
FINAL TERMS

DATED 26 MAY 2010

The Royal Bank of Scotland N.V.
(incorporated in The Netherlands with its statutory seat in Amsterdam)

1,000,000 FTSE MIB INDEX MINI FUTURE LONG CERTIFICATES

INDICATIVE ISSUE PRICE: EUR 0.108

1,000,000 FTSE MIB INDEX MINI FUTURE LONG CERTIFICATES

INDICATIVE ISSUE PRICE: EUR 0.118

1,000,000 FTSE MIB INDEX MINI FUTURE LONG CERTIFICATES

INDICATIVE ISSUE PRICE: EUR 0.138

1,000,000 EURO STOXX 50® MINI FUTURE LONG CERTIFICATES

INDICATIVE ISSUE PRICE: EUR 0.289

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT) OR THE SECURITIES LAWS OF ANY STATE OR POLITICAL SUBDIVISION OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON, EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO THE REQUIREMENTS OF THE SECURITIES ACT AND ANY APPLICABLE U.S. STATE SECURITIES LAWS. THE SECURITIES ARE BEING OFFERED AND SOLD ONLY: (i) OUTSIDE THE UNITED STATES TO PERSONS OTHER THAN U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) IN OFFSHORE TRANSACTIONS THAT MEET THE REQUIREMENTS OF REGULATION S UNDER THE SECURITIES ACT; AND (ii) ONLY WITH RESPECT TO THE EQUITY CERTIFICATES (AS DEFINED HEREIN) IN REGISTERED FORM TO U.S. PERSONS WHO ARE "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A OF THE SECURITIES ACT). FURTHERMORE, TRADING IN THE SECURITIES HAS NOT BEEN APPROVED BY THE UNITED STATES COMMODITY FUTURES TRADING COMMISSION UNDER THE UNITED STATES COMMODITY EXCHANGE ACT, AS AMENDED AND NO U.S. PERSON MAY AT ANY TIME TRADE OR MAINTAIN A POSITION IN THE SECURITIES.

These Final Terms, the Certificates Base Prospectus, as supplemented from time to time and any additional information with regard to FTSE MIB Index Mini Future Long Certificates, EURO STOXX 50® Mini Future Long Certificates shall be published on the Issuer's website: www.rbsbank.it/markets

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 Securities described herein (the "relevant Product Conditions") as set forth in the Base Prospectus relating to Certificates dated 1 July 2009 (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 Securities s 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 Securities 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 office of the Issuer at 250 Bishopsgate, London EC2M 4AA, United Kingdom 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 Securities described herein and will be attached to any Global Security representing each such Series of the Securities. 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), Financial Supervisory Authority (FIN-FSA), the Danish Financial Services Authority (Finanstilsynet), the Swedish Financial Supervisory Authority, the Czech National Bank (CNB) and Comisia Nationala a Valorilor Mobiliare (CNVM) 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 (i) the Issuer, (ii) the Calculation Agent, see "Risk Factors – Actions taken by the Calculation Agent may affect the Underlying" and "Risk Factors – Actions taken by the Issuer may affect the value of the Securities" in the Base Prospectus and (iii) the third party distributors) involved in the issue of the Certificates has an interest material to the offer.

Issuer:	The Royal Bank of Scotland 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:	Monte Titoli S.p.A, Euroclear Bank S.A./N.V. as operator of the Euroclear system, Clearstream Banking, société anonyme
Form of the Securities:	Dematerialised Form
Launch Date:	27 May 2010
Subscription Period:	Not Applicable
As, if and when issued trading:	Not Applicable
Issue Date:	27 May 2010
Listing:	Italian Stock Exchange (Sedex)
Listing Date:	The Issue Date or as soon as practicable thereafter
Pricing Date:	Not Applicable
Admission to Trading:	Application will be made for the Securities to be admitted to trading on the Italian Stock Exchange (SeDeX) with effect from the Listing Date
Announcements to Holders:	Delivered to Borsa Italiana S.p.A for delivery to the market
Principal Agent:	The Royal Bank of Scotland N.V., London branch, 250 Bishopsgate, London EC2M 4AA, United Kingdom
Registrar:	None
Agent(s):	BNP Paribas Milan
Calculation Agent:	The Royal Bank of Scotland N.V., London branch, 250 Bishopsgate, London EC2M 4AA, United Kingdom
Indication of Yield:	Not Applicable

INDEX EXPRESS CERTIFICATES

Series:	FTSE MIB Index Mini Future Long Certificates
Issue Price:	EUR 0.108 (Indicative)
Additional Market Disruption Events:	None
Basket:	Not Applicable
Business Day:	As stated in Product Condition 1
Calculation Period:	As stated in Product Condition 1
Cash Amount:	<p>The amount determined by the Calculation Agent in accordance with the following formula, provided that the Cash Amount shall not be less than zero:</p> $(Final\ Reference\ Price - Current\ Strike\ Level) \times Entitlement$ <p>The Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards</p> <p>Where:</p> <p>“Final Exchange Rate” means the Exchange Rate published by the European Central Bank on the Valuation Date, Termination Date or Issuer Call Date, as applicable, at or around 14:15 Central European Time and quoted on Reuters page ECB37 and the website www.ecb.int</p>
Certificate:	Not Applicable
Current Barrier Level:	<p>As stated in Product Condition 1 and rounded upwards to the next whole unit in the Underlying Currency. The Current Barrier Level on the Launch Date shall be EUR 17,646 and shall be recalculated on each Reset Date, starting from the first Reset Date following the Listing Date</p> <p>The Current Barrier Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Barrier Level becomes effective</p>
Current Premium:	2%
Current Spread:	2.5%
Current Strike Level:	<p>Subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) determined by the Calculation Agent, on each Exchange Business Day, in accordance with the following formula:</p> <p>(a) the Current Strike Level on the previous Exchange Business Day; plus</p>

(b) Funding Cost; and minus

(c) Notional Dividend Amounts.

The Current Strike Level will be rounded to the nearest whole unit in the Underlying Currency, 0.5 being rounded upwards. The Current Strike Level on the Launch Date shall be 17,300 and shall be recalculated on each Exchange Business Day, starting from the Exchange Business Day following the Listing Date

The Current Strike Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00 p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Strike Level becomes effective

Early Termination Amount:

The amount determined by the Calculation Agent in accordance with the following formula, provided that the Early Termination Amount shall not be less than zero:

$$(\text{Early Termination Reference Price} - \text{Current Strike Level on the Termination Date}) \times \text{Entitlement}$$

The Early Termination Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards

Where:

“Early Termination Reference Price” means, subject to any adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) as determined by or on behalf of the Calculation Agent to be the lowest level of the Index on the Termination Date; and

“Termination Date” means the date on which the Early Termination Event occurs in the determination of the Calculation Agent

Early Termination Date:

Not Applicable

Early Termination Event:

Occurs if, in the determination of the Calculation Agent and subject to any adjustment in accordance with Product Condition 4, the Reference Price is equal to or lower than the Current Barrier Level on any Trading Day from (and including) the Listing Date to (and excluding) the Valuation Date, or Issuer Call Date, if applicable (other than a time at which there is a Market Disruption Event)

Where:

“Reference Price” means an amount (which shall be deemed to be a monetary value in the Underlying Currency) equal to the level of the Index at any 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) 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
Emerging Market Disruption Events:	As stated in Product Condition 1
Entitlement:	0.0001
Exchange Business Day:	Any day that is (or but for the occurrence of a Market Disruption Event would have been) a trading day on the Italian Stock Exchange, or any successor to that exchange, other than a day on which trading on the Exchange is scheduled to close prior to its regular weekday closing time
Exercise Date:	31 March 2020
Express Long:	Applicable
Express Short:	Not Applicable
Final Reference Price:	The Reference Price at the Valuation Time on the Valuation Date or the Issuer Call Date, as the case may be
Funding Cost:	As stated in Product Condition 1
Index:	FTSE MIB Index (Bloomberg code: FTSEMIB)
Initial Reference Price:	Not Applicable
Interest:	Not Applicable
Interest Amount:	Not Applicable
Interest Payment Dates:	Not Applicable
Interest Period:	Not Applicable
Interest Rate:	Not Applicable
Interest Rate Day Count Fraction:	Not Applicable
Issuer Call:	Applicable
Issuer Call Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Issuer Call Cash Amount shall not be less than zero: $(Final\ Reference\ Price - Current\ Strike\ Level) \times Entitlement$ The Issuer Call Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards
Issuer Call Commencement Date:	The first Business Day immediately following the one year period from (and including) the Launch Date
Issuer Call Notice Period:	One calendar month
Launch Date:	27 May 2010
Notional Dividend Amount:	Not Applicable
Notional Dividend Period:	Not Applicable

Pricing Date(s):	Not Applicable
Relevant Currency:	As stated in Product Condition 1
Relevant Number of Trading Days:	For the purposes of: Early Termination Date: Not Applicable Valuation Date: 5, or in respect of an Emerging Market Disruption Event only, 180 Issuer Call Date: 5, or in respect of an Emerging Market Disruption Event only, 180
Reset Date:	As stated in Product Condition 1, on the 15th day of each calendar month
Settlement Currency:	EUR
Settlement Date:	Means (i) the sixth Business Day following the Termination Date if an Early Termination Event has occurred, (ii) the third Business Day following the Issuer Call Date if an Issuer Call has occurred and otherwise (iii) the third Business Day following the Valuation Date
Standard Currency:	As stated in Product Condition 1
Underlying Currency:	EUR
Valuation Date(s):	The Exercise Date
Valuation Time:	The time with reference to which the Index Sponsor calculates the "opening-auction price" of each Share that comprises the relevant Index on the Exchange
Amendments to General Conditions and/or Product Conditions:	<p>(A)(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";</p> <p>(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,";</p> <p>(3) General Condition 5(b)(i) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(4) General Condition 5(b)(ii) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(5) General Condition 5(b)(iv) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(6) General Condition 5(b)(v) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(7) 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";</p> <p>(8) General Condition 5(d) is deleted and replaced with the words: "Intentionally left blank";</p>

(9) General Condition 7(a) (ii) (iii) and (iv) are deleted and replaced with the words: "Intentionally left blank";

(10) 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, or the non-receipt of such notice will not affect the validity of any such modification.";

(11) General Condition 8 is deleted in its entirety and replaced with the following:

"SUBSTITUTION: (a) Substitution of Issuer. The Issuer may at any time without the consent of the Holders substitute for itself as issuer of the Securities with regard to any and all rights, obligations and liabilities under and in connection with the Securities: (A) The Royal Bank of Scotland plc, registered in Scotland under No. 90312, with its registered office at 36 St Andrew Square, Edinburgh EH2 2YB, ("**RBS**" or the "**Substitute**") subject to 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; or (B) any entity being any subsidiary or affiliate of RBS other than RBS (also, the "**Substitute**"), subject to: (i) 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; and (ii) the Issuer or RBS having issued a legal, valid and binding guarantee of the obligations and liabilities of the Substitute under the Securities for the benefit of each and any of the Holders; and in each case (A) and (B) subject to 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. 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.";

(12) Product Conditions - Relating to Express Certificates are amended by deleting Product Condition 4(d) in its entirety and replacing it with the following: "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 or calculations, the Calculation Agent shall act at all times in good faith and a commercially reasonable manner, with an aim of neutralising the distorting effects of such event."

(13) Product Conditions - Relating to Index Express Certificates are amended by deleting the definition of "Prevailing Rate" from Product Condition 1 in its entirety and replacing it with the following:

"Prevailing Rate" means the rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits in the Underlying Currency in the inter-bank market for each Calculation Period, by reference to the overnight LIBOR rate as published on Bloomberg page: BBAM and if no such page reference exists, such other page reference as the Calculation Agent determines or such other sources as the Calculation Agent may reasonably determine to be appropriate at such time;"

(14) 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 the Index, any day on which the Index Sponsor should calculate and publish the relevant level of the Index according to its rules;"

(15) Product Conditions - Relating to Index Express Certificates are amended by deleting Product Condition 3(d) in its entirety and replacing it with the following:

"Cash Settlement. Upon exercise, termination pursuant to an Issuer Call or following an Early Termination Event, in respect of each Security, a Holder shall receive, from the Issuer, on the Settlement Date either:

(i) The Cash Amount; or

(ii) The Issuer Call Cash Amount, following an Issuer Call; or

(iii) The Early Termination Amount, following an Early Termination Event.";

(16) Product Conditions - Relating to Index Express Certificates, Product Condition 3(i) is deleted and replaced with the words: "Intentionally left blank";

(17) Product Conditions - Relating to Index Express Certificates, Product Condition 3(j) is deleted and replaced with the words: "Intentionally left blank";

(18) Product Conditions - Relating to Index Express Certificates, Product Condition 3(k) 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 Notice";

(19) Product Conditions - Relating to Index Express Certificates, Product Condition 3(l) is deleted and replaced with the words: "Intentionally left blank";

(20) Product Conditions - Relating to Index Express Certificates, Product Condition 3(m) is deleted and replaced with the words: "Intentionally left blank"; and

(21) Product Conditions - Relating to Index Express Certificates, the definition of Market Disruption Event in Product Condition 4(a) is amended by deleting from the first sentence the words "that ends at the official close" and replacing them with the words "starting from the official opening".

(B) "Renunciation of payment of the Cash Amount and Issuer Call Cash Amount"

The Holder has the right to renounce receipt of the Cash Amount and the Issuer Call Cash Amount from the Issuer. The declaration of renunciation (the "Dichiarazione di Rinuncia") to renounce receipt of the Cash Amount or Issuer Call Cash Amount, executed according to the attached Annex A to the Final Terms and containing all the key characteristics of the FTSE MIB Index Mini Future Long Certificates (to specify the relevant Series of Securities), must be sent by fax by 10:00 a.m. Milan time on the Valuation Date or Issuer Call Date, as applicable.

Amendments to the Offering Procedure for the Securities:

None

ISIN:

NL0009462225

Common Code:

Not Applicable

Fondscod:

Not Applicable

WKN:

Not Applicable

Other Securities Code:

Not Applicable

Sales Restriction:

The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended ("**Securities Act**") and the Securities may not be exercised, offered, sold, transferred or delivered within the United States or to, or for the account or benefit of, any U.S. person as defined in Regulation S under the Securities Act. Furthermore, trading in the Securities has not been approved by the United States Commodity Futures Trading Commission under the United States Commodity

Exchange Act, as amended and no U.S. person may at any time trade or maintain a position in the Securities.

INFORMATION ON THE UNDERLYING

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

Index disclaimer(s):

Bloomberg code: FTSEMIB <INDEX>

Website: www.ftse.com and www.borsaitaliana.it

Italian Newspaper: Il Sole 24 Ore

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ADDITIONAL INFORMATION

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Final Terms and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Certificates and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective investors are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Certificates.

Pursuant to Article 67 of Presidential Decree No. 917 of 22 December 1986 and Legislative Decree No. 461 of 21 November 1997, as subsequently amended, where the Italian resident Certificateholder is (i) an individual not engaged in an entrepreneurial activity to which the Certificates are connected, (ii) a non commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, capital gains accrued under the sale or the exercise of the Certificates are subject to a 12.5 per cent substitute tax (*imposta sostitutiva*).

Particular provisions apply to Certificates held or managed by a qualified intermediary; the recipient may opt for two different tax regime: (1) under the "**risparmio amministrato**" regime, Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Certificates ; (2) under the "**risparmio gestito**" regime any capital gains realised by the Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Certificates, will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 12.5 per cent. substitute tax, to be paid by the managing authorised intermediary.

Where an Italian resident Certificateholder is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Certificates are effectively connected, capital gains arising from the Certificates will not be subject to *imposta sostitutiva*, but must be included in the relevant Certificateholder's income tax return and are therefore subject to Italian corporate tax.

Capital gains realised by non-Italian resident Certificateholders are not subject to Italian taxation, provided that the Certificates (i) are transferred on regulated markets, or (ii) if not transferred on regulated markets, are held outside of Italy.

It is worth noting that, in accordance with a different interpretation of current tax law, there is a remote possibility that the Certificates would be considered as 'atypical' securities pursuant to Article 8 of Law Decree No. 512 of

30 September 1983 as implemented by Law No. 649 of 25 November 1983. In this event, payments relating to Certificates may be subject to an Italian withholding tax, levied at the rate of 27 per cent. The 27 per cent. withholding tax mentioned above does not apply to payments made to a non-Italian resident Certificateholder and to an Italian resident Certificateholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (ii) a commercial partnership, or (iii) a commercial private or public institution.

Series:	FTSE MIB Index Mini Future Long Certificates
Issue Price:	EUR 0.118 (Indicative)
Additional Market Disruption Events:	None
Basket:	Not Applicable
Business Day:	As stated in Product Condition 1
Calculation Period:	As stated in Product Condition 1
Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Cash Amount shall not be less than zero: $(Final\ Reference\ Price - Current\ Strike\ Level) \times Entitlement$ <p>The Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards</p> <p>Where:</p> <p>“Final Exchange Rate” means the Exchange Rate published by the European Central Bank on the Valuation Date, Termination Date or Issuer Call Date, as applicable, at or around 14:15 Central European Time and quoted on Reuters page ECB37 and the website www.ecb.int</p>
Certificate:	Not Applicable
Current Barrier Level:	As stated in Product Condition 1 and rounded upwards to the next whole unit in the Underlying Currency. The Current Barrier Level on the Launch Date shall be EUR 17,544 and shall be recalculated on each Reset Date, starting from the first Reset Date following the Listing Date <p>The Current Barrier Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Barrier Level becomes effective</p>
Current Premium:	2%
Current Spread:	2.5%
Current Strike Level:	Subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) determined by the Calculation Agent, on each Exchange Business Day, in accordance with the following formula: <ul style="list-style-type: none"> (a) the Current Strike Level on the previous Exchange Business Day; plus (b) Funding Cost; and minus (c) Notional Dividend Amounts. <p>The Current Strike Level will be rounded to the nearest whole unit in the Underlying Currency, 0.5 being rounded upwards. The</p>

Current Strike Level on the Launch Date shall be 17,200 and shall be recalculated on each Exchange Business Day, starting from the Exchange Business Day following the Listing Date

The Current Strike Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00 p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Strike Level becomes effective

Early Termination Amount:

The amount determined by the Calculation Agent in accordance with the following formula, provided that the Early Termination Amount shall not be less than zero:

(Early Termination Reference Price - Current Strike Level on the Termination Date) x Entitlement

The Early Termination Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards

Where:

“Early Termination Reference Price” means, subject to any adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) as determined by or on behalf of the Calculation Agent to be the lowest level of the Index on the Termination Date; and

“Termination Date” means the date on which the Early Termination Event occurs in the determination of the Calculation Agent

Early Termination Date:

Not Applicable

Early Termination Event:

Occurs if, in the determination of the Calculation Agent and subject to any adjustment in accordance with Product Condition 4, the Reference Price is equal to or lower than the Current Barrier Level on any Trading Day from (and including) the Listing Date to (and excluding) the Valuation Date, or Issuer Call Date, if applicable (other than a time at which there is a Market Disruption Event)

Where:

