NL0009258938	AA6PBN	10690537
NL0009259183	AA6PBG	10696972
NL0009259225	AA6PA8	10696941
NL0009259399	AA6PAQ	10711487
NL0009259449	AA6PAX	10713341
NL0009261064	AA6PGK	10721187
NL0009261080	AA6PGM	10721205
NL0009261445	AA6N4T	10742565
NL0009261726	AA6PK4	10762035
NL0009262674		10812885
NL0009262682		10812884
NL0009262955	AA6PRP	10810861
NL0009262997	AA6PRX	10810885
NL0009263748	AA6PUQ	10850963
NL0009263813		10385559
NL0009263821		10385560
NL0009263839		10385561
NL0009263847		10385562
NL0009263854		10385563
NL0009263862		10872166
NL0009263870		10872152
NL0009287606		10730061
NL0009288075		10771204
NL0009288083		10773938
NL0009288091		10774146
NL0009288109		10774268
NL0009288117		10774351
NL0009333301		10942378
NL0009335587		11026976
NL0009336213		11061909
NL0009338011		11112261
NL0009339704		11013922
NL0009339712		11013923
NL0009339720		11013924
NL0009339738		11013925

ISIN	WKN	Valoren
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NL0009459874		11357667
NL0009476936		11377006
NL0009478197		11392972
NL0009491208		11295730
NL0009491216		11295731
NL0009491224		11295732
NL0009491232		11295733
NL0009493519		11295752
NL0009514223		11532232
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NL0009553700		11703391
NL0009558519		11731496
NL0009560325		11753943
NL0009622497		11913017
NL0009663640		12124724
NL0009664333		12144108
NL0009669019		12170523
NL0009671197		12175568
NL0009671205		12175569
NL0009671213		12175570
NL0009671221		12175571
NL0009671239		12175572
NL0009677277		12222263
NL0009678168		12242157
NL0009679117		12260366
NL0009683770		12366978
NL0009694256		12454445
NL0009696202		12506898
NL0009697523		12546388
NL0009700251		12626612
NL0009702695		12695489
NL0009703248		12715133
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NL0009745736		12606498
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NL0009753045		12908443
NL0009754076		
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NL0009755073		12938579
NL0009789957		12986418
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NL0009794494		13039572

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NL0009811439		12986075
NL0009811447		12986077
NL0009811454		12986078
NL0009811462		12986079
NL0009811470		12986080
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NL0009844851		13362175
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NL0009859453		13504815
NL0009859461		13504816
NL0009859503		13504820
NL0009859511		13504821
NL0009859537		13504823
NL0009866292		13595974
NL0009867035		13608030
NL0009867100		13608037
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NL0009875202		13727046
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NL0009875236		13727049
NL0009875244		13727050
NL0009875251		13727051
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NL0009893023		13760724
NL0009896273		13795230
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NL0009900232		13858183
NL0009937184		13925125
NL0009938349		13939770
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NL0009972496		14039535
NL0009972546		14039533
NL0009973064		14049972
NL0009973122		14049971
NL0009974054		14070020

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NL0009988807		14191823
NL0009990456		14216494
NL0009990522		14228787
NL0009990530		14228786
NL0009990738		14246053
NL0009991181		14309805
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NL0010009205		14367920
NL0010009213		14367917
NL0010009221		14367923
NL0010009288		14380921
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NL0010010518		14432402
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NL0010011060		14480974
NL0010011078		14480976
NL0010011102		14489429
NL0010011136		14489420
NL0010011151		14489423
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NL0010011979		14588754
NL0010011987		14588757
NL0010012050		14604764
NL0010012076		14604759
NL0010012126		14611492
NL0010012241		14650732
NL0010012266		14650779
NL0010012274		14650868
NL0010012399		14668446
NL0010012407		14668447
NL0010012449		14670460
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ISIN	WKN	Valoren
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NL0010013041		14827828
NL0010013108		14827834
NL0010013199		14849104
NL0010013272		14868985
NL0010013470		14891998
NL0010013496		14892000
NL0010013769		14952354
NL0010014007		14988405
NL0010014080		14997702
NL0010014106		18004289
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NL0010014544		18103038
NL0010014817		18140759
NL0010015061		18206370
NL0010015079		18206371
NL0010015368		18262537
NL0010015574		18337473
NL0010015707		18368093
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NL0010122784		18417665
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NL0010123154		18466136
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NL0010123873		18588737
NL0010123972		18608403
NL0010123998		18616352
NL0010124012		18616354
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ISIN	WKN	Valoren
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