“Reference Price” means an amount (which shall be deemed to be a monetary value in the Underlying Currency) equal to the level of the Index at any 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) 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
Emerging Market Disruption Events:	As stated in Product Condition 1
Entitlement:	0.0001
Exchange Business Day:	Any day that is (or but for the occurrence of a Market Disruption Event would have been) a trading day on the Italian Stock Exchange, or any successor to that exchange, other than a day on which trading on the Exchange is scheduled to close prior to its regular weekday closing time
Exercise Date:	31 March 2020
Express Long:	Applicable
Express Short:	Not Applicable
Final Reference Price:	The Reference Price at the Valuation Time on the Valuation Date or the Issuer Call Date, as the case may be
Funding Cost:	As stated in Product Condition 1
Index:	FTSE MIB Index (Bloomberg code: FTSEMIB)
Initial Reference Price:	Not Applicable
Interest:	Not Applicable
Interest Amount:	Not Applicable
Interest Payment Dates:	Not Applicable
Interest Period:	Not Applicable
Interest Rate:	Not Applicable
Interest Rate Day Count Fraction:	Not Applicable
Issuer Call:	Applicable
Issuer Call Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Issuer Call Cash Amount shall not be less than zero: $(Final\ Reference\ Price - Current\ Strike\ Level) \times Entitlement$ <p>The Issuer Call Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards</p>
Issuer Call Commencement Date:	The first Business Day immediately following the one year period from (and including) the Launch Date
Issuer Call Notice Period:	One calendar month
Launch Date:	27 May 2010
Notional Dividend Amount:	Not Applicable
Notional Dividend Period:	Not Applicable
Pricing Date(s):	Not Applicable
Relevant Currency:	As stated in Product Condition 1
Relevant Number of Trading Days:	For the purposes of: Early Termination Date: Not Applicable

	Valuation Date: 5, or in respect of an Emerging Market Disruption Event only, 180
	Issuer Call Date: 5, or in respect of an Emerging Market Disruption Event only, 180
Reset Date:	As stated in Product Condition 1, on the 15th day of each calendar month
Settlement Currency:	EUR
Settlement Date:	Means (i) the sixth Business Day following the Termination Date if an Early Termination Event has occurred, (ii) the third Business Day following the Issuer Call Date if an Issuer Call has occurred and otherwise (iii) the third Business Day following the Valuation Date
Standard Currency:	As stated in Product Condition 1
Underlying Currency:	EUR
Valuation Date(s):	The Exercise Date
Valuation Time:	The time with reference to which the Index Sponsor calculates the "opening-auction price" of each Share that comprises the relevant Index on the Exchange
Amendments to General Conditions and/or Product Conditions:	<p>(A)(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";</p> <p>(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,";</p> <p>(3) General Condition 5(b)(i) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(4) General Condition 5(b)(ii) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(5) General Condition 5(b)(iv) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(6) General Condition 5(b)(v) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(7) 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";</p> <p>(8) General Condition 5(d) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(9) General Condition 7(a) (ii) (iii) and (iv) are deleted and replaced with the words: "Intentionally left blank";</p> <p>(10) General Condition 7(b) is deleted in its entirety and replaced with the following:</p>

"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, or the non-receipt of such notice will not affect the validity of any such modification.";

(11) General Condition 8 is deleted in its entirety and replaced with the following:

"SUBSTITUTION: (a) Substitution of Issuer. The Issuer may at any time without the consent of the Holders substitute for itself as issuer of the Securities with regard to any and all rights, obligations and liabilities under and in connection with the Securities: (A) The Royal Bank of Scotland plc, registered in Scotland under No. 90312, with its registered office at 36 St Andrew Square, Edinburgh EH2 2YB, ("**RBS**" or the "**Substitute**") subject to 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; or (B) any entity being any subsidiary or affiliate of RBS other than RBS (also, the "**Substitute**"), subject to: (i) 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; and (ii) the Issuer or RBS having issued a legal, valid and binding guarantee of the obligations and liabilities of the Substitute under the Securities for the benefit of each and any of the Holders; and in each case (A) and (B) subject to 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. 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.";

(12) Product Conditions - Relating to Express Certificates are amended by deleting Product Condition 4(d) in its entirety and replacing it with the following: "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 or calculations, the Calculation Agent shall act at all times in good faith and a commercially reasonable manner, with an aim of neutralising the distorting effects of such event."

(13) Product Conditions - Relating to Index Express Certificates are amended by deleting the definition of "Prevailing Rate" from Product Condition 1 in its entirety and replacing it with the following:

"Prevailing Rate" means the rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits in the Underlying Currency in the inter-bank market for each Calculation Period, by reference to the overnight LIBOR rate as published on Bloomberg page: BBAM and if no such page reference exists, such other page reference as the Calculation Agent determines or such other sources as the Calculation Agent may reasonably determine to be appropriate at such time;"

(14) 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 the Index, any day on which the Index Sponsor should calculate and publish the relevant level of the Index according to its rules;"

(15) Product Conditions - Relating to Index Express Certificates are amended by deleting Product Condition 3(d) in its entirety and replacing it with the following:

"Cash Settlement. Upon exercise, termination pursuant to an Issuer Call or following an Early Termination Event, in respect of each Security, a Holder shall receive, from the Issuer, on the Settlement Date either:

- (i) The Cash Amount; or
- (ii) The Issuer Call Cash Amount, following an Issuer Call; or
- (iii) The Early Termination Amount, following an Early Termination Event.";

(16) Product Conditions - Relating to Index Express Certificates, Product Condition 3(i) is deleted and replaced with the words: "Intentionally left blank";

(17) Product Conditions - Relating to Index Express Certificates, Product Condition 3(j) is deleted and replaced with the words: "Intentionally left blank";

(18) Product Conditions - Relating to Index Express Certificates, Product Condition 3(k) 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 Notice";

(19) Product Conditions - Relating to Index Express Certificates, Product Condition 3(l) is deleted and replaced with the words: "Intentionally left blank";

(20) Product Conditions - Relating to Index Express Certificates, Product Condition 3(m) is deleted and replaced with the words: "Intentionally left blank"; and

(21) Product Conditions - Relating to Index Express Certificates, the definition of Market Disruption Event in Product Condition 4(a) is amended by deleting from the first sentence the words "that ends at the official close" and replacing them with the words "starting from the official opening".

(B) "Renunciation of payment of the Cash Amount and Issuer Call Cash Amount"

The Holder has the right to renounce receipt of the Cash Amount and the Issuer Call Cash Amount from the Issuer. The declaration of renunciation (the "Dichiarazione di Rinuncia") to renounce receipt of the Cash Amount or Issuer Call Cash Amount, executed according to the attached Annex A to the Final Terms and containing all the key characteristics of the FTSE MIB Index Mini Future Long Certificates (to specify the relevant Series of Securities), must be sent by fax by 10:00 a.m. Milan time on the Valuation Date or Issuer Call Date, as applicable.

Amendments to the Offering Procedure for the Securities:

None

ISIN:

NL0009462233

Common Code:

Not Applicable

Fondscod:

Not Applicable

WKN:

Not Applicable

Other Securities Code:

Not Applicable

Sales Restriction:

The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended ("**Securities Act**") and the Securities may not be exercised, offered, sold, transferred or delivered within the United States or to, or for the account or benefit of, any U.S. person as defined in Regulation S under the Securities Act. Furthermore, trading in the Securities has not been approved by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended and no U.S. person may at any time trade or maintain a position in the Securities.

INFORMATION ON THE UNDERLYING

Page where information about the past and future performance of the

Bloomberg code: FTSEMIB <INDEX>

Website: www.ftse.com and www.borsaitaliana.it

Underlying and its volatility can be obtained:

Index disclaimer(s):

Italian Newspaper: Il Sole 24 Ore

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ADDITIONAL INFORMATION

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Final Terms and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Certificates and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective investors are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Certificates.

Pursuant to Article 67 of Presidential Decree No. 917 of 22 December 1986 and Legislative Decree No. 461 of 21 November 1997, as subsequently amended, where the Italian resident Certificateholder is (i) an individual not engaged in an entrepreneurial activity to which the Certificates are connected, (ii) a non commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, capital gains accrued under the sale or the exercise of the Certificates are subject to a 12.5 per cent substitute tax (*imposta sostitutiva*).

Particular provisions apply to Certificates held or managed by a qualified intermediary; the recipient may opt for two different tax regime: (1) under the "**risparmio amministrato**" regime, Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Certificates ; (2) under the "**risparmio gestito**" regime any capital gains realised by the Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Certificates, will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 12.5 per cent. substitute tax, to be paid by the managing authorised intermediary.

Where an Italian resident Certificateholder is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Certificates are effectively connected, capital gains arising from the Certificates will not be subject to *imposta sostitutiva*, but must be included in the relevant Certificateholder's income tax return and are therefore subject to Italian corporate tax.

Capital gains realised by non-Italian resident Certificateholders are not subject to Italian taxation, provided that the Certificates (i) are transferred on regulated markets, or (ii) if not transferred on regulated markets, are held outside of Italy.

It is worth noting that, in accordance with a different interpretation of current tax law, there is a remote possibility that the Certificates would be considered as 'atypical' securities pursuant to Article 8 of Law Decree No. 512 of

30 September 1983 as implemented by Law No. 649 of 25 November 1983. In this event, payments relating to Certificates may be subject to an Italian withholding tax, levied at the rate of 27 per cent. The 27 per cent. withholding tax mentioned above does not apply to payments made to a non-Italian resident Certificateholder and to an Italian resident Certificateholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (ii) a commercial partnership, or (iii) a commercial private or public institution.

Series:	FTSE MIB Index Mini Future Long Certificates
Issue Price:	EUR 0.138 (Indicative)
Additional Market Disruption Events:	None
Basket:	Not Applicable
Business Day:	As stated in Product Condition 1
Calculation Period:	As stated in Product Condition 1
Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Cash Amount shall not be less than zero: $(Final\ Reference\ Price - Current\ Strike\ Level) \times Entitlement$ <p>The Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards</p> <p>Where:</p> <p>“Final Exchange Rate” means the Exchange Rate published by the European Central Bank on the Valuation Date, Termination Date or Issuer Call Date, as applicable, at or around 14:15 Central European Time and quoted on Reuters page ECB37 and the website www.ecb.int</p>
Certificate:	Not Applicable
Current Barrier Level:	As stated in Product Condition 1 and rounded upwards to the next whole unit in the Underlying Currency. The Current Barrier Level on the Launch Date shall be EUR 17,340 and shall be recalculated on each Reset Date, starting from the first Reset Date following the Listing Date <p>The Current Barrier Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Barrier Level becomes effective</p>
Current Premium:	2%
Current Spread:	2.5%
Current Strike Level:	Subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) determined by the Calculation Agent, on each Exchange Business Day, in accordance with the following formula: <ul style="list-style-type: none"> (a) the Current Strike Level on the previous Exchange Business Day; plus (b) Funding Cost; and minus (c) Notional Dividend Amounts. <p>The Current Strike Level will be rounded to the nearest whole unit in the Underlying Currency, 0.5 being rounded upwards. The</p>

Current Strike Level on the Launch Date shall be 17,000 and shall be recalculated on each Exchange Business Day, starting from the Exchange Business Day following the Listing Date

The Current Strike Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00 p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Strike Level becomes effective

Early Termination Amount:

The amount determined by the Calculation Agent in accordance with the following formula, provided that the Early Termination Amount shall not be less than zero:

(Early Termination Reference Price - Current Strike Level on the Termination Date) x Entitlement

The Early Termination Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards

Where:

“Early Termination Reference Price” means, subject to any adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) as determined by or on behalf of the Calculation Agent to be the lowest level of the Index on the Termination Date; and

“Termination Date” means the date on which the Early Termination Event occurs in the determination of the Calculation Agent

Early Termination Date:

Not Applicable

Early Termination Event:

Occurs if, in the determination of the Calculation Agent and subject to any adjustment in accordance with Product Condition 4, the Reference Price is equal to or lower than the Current Barrier Level on any Trading Day from (and including) the Listing Date to (and excluding) the Valuation Date, or Issuer Call Date, if applicable (other than a time at which there is a Market Disruption Event)

Where:

“Reference Price” means an amount (which shall be deemed to be a monetary value in the Underlying Currency) equal to the level of the Index at any 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) 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
Emerging Market Disruption Events:	As stated in Product Condition 1
Entitlement:	0.0001
Exchange Business Day:	Any day that is (or but for the occurrence of a Market Disruption Event would have been) a trading day on the Italian Stock Exchange, or any successor to that exchange, other than a day on which trading on the Exchange is scheduled to close prior to its regular weekday closing time
Exercise Date:	31 March 2020
Express Long:	Applicable
Express Short:	Not Applicable
Final Reference Price:	The Reference Price at the Valuation Time on the Valuation Date or the Issuer Call Date, as the case may be
Funding Cost:	As stated in Product Condition 1
Index:	FTSE MIB Index (Bloomberg code: FTSEMIB)
Initial Reference Price:	Not Applicable
Interest:	Not Applicable
Interest Amount:	Not Applicable
Interest Payment Dates:	Not Applicable
Interest Period:	Not Applicable
Interest Rate:	Not Applicable
Interest Rate Day Count Fraction:	Not Applicable
Issuer Call:	Applicable
Issuer Call Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Issuer Call Cash Amount shall not be less than zero: $(Final\ Reference\ Price - Current\ Strike\ Level) \times Entitlement$ The Issuer Call Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards
Issuer Call Commencement Date:	The first Business Day immediately following the one year period from (and including) the Launch Date
Issuer Call Notice Period:	One calendar month
Launch Date:	27 May 2010
Notional Dividend Amount:	Not Applicable
Notional Dividend Period:	Not Applicable
Pricing Date(s):	Not Applicable
Relevant Currency:	As stated in Product Condition 1
Relevant Number of Trading Days:	For the purposes of: Early Termination Date: Not Applicable

	Valuation Date: 5, or in respect of an Emerging Market Disruption Event only, 180
	Issuer Call Date: 5, or in respect of an Emerging Market Disruption Event only, 180
Reset Date:	As stated in Product Condition 1, on the 15th day of each calendar month
Settlement Currency:	EUR
Settlement Date:	Means (i) the sixth Business Day following the Termination Date if an Early Termination Event has occurred, (ii) the third Business Day following the Issuer Call Date if an Issuer Call has occurred and otherwise (iii) the third Business Day following the Valuation Date
Standard Currency:	As stated in Product Condition 1
Underlying Currency:	EUR
Valuation Date(s):	The Exercise Date
Valuation Time:	The time with reference to which the Index Sponsor calculates the "opening-auction price" of each Share that comprises the relevant Index on the Exchange
Amendments to General Conditions and/or Product Conditions:	<p>(A)(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";</p> <p>(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,";</p> <p>(3) General Condition 5(b)(i) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(4) General Condition 5(b)(ii) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(5) General Condition 5(b)(iv) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(6) General Condition 5(b)(v) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(7) 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";</p> <p>(8) General Condition 5(d) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(9) General Condition 7(a) (ii) (iii) and (iv) are deleted and replaced with the words: "Intentionally left blank";</p> <p>(10) General Condition 7(b) is deleted in its entirety and replaced with the following:</p>

"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, or the non-receipt of such notice will not affect the validity of any such modification.";

(11) General Condition 8 is deleted in its entirety and replaced with the following:

"SUBSTITUTION: (a) Substitution of Issuer. The Issuer may at any time without the consent of the Holders substitute for itself as issuer of the Securities with regard to any and all rights, obligations and liabilities under and in connection with the Securities: (A) The Royal Bank of Scotland plc, registered in Scotland under No. 90312, with its registered office at 36 St Andrew Square, Edinburgh EH2 2YB, ("**RBS**" or the "**Substitute**") subject to 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; or (B) any entity being any subsidiary or affiliate of RBS other than RBS (also, the "**Substitute**"), subject to: (i) 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; and (ii) the Issuer or RBS having issued a legal, valid and binding guarantee of the obligations and liabilities of the Substitute under the Securities for the benefit of each and any of the Holders; and in each case (A) and (B) subject to 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. 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.";

(12) Product Conditions - Relating to Express Certificates are amended by deleting Product Condition 4(d) in its entirety and replacing it with the following: "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 or calculations, the Calculation Agent shall act at all times in good faith and a commercially reasonable manner, with an aim of neutralising the distorting effects of such event."

(13) Product Conditions - Relating to Index Express Certificates are amended by deleting the definition of "Prevailing Rate" from Product Condition 1 in its entirety and replacing it with the following:

"Prevailing Rate" means the rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits in the Underlying Currency in the inter-bank market for each Calculation Period, by reference to the overnight LIBOR rate as published on Bloomberg page: BBAM and if no such page reference exists, such other page reference as the Calculation Agent determines or such other sources as the Calculation Agent may reasonably determine to be appropriate at such time;"

(14) 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 the Index, any day on which the Index Sponsor should calculate and publish the relevant level of the Index according to its rules;"

(15) Product Conditions - Relating to Index Express Certificates are amended by deleting Product Condition 3(d) in its entirety and replacing it with the following:

"Cash Settlement. Upon exercise, termination pursuant to an Issuer Call or following an Early Termination Event, in respect of each Security, a Holder shall receive, from the Issuer, on the Settlement Date either:

- (i) The Cash Amount; or
- (ii) The Issuer Call Cash Amount, following an Issuer Call; or
- (iii) The Early Termination Amount, following an Early Termination Event.";

(16) Product Conditions - Relating to Index Express Certificates, Product Condition 3(i) is deleted and replaced with the words: "Intentionally left blank";

(17) Product Conditions - Relating to Index Express Certificates, Product Condition 3(j) is deleted and replaced with the words: "Intentionally left blank";

(18) Product Conditions - Relating to Index Express Certificates, Product Condition 3(k) 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 Notice";

(19) Product Conditions - Relating to Index Express Certificates, Product Condition 3(l) is deleted and replaced with the words: "Intentionally left blank";

(20) Product Conditions - Relating to Index Express Certificates, Product Condition 3(m) is deleted and replaced with the words: "Intentionally left blank"; and

(21) Product Conditions - Relating to Index Express Certificates, the definition of Market Disruption Event in Product Condition 4(a) is amended by deleting from the first sentence the words "that ends at the official close" and replacing them with the words "starting from the official opening".

(B) "Renunciation of payment of the Cash Amount and Issuer Call Cash Amount"

The Holder has the right to renounce receipt of the Cash Amount and the Issuer Call Cash Amount from the Issuer. The declaration of renunciation (the "Dichiarazione di Rinuncia") to renounce receipt of the Cash Amount or Issuer Call Cash Amount, executed according to the attached Annex A to the Final Terms and containing all the key characteristics of the FTSE MIB Index Mini Future Long Certificates (to specify the relevant Series of Securities), must be sent by fax by 10:00 a.m. Milan time on the Valuation Date or Issuer Call Date, as applicable.

Amendments to the Offering Procedure for the Securities:

None

ISIN:

NL0009462241

Common Code:

Not Applicable

Fondscod:

Not Applicable

WKN:

Not Applicable

Other Securities Code:

Not Applicable

Sales Restriction:

The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended ("**Securities Act**") and the Securities may not be exercised, offered, sold, transferred or delivered within the United States or to, or for the account or benefit of, any U.S. person as defined in Regulation S under the Securities Act. Furthermore, trading in the Securities has not been approved by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended and no U.S. person may at any time trade or maintain a position in the Securities.

INFORMATION ON THE UNDERLYING

Page where information about the past and future performance of the

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Underlying and its volatility can be obtained:

Index disclaimer(s):

Italian Newspaper: Il Sole 24 Ore

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ADDITIONAL INFORMATION

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Final Terms and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Certificates and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective investors are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Certificates.

Pursuant to Article 67 of Presidential Decree No. 917 of 22 December 1986 and Legislative Decree No. 461 of 21 November 1997, as subsequently amended, where the Italian resident Certificateholder is (i) an individual not engaged in an entrepreneurial activity to which the Certificates are connected, (ii) a non commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, capital gains accrued under the sale or the exercise of the Certificates are subject to a 12.5 per cent substitute tax (*imposta sostitutiva*).

Particular provisions apply to Certificates held or managed by a qualified intermediary; the recipient may opt for two different tax regime: (1) under the "**risparmio amministrato**" regime, Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Certificates ; (2) under the "**risparmio gestito**" regime any capital gains realised by the Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Certificates, will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 12.5 per cent. substitute tax, to be paid by the managing authorised intermediary.

Where an Italian resident Certificateholder is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Certificates are effectively connected, capital gains arising from the Certificates will not be subject to *imposta sostitutiva*, but must be included in the relevant Certificateholder's income tax return and are therefore subject to Italian corporate tax.

Capital gains realised by non-Italian resident Certificateholders are not subject to Italian taxation, provided that the Certificates (i) are transferred on regulated markets, or (ii) if not transferred on regulated markets, are held outside of Italy.

It is worth noting that, in accordance with a different interpretation of current tax law, there is a remote possibility that the Certificates would be considered as 'atypical' securities pursuant to Article 8 of Law Decree No. 512 of

30 September 1983 as implemented by Law No. 649 of 25 November 1983. In this event, payments relating to Certificates may be subject to an Italian withholding tax, levied at the rate of 27 per cent. The 27 per cent. withholding tax mentioned above does not apply to payments made to a non-Italian resident Certificateholder and to an Italian resident Certificateholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (ii) a commercial partnership, or (iii) a commercial private or public institution.

Series:	EURO STOXX 50® Mini Future Long Certificates
Issue Price:	EUR 0.289 (Indicative)
Additional Market Disruption Events:	None
Basket:	Not Applicable
Business Day:	As stated in Product Condition 1
Calculation Period:	As stated in Product Condition 1
Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Cash Amount shall not be less than zero: $(Final\ Reference\ Price - Current\ Strike\ Level) \times Entitlement$ <p>The Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards</p> <p>Where:</p> <p>“Final Exchange Rate” means the Exchange Rate published by the European Central Bank on the Valuation Date, Termination Date or Issuer Call Date, as applicable, at or around 14:15 Central European Time and quoted on Reuters page ECB37 and the website www.ecb.int</p>
Certificate:	Not Applicable
Current Barrier Level:	As stated in Product Condition 1 and rounded upwards to the next whole unit in the Underlying Currency. The Current Barrier Level on the Launch Date shall be EUR 2,266 and shall be recalculated on each Reset Date, starting from the first Reset Date following the Listing Date <p>The Current Barrier Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Barrier Level becomes effective</p>
Current Premium:	3%
Current Spread:	2%
Current Strike Level:	Subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) determined by the Calculation Agent, on each Exchange Business Day, in accordance with the following formula: <ul style="list-style-type: none"> (a) the Current Strike Level on the previous Exchange Business Day; plus (b) Funding Cost; and minus (c) Notional Dividend Amounts. <p>The Current Strike Level will be rounded to the nearest whole unit in the Underlying Currency, 0.5 being rounded upwards. The</p>

Current Strike Level on the Launch Date shall be 2,200 and shall be recalculated on each Exchange Business Day, starting from the Exchange Business Day following the Listing Date

The Current Strike Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00 p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Strike Level becomes effective

Early Termination Amount:

The amount determined by the Calculation Agent in accordance with the following formula, provided that the Early Termination Amount shall not be less than zero:

(Early Termination Reference Price - Current Strike Level
on the Termination Date) x Entitlement

The Early Termination Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards

Where:

“Early Termination Reference Price” means, subject to any adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) as determined by or on behalf of the Calculation Agent to be the lowest level of the Index on the Termination Date; and

“Termination Date” means the date on which the Early Termination Event occurs in the determination of the Calculation Agent

Early Termination Date:

Not Applicable

Early Termination Event:

Occurs if, in the determination of the Calculation Agent and subject to any adjustment in accordance with Product Condition 4, the Reference Price is equal to or lower than the Current Barrier Level on any Trading Day from (and including) the Listing Date to (and excluding) the Valuation Date, or Issuer Call Date, if applicable (other than a time at which there is a Market Disruption Event)

Where:

“Reference Price” means an amount (which shall be deemed to be a monetary value in the Underlying Currency) equal to the level of the Index at any 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) 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
Emerging Market Disruption Events:	As stated in Product Condition 1
Entitlement:	0.001
Exchange Business Day:	Any day that is (or but for the occurrence of a Market Disruption Event would have been) a trading day on the Italian Stock Exchange, or any successor to that exchange, other than a day on which trading on the Exchange is scheduled to close prior to its regular weekday closing time
Exercise Date:	31 March 2020
Express Long:	Applicable
Express Short:	Not Applicable
Final Reference Price:	The Reference Price at the Valuation Time on the Valuation Date or the Issuer Call Date, as the case may be
Funding Cost:	As stated in Product Condition 1
Index:	EURO STOXX 50® (Bloomberg code: SX5E)
Initial Reference Price:	Not Applicable
Interest:	Not Applicable
Interest Amount:	Not Applicable
Interest Payment Dates:	Not Applicable
Interest Period:	Not Applicable
Interest Rate:	Not Applicable
Interest Rate Day Count Fraction:	Not Applicable
Issuer Call:	Applicable
Issuer Call Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Issuer Call Cash Amount shall not be less than zero: $(Final\ Reference\ Price - Current\ Strike\ Level) \times Entitlement$ The Issuer Call Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards
Issuer Call Commencement Date:	The first Business Day immediately following the one year period from (and including) the Launch Date
Issuer Call Notice Period:	One calendar month
Launch Date:	27 May 2010
Notional Dividend Amount:	Not Applicable
Notional Dividend Period:	Not Applicable
Pricing Date(s):	Not Applicable
Relevant Currency:	As stated in Product Condition 1
Relevant Number of Trading Days:	For the purposes of: Early Termination Date: Not Applicable

	Valuation Date: 5, or in respect of an Emerging Market Disruption Event only, 180
	Issuer Call Date: 5, or in respect of an Emerging Market Disruption Event only, 180
Reset Date:	As stated in Product Condition 1, on the 15th day of each calendar month
Settlement Currency:	EUR
Settlement Date:	Means (i) the sixth Business Day following the Termination Date if an Early Termination Event has occurred, (ii) the third Business Day following the Issuer Call Date if an Issuer Call has occurred and otherwise (iii) the third Business Day following the Valuation Date
Standard Currency:	As stated in Product Condition 1
Underlying Currency:	EUR
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:	<p>(A)(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";</p> <p>(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,";</p> <p>(3) General Condition 5(b)(i) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(4) General Condition 5(b)(ii) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(5) General Condition 5(b)(iv) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(6) General Condition 5(b)(v) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(7) 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";</p> <p>(8) General Condition 5(d) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(9) General Condition 7(a) (ii) (iii) and (iv) are deleted and replaced with the words: "Intentionally left blank";</p> <p>(10) General Condition 7(b) is deleted in its entirety and replaced with the following:</p>

"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, or the non-receipt of such notice will not affect the validity of any such modification.";

(11) General Condition 8 is deleted in its entirety and replaced with the following:

"SUBSTITUTION: (a) Substitution of Issuer. The Issuer may at any time without the consent of the Holders substitute for itself as issuer of the Securities with regard to any and all rights, obligations and liabilities under and in connection with the Securities: (A) The Royal Bank of Scotland plc, registered in Scotland under No. 90312, with its registered office at 36 St Andrew Square, Edinburgh EH2 2YB, ("**RBS**" or the "**Substitute**") subject to 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; or (B) any entity being any subsidiary or affiliate of RBS other than RBS (also, the "**Substitute**"), subject to: (i) 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; and (ii) the Issuer or RBS having issued a legal, valid and binding guarantee of the obligations and liabilities of the Substitute under the Securities for the benefit of each and any of the Holders; and in each case (A) and (B) subject to 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. 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.";

(12) Product Conditions - Relating to Express Certificates are amended by deleting Product Condition 4(d) in its entirety and replacing it with the following: "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 or calculations, the Calculation Agent shall act at all times in good faith and a commercially reasonable manner, with an aim of neutralising the distorting effects of such event."

(13) Product Conditions - Relating to Index Express Certificates are amended by deleting the definition of "Prevailing Rate" from Product Condition 1 in its entirety and replacing it with the following:

"Prevailing Rate" means the rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits in the Underlying Currency in the inter-bank market for each Calculation Period, by reference to the overnight LIBOR rate as published on Bloomberg page: BBAM and if no such page reference exists, such other page reference as the Calculation Agent determines or such other sources as the Calculation Agent may reasonably determine to be appropriate at such time;"

(14) Product Conditions - Relating to Index Express Certificates are amended by deleting Product Condition 3(d) in its entirety and replacing it with the following:

"Cash Settlement. Upon exercise, termination pursuant to an Issuer Call or following an Early Termination Event, in respect of each Security, a Holder shall receive, from the Issuer, on the Settlement Date either:

- (i) The Cash Amount; or
- (ii) The Issuer Call Cash Amount, following an Issuer Call; or
- (iii) The Early Termination Amount, following an Early Termination Event.";

(15) Product Conditions - Relating to Index Express Certificates, Product Condition 3(i) is deleted and replaced with the words: "Intentionally left blank";

(16) Product Conditions - Relating to Index Express Certificates, Product Condition 3(j) is deleted and replaced with the words: "Intentionally left blank";

(17) Product Conditions - Relating to Index Express Certificates, Product Condition 3(k) 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 Notice";

(18) Product Conditions - Relating to Index Express Certificates, Product Condition 3(l) is deleted and replaced with the words: "Intentionally left blank"; and

(19) Product Conditions - Relating to Index Express Certificates, Product Condition 3(m) is deleted and replaced with the words: "Intentionally left blank".

(B) "Renunciation of payment of the Cash Amount and Issuer Call Cash Amount"

The Holder has the right to renounce receipt of the Cash Amount and the Issuer Call Cash Amount from the Issuer. The declaration of renunciation (the "Dichiarazione di Rinuncia") to renounce receipt of the Cash Amount or Issuer Call Cash Amount, executed according to the attached Annex B to the Final Terms and containing all the key characteristics of the EURO STOXX 50® Mini Future Long Certificates (to specify the relevant Series of Securities), must be sent by fax by 10:00 a.m. Milan time on the first Business Day following the Valuation Date or Issuer Call Date, as applicable.

Amendments to the Offering Procedure for the Securities:

None

ISIN:

NL0009476480

Common Code:

Not Applicable

Fondscodice:

Not Applicable

WKN:

Not Applicable

Other Securities Code:

Not Applicable

Sales Restriction:

The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended ("**Securities Act**") and the Securities may not be exercised, offered, sold, transferred or delivered within the United States or to, or for the account or benefit of, any U.S. person as defined in Regulation S under the Securities Act. Furthermore, trading in the Securities has not been approved by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended and no U.S. person may at any time trade or maintain a position in the Securities.

INFORMATION ON THE UNDERLYING

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

Bloomberg code: SX5E <INDEX>

Website: www.stoxx.com and www.borsaitaliana.it

Italian Newspaper: Il Sole 24 Ore

Index disclaimer(s):

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or liability for the administration, management or marketing of the Securities. Consider the needs of the Securities or the owners of the Securities in determining, composing or calculating the Euro Stoxx 50 Index® or have any obligation to do so. STOXX and Dow Jones will not have any liability in connection with Securities. 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 Securities, the owner of the Securities or any other person in connection with the use of the Euro STOXX 50 Index® and the data included in the Euro STOXX 50 Index®; The accuracy or completeness of the Euro STOXX 50 Index® and its data; The merchantability and the fitness for a particular purpose or use of the Euro STOXX 50 Index® and its data; STOXX and Dow Jones will have no liability for any errors, omissions or interruptions in the 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. The licensing agreement between the The Royal Bank of Scotland N.V. and STOXX is solely for their benefit and not for the benefit of the owner of the Securities or any other third parties.

ADDITIONAL INFORMATION

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Final Terms and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Certificates and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective investors are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Certificates.

Pursuant to Article 67 of Presidential Decree No. 917 of 22 December 1986 and Legislative Decree No. 461 of 21 November 1997, as subsequently amended, where the Italian resident Certificateholder is (i) an individual not engaged in an entrepreneurial activity to which the Certificates are connected, (ii) a non commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, capital gains accrued under the sale or the exercise of the Certificates are subject to a 12.5 per cent substitute tax (*imposta sostitutiva*).

Particular provisions apply to Certificates held or managed by a qualified intermediary; the recipient may opt for two different tax regime: (1) under the "**risparmio amministrato**" regime, Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Certificates ; (2) under the "**risparmio gestito**" regime any capital gains realised by the Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Certificates, will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 12.5 per cent. substitute tax, to be paid by the managing authorised intermediary.

Where an Italian resident Certificateholder is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Certificates are effectively connected, capital gains arising from the Certificates will not be subject to *imposta sostitutiva*, but must be included in the relevant Certificateholder's income tax return and are therefore subject to Italian corporate tax.

Capital gains realised by non-Italian resident Certificateholders are not subject to Italian taxation, provided that the Certificates (i) are transferred on regulated markets, or (ii) if not transferred on regulated markets, are held outside of Italy.

It is worth noting that, in accordance with a different interpretation of current tax law, there is a remote possibility that the Certificates would be considered as 'atypical' securities pursuant to Article 8 of Law Decree No. 512 of

30 September 1983 as implemented by Law No. 649 of 25 November 1983. In this event, payments relating to Certificates may be subject to an Italian withholding tax, levied at the rate of 27 per cent. The 27 per cent. withholding tax mentioned above does not apply to payments made to a non-Italian resident Certificateholder and to an Italian resident Certificateholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (ii) a commercial partnership, or (iii) a commercial private or public institution.

RESPONSIBILITY

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

Annex A

Modulo - Dichiarazione di rinuncia all'esercizio

(Facsimile)

"FTSE MIB INDEX MINI FUTURE LONG CERTIFICATES"

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:

The Royal Bank of Scotland N.V.

Att.ne di Mark Tyson/Valentina Milano

Tel.: +44 (0) 207 678 1543

Fax: + 44 (0) 207 678 1051

"FTSE MIB INDEX MINI FUTURE LONG CERTIFICATES" (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

Annex B

Modulo - Dichiarazione di rinuncia all'esercizio

(Facsimile)

"EURO STOXX 50® MINI FUTURE LONG CERTIFICATES"

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:

The Royal Bank of Scotland N.V.

Att.ne di Mark Tyson/Valentina Milano

Tel.: +44 (0) 207 678 1543

Fax: + 44 (0) 207 678 1051

"EURO STOXX 50® MINI FUTURE LONG CERTIFICATES" (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

FINAL TERMS

DATED 26 MAY 2010

The Royal Bank of Scotland N.V.
(incorporated in The Netherlands with its statutory seat in Amsterdam)

400,000 DAX® INDEX MINI FUTURE SHORT CERTIFICATES
INDICATIVE ISSUE PRICE: EUR 0.63
400,000 DAX® INDEX MINI FUTURE SHORT CERTIFICATES
INDICATIVE ISSUE PRICE: EUR 0.68
400,000 DAX® INDEX MINI FUTURE SHORT CERTIFICATES
INDICATIVE ISSUE PRICE: EUR 0.78
500,000 EURO STOXX 50® MINI FUTURE SHORT CERTIFICATES
INDICATIVE ISSUE PRICE: EUR 0.312
500,000 EURO STOXX 50® MINI FUTURE SHORT CERTIFICATES
INDICATIVE ISSUE PRICE: EUR 0.362
500,000 EURO STOXX 50® MINI FUTURE SHORT CERTIFICATES
INDICATIVE ISSUE PRICE: EUR 0.412
500,000 EURO STOXX 50® MINI FUTURE SHORT CERTIFICATES
INDICATIVE ISSUE PRICE: EUR 0.462

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT) OR THE SECURITIES LAWS OF ANY STATE OR POLITICAL SUBDIVISION OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON, EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO THE REQUIREMENTS OF THE SECURITIES ACT AND ANY APPLICABLE U.S. STATE SECURITIES LAWS. THE SECURITIES ARE BEING OFFERED AND SOLD ONLY: (i) OUTSIDE THE UNITED STATES TO PERSONS OTHER THAN U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) IN OFFSHORE TRANSACTIONS THAT MEET THE REQUIREMENTS OF REGULATION S UNDER THE SECURITIES ACT; AND (ii) ONLY WITH RESPECT TO THE EQUITY CERTIFICATES (AS DEFINED HEREIN) IN REGISTERED FORM TO U.S. PERSONS WHO ARE "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A OF THE SECURITIES ACT). FURTHERMORE, TRADING IN THE SECURITIES HAS NOT BEEN APPROVED BY THE UNITED STATES COMMODITY FUTURES TRADING COMMISSION UNDER THE UNITED STATES COMMODITY EXCHANGE ACT, AS AMENDED AND NO U.S. PERSON MAY AT ANY TIME TRADE OR MAINTAIN A POSITION IN THE SECURITIES.

These Final Terms, the Certificates Base Prospectus, as supplemented from time to time and any additional information with regard to DAX® Index Mini Future Short Certificates, EURO STOXX 50® Mini Future Short Certificates shall be published on the Issuer's website: www.rbsbank.it/markets

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 Securities described herein (the "relevant Product Conditions") as set forth in the Base Prospectus relating to Certificates dated 1 July 2009 (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 Securities s 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 Securities 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 office of the Issuer at 250 Bishopsgate, London EC2M 4AA, United Kingdom 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 Securities described herein and will be attached to any Global Security representing each such Series of the Securities. 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), Financial Supervisory Authority (FIN-FSA), the Danish Financial Services Authority (Finanstilsynet), the Swedish Financial Supervisory Authority, the Czech National Bank (CNB) and Comisia Nationala a Valorilor Mobiliare (CNVM) 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 (i) the Issuer, (ii) the Calculation Agent, see "Risk Factors – Actions taken by the Calculation Agent may affect the Underlying" and "Risk Factors – Actions taken by the Issuer may affect the value of the Securities" in the Base Prospectus and (iii) the third party distributors) involved in the issue of the Certificates has an interest material to the offer.

Issuer:	The Royal Bank of Scotland 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:	Monte Titoli S.p.A, Euroclear Bank S.A./N.V. as operator of the Euroclear system, Clearstream Banking, société anonyme
Form of the Securities:	Dematerialised Form
Launch Date:	27 May 2010
Subscription Period:	Not Applicable
As, if and when issued trading:	Not Applicable
Issue Date:	27 May 2010
Listing:	Italian Stock Exchange (Sedex)
Listing Date:	The Issue Date or as soon as practicable thereafter
Pricing Date:	Not Applicable
Admission to Trading:	Application will be made for the Securities to be admitted to trading on the Italian Stock Exchange (SeDeX) with effect from the Listing Date
Announcements to Holders:	Delivered to Borsa Italiana S.p.A for delivery to the market
Principal Agent:	The Royal Bank of Scotland N.V., London branch, 250 Bishopsgate, London EC2M 4AA, United Kingdom
Registrar:	None
Agent(s):	BNP Paribas Milan
Calculation Agent:	The Royal Bank of Scotland N.V., London branch, 250 Bishopsgate, London EC2M 4AA, United Kingdom
Indication of Yield:	Not Applicable

INDEX EXPRESS CERTIFICATES

Series:	DAX® Index Mini Future Short Certificates
Issue Price:	EUR 0.63 (Indicative)
Additional Market Disruption Events:	None
Basket:	Not Applicable
Business Day:	As stated in Product Condition 1
Calculation Period:	As stated in Product Condition 1
Cash Amount:	<p>The amount determined by the Calculation Agent in accordance with the following formula, provided that the Cash Amount shall not be less than zero:</p> $(\text{Current Strike Level} - \text{Final Reference Price}) \times \text{Entitlement}$ <p>The Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards</p> <p>Where:</p> <p>“Final Exchange Rate” means the Exchange Rate published by the European Central Bank on the Valuation Date, Termination Date or Issuer Call Date, as applicable, at or around 14:15 Central European Time and quoted on Reuters page ECB37 and the website www.ecb.int</p>
Certificate:	Not Applicable
Current Barrier Level:	<p>As stated in Product Condition 1 and rounded downwards to the next whole unit in the Underlying Currency. The Current Barrier Level on the Launch Date shall be EUR 6,174 and shall be recalculated on each Reset Date, starting from the first Reset Date following the Listing Date</p> <p>The Current Barrier Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Barrier Level becomes effective</p>
Current Premium:	2%
Current Spread:	2%
Current Strike Level:	<p>Subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) determined by the Calculation Agent, on each Exchange Business Day, in accordance with the following formula:</p> <p>(a) the Current Strike Level on the previous Exchange Business Day; plus</p>

(b) Funding Cost; and minus

(c) Notional Dividend Amounts.

The Current Strike Level will be rounded to the nearest whole unit in the Underlying Currency, 0.5 being rounded upwards. The Current Strike Level on the Launch Date shall be 6,300 and shall be recalculated on each Exchange Business Day, starting from the Exchange Business Day following the Listing Date

The Current Strike Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00 p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Strike Level becomes effective

Early Termination Amount:

The amount determined by the Calculation Agent in accordance with the following formula, provided that the Early Termination Amount shall not be less than zero:

$$(\text{Current Strike Level on the Termination Date} - \text{Early Termination Reference Price}) \times \text{Entitlement}$$

The Early Termination Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards

Where:

“Early Termination Reference Price” means, subject to any adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) as determined by or on behalf of the Calculation Agent to be the highest level of the Index on the Termination Date; and

“Termination Date” means the date on which the Early Termination Event occurs in the determination of the Calculation Agent

Early Termination Date:

Not Applicable

Early Termination Event:

Occurs if, in the determination of the Calculation Agent and subject to any adjustment in accordance with Product Condition 4, the Reference Price is equal to or greater than the Current Barrier Level on any Trading Day from (and including) the Listing Date to (and excluding) the Valuation Date, or Issuer Call Date, if applicable (other than a time at which there is a Market Disruption Event)

Where:

“Reference Price” means an amount (which shall be deemed to be a monetary value in the Underlying Currency) equal to the level of the Index at any 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) 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
Emerging Market Disruption Events:	As stated in Product Condition 1
Entitlement:	0.001
Exchange Business Day:	Any day that is (or but for the occurrence of a Market Disruption Event would have been) a trading day on the Italian Stock Exchange, or any successor to that exchange, other than a day on which trading on the Exchange is scheduled to close prior to its regular weekday closing time
Exercise Date:	31 March 2020
Express Long:	Not Applicable
Express Short:	Applicable
Final Reference Price:	The Reference Price at the Valuation Time on the Valuation Date or the Issuer Call Date, as the case may be
Funding Cost:	As stated in Product Condition 1
Index:	DAX® Index (Bloomberg code: DAX)
Initial Reference Price:	Not Applicable
Interest:	Not Applicable
Interest Amount:	Not Applicable
Interest Payment Dates:	Not Applicable
Interest Period:	Not Applicable
Interest Rate:	Not Applicable
Interest Rate Day Count Fraction:	Not Applicable
Issuer Call:	Applicable
Issuer Call Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Issuer Call Cash Amount shall not be less than zero: $(\text{Current Strike Level} - \text{Final Reference Price}) \times \text{Entitlement}$ The Issuer Call Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards
Issuer Call Commencement Date:	The first Business Day immediately following the one year period from (and including) the Launch Date
Issuer Call Notice Period:	One calendar month
Launch Date:	27 May 2010
Notional Dividend Amount:	Applicable
Notional Dividend Period:	As stated in Product Condition 1

Pricing Date(s):	Not Applicable
Relevant Currency:	As stated in Product Condition 1
Relevant Number of Trading Days:	For the purposes of: Early Termination Date: Not Applicable Valuation Date: 5, or in respect of an Emerging Market Disruption Event only, 180 Issuer Call Date: 5, or in respect of an Emerging Market Disruption Event only, 180
Reset Date:	As stated in Product Condition 1, on the 15th day of each calendar month
Settlement Currency:	EUR
Settlement Date:	Means (i) the sixth Business Day following the Termination Date if an Early Termination Event has occurred, (ii) the third Business Day following the Issuer Call Date if an Issuer Call has occurred and otherwise (iii) the third Business Day following the Valuation Date
Standard Currency:	As stated in Product Condition 1
Underlying Currency:	EUR
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:	<p>(A)(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";</p> <p>(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,";</p> <p>(3) General Condition 5(b)(i) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(4) General Condition 5(b)(ii) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(5) General Condition 5(b)(iv) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(6) General Condition 5(b)(v) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(7) 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";</p> <p>(8) General Condition 5(d) is deleted and replaced with the words: "Intentionally left blank";</p>

(9) General Condition 7(a) (ii) (iii) and (iv) are deleted and replaced with the words: "Intentionally left blank";

(10) 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, or the non-receipt of such notice will not affect the validity of any such modification.";

(11) General Condition 8 is deleted in its entirety and replaced with the following:

"SUBSTITUTION: (a) Substitution of Issuer. The Issuer may at any time without the consent of the Holders substitute for itself as issuer of the Securities with regard to any and all rights, obligations and liabilities under and in connection with the Securities: (A) The Royal Bank of Scotland plc, registered in Scotland under No. 90312, with its registered office at 36 St Andrew Square, Edinburgh EH2 2YB, ("**RBS**" or the "**Substitute**") subject to 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; or (B) any entity being any subsidiary or affiliate of RBS other than RBS (also, the "**Substitute**"), subject to: (i) 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; and (ii) the Issuer or RBS having issued a legal, valid and binding guarantee of the obligations and liabilities of the Substitute under the Securities for the benefit of each and any of the Holders; and in each case (A) and (B) subject to 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. 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.";

(12) Product Conditions - Relating to Express Certificates are amended by deleting Product Condition 4(d) in its entirety and replacing it with the following: "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 or calculations, the Calculation Agent shall act at all times in good faith and a commercially reasonable manner, with an aim of neutralising the distorting effects of such event."

(13) Product Conditions - Relating to Index Express Certificates are amended by deleting the definition of "Prevailing Rate" from Product Condition 1 in its entirety and replacing it with the following:

"Prevailing Rate" means the rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits in the Underlying Currency in the inter-bank market for each Calculation Period, by reference to the overnight LIBOR rate as published on Bloomberg page: BBAM and if no such page reference exists, such other page reference as the Calculation Agent determines or such other sources as the Calculation Agent may reasonably determine to be appropriate at such time;"

(14) Product Conditions - Relating to Index Express Certificates are amended by deleting Product Condition 3(d) in its entirety and replacing it with the following:

"Cash Settlement. Upon exercise, termination pursuant to an Issuer Call or following an Early Termination Event, in respect of each Security, a Holder shall receive, from the Issuer, on the Settlement Date either:

- (i) The Cash Amount; or
- (ii) The Issuer Call Cash Amount, following an Issuer Call; or
- (iii) The Early Termination Amount, following an Early Termination Event."

(15) Product Conditions - Relating to Index Express Certificates, Product Condition 3(i) is deleted and replaced with the words: "Intentionally left blank";

(16) Product Conditions - Relating to Index Express Certificates, Product Condition 3(j) is deleted and replaced with the words: "Intentionally left blank";

(17) Product Conditions - Relating to Index Express Certificates, Product Condition 3(k) 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 Notice";

(18) Product Conditions - Relating to Index Express Certificates, Product Condition 3(l) is deleted and replaced with the words: "Intentionally left blank"; and

(19) Product Conditions - Relating to Index Express Certificates, Product Condition 3(m) is deleted and replaced with the words: "Intentionally left blank".

(B) "Renunciation of payment of the Cash Amount and Issuer Call Cash Amount"

The Holder has the right to renounce receipt of the Cash Amount and the Issuer Call Cash Amount from the Issuer. The declaration of renunciation (the "Dichiarazione di Rinuncia") to renounce receipt of the Cash Amount or Issuer Call Cash Amount, executed according to the attached Annex A to the Final Terms and containing all the key characteristics of the DAX® Index Mini Future Short Certificates (to specify the relevant Series of Securities), must be sent by fax by 10:00 a.m. Milan time on the first Business Day following the Valuation Date or Issuer Call Date, as applicable.

Amendments to the Offering Procedure for the Securities:

None

ISIN:

NL0009476381

Common Code:

Not Applicable

Fondscod:

Not Applicable

WKN:

Not Applicable

Other Securities Code:

Not Applicable

Sales Restriction:

The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended ("**Securities Act**") and the Securities may not be exercised, offered, sold, transferred or delivered within the United States or to, or for the account or benefit of, any U.S. person as defined in Regulation S under the Securities Act. Furthermore, trading in the Securities has not been approved by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended and no U.S. person may at any time trade or maintain a position in the Securities.

INFORMATION ON THE UNDERLYING

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

Bloomberg code: DAX <INDEX>

Website: www.deutsche-boerse.com and www.borsaitaliana.it

Italian Newspaper: Il Sole 24 Ore

Index disclaimer(s):

This Security is neither sponsored nor promoted, distributed or in any other manner supported by Deutsche Börse AG (the "Licensor"). The Licensor does not give any explicit or implicit warranty or representation, neither regarding the results deriving from the use of the Index and/or Index Trademark nor regarding

the Index value at a certain point in time or on a certain date nor in any other respect. The Index is calculated and published by the Licensor. Nevertheless, as far as admissible under statutory law the Licensor will not be liable vis-à-vis third parties, including investors, to point out potential errors in the Index. Neither the publication of the Index by the Licensor nor the granting of a license regarding the Index as well as the Index Trademark for the utilisation in connection with the Security or other securities or financial products, which derived from the Index, represents a recommendation by the Licensor with respect to the attractiveness on an investment in this product. In its capacity as sole owner of all rights to the Index and the Index Trademark the Licensor has solely licensed to the The Royal Bank of Scotland N.V. of the Security the utilisation of the Index and the Index Trademark as well as any reference to the Index and the Index Trademark in connection with the Security.

ADDITIONAL INFORMATION

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Final Terms and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Certificates and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective investors are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Certificates.

Pursuant to Article 67 of Presidential Decree No. 917 of 22 December 1986 and Legislative Decree No. 461 of 21 November 1997, as subsequently amended, where the Italian resident Certificateholder is (i) an individual not engaged in an entrepreneurial activity to which the Certificates are connected, (ii) a non commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, capital gains accrued under the sale or the exercise of the Certificates are subject to a 12.5 per cent substitute tax (*imposta sostitutiva*).

Particular provisions apply to Certificates held or managed by a qualified intermediary; the recipient may opt for two different tax regime: (1) under the "**risparmio amministrato**" regime, Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Certificates ; (2) under the "**risparmio gestito**" regime any capital gains realised by the Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Certificates, will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 12.5 per cent. substitute tax, to be paid by the managing authorised intermediary.

Where an Italian resident Certificateholder is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Certificates are effectively connected, capital gains arising from the Certificates will not be subject to *imposta sostitutiva*, but must be included in the relevant Certificateholder's income tax return and are therefore subject to Italian corporate tax.

Capital gains realised by non-Italian resident Certificateholders are not subject to Italian taxation, provided that the Certificates (i) are transferred on regulated markets, or (ii) if not transferred on regulated markets, are held outside of Italy.

It is worth noting that, in accordance with a different interpretation of current tax law, there is a remote possibility that the Certificates would be considered as 'atypical' securities pursuant to Article 8 of Law Decree No. 512 of

30 September 1983 as implemented by Law No. 649 of 25 November 1983. In this event, payments relating to Certificates may be subject to an Italian withholding tax, levied at the rate of 27 per cent. The 27 per cent. withholding tax mentioned above does not apply to payments made to a non-Italian resident Certificateholder and to an Italian resident Certificateholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (ii) a commercial partnership, or (iii) a commercial private or public institution.

Series:	DAX® Index Mini Future Short Certificates
Issue Price:	EUR 0.68 (Indicative)
Additional Market Disruption Events:	None
Basket:	Not Applicable
Business Day:	As stated in Product Condition 1
Calculation Period:	As stated in Product Condition 1
Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ <p>The Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards</p> <p>Where:</p> <p>“Final Exchange Rate” means the Exchange Rate published by the European Central Bank on the Valuation Date, Termination Date or Issuer Call Date, as applicable, at or around 14:15 Central European Time and quoted on Reuters page ECB37 and the website www.ecb.int</p>
Certificate:	Not Applicable
Current Barrier Level:	As stated in Product Condition 1 and rounded downwards to the next whole unit in the Underlying Currency. The Current Barrier Level on the Launch Date shall be EUR 6,223 and shall be recalculated on each Reset Date, starting from the first Reset Date following the Listing Date <p>The Current Barrier Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Barrier Level becomes effective</p>
Current Premium:	2%
Current Spread:	2%
Current Strike Level:	Subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) determined by the Calculation Agent, on each Exchange Business Day, in accordance with the following formula: <ul style="list-style-type: none"> (a) the Current Strike Level on the previous Exchange Business Day; plus (b) Funding Cost; and minus (c) Notional Dividend Amounts. <p>The Current Strike Level will be rounded to the nearest whole unit in the Underlying Currency, 0.5 being rounded upwards. The</p>

Current Strike Level on the Launch Date shall be 6,350 and shall be recalculated on each Exchange Business Day, starting from the Exchange Business Day following the Listing Date

The Current Strike Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00 p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Strike Level becomes effective

Early Termination Amount:

The amount determined by the Calculation Agent in accordance with the following formula, provided that the Early Termination Amount shall not be less than zero:

(Current Strike Level on the Termination Date - Early Termination Reference Price) x Entitlement

The Early Termination Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards

Where:

“Early Termination Reference Price” means, subject to any adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) as determined by or on behalf of the Calculation Agent to be the highest level of the Index on the Termination Date; and

“Termination Date” means the date on which the Early Termination Event occurs in the determination of the Calculation Agent

Early Termination Date:

Not Applicable

Early Termination Event:

Occurs if, in the determination of the Calculation Agent and subject to any adjustment in accordance with Product Condition 4, the Reference Price is equal to or greater than the Current Barrier Level on any Trading Day from (and including) the Listing Date to (and excluding) the Valuation Date, or Issuer Call Date, if applicable (other than a time at which there is a Market Disruption Event)

Where:

“Reference Price” means an amount (which shall be deemed to be a monetary value in the Underlying Currency) equal to the level of the Index at any 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) 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
Emerging Market Disruption Events:	As stated in Product Condition 1
Entitlement:	0.001
Exchange Business Day:	Any day that is (or but for the occurrence of a Market Disruption Event would have been) a trading day on the Italian Stock Exchange, or any successor to that exchange, other than a day on which trading on the Exchange is scheduled to close prior to its regular weekday closing time
Exercise Date:	31 March 2020
Express Long:	Not Applicable
Express Short:	Applicable
Final Reference Price:	The Reference Price at the Valuation Time on the Valuation Date or the Issuer Call Date, as the case may be
Funding Cost:	As stated in Product Condition 1
Index:	DAX® Index (Bloomberg code: DAX)
Initial Reference Price:	Not Applicable
Interest:	Not Applicable
Interest Amount:	Not Applicable
Interest Payment Dates:	Not Applicable
Interest Period:	Not Applicable
Interest Rate:	Not Applicable
Interest Rate Day Count Fraction:	Not Applicable
Issuer Call:	Applicable
Issuer Call Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Issuer Call Cash Amount shall not be less than zero: $(\text{Current Strike Level} - \text{Final Reference Price}) \times \text{Entitlement}$ <p>The Issuer Call Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards</p>
Issuer Call Commencement Date:	The first Business Day immediately following the one year period from (and including) the Launch Date
Issuer Call Notice Period:	One calendar month
Launch Date:	27 May 2010
Notional Dividend Amount:	Applicable
Notional Dividend Period:	As stated in Product Condition 1
Pricing Date(s):	Not Applicable
Relevant Currency:	As stated in Product Condition 1
Relevant Number of Trading Days:	For the purposes of: Early Termination Date: Not Applicable

	Valuation Date: 5, or in respect of an Emerging Market Disruption Event only, 180
	Issuer Call Date: 5, or in respect of an Emerging Market Disruption Event only, 180
Reset Date:	As stated in Product Condition 1, on the 15th day of each calendar month
Settlement Currency:	EUR
Settlement Date:	Means (i) the sixth Business Day following the Termination Date if an Early Termination Event has occurred, (ii) the third Business Day following the Issuer Call Date if an Issuer Call has occurred and otherwise (iii) the third Business Day following the Valuation Date
Standard Currency:	As stated in Product Condition 1
Underlying Currency:	EUR
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:	<p>(A)(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";</p> <p>(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,";</p> <p>(3) General Condition 5(b)(i) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(4) General Condition 5(b)(ii) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(5) General Condition 5(b)(iv) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(6) General Condition 5(b)(v) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(7) 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";</p> <p>(8) General Condition 5(d) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(9) General Condition 7(a) (ii) (iii) and (iv) are deleted and replaced with the words: "Intentionally left blank";</p> <p>(10) General Condition 7(b) is deleted in its entirety and replaced with the following:</p>

"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, or the non-receipt of such notice will not affect the validity of any such modification.";

(11) General Condition 8 is deleted in its entirety and replaced with the following:

"SUBSTITUTION: (a) Substitution of Issuer. The Issuer may at any time without the consent of the Holders substitute for itself as issuer of the Securities with regard to any and all rights, obligations and liabilities under and in connection with the Securities: (A) The Royal Bank of Scotland plc, registered in Scotland under No. 90312, with its registered office at 36 St Andrew Square, Edinburgh EH2 2YB, ("**RBS**" or the "**Substitute**") subject to 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; or (B) any entity being any subsidiary or affiliate of RBS other than RBS (also, the "**Substitute**"), subject to: (i) 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; and (ii) the Issuer or RBS having issued a legal, valid and binding guarantee of the obligations and liabilities of the Substitute under the Securities for the benefit of each and any of the Holders; and in each case (A) and (B) subject to 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. 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.";

(12) Product Conditions - Relating to Express Certificates are amended by deleting Product Condition 4(d) in its entirety and replacing it with the following: "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 or calculations, the Calculation Agent shall act at all times in good faith and a commercially reasonable manner, with an aim of neutralising the distorting effects of such event."

(13) Product Conditions - Relating to Index Express Certificates are amended by deleting the definition of "Prevailing Rate" from Product Condition 1 in its entirety and replacing it with the following:

"Prevailing Rate" means the rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits in the Underlying Currency in the inter-bank market for each Calculation Period, by reference to the overnight LIBOR rate as published on Bloomberg page: BBAM and if no such page reference exists, such other page reference as the Calculation Agent determines or such other sources as the Calculation Agent may reasonably determine to be appropriate at such time;"

(14) Product Conditions - Relating to Index Express Certificates are amended by deleting Product Condition 3(d) in its entirety and replacing it with the following:

"Cash Settlement. Upon exercise, termination pursuant to an Issuer Call or following an Early Termination Event, in respect of each Security, a Holder shall receive, from the Issuer, on the Settlement Date either:

(i) The Cash Amount; or

(ii) The Issuer Call Cash Amount, following an Issuer Call; or

(iii) The Early Termination Amount, following an Early Termination Event.";

(15) Product Conditions - Relating to Index Express Certificates, Product Condition 3(i) is deleted and replaced with the words: "Intentionally left blank";

(16) Product Conditions - Relating to Index Express Certificates, Product Condition 3(j) is deleted and replaced with the words: "Intentionally left blank";

(17) Product Conditions - Relating to Index Express Certificates, Product Condition 3(k) 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 Notice";

(18) Product Conditions - Relating to Index Express Certificates, Product Condition 3(l) is deleted and replaced with the words: "Intentionally left blank"; and

(19) Product Conditions - Relating to Index Express Certificates, Product Condition 3(m) is deleted and replaced with the words: "Intentionally left blank".

(B) "Renunciation of payment of the Cash Amount and Issuer Call Cash Amount"

The Holder has the right to renounce receipt of the Cash Amount and the Issuer Call Cash Amount from the Issuer. The declaration of renunciation (the "Dichiarazione di Rinuncia") to renounce receipt of the Cash Amount or Issuer Call Cash Amount, executed according to the attached Annex A to the Final Terms and containing all the key characteristics of the DAX® Index Mini Future Short Certificates (to specify the relevant Series of Securities), must be sent by fax by 10:00 a.m. Milan time on the first Business Day following the Valuation Date or Issuer Call Date, as applicable.

Amendments to the Offering Procedure for the Securities:

None

ISIN:

NL0009476399

Common Code:

Not Applicable

Fondscod:

Not Applicable

WKN:

Not Applicable

Other Securities Code:

Not Applicable

Sales Restriction:

The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended ("**Securities Act**") and the Securities may not be exercised, offered, sold, transferred or delivered within the United States or to, or for the account or benefit of, any U.S. person as defined in Regulation S under the Securities Act. Furthermore, trading in the Securities has not been approved by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended and no U.S. person may at any time trade or maintain a position in the Securities.

INFORMATION ON THE UNDERLYING

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

Bloomberg code: DAX <INDEX>

Website: www.deutsche-boerse.com and www.borsaitaliana.it

Italian Newspaper: Il Sole 24 Ore

Index disclaimer(s):

This Security is neither sponsored nor promoted, distributed or in any other manner supported by Deutsche Börse AG (the "Licensor"). The Licensor does not give any explicit or implicit warranty or representation, neither regarding the results deriving from the use of the Index and/or Index Trademark nor regarding the Index value at a certain point in time or on a certain date nor in any other respect. The Index is calculated and published by the Licensor. Nevertheless, as far as admissible under statutory law

the Licensor will not be liable vis-à-vis third parties, including investors, to point out potential errors in the Index. Neither the publication of the Index by the Licensor nor the granting of a license regarding the Index as well as the Index Trademark for the utilisation in connection with the Security or other securities or financial products, which derived from the Index, represents a recommendation by the Licensor with respect to the attractiveness on an investment in this product. In its capacity as sole owner of all rights to the Index and the Index Trademark the Licensor has solely licensed to the The Royal Bank of Scotland N.V. of the Security the utilisation of the Index and the Index Trademark as well as any reference to the Index and the Index Trademark in connection with the Security.

ADDITIONAL INFORMATION

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Final Terms and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Certificates and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective investors are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Certificates.

Pursuant to Article 67 of Presidential Decree No. 917 of 22 December 1986 and Legislative Decree No. 461 of 21 November 1997, as subsequently amended, where the Italian resident Certificateholder is (i) an individual not engaged in an entrepreneurial activity to which the Certificates are connected, (ii) a non commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, capital gains accrued under the sale or the exercise of the Certificates are subject to a 12.5 per cent substitute tax (*imposta sostitutiva*).

Particular provisions apply to Certificates held or managed by a qualified intermediary; the recipient may opt for two different tax regime: (1) under the "**risparmio amministrato**" regime, Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Certificates ; (2) under the "**risparmio gestito**" regime any capital gains realised by the Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Certificates, will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 12.5 per cent. substitute tax, to be paid by the managing authorised intermediary.

Where an Italian resident Certificateholder is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Certificates are effectively connected, capital gains arising from the Certificates will not be subject to *imposta sostitutiva*, but must be included in the relevant Certificateholder's income tax return and are therefore subject to Italian corporate tax.

Capital gains realised by non-Italian resident Certificateholders are not subject to Italian taxation, provided that the Certificates (i) are transferred on regulated markets, or (ii) if not transferred on regulated markets, are held outside of Italy.

It is worth noting that, in accordance with a different interpretation of current tax law, there is a remote possibility that the Certificates would be considered as 'atypical' securities pursuant to Article 8 of Law Decree No. 512 of

30 September 1983 as implemented by Law No. 649 of 25 November 1983. In this event, payments relating to Certificates may be subject to an Italian withholding tax, levied at the rate of 27 per cent. The 27 per cent. withholding tax mentioned above does not apply to payments made to a non-Italian resident Certificateholder and to an Italian resident Certificateholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (ii) a commercial partnership, or (iii) a commercial private or public institution.

Series:	DAX® Index Mini Future Short Certificates
Issue Price:	EUR 0.78 (Indicative)
Additional Market Disruption Events:	None
Basket:	Not Applicable
Business Day:	As stated in Product Condition 1
Calculation Period:	As stated in Product Condition 1
Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ <p>The Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards</p> <p>Where:</p> <p>“Final Exchange Rate” means the Exchange Rate published by the European Central Bank on the Valuation Date, Termination Date or Issuer Call Date, as applicable, at or around 14:15 Central European Time and quoted on Reuters page ECB37 and the website www.ecb.int</p>
Certificate:	Not Applicable
Current Barrier Level:	As stated in Product Condition 1 and rounded downwards to the next whole unit in the Underlying Currency. The Current Barrier Level on the Launch Date shall be EUR 6,321 and shall be recalculated on each Reset Date, starting from the first Reset Date following the Listing Date <p>The Current Barrier Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Barrier Level becomes effective</p>
Current Premium:	2%
Current Spread:	2%
Current Strike Level:	Subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) determined by the Calculation Agent, on each Exchange Business Day, in accordance with the following formula: <ul style="list-style-type: none"> (a) the Current Strike Level on the previous Exchange Business Day; plus (b) Funding Cost; and minus (c) Notional Dividend Amounts. <p>The Current Strike Level will be rounded to the nearest whole unit in the Underlying Currency, 0.5 being rounded upwards. The</p>

Current Strike Level on the Launch Date shall be 6,450 and shall be recalculated on each Exchange Business Day, starting from the Exchange Business Day following the Listing Date

The Current Strike Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00 p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Strike Level becomes effective

Early Termination Amount:

The amount determined by the Calculation Agent in accordance with the following formula, provided that the Early Termination Amount shall not be less than zero:

(Current Strike Level on the Termination Date - Early Termination Reference Price) x Entitlement

The Early Termination Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards

Where:

“Early Termination Reference Price” means, subject to any adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) as determined by or on behalf of the Calculation Agent to be the highest level of the Index on the Termination Date; and

“Termination Date” means the date on which the Early Termination Event occurs in the determination of the Calculation Agent

Early Termination Date:

Not Applicable

Early Termination Event:

Occurs if, in the determination of the Calculation Agent and subject to any adjustment in accordance with Product Condition 4, the Reference Price is equal to or greater than the Current Barrier Level on any Trading Day from (and including) the Listing Date to (and excluding) the Valuation Date, or Issuer Call Date, if applicable (other than a time at which there is a Market Disruption Event)

Where:

“Reference Price” means an amount (which shall be deemed to be a monetary value in the Underlying Currency) equal to the level of the Index at any 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) 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
Emerging Market Disruption Events:	As stated in Product Condition 1
Entitlement:	0.001
Exchange Business Day:	Any day that is (or but for the occurrence of a Market Disruption Event would have been) a trading day on the Italian Stock Exchange, or any successor to that exchange, other than a day on which trading on the Exchange is scheduled to close prior to its regular weekday closing time
Exercise Date:	31 March 2020
Express Long:	Not Applicable
Express Short:	Applicable
Final Reference Price:	The Reference Price at the Valuation Time on the Valuation Date or the Issuer Call Date, as the case may be
Funding Cost:	As stated in Product Condition 1
Index:	DAX® Index (Bloomberg code: DAX)
Initial Reference Price:	Not Applicable
Interest:	Not Applicable
Interest Amount:	Not Applicable
Interest Payment Dates:	Not Applicable
Interest Period:	Not Applicable
Interest Rate:	Not Applicable
Interest Rate Day Count Fraction:	Not Applicable
Issuer Call:	Applicable
Issuer Call Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Issuer Call Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ The Issuer Call Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards
Issuer Call Commencement Date:	The first Business Day immediately following the one year period from (and including) the Launch Date
Issuer Call Notice Period:	One calendar month
Launch Date:	27 May 2010
Notional Dividend Amount:	Applicable
Notional Dividend Period:	As stated in Product Condition 1
Pricing Date(s):	Not Applicable
Relevant Currency:	As stated in Product Condition 1
Relevant Number of Trading Days:	For the purposes of: Early Termination Date: Not Applicable

	Valuation Date: 5, or in respect of an Emerging Market Disruption Event only, 180
	Issuer Call Date: 5, or in respect of an Emerging Market Disruption Event only, 180
Reset Date:	As stated in Product Condition 1, on the 15th day of each calendar month
Settlement Currency:	EUR
Settlement Date:	Means (i) the sixth Business Day following the Termination Date if an Early Termination Event has occurred, (ii) the third Business Day following the Issuer Call Date if an Issuer Call has occurred and otherwise (iii) the third Business Day following the Valuation Date
Standard Currency:	As stated in Product Condition 1
Underlying Currency:	EUR
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:	<p>(A)(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";</p> <p>(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,";</p> <p>(3) General Condition 5(b)(i) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(4) General Condition 5(b)(ii) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(5) General Condition 5(b)(iv) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(6) General Condition 5(b)(v) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(7) 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";</p> <p>(8) General Condition 5(d) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(9) General Condition 7(a) (ii) (iii) and (iv) are deleted and replaced with the words: "Intentionally left blank";</p> <p>(10) General Condition 7(b) is deleted in its entirety and replaced with the following:</p>

"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, or the non-receipt of such notice will not affect the validity of any such modification.";

(11) General Condition 8 is deleted in its entirety and replaced with the following:

"SUBSTITUTION: (a) Substitution of Issuer. The Issuer may at any time without the consent of the Holders substitute for itself as issuer of the Securities with regard to any and all rights, obligations and liabilities under and in connection with the Securities: (A) The Royal Bank of Scotland plc, registered in Scotland under No. 90312, with its registered office at 36 St Andrew Square, Edinburgh EH2 2YB, ("**RBS**" or the "**Substitute**") subject to 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; or (B) any entity being any subsidiary or affiliate of RBS other than RBS (also, the "**Substitute**"), subject to: (i) 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; and (ii) the Issuer or RBS having issued a legal, valid and binding guarantee of the obligations and liabilities of the Substitute under the Securities for the benefit of each and any of the Holders; and in each case (A) and (B) subject to 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. 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.";

(12) Product Conditions - Relating to Express Certificates are amended by deleting Product Condition 4(d) in its entirety and replacing it with the following: "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 or calculations, the Calculation Agent shall act at all times in good faith and a commercially reasonable manner, with an aim of neutralising the distorting effects of such event."

(13) Product Conditions - Relating to Index Express Certificates are amended by deleting the definition of "Prevailing Rate" from Product Condition 1 in its entirety and replacing it with the following:

"Prevailing Rate" means the rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits in the Underlying Currency in the inter-bank market for each Calculation Period, by reference to the overnight LIBOR rate as published on Bloomberg page: BBAM and if no such page reference exists, such other page reference as the Calculation Agent determines or such other sources as the Calculation Agent may reasonably determine to be appropriate at such time;"

(14) Product Conditions - Relating to Index Express Certificates are amended by deleting Product Condition 3(d) in its entirety and replacing it with the following:

"Cash Settlement. Upon exercise, termination pursuant to an Issuer Call or following an Early Termination Event, in respect of each Security, a Holder shall receive, from the Issuer, on the Settlement Date either:

(i) The Cash Amount; or

(ii) The Issuer Call Cash Amount, following an Issuer Call; or

(iii) The Early Termination Amount, following an Early Termination Event.";

(15) Product Conditions - Relating to Index Express Certificates, Product Condition 3(i) is deleted and replaced with the words: "Intentionally left blank";

(16) Product Conditions - Relating to Index Express Certificates, Product Condition 3(j) is deleted and replaced with the words: "Intentionally left blank";

(17) Product Conditions - Relating to Index Express Certificates, Product Condition 3(k) 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 Notice";

(18) Product Conditions - Relating to Index Express Certificates, Product Condition 3(l) is deleted and replaced with the words: "Intentionally left blank"; and

(19) Product Conditions - Relating to Index Express Certificates, Product Condition 3(m) is deleted and replaced with the words: "Intentionally left blank".

(B) "Renunciation of payment of the Cash Amount and Issuer Call Cash Amount"

The Holder has the right to renounce receipt of the Cash Amount and the Issuer Call Cash Amount from the Issuer. The declaration of renunciation (the "Dichiarazione di Rinuncia") to renounce receipt of the Cash Amount or Issuer Call Cash Amount, executed according to the attached Annex A to the Final Terms and containing all the key characteristics of the DAX® Index Mini Future Short Certificates (to specify the relevant Series of Securities), must be sent by fax by 10:00 a.m. Milan time on the first Business Day following the Valuation Date or Issuer Call Date, as applicable.

Amendments to the Offering Procedure for the Securities:

None

ISIN:

NL0009476407

Common Code:

Not Applicable

Fondscod:

Not Applicable

WKN:

Not Applicable

Other Securities Code:

Not Applicable

Sales Restriction:

The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended ("**Securities Act**") and the Securities may not be exercised, offered, sold, transferred or delivered within the United States or to, or for the account or benefit of, any U.S. person as defined in Regulation S under the Securities Act. Furthermore, trading in the Securities has not been approved by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended and no U.S. person may at any time trade or maintain a position in the Securities.

INFORMATION ON THE UNDERLYING

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

Bloomberg code: DAX <INDEX>

Website: www.deutsche-boerse.com and www.borsaitaliana.it

Italian Newspaper: Il Sole 24 Ore

Index disclaimer(s):

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the Licensor will not be liable vis-à-vis third parties, including investors, to point out potential errors in the Index. Neither the publication of the Index by the Licensor nor the granting of a license regarding the Index as well as the Index Trademark for the utilisation in connection with the Security or other securities or financial products, which derived from the Index, represents a recommendation by the Licensor with respect to the attractiveness on an investment in this product. In its capacity as sole owner of all rights to the Index and the Index Trademark the Licensor has solely licensed to the The Royal Bank of Scotland N.V. of the Security the utilisation of the Index and the Index Trademark as well as any reference to the Index and the Index Trademark in connection with the Security.

ADDITIONAL INFORMATION

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Final Terms and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Certificates and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective investors are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Certificates.

Pursuant to Article 67 of Presidential Decree No. 917 of 22 December 1986 and Legislative Decree No. 461 of 21 November 1997, as subsequently amended, where the Italian resident Certificateholder is (i) an individual not engaged in an entrepreneurial activity to which the Certificates are connected, (ii) a non commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, capital gains accrued under the sale or the exercise of the Certificates are subject to a 12.5 per cent substitute tax (*imposta sostitutiva*).

Particular provisions apply to Certificates held or managed by a qualified intermediary; the recipient may opt for two different tax regime: (1) under the "**risparmio amministrato**" regime, Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Certificates ; (2) under the "**risparmio gestito**" regime any capital gains realised by the Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Certificates, will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 12.5 per cent. substitute tax, to be paid by the managing authorised intermediary.

Where an Italian resident Certificateholder is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Certificates are effectively connected, capital gains arising from the Certificates will not be subject to *imposta sostitutiva*, but must be included in the relevant Certificateholder's income tax return and are therefore subject to Italian corporate tax.

Capital gains realised by non-Italian resident Certificateholders are not subject to Italian taxation, provided that the Certificates (i) are transferred on regulated markets, or (ii) if not transferred on regulated markets, are held outside of Italy.

It is worth noting that, in accordance with a different interpretation of current tax law, there is a remote possibility that the Certificates would be considered as 'atypical' securities pursuant to Article 8 of Law Decree No. 512 of

30 September 1983 as implemented by Law No. 649 of 25 November 1983. In this event, payments relating to Certificates may be subject to an Italian withholding tax, levied at the rate of 27 per cent. The 27 per cent. withholding tax mentioned above does not apply to payments made to a non-Italian resident Certificateholder and to an Italian resident Certificateholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (ii) a commercial partnership, or (iii) a commercial private or public institution.

Series:	EURO STOXX 50® Mini Future Short Certificates
Issue Price:	EUR 0.312 (Indicative)
Additional Market Disruption Events:	None
Basket:	Not Applicable
Business Day:	As stated in Product Condition 1
Calculation Period:	As stated in Product Condition 1
Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ <p>The Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards</p> <p>Where:</p> <p>“Final Exchange Rate” means the Exchange Rate published by the European Central Bank on the Valuation Date, Termination Date or Issuer Call Date, as applicable, at or around 14:15 Central European Time and quoted on Reuters page ECB37 and the website www.ecb.int</p>
Certificate:	Not Applicable
Current Barrier Level:	As stated in Product Condition 1 and rounded downwards to the next whole unit in the Underlying Currency. The Current Barrier Level on the Launch Date shall be EUR 2,716 and shall be recalculated on each Reset Date, starting from the first Reset Date following the Listing Date <p>The Current Barrier Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Barrier Level becomes effective</p>
Current Premium:	3%
Current Spread:	2%
Current Strike Level:	Subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) determined by the Calculation Agent, on each Exchange Business Day, in accordance with the following formula: <ul style="list-style-type: none"> (a) the Current Strike Level on the previous Exchange Business Day; plus (b) Funding Cost; and minus (c) Notional Dividend Amounts. <p>The Current Strike Level will be rounded to the nearest whole unit in the Underlying Currency, 0.5 being rounded upwards. The</p>

Current Strike Level on the Launch Date shall be 2,800 and shall be recalculated on each Exchange Business Day, starting from the Exchange Business Day following the Listing Date

The Current Strike Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00 p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Strike Level becomes effective

Early Termination Amount:

The amount determined by the Calculation Agent in accordance with the following formula, provided that the Early Termination Amount shall not be less than zero:

(Current Strike Level on the Termination Date - Early Termination Reference Price) x Entitlement

The Early Termination Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards

Where:

“Early Termination Reference Price” means, subject to any adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) as determined by or on behalf of the Calculation Agent to be the highest level of the Index on the Termination Date; and

“Termination Date” means the date on which the Early Termination Event occurs in the determination of the Calculation Agent

Early Termination Date:

Not Applicable

Early Termination Event:

Occurs if, in the determination of the Calculation Agent and subject to any adjustment in accordance with Product Condition 4, the Reference Price is equal to or greater than the Current Barrier Level on any Trading Day from (and including) the Listing Date to (and excluding) the Valuation Date, or Issuer Call Date, if applicable (other than a time at which there is a Market Disruption Event)

Where:

“Reference Price” means an amount (which shall be deemed to be a monetary value in the Underlying Currency) equal to the level of the Index at any 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) 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
Emerging Market Disruption Events:	As stated in Product Condition 1
Entitlement:	0.001
Exchange Business Day:	Any day that is (or but for the occurrence of a Market Disruption Event would have been) a trading day on the Italian Stock Exchange, or any successor to that exchange, other than a day on which trading on the Exchange is scheduled to close prior to its regular weekday closing time
Exercise Date:	31 March 2020
Express Long:	Not Applicable
Express Short:	Applicable
Final Reference Price:	The Reference Price at the Valuation Time on the Valuation Date or the Issuer Call Date, as the case may be
Funding Cost:	As stated in Product Condition 1
Index:	EURO STOXX 50® (Bloomberg code: SX5E)
Initial Reference Price:	Not Applicable
Interest:	Not Applicable
Interest Amount:	Not Applicable
Interest Payment Dates:	Not Applicable
Interest Period:	Not Applicable
Interest Rate:	Not Applicable
Interest Rate Day Count Fraction:	Not Applicable
Issuer Call:	Applicable
Issuer Call Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Issuer Call Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ The Issuer Call Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards
Issuer Call Commencement Date:	The first Business Day immediately following the one year period from (and including) the Launch Date
Issuer Call Notice Period:	One calendar month
Launch Date:	27 May 2010
Notional Dividend Amount:	Not Applicable
Notional Dividend Period:	Not Applicable
Pricing Date(s):	Not Applicable
Relevant Currency:	As stated in Product Condition 1
Relevant Number of Trading Days:	For the purposes of: Early Termination Date: Not Applicable

	Valuation Date: 5, or in respect of an Emerging Market Disruption Event only, 180
	Issuer Call Date: 5, or in respect of an Emerging Market Disruption Event only, 180
Reset Date:	As stated in Product Condition 1, on the 15th day of each calendar month
Settlement Currency:	EUR
Settlement Date:	Means (i) the sixth Business Day following the Termination Date if an Early Termination Event has occurred, (ii) the third Business Day following the Issuer Call Date if an Issuer Call has occurred and otherwise (iii) the third Business Day following the Valuation Date
Standard Currency:	As stated in Product Condition 1
Underlying Currency:	EUR
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:	<p>(A)(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";</p> <p>(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,";</p> <p>(3) General Condition 5(b)(i) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(4) General Condition 5(b)(ii) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(5) General Condition 5(b)(iv) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(6) General Condition 5(b)(v) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(7) 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";</p> <p>(8) General Condition 5(d) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(9) General Condition 7(a) (ii) (iii) and (iv) are deleted and replaced with the words: "Intentionally left blank";</p> <p>(10) General Condition 7(b) is deleted in its entirety and replaced with the following:</p>

"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, or the non-receipt of such notice will not affect the validity of any such modification.";

(11) General Condition 8 is deleted in its entirety and replaced with the following:

"SUBSTITUTION: (a) Substitution of Issuer. The Issuer may at any time without the consent of the Holders substitute for itself as issuer of the Securities with regard to any and all rights, obligations and liabilities under and in connection with the Securities: (A) The Royal Bank of Scotland plc, registered in Scotland under No. 90312, with its registered office at 36 St Andrew Square, Edinburgh EH2 2YB, ("**RBS**" or the "**Substitute**") subject to 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; or (B) any entity being any subsidiary or affiliate of RBS other than RBS (also, the "**Substitute**"), subject to: (i) 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; and (ii) the Issuer or RBS having issued a legal, valid and binding guarantee of the obligations and liabilities of the Substitute under the Securities for the benefit of each and any of the Holders; and in each case (A) and (B) subject to 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. 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.";

(12) Product Conditions - Relating to Express Certificates are amended by deleting Product Condition 4(d) in its entirety and replacing it with the following: "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 or calculations, the Calculation Agent shall act at all times in good faith and a commercially reasonable manner, with an aim of neutralising the distorting effects of such event."

(13) Product Conditions - Relating to Index Express Certificates are amended by deleting the definition of "Prevailing Rate" from Product Condition 1 in its entirety and replacing it with the following:

"Prevailing Rate" means the rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits in the Underlying Currency in the inter-bank market for each Calculation Period, by reference to the overnight LIBOR rate as published on Bloomberg page: BBAM and if no such page reference exists, such other page reference as the Calculation Agent determines or such other sources as the Calculation Agent may reasonably determine to be appropriate at such time;"

(14) Product Conditions - Relating to Index Express Certificates are amended by deleting Product Condition 3(d) in its entirety and replacing it with the following:

"Cash Settlement. Upon exercise, termination pursuant to an Issuer Call or following an Early Termination Event, in respect of each Security, a Holder shall receive, from the Issuer, on the Settlement Date either:

(i) The Cash Amount; or

(ii) The Issuer Call Cash Amount, following an Issuer Call; or

(iii) The Early Termination Amount, following an Early Termination Event.";

(15) Product Conditions - Relating to Index Express Certificates, Product Condition 3(i) is deleted and replaced with the words: "Intentionally left blank";

(16) Product Conditions - Relating to Index Express Certificates, Product Condition 3(j) is deleted and replaced with the words: "Intentionally left blank";

(17) Product Conditions - Relating to Index Express Certificates, Product Condition 3(k) 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 Notice";

(18) Product Conditions - Relating to Index Express Certificates, Product Condition 3(l) is deleted and replaced with the words: "Intentionally left blank"; and

(19) Product Conditions - Relating to Index Express Certificates, Product Condition 3(m) is deleted and replaced with the words: "Intentionally left blank".

(B) "Renunciation of payment of the Cash Amount and Issuer Call Cash Amount"

The Holder has the right to renounce receipt of the Cash Amount and the Issuer Call Cash Amount from the Issuer. The declaration of renunciation (the "Dichiarazione di Rinuncia") to renounce receipt of the Cash Amount or Issuer Call Cash Amount, executed according to the attached Annex B to the Final Terms and containing all the key characteristics of the EURO STOXX 50® Mini Future Short Certificates (to specify the relevant Series of Securities), must be sent by fax by 10:00 a.m. Milan time on the first Business Day following the Valuation Date or Issuer Call Date, as applicable.

Amendments to the Offering Procedure for the Securities:

None

ISIN:

NL0009462258

Common Code:

Not Applicable

Fondscodice:

Not Applicable

WKN:

Not Applicable

Other Securities Code:

Not Applicable

Sales Restriction:

The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended ("**Securities Act**") and the Securities may not be exercised, offered, sold, transferred or delivered within the United States or to, or for the account or benefit of, any U.S. person as defined in Regulation S under the Securities Act. Furthermore, trading in the Securities has not been approved by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended and no U.S. person may at any time trade or maintain a position in the Securities.

INFORMATION ON THE UNDERLYING

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

Bloomberg code: SX5E <INDEX>

Website: www.stoxx.com and www.borsaitaliana.it

Italian Newspaper: Il Sole 24 Ore

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ADDITIONAL INFORMATION

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Final Terms and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Certificates and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective investors are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Certificates.

Pursuant to Article 67 of Presidential Decree No. 917 of 22 December 1986 and Legislative Decree No. 461 of 21 November 1997, as subsequently amended, where the Italian resident Certificateholder is (i) an individual not engaged in an entrepreneurial activity to which the Certificates are connected, (ii) a non commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, capital gains accrued under the sale or the exercise of the Certificates are subject to a 12.5 per cent substitute tax (*imposta sostitutiva*).

Particular provisions apply to Certificates held or managed by a qualified intermediary; the recipient may opt for two different tax regime: (1) under the "**risparmio amministrato**" regime, Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Certificates ; (2) under the "**risparmio gestito**" regime any capital gains realised by the Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Certificates, will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 12.5 per cent. substitute tax, to be paid by the managing authorised intermediary.

Where an Italian resident Certificateholder is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Certificates are effectively connected, capital gains arising from the Certificates will not be subject to *imposta sostitutiva*, but must be included in the relevant Certificateholder's income tax return and are therefore subject to Italian corporate tax.

Capital gains realised by non-Italian resident Certificateholders are not subject to Italian taxation, provided that the Certificates (i) are transferred on regulated markets, or (ii) if not transferred on regulated markets, are held outside of Italy.

It is worth noting that, in accordance with a different interpretation of current tax law, there is a remote possibility that the Certificates would be considered as 'atypical' securities pursuant to Article 8 of Law Decree No. 512 of

30 September 1983 as implemented by Law No. 649 of 25 November 1983. In this event, payments relating to Certificates may be subject to an Italian withholding tax, levied at the rate of 27 per cent. The 27 per cent. withholding tax mentioned above does not apply to payments made to a non-Italian resident Certificateholder and to an Italian resident Certificateholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (ii) a commercial partnership, or (iii) a commercial private or public institution.

Series:	EURO STOXX 50® Mini Future Short Certificates
Issue Price:	EUR 0.362 (Indicative)
Additional Market Disruption Events:	None
Basket:	Not Applicable
Business Day:	As stated in Product Condition 1
Calculation Period:	As stated in Product Condition 1
Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ <p>The Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards</p> <p>Where:</p> <p>“Final Exchange Rate” means the Exchange Rate published by the European Central Bank on the Valuation Date, Termination Date or Issuer Call Date, as applicable, at or around 14:15 Central European Time and quoted on Reuters page ECB37 and the website www.ecb.int</p>
Certificate:	Not Applicable
Current Barrier Level:	As stated in Product Condition 1 and rounded downwards to the next whole unit in the Underlying Currency. The Current Barrier Level on the Launch Date shall be EUR 2,764 and shall be recalculated on each Reset Date, starting from the first Reset Date following the Listing Date <p>The Current Barrier Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Barrier Level becomes effective</p>
Current Premium:	3%
Current Spread:	2%
Current Strike Level:	Subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) determined by the Calculation Agent, on each Exchange Business Day, in accordance with the following formula: <ul style="list-style-type: none"> (a) the Current Strike Level on the previous Exchange Business Day; plus (b) Funding Cost; and minus (c) Notional Dividend Amounts. <p>The Current Strike Level will be rounded to the nearest whole unit in the Underlying Currency, 0.5 being rounded upwards. The</p>

Current Strike Level on the Launch Date shall be 2,850 and shall be recalculated on each Exchange Business Day, starting from the Exchange Business Day following the Listing Date

The Current Strike Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00 p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Strike Level becomes effective

Early Termination Amount:

The amount determined by the Calculation Agent in accordance with the following formula, provided that the Early Termination Amount shall not be less than zero:

(Current Strike Level on the Termination Date - Early Termination Reference Price) x Entitlement

The Early Termination Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards

Where:

“Early Termination Reference Price” means, subject to any adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) as determined by or on behalf of the Calculation Agent to be the highest level of the Index on the Termination Date; and

“Termination Date” means the date on which the Early Termination Event occurs in the determination of the Calculation Agent

Early Termination Date:

Not Applicable

Early Termination Event:

Occurs if, in the determination of the Calculation Agent and subject to any adjustment in accordance with Product Condition 4, the Reference Price is equal to or greater than the Current Barrier Level on any Trading Day from (and including) the Listing Date to (and excluding) the Valuation Date, or Issuer Call Date, if applicable (other than a time at which there is a Market Disruption Event)

Where:

“Reference Price” means an amount (which shall be deemed to be a monetary value in the Underlying Currency) equal to the level of the Index at any 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) 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
Emerging Market Disruption Events:	As stated in Product Condition 1
Entitlement:	0.001
Exchange Business Day:	Any day that is (or but for the occurrence of a Market Disruption Event would have been) a trading day on the Italian Stock Exchange, or any successor to that exchange, other than a day on which trading on the Exchange is scheduled to close prior to its regular weekday closing time
Exercise Date:	31 March 2020
Express Long:	Not Applicable
Express Short:	Applicable
Final Reference Price:	The Reference Price at the Valuation Time on the Valuation Date or the Issuer Call Date, as the case may be
Funding Cost:	As stated in Product Condition 1
Index:	EURO STOXX 50® (Bloomberg code: SX5E)
Initial Reference Price:	Not Applicable
Interest:	Not Applicable
Interest Amount:	Not Applicable
Interest Payment Dates:	Not Applicable
Interest Period:	Not Applicable
Interest Rate:	Not Applicable
Interest Rate Day Count Fraction:	Not Applicable
Issuer Call:	Applicable
Issuer Call Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Issuer Call Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ The Issuer Call Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards
Issuer Call Commencement Date:	The first Business Day immediately following the one year period from (and including) the Launch Date
Issuer Call Notice Period:	One calendar month
Launch Date:	27 May 2010
Notional Dividend Amount:	Not Applicable
Notional Dividend Period:	Not Applicable
Pricing Date(s):	Not Applicable
Relevant Currency:	As stated in Product Condition 1
Relevant Number of Trading Days:	For the purposes of: Early Termination Date: Not Applicable

	Valuation Date: 5, or in respect of an Emerging Market Disruption Event only, 180
	Issuer Call Date: 5, or in respect of an Emerging Market Disruption Event only, 180
Reset Date:	As stated in Product Condition 1, on the 15th day of each calendar month
Settlement Currency:	EUR
Settlement Date:	Means (i) the sixth Business Day following the Termination Date if an Early Termination Event has occurred, (ii) the third Business Day following the Issuer Call Date if an Issuer Call has occurred and otherwise (iii) the third Business Day following the Valuation Date
Standard Currency:	As stated in Product Condition 1
Underlying Currency:	EUR
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:	<p>(A)(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";</p> <p>(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,";</p> <p>(3) General Condition 5(b)(i) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(4) General Condition 5(b)(ii) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(5) General Condition 5(b)(iv) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(6) General Condition 5(b)(v) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(7) 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";</p> <p>(8) General Condition 5(d) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(9) General Condition 7(a) (ii) (iii) and (iv) are deleted and replaced with the words: "Intentionally left blank";</p> <p>(10) General Condition 7(b) is deleted in its entirety and replaced with the following:</p>

"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, or the non-receipt of such notice will not affect the validity of any such modification.";

(11) General Condition 8 is deleted in its entirety and replaced with the following:

"SUBSTITUTION: (a) Substitution of Issuer. The Issuer may at any time without the consent of the Holders substitute for itself as issuer of the Securities with regard to any and all rights, obligations and liabilities under and in connection with the Securities: (A) The Royal Bank of Scotland plc, registered in Scotland under No. 90312, with its registered office at 36 St Andrew Square, Edinburgh EH2 2YB, ("**RBS**" or the "**Substitute**") subject to 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; or (B) any entity being any subsidiary or affiliate of RBS other than RBS (also, the "**Substitute**"), subject to: (i) 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; and (ii) the Issuer or RBS having issued a legal, valid and binding guarantee of the obligations and liabilities of the Substitute under the Securities for the benefit of each and any of the Holders; and in each case (A) and (B) subject to 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. 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.";

(12) Product Conditions - Relating to Express Certificates are amended by deleting Product Condition 4(d) in its entirety and replacing it with the following: "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 or calculations, the Calculation Agent shall act at all times in good faith and a commercially reasonable manner, with an aim of neutralising the distorting effects of such event."

(13) Product Conditions - Relating to Index Express Certificates are amended by deleting the definition of "Prevailing Rate" from Product Condition 1 in its entirety and replacing it with the following:

"Prevailing Rate" means the rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits in the Underlying Currency in the inter-bank market for each Calculation Period, by reference to the overnight LIBOR rate as published on Bloomberg page: BBAM and if no such page reference exists, such other page reference as the Calculation Agent determines or such other sources as the Calculation Agent may reasonably determine to be appropriate at such time;"

(14) Product Conditions - Relating to Index Express Certificates are amended by deleting Product Condition 3(d) in its entirety and replacing it with the following:

"Cash Settlement. Upon exercise, termination pursuant to an Issuer Call or following an Early Termination Event, in respect of each Security, a Holder shall receive, from the Issuer, on the Settlement Date either:

(i) The Cash Amount; or

(ii) The Issuer Call Cash Amount, following an Issuer Call; or

(iii) The Early Termination Amount, following an Early Termination Event.";

(15) Product Conditions - Relating to Index Express Certificates, Product Condition 3(i) is deleted and replaced with the words: "Intentionally left blank";

(16) Product Conditions - Relating to Index Express Certificates, Product Condition 3(j) is deleted and replaced with the words: "Intentionally left blank";

(17) Product Conditions - Relating to Index Express Certificates, Product Condition 3(k) 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 Notice";

(18) Product Conditions - Relating to Index Express Certificates, Product Condition 3(l) is deleted and replaced with the words: "Intentionally left blank"; and

(19) Product Conditions - Relating to Index Express Certificates, Product Condition 3(m) is deleted and replaced with the words: "Intentionally left blank".

(B) "Renunciation of payment of the Cash Amount and Issuer Call Cash Amount"

The Holder has the right to renounce receipt of the Cash Amount and the Issuer Call Cash Amount from the Issuer. The declaration of renunciation (the "Dichiarazione di Rinuncia") to renounce receipt of the Cash Amount or Issuer Call Cash Amount, executed according to the attached Annex B to the Final Terms and containing all the key characteristics of the EURO STOXX 50® Mini Future Short Certificates (to specify the relevant Series of Securities), must be sent by fax by 10:00 a.m. Milan time on the first Business Day following the Valuation Date or Issuer Call Date, as applicable.

Amendments to the Offering Procedure for the Securities:

None

ISIN:

NL0009462266

Common Code:

Not Applicable

Fondscodice:

Not Applicable

WKN:

Not Applicable

Other Securities Code:

Not Applicable

Sales Restriction:

The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended ("**Securities Act**") and the Securities may not be exercised, offered, sold, transferred or delivered within the United States or to, or for the account or benefit of, any U.S. person as defined in Regulation S under the Securities Act. Furthermore, trading in the Securities has not been approved by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended and no U.S. person may at any time trade or maintain a position in the Securities.

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Italian Newspaper: Il Sole 24 Ore

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ADDITIONAL INFORMATION

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Where an Italian resident Certificateholder is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Certificates are effectively connected, capital gains arising from the Certificates will not be subject to *imposta sostitutiva*, but must be included in the relevant Certificateholder's income tax return and are therefore subject to Italian corporate tax.

Capital gains realised by non-Italian resident Certificateholders are not subject to Italian taxation, provided that the Certificates (i) are transferred on regulated markets, or (ii) if not transferred on regulated markets, are held outside of Italy.

It is worth noting that, in accordance with a different interpretation of current tax law, there is a remote possibility that the Certificates would be considered as 'atypical' securities pursuant to Article 8 of Law Decree No. 512 of

30 September 1983 as implemented by Law No. 649 of 25 November 1983. In this event, payments relating to Certificates may be subject to an Italian withholding tax, levied at the rate of 27 per cent. The 27 per cent. withholding tax mentioned above does not apply to payments made to a non-Italian resident Certificateholder and to an Italian resident Certificateholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (ii) a commercial partnership, or (iii) a commercial private or public institution.

Series:	EURO STOXX 50® Mini Future Short Certificates
Issue Price:	EUR 0.412 (Indicative)
Additional Market Disruption Events:	None
Basket:	Not Applicable
Business Day:	As stated in Product Condition 1
Calculation Period:	As stated in Product Condition 1
Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ <p>The Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards</p> <p>Where:</p> <p>“Final Exchange Rate” means the Exchange Rate published by the European Central Bank on the Valuation Date, Termination Date or Issuer Call Date, as applicable, at or around 14:15 Central European Time and quoted on Reuters page ECB37 and the website www.ecb.int</p>
Certificate:	Not Applicable
Current Barrier Level:	As stated in Product Condition 1 and rounded downwards to the next whole unit in the Underlying Currency. The Current Barrier Level on the Launch Date shall be EUR 2,813 and shall be recalculated on each Reset Date, starting from the first Reset Date following the Listing Date <p>The Current Barrier Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Barrier Level becomes effective</p>
Current Premium:	3%
Current Spread:	2%
Current Strike Level:	Subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) determined by the Calculation Agent, on each Exchange Business Day, in accordance with the following formula: <ul style="list-style-type: none"> (a) the Current Strike Level on the previous Exchange Business Day; plus (b) Funding Cost; and minus (c) Notional Dividend Amounts. <p>The Current Strike Level will be rounded to the nearest whole unit in the Underlying Currency, 0.5 being rounded upwards. The</p>

Current Strike Level on the Launch Date shall be 2,900 and shall be recalculated on each Exchange Business Day, starting from the Exchange Business Day following the Listing Date

The Current Strike Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00 p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Strike Level becomes effective

Early Termination Amount:

The amount determined by the Calculation Agent in accordance with the following formula, provided that the Early Termination Amount shall not be less than zero:

(Current Strike Level on the Termination Date - Early Termination Reference Price) x Entitlement

The Early Termination Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards

Where:

“Early Termination Reference Price” means, subject to any adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) as determined by or on behalf of the Calculation Agent to be the highest level of the Index on the Termination Date; and

“Termination Date” means the date on which the Early Termination Event occurs in the determination of the Calculation Agent

Early Termination Date:

Not Applicable

Early Termination Event:

Occurs if, in the determination of the Calculation Agent and subject to any adjustment in accordance with Product Condition 4, the Reference Price is equal to or greater than the Current Barrier Level on any Trading Day from (and including) the Listing Date to (and excluding) the Valuation Date, or Issuer Call Date, if applicable (other than a time at which there is a Market Disruption Event)

Where:

“Reference Price” means an amount (which shall be deemed to be a monetary value in the Underlying Currency) equal to the level of the Index at any 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) 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
Emerging Market Disruption Events:	As stated in Product Condition 1
Entitlement:	0.001
Exchange Business Day:	Any day that is (or but for the occurrence of a Market Disruption Event would have been) a trading day on the Italian Stock Exchange, or any successor to that exchange, other than a day on which trading on the Exchange is scheduled to close prior to its regular weekday closing time
Exercise Date:	31 March 2020
Express Long:	Not Applicable
Express Short:	Applicable
Final Reference Price:	The Reference Price at the Valuation Time on the Valuation Date or the Issuer Call Date, as the case may be
Funding Cost:	As stated in Product Condition 1
Index:	EURO STOXX 50® (Bloomberg code: SX5E)
Initial Reference Price:	Not Applicable
Interest:	Not Applicable
Interest Amount:	Not Applicable
Interest Payment Dates:	Not Applicable
Interest Period:	Not Applicable
Interest Rate:	Not Applicable
Interest Rate Day Count Fraction:	Not Applicable
Issuer Call:	Applicable
Issuer Call Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Issuer Call Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ <p>The Issuer Call Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards</p>
Issuer Call Commencement Date:	The first Business Day immediately following the one year period from (and including) the Launch Date
Issuer Call Notice Period:	One calendar month
Launch Date:	27 May 2010
Notional Dividend Amount:	Not Applicable
Notional Dividend Period:	Not Applicable
Pricing Date(s):	Not Applicable
Relevant Currency:	As stated in Product Condition 1
Relevant Number of Trading Days:	For the purposes of: Early Termination Date: Not Applicable

	Valuation Date: 5, or in respect of an Emerging Market Disruption Event only, 180
	Issuer Call Date: 5, or in respect of an Emerging Market Disruption Event only, 180
Reset Date:	As stated in Product Condition 1, on the 15th day of each calendar month
Settlement Currency:	EUR
Settlement Date:	Means (i) the sixth Business Day following the Termination Date if an Early Termination Event has occurred, (ii) the third Business Day following the Issuer Call Date if an Issuer Call has occurred and otherwise (iii) the third Business Day following the Valuation Date
Standard Currency:	As stated in Product Condition 1
Underlying Currency:	EUR
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:	<p>(A)(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";</p> <p>(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,";</p> <p>(3) General Condition 5(b)(i) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(4) General Condition 5(b)(ii) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(5) General Condition 5(b)(iv) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(6) General Condition 5(b)(v) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(7) 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";</p> <p>(8) General Condition 5(d) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(9) General Condition 7(a) (ii) (iii) and (iv) are deleted and replaced with the words: "Intentionally left blank";</p> <p>(10) General Condition 7(b) is deleted in its entirety and replaced with the following:</p>

"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, or the non-receipt of such notice will not affect the validity of any such modification.";

(11) General Condition 8 is deleted in its entirety and replaced with the following:

"SUBSTITUTION: (a) Substitution of Issuer. The Issuer may at any time without the consent of the Holders substitute for itself as issuer of the Securities with regard to any and all rights, obligations and liabilities under and in connection with the Securities: (A) The Royal Bank of Scotland plc, registered in Scotland under No. 90312, with its registered office at 36 St Andrew Square, Edinburgh EH2 2YB, ("**RBS**" or the "**Substitute**") subject to 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; or (B) any entity being any subsidiary or affiliate of RBS other than RBS (also, the "**Substitute**"), subject to: (i) 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; and (ii) the Issuer or RBS having issued a legal, valid and binding guarantee of the obligations and liabilities of the Substitute under the Securities for the benefit of each and any of the Holders; and in each case (A) and (B) subject to 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. 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.";

(12) Product Conditions - Relating to Express Certificates are amended by deleting Product Condition 4(d) in its entirety and replacing it with the following: "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 or calculations, the Calculation Agent shall act at all times in good faith and a commercially reasonable manner, with an aim of neutralising the distorting effects of such event."

(13) Product Conditions - Relating to Index Express Certificates are amended by deleting the definition of "Prevailing Rate" from Product Condition 1 in its entirety and replacing it with the following:

"Prevailing Rate" means the rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits in the Underlying Currency in the inter-bank market for each Calculation Period, by reference to the overnight LIBOR rate as published on Bloomberg page: BBAM and if no such page reference exists, such other page reference as the Calculation Agent determines or such other sources as the Calculation Agent may reasonably determine to be appropriate at such time;"

(14) Product Conditions - Relating to Index Express Certificates are amended by deleting Product Condition 3(d) in its entirety and replacing it with the following:

"Cash Settlement. Upon exercise, termination pursuant to an Issuer Call or following an Early Termination Event, in respect of each Security, a Holder shall receive, from the Issuer, on the Settlement Date either:

(i) The Cash Amount; or

(ii) The Issuer Call Cash Amount, following an Issuer Call; or

(iii) The Early Termination Amount, following an Early Termination Event.";

(15) Product Conditions - Relating to Index Express Certificates, Product Condition 3(i) is deleted and replaced with the words: "Intentionally left blank";

(16) Product Conditions - Relating to Index Express Certificates, Product Condition 3(j) is deleted and replaced with the words: "Intentionally left blank";

(17) Product Conditions - Relating to Index Express Certificates, Product Condition 3(k) 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 Notice";

(18) Product Conditions - Relating to Index Express Certificates, Product Condition 3(l) is deleted and replaced with the words: "Intentionally left blank"; and

(19) Product Conditions - Relating to Index Express Certificates, Product Condition 3(m) is deleted and replaced with the words: "Intentionally left blank".

(B) "Renunciation of payment of the Cash Amount and Issuer Call Cash Amount"

The Holder has the right to renounce receipt of the Cash Amount and the Issuer Call Cash Amount from the Issuer. The declaration of renunciation (the "Dichiarazione di Rinuncia") to renounce receipt of the Cash Amount or Issuer Call Cash Amount, executed according to the attached Annex B to the Final Terms and containing all the key characteristics of the EURO STOXX 50® Mini Future Short Certificates (to specify the relevant Series of Securities), must be sent by fax by 10:00 a.m. Milan time on the first Business Day following the Valuation Date or Issuer Call Date, as applicable.

Amendments to the Offering Procedure for the Securities:

None

ISIN:

NL0009476365

Common Code:

Not Applicable

Fondscodice:

Not Applicable

WKN:

Not Applicable

Other Securities Code:

Not Applicable

Sales Restriction:

The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended ("**Securities Act**") and the Securities may not be exercised, offered, sold, transferred or delivered within the United States or to, or for the account or benefit of, any U.S. person as defined in Regulation S under the Securities Act. Furthermore, trading in the Securities has not been approved by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended and no U.S. person may at any time trade or maintain a position in the Securities.

INFORMATION ON THE UNDERLYING

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

Bloomberg code: SX5E <INDEX>

Website: www.stoxx.com and www.borsaitaliana.it

Italian Newspaper: Il Sole 24 Ore

Index disclaimer(s):

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ADDITIONAL INFORMATION

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Final Terms and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Certificates and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective investors are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Certificates.

Pursuant to Article 67 of Presidential Decree No. 917 of 22 December 1986 and Legislative Decree No. 461 of 21 November 1997, as subsequently amended, where the Italian resident Certificateholder is (i) an individual not engaged in an entrepreneurial activity to which the Certificates are connected, (ii) a non commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, capital gains accrued under the sale or the exercise of the Certificates are subject to a 12.5 per cent substitute tax (*imposta sostitutiva*).

Particular provisions apply to Certificates held or managed by a qualified intermediary; the recipient may opt for two different tax regime: (1) under the "**risparmio amministrato**" regime, Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Certificates ; (2) under the "**risparmio gestito**" regime any capital gains realised by the Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Certificates, will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 12.5 per cent. substitute tax, to be paid by the managing authorised intermediary.

Where an Italian resident Certificateholder is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Certificates are effectively connected, capital gains arising from the Certificates will not be subject to *imposta sostitutiva*, but must be included in the relevant Certificateholder's income tax return and are therefore subject to Italian corporate tax.

Capital gains realised by non-Italian resident Certificateholders are not subject to Italian taxation, provided that the Certificates (i) are transferred on regulated markets, or (ii) if not transferred on regulated markets, are held outside of Italy.

It is worth noting that, in accordance with a different interpretation of current tax law, there is a remote possibility that the Certificates would be considered as 'atypical' securities pursuant to Article 8 of Law Decree No. 512 of

30 September 1983 as implemented by Law No. 649 of 25 November 1983. In this event, payments relating to Certificates may be subject to an Italian withholding tax, levied at the rate of 27 per cent. The 27 per cent. withholding tax mentioned above does not apply to payments made to a non-Italian resident Certificateholder and to an Italian resident Certificateholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (ii) a commercial partnership, or (iii) a commercial private or public institution.

Series:	EURO STOXX 50® Mini Future Short Certificates
Issue Price:	EUR 0.462 (Indicative)
Additional Market Disruption Events:	None
Basket:	Not Applicable
Business Day:	As stated in Product Condition 1
Calculation Period:	As stated in Product Condition 1
Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ <p>The Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards</p> <p>Where:</p> <p>“Final Exchange Rate” means the Exchange Rate published by the European Central Bank on the Valuation Date, Termination Date or Issuer Call Date, as applicable, at or around 14:15 Central European Time and quoted on Reuters page ECB37 and the website www.ecb.int</p>
Certificate:	Not Applicable
Current Barrier Level:	As stated in Product Condition 1 and rounded downwards to the next whole unit in the Underlying Currency. The Current Barrier Level on the Launch Date shall be EUR 2,861 and shall be recalculated on each Reset Date, starting from the first Reset Date following the Listing Date <p>The Current Barrier Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Barrier Level becomes effective</p>
Current Premium:	3%
Current Spread:	2%
Current Strike Level:	Subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) determined by the Calculation Agent, on each Exchange Business Day, in accordance with the following formula: <ul style="list-style-type: none"> (a) the Current Strike Level on the previous Exchange Business Day; plus (b) Funding Cost; and minus (c) Notional Dividend Amounts. <p>The Current Strike Level will be rounded to the nearest whole unit in the Underlying Currency, 0.5 being rounded upwards. The</p>

Current Strike Level on the Launch Date shall be 2,950 and shall be recalculated on each Exchange Business Day, starting from the Exchange Business Day following the Listing Date

The Current Strike Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00 p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Strike Level becomes effective

Early Termination Amount:

The amount determined by the Calculation Agent in accordance with the following formula, provided that the Early Termination Amount shall not be less than zero:

(Current Strike Level on the Termination Date - Early Termination Reference Price) x Entitlement

The Early Termination Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards

Where:

“Early Termination Reference Price” means, subject to any adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) as determined by or on behalf of the Calculation Agent to be the highest level of the Index on the Termination Date; and

“Termination Date” means the date on which the Early Termination Event occurs in the determination of the Calculation Agent

Early Termination Date:

Not Applicable

Early Termination Event:

Occurs if, in the determination of the Calculation Agent and subject to any adjustment in accordance with Product Condition 4, the Reference Price is equal to or greater than the Current Barrier Level on any Trading Day from (and including) the Listing Date to (and excluding) the Valuation Date, or Issuer Call Date, if applicable (other than a time at which there is a Market Disruption Event)

Where:

“Reference Price” means an amount (which shall be deemed to be a monetary value in the Underlying Currency) equal to the level of the Index at any 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) 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
Emerging Market Disruption Events:	As stated in Product Condition 1
Entitlement:	0.001
Exchange Business Day:	Any day that is (or but for the occurrence of a Market Disruption Event would have been) a trading day on the Italian Stock Exchange, or any successor to that exchange, other than a day on which trading on the Exchange is scheduled to close prior to its regular weekday closing time
Exercise Date:	31 March 2020
Express Long:	Not Applicable
Express Short:	Applicable
Final Reference Price:	The Reference Price at the Valuation Time on the Valuation Date or the Issuer Call Date, as the case may be
Funding Cost:	As stated in Product Condition 1
Index:	EURO STOXX 50® (Bloomberg code: SX5E)
Initial Reference Price:	Not Applicable
Interest:	Not Applicable
Interest Amount:	Not Applicable
Interest Payment Dates:	Not Applicable
Interest Period:	Not Applicable
Interest Rate:	Not Applicable
Interest Rate Day Count Fraction:	Not Applicable
Issuer Call:	Applicable
Issuer Call Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Issuer Call Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ The Issuer Call Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards
Issuer Call Commencement Date:	The first Business Day immediately following the one year period from (and including) the Launch Date
Issuer Call Notice Period:	One calendar month
Launch Date:	27 May 2010
Notional Dividend Amount:	Not Applicable
Notional Dividend Period:	Not Applicable
Pricing Date(s):	Not Applicable
Relevant Currency:	As stated in Product Condition 1
Relevant Number of Trading Days:	For the purposes of: Early Termination Date: Not Applicable

	Valuation Date: 5, or in respect of an Emerging Market Disruption Event only, 180
	Issuer Call Date: 5, or in respect of an Emerging Market Disruption Event only, 180
Reset Date:	As stated in Product Condition 1, on the 15th day of each calendar month
Settlement Currency:	EUR
Settlement Date:	Means (i) the sixth Business Day following the Termination Date if an Early Termination Event has occurred, (ii) the third Business Day following the Issuer Call Date if an Issuer Call has occurred and otherwise (iii) the third Business Day following the Valuation Date
Standard Currency:	As stated in Product Condition 1
Underlying Currency:	EUR
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:	<p>(A)(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";</p> <p>(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,";</p> <p>(3) General Condition 5(b)(i) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(4) General Condition 5(b)(ii) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(5) General Condition 5(b)(iv) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(6) General Condition 5(b)(v) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(7) 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";</p> <p>(8) General Condition 5(d) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(9) General Condition 7(a) (ii) (iii) and (iv) are deleted and replaced with the words: "Intentionally left blank";</p> <p>(10) General Condition 7(b) is deleted in its entirety and replaced with the following:</p>

"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, or the non-receipt of such notice will not affect the validity of any such modification.";

(11) General Condition 8 is deleted in its entirety and replaced with the following:

"SUBSTITUTION: (a) Substitution of Issuer. The Issuer may at any time without the consent of the Holders substitute for itself as issuer of the Securities with regard to any and all rights, obligations and liabilities under and in connection with the Securities: (A) The Royal Bank of Scotland plc, registered in Scotland under No. 90312, with its registered office at 36 St Andrew Square, Edinburgh EH2 2YB, ("**RBS**" or the "**Substitute**") subject to 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; or (B) any entity being any subsidiary or affiliate of RBS other than RBS (also, the "**Substitute**"), subject to: (i) 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; and (ii) the Issuer or RBS having issued a legal, valid and binding guarantee of the obligations and liabilities of the Substitute under the Securities for the benefit of each and any of the Holders; and in each case (A) and (B) subject to 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. 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.";

(12) Product Conditions - Relating to Express Certificates are amended by deleting Product Condition 4(d) in its entirety and replacing it with the following: "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 or calculations, the Calculation Agent shall act at all times in good faith and a commercially reasonable manner, with an aim of neutralising the distorting effects of such event."

(13) Product Conditions - Relating to Index Express Certificates are amended by deleting the definition of "Prevailing Rate" from Product Condition 1 in its entirety and replacing it with the following:

"Prevailing Rate" means the rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits in the Underlying Currency in the inter-bank market for each Calculation Period, by reference to the overnight LIBOR rate as published on Bloomberg page: BBAM and if no such page reference exists, such other page reference as the Calculation Agent determines or such other sources as the Calculation Agent may reasonably determine to be appropriate at such time;"

(14) Product Conditions - Relating to Index Express Certificates are amended by deleting Product Condition 3(d) in its entirety and replacing it with the following:

"Cash Settlement. Upon exercise, termination pursuant to an Issuer Call or following an Early Termination Event, in respect of each Security, a Holder shall receive, from the Issuer, on the Settlement Date either:

(i) The Cash Amount; or

(ii) The Issuer Call Cash Amount, following an Issuer Call; or

(iii) The Early Termination Amount, following an Early Termination Event.";

(15) Product Conditions - Relating to Index Express Certificates, Product Condition 3(i) is deleted and replaced with the words: "Intentionally left blank";

(16) Product Conditions - Relating to Index Express Certificates, Product Condition 3(j) is deleted and replaced with the words: "Intentionally left blank";

(17) Product Conditions - Relating to Index Express Certificates, Product Condition 3(k) 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 Notice";

(18) Product Conditions - Relating to Index Express Certificates, Product Condition 3(l) is deleted and replaced with the words: "Intentionally left blank"; and

(19) Product Conditions - Relating to Index Express Certificates, Product Condition 3(m) is deleted and replaced with the words: "Intentionally left blank".

(B) "Renunciation of payment of the Cash Amount and Issuer Call Cash Amount"

The Holder has the right to renounce receipt of the Cash Amount and the Issuer Call Cash Amount from the Issuer. The declaration of renunciation (the "Dichiarazione di Rinuncia") to renounce receipt of the Cash Amount or Issuer Call Cash Amount, executed according to the attached Annex B to the Final Terms and containing all the key characteristics of the EURO STOXX 50® Mini Future Short Certificates (to specify the relevant Series of Securities), must be sent by fax by 10:00 a.m. Milan time on the first Business Day following the Valuation Date or Issuer Call Date, as applicable.

Amendments to the Offering Procedure for the Securities:

None

ISIN:

NL0009476373

Common Code:

Not Applicable

Fondscod:

Not Applicable

WKN:

Not Applicable

Other Securities Code:

Not Applicable

Sales Restriction:

The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended ("**Securities Act**") and the Securities may not be exercised, offered, sold, transferred or delivered within the United States or to, or for the account or benefit of, any U.S. person as defined in Regulation S under the Securities Act. Furthermore, trading in the Securities has not been approved by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended and no U.S. person may at any time trade or maintain a position in the Securities.

INFORMATION ON THE UNDERLYING

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

Bloomberg code: SX5E <INDEX>

Website: www.stoxx.com and www.borsaitaliana.it

Italian Newspaper: Il Sole 24 Ore

Index disclaimer(s):

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or liability for the administration, management or marketing of the Securities. Consider the needs of the Securities or the owners of the Securities in determining, composing or calculating the Euro Stoxx 50 Index® or have any obligation to do so. STOXX and Dow Jones will not have any liability in connection with Securities. 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 Securities, the owner of the Securities or any other person in connection with the use of the Euro STOXX 50 Index® and the data included in the Euro STOXX 50 Index®; The accuracy or completeness of the Euro STOXX 50 Index® and its data; The merchantability and the fitness for a particular purpose or use of the Euro STOXX 50 Index® and its data; STOXX and Dow Jones will have no liability for any errors, omissions or interruptions in the 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. The licensing agreement between the The Royal Bank of Scotland N.V. and STOXX is solely for their benefit and not for the benefit of the owner of the Securities or any other third parties.

ADDITIONAL INFORMATION

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Final Terms and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Certificates and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective investors are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Certificates.

Pursuant to Article 67 of Presidential Decree No. 917 of 22 December 1986 and Legislative Decree No. 461 of 21 November 1997, as subsequently amended, where the Italian resident Certificateholder is (i) an individual not engaged in an entrepreneurial activity to which the Certificates are connected, (ii) a non commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, capital gains accrued under the sale or the exercise of the Certificates are subject to a 12.5 per cent substitute tax (*imposta sostitutiva*).

Particular provisions apply to Certificates held or managed by a qualified intermediary; the recipient may opt for two different tax regime: (1) under the "**risparmio amministrato**" regime, Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Certificates ; (2) under the "**risparmio gestito**" regime any capital gains realised by the Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Certificates, will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 12.5 per cent. substitute tax, to be paid by the managing authorised intermediary.

Where an Italian resident Certificateholder is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Certificates are effectively connected, capital gains arising from the Certificates will not be subject to *imposta sostitutiva*, but must be included in the relevant Certificateholder's income tax return and are therefore subject to Italian corporate tax.

Capital gains realised by non-Italian resident Certificateholders are not subject to Italian taxation, provided that the Certificates (i) are transferred on regulated markets, or (ii) if not transferred on regulated markets, are held outside of Italy.

It is worth noting that, in accordance with a different interpretation of current tax law, there is a remote possibility that the Certificates would be considered as 'atypical' securities pursuant to Article 8 of Law Decree No. 512 of

30 September 1983 as implemented by Law No. 649 of 25 November 1983. In this event, payments relating to Certificates may be subject to an Italian withholding tax, levied at the rate of 27 per cent. The 27 per cent. withholding tax mentioned above does not apply to payments made to a non-Italian resident Certificateholder and to an Italian resident Certificateholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (ii) a commercial partnership, or (iii) a commercial private or public institution.

RESPONSIBILITY

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

Annex A

Modulo - Dichiarazione di rinuncia all'esercizio

(Facsimile)

"DAX® INDEX MINI FUTURE SHORT CERTIFICATES"

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:

The Royal Bank of Scotland N.V.

Att.ne di Mark Tyson/Valentina Milano

Tel.: +44 (0) 207 678 1543

Fax: + 44 (0) 207 678 1051

"DAX® INDEX MINI FUTURE SHORT CERTIFICATES" (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

Annex B

Modulo - Dichiarazione di rinuncia all'esercizio

(Facsimile)

"EURO STOXX 50® MINI FUTURE SHORT CERTIFICATES"

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:

The Royal Bank of Scotland N.V.

Att.ne di Mark Tyson/Valentina Milano

Tel.: +44 (0) 207 678 1543

Fax: + 44 (0) 207 678 1051

"EURO STOXX 50® MINI FUTURE SHORT CERTIFICATES" (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

FINAL TERMS

DATED 26 MAY 2010

The Royal Bank of Scotland N.V.
(incorporated in The Netherlands with its statutory seat in Amsterdam)

1,000,000 FTSE MIB INDEX MINI FUTURE SHORT CERTIFICATES
INDICATIVE ISSUE PRICE: EUR 0.232
500,000 FTSE MIB INDEX MINI FUTURE SHORT CERTIFICATES
INDICATIVE ISSUE PRICE: EUR 0.262
500,000 FTSE MIB INDEX MINI FUTURE SHORT CERTIFICATES
INDICATIVE ISSUE PRICE: EUR 0.362
1,000,000 FTSE MIB INDEX MINI FUTURE SHORT CERTIFICATES
INDICATIVE ISSUE PRICE: EUR 0.462
800,000 NASDAQ-100® MINI FUTURE SHORT CERTIFICATES
INDICATIVE ISSUE PRICE: EUR 0.273
800,000 RDX INDEX MINI FUTURE SHORT CERTIFICATES
INDICATIVE ISSUE PRICE: EUR 0.304
800,000 S&P 500 INDEX MINI FUTURE SHORT CERTIFICATES
INDICATIVE ISSUE PRICE: EUR 0.144

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT) OR THE SECURITIES LAWS OF ANY STATE OR POLITICAL SUBDIVISION OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON, EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO THE REQUIREMENTS OF THE SECURITIES ACT AND ANY APPLICABLE U.S. STATE SECURITIES LAWS. THE SECURITIES ARE BEING OFFERED AND SOLD ONLY: (i) OUTSIDE THE UNITED STATES TO PERSONS OTHER THAN U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) IN OFFSHORE TRANSACTIONS THAT MEET THE REQUIREMENTS OF REGULATION S UNDER THE SECURITIES ACT; AND (ii) ONLY WITH RESPECT TO THE EQUITY CERTIFICATES (AS DEFINED HEREIN) IN REGISTERED FORM TO U.S. PERSONS WHO ARE "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A OF THE SECURITIES ACT). FURTHERMORE, TRADING IN THE SECURITIES HAS NOT BEEN APPROVED BY THE UNITED STATES COMMODITY FUTURES TRADING COMMISSION UNDER THE UNITED STATES COMMODITY EXCHANGE ACT, AS AMENDED AND NO U.S. PERSON MAY AT ANY TIME TRADE OR MAINTAIN A POSITION IN THE SECURITIES.

These Final Terms, the Certificates Base Prospectus, as supplemented from time to time and any additional information with regard to FTSE MIB Index Mini Future Short Certificates, Nasdaq-100® Mini Future Short Certificates, RDX Index Mini Future Short Certificates, S&P 500 Index Mini Future Short Certificates shall be published on the Issuer's website: www.rbsbank.it/markets

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 Securities described herein (the "relevant Product Conditions") as set forth in the Base Prospectus relating to Certificates dated 1 July 2009 (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 Securities s 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 Securities 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 office of the Issuer at 250 Bishopsgate, London EC2M 4AA, United Kingdom 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 Securities described herein and will be attached to any Global Security representing each such Series of the Securities. 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), Financial Supervisory Authority (FIN-FSA), the Danish Financial Services Authority (Finanstilsynet), the Swedish Financial Supervisory Authority, the Czech National Bank (CNB) and Comisia Nationala a Valorilor Mobiliare (CNVM) 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 (i) the Issuer, (ii) the Calculation Agent, see "Risk Factors – Actions taken by the Calculation Agent may affect the Underlying" and "Risk Factors – Actions taken by the Issuer may affect the value of the Securities" in the Base Prospectus and (iii) the third party distributors) involved in the issue of the Certificates has an interest material to the offer.

Issuer:	The Royal Bank of Scotland 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:	Monte Titoli S.p.A, Euroclear Bank S.A./N.V. as operator of the Euroclear system, Clearstream Banking, société anonyme
Form of the Securities:	Dematerialised Form
Launch Date:	27 May 2010
Subscription Period:	Not Applicable
As, if and when issued trading:	Not Applicable
Issue Date:	27 May 2010
Listing:	Italian Stock Exchange (Sedex)
Listing Date:	The Issue Date or as soon as practicable thereafter
Pricing Date:	Not Applicable
Admission to Trading:	Application will be made for the Securities to be admitted to trading on the Italian Stock Exchange (SeDeX) with effect from the Listing Date
Announcements to Holders:	Delivered to Borsa Italiana S.p.A for delivery to the market
Principal Agent:	The Royal Bank of Scotland N.V., London branch, 250 Bishopsgate, London EC2M 4AA, United Kingdom
Registrar:	None
Agent(s):	BNP Paribas Milan
Calculation Agent:	The Royal Bank of Scotland N.V., London branch, 250 Bishopsgate, London EC2M 4AA, United Kingdom
Indication of Yield:	Not Applicable

INDEX EXPRESS CERTIFICATES

Series:	FTSE MIB Index Mini Future Short Certificates
Issue Price:	EUR 0.232 (Indicative)
Additional Market Disruption Events:	None
Basket:	Not Applicable
Business Day:	As stated in Product Condition 1
Calculation Period:	As stated in Product Condition 1
Cash Amount:	<p>The amount determined by the Calculation Agent in accordance with the following formula, provided that the Cash Amount shall not be less than zero:</p> $(\text{Current Strike Level} - \text{Final Reference Price}) \times \text{Entitlement}$ <p>The Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards</p> <p>Where:</p> <p>“Final Exchange Rate” means the Exchange Rate published by the European Central Bank on the Valuation Date, Termination Date or Issuer Call Date, as applicable, at or around 14:15 Central European Time and quoted on Reuters page ECB37 and the website www.ecb.int</p>
Certificate:	Not Applicable
Current Barrier Level:	<p>As stated in Product Condition 1 and rounded downwards to the next whole unit in the Underlying Currency. The Current Barrier Level on the Launch Date shall be EUR 20,286 and shall be recalculated on each Reset Date, starting from the first Reset Date following the Listing Date</p> <p>The Current Barrier Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Barrier Level becomes effective</p>
Current Premium:	2%
Current Spread:	2.5%
Current Strike Level:	<p>Subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) determined by the Calculation Agent, on each Exchange Business Day, in accordance with the following formula:</p> <p>(a) the Current Strike Level on the previous Exchange Business Day; plus</p>

(b) Funding Cost; and minus

(c) Notional Dividend Amounts.

The Current Strike Level will be rounded to the nearest whole unit in the Underlying Currency, 0.5 being rounded upwards. The Current Strike Level on the Launch Date shall be 20,700 and shall be recalculated on each Exchange Business Day, starting from the Exchange Business Day following the Listing Date

The Current Strike Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00 p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Strike Level becomes effective

Early Termination Amount:

The amount determined by the Calculation Agent in accordance with the following formula, provided that the Early Termination Amount shall not be less than zero:

$$(\text{Current Strike Level on the Termination Date} - \text{Early Termination Reference Price}) \times \text{Entitlement}$$

The Early Termination Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards

Where:

“Early Termination Reference Price” means, subject to any adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) as determined by or on behalf of the Calculation Agent to be the highest level of the Index on the Termination Date; and

“Termination Date” means the date on which the Early Termination Event occurs in the determination of the Calculation Agent

Early Termination Date:

Not Applicable

Early Termination Event:

Occurs if, in the determination of the Calculation Agent and subject to any adjustment in accordance with Product Condition 4, the Reference Price is equal to or greater than the Current Barrier Level on any Trading Day from (and including) the Listing Date to (and excluding) the Valuation Date, or Issuer Call Date, if applicable (other than a time at which there is a Market Disruption Event)

Where:

“Reference Price” means an amount (which shall be deemed to be a monetary value in the Underlying Currency) equal to the level of the Index at any 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) 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
Emerging Market Disruption Events:	As stated in Product Condition 1
Entitlement:	0.0001
Exchange Business Day:	Any day that is (or but for the occurrence of a Market Disruption Event would have been) a trading day on the Italian Stock Exchange, or any successor to that exchange, other than a day on which trading on the Exchange is scheduled to close prior to its regular weekday closing time
Exercise Date:	31 March 2020
Express Long:	Not Applicable
Express Short:	Applicable
Final Reference Price:	The Reference Price at the Valuation Time on the Valuation Date or the Issuer Call Date, as the case may be
Funding Cost:	As stated in Product Condition 1
Index:	FTSE MIB Index (Bloomberg code: FTSEMIB)
Initial Reference Price:	Not Applicable
Interest:	Not Applicable
Interest Amount:	Not Applicable
Interest Payment Dates:	Not Applicable
Interest Period:	Not Applicable
Interest Rate:	Not Applicable
Interest Rate Day Count Fraction:	Not Applicable
Issuer Call:	Applicable
Issuer Call Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Issuer Call Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ The Issuer Call Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards
Issuer Call Commencement Date:	The first Business Day immediately following the one year period from (and including) the Launch Date
Issuer Call Notice Period:	One calendar month
Launch Date:	27 May 2010
Notional Dividend Amount:	Not Applicable
Notional Dividend Period:	Not Applicable

Pricing Date(s):	Not Applicable
Relevant Currency:	As stated in Product Condition 1
Relevant Number of Trading Days:	For the purposes of: Early Termination Date: Not Applicable Valuation Date: 5, or in respect of an Emerging Market Disruption Event only, 180 Issuer Call Date: 5, or in respect of an Emerging Market Disruption Event only, 180
Reset Date:	As stated in Product Condition 1, on the 15th day of each calendar month
Settlement Currency:	EUR
Settlement Date:	Means (i) the sixth Business Day following the Termination Date if an Early Termination Event has occurred, (ii) the third Business Day following the Issuer Call Date if an Issuer Call has occurred and otherwise (iii) the third Business Day following the Valuation Date
Standard Currency:	As stated in Product Condition 1
Underlying Currency:	EUR
Valuation Date(s):	The Exercise Date
Valuation Time:	The time with reference to which the Index Sponsor calculates the "opening-auction price" of each Share that comprises the relevant Index on the Exchange
Amendments to General Conditions and/or Product Conditions:	<p>(A)(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";</p> <p>(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,";</p> <p>(3) General Condition 5(b)(i) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(4) General Condition 5(b)(ii) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(5) General Condition 5(b)(iv) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(6) General Condition 5(b)(v) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(7) 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";</p> <p>(8) General Condition 5(d) is deleted and replaced with the words: "Intentionally left blank";</p>

(9) General Condition 7(a) (ii) (iii) and (iv) are deleted and replaced with the words: "Intentionally left blank";

(10) 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, or the non-receipt of such notice will not affect the validity of any such modification.";

(11) General Condition 8 is deleted in its entirety and replaced with the following:

"SUBSTITUTION: (a) Substitution of Issuer. The Issuer may at any time without the consent of the Holders substitute for itself as issuer of the Securities with regard to any and all rights, obligations and liabilities under and in connection with the Securities: (A) The Royal Bank of Scotland plc, registered in Scotland under No. 90312, with its registered office at 36 St Andrew Square, Edinburgh EH2 2YB, ("**RBS**" or the "**Substitute**") subject to 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; or (B) any entity being any subsidiary or affiliate of RBS other than RBS (also, the "**Substitute**"), subject to: (i) 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; and (ii) the Issuer or RBS having issued a legal, valid and binding guarantee of the obligations and liabilities of the Substitute under the Securities for the benefit of each and any of the Holders; and in each case (A) and (B) subject to 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. 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.";

(12) Product Conditions - Relating to Express Certificates are amended by deleting Product Condition 4(d) in its entirety and replacing it with the following: "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 or calculations, the Calculation Agent shall act at all times in good faith and a commercially reasonable manner, with an aim of neutralising the distorting effects of such event."

(13) Product Conditions - Relating to Index Express Certificates are amended by deleting the definition of "Prevailing Rate" from Product Condition 1 in its entirety and replacing it with the following:

"Prevailing Rate" means the rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits in the Underlying Currency in the inter-bank market for each Calculation Period, by reference to the overnight LIBOR rate as published on Bloomberg page: BBAM and if no such page reference exists, such other page reference as the Calculation Agent determines or such other sources as the Calculation Agent may reasonably determine to be appropriate at such time;"

(14) 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 the Index, any day on which the Index Sponsor should calculate and publish the relevant level of the Index according to its rules;"

(15) Product Conditions - Relating to Index Express Certificates are amended by deleting Product Condition 3(d) in its entirety and replacing it with the following:

"Cash Settlement. Upon exercise, termination pursuant to an Issuer Call or following an Early Termination Event, in respect of each Security, a Holder shall receive, from the Issuer, on the Settlement Date either:

(i) The Cash Amount; or

(ii) The Issuer Call Cash Amount, following an Issuer Call; or

(iii) The Early Termination Amount, following an Early Termination Event.";

(16) Product Conditions - Relating to Index Express Certificates, Product Condition 3(i) is deleted and replaced with the words: "Intentionally left blank";

(17) Product Conditions - Relating to Index Express Certificates, Product Condition 3(j) is deleted and replaced with the words: "Intentionally left blank";

(18) Product Conditions - Relating to Index Express Certificates, Product Condition 3(k) 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 Notice";

(19) Product Conditions - Relating to Index Express Certificates, Product Condition 3(l) is deleted and replaced with the words: "Intentionally left blank";

(20) Product Conditions - Relating to Index Express Certificates, Product Condition 3(m) is deleted and replaced with the words: "Intentionally left blank"; and

(21) Product Conditions - Relating to Index Express Certificates, the definition of Market Disruption Event in Product Condition 4(a) is amended by deleting from the first sentence the words "that ends at the official close" and replacing them with the words "starting from the official opening".

(B) "Renunciation of payment of the Cash Amount and Issuer Call Cash Amount"

The Holder has the right to renounce receipt of the Cash Amount and the Issuer Call Cash Amount from the Issuer. The declaration of renunciation (the "Dichiarazione di Rinuncia") to renounce receipt of the Cash Amount or Issuer Call Cash Amount, executed according to the attached Annex A to the Final Terms and containing all the key characteristics of the FTSE MIB Index Mini Future Short Certificates (to specify the relevant Series of Securities), must be sent by fax by 10:00 a.m. Milan time on the Valuation Date or Issuer Call Date, as applicable.

Amendments to the Offering Procedure for the Securities:

None

ISIN:

NL0009476449

Common Code:

Not Applicable

Fondscod:

Not Applicable

WKN:

Not Applicable

Other Securities Code:

Not Applicable

Sales Restriction:

The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended ("**Securities Act**") and the Securities may not be exercised, offered, sold, transferred or delivered within the United States or to, or for the account or benefit of, any U.S. person as defined in Regulation S under the Securities Act. Furthermore, trading in the Securities has not been approved by the United States Commodity Futures Trading Commission under the United States Commodity

Exchange Act, as amended and no U.S. person may at any time trade or maintain a position in the Securities.

INFORMATION ON THE UNDERLYING

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

Index disclaimer(s):

Bloomberg code: FTSEMIB <INDEX>

Website: www.ftse.com and www.borsaitaliana.it

Italian Newspaper: Il Sole 24 Ore

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ADDITIONAL INFORMATION

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Final Terms and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Certificates and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective investors are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Certificates.

Pursuant to Article 67 of Presidential Decree No. 917 of 22 December 1986 and Legislative Decree No. 461 of 21 November 1997, as subsequently amended, where the Italian resident Certificateholder is (i) an individual not engaged in an entrepreneurial activity to which the Certificates are connected, (ii) a non commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, capital gains accrued under the sale or the exercise of the Certificates are subject to a 12.5 per cent substitute tax (*imposta sostitutiva*).

Particular provisions apply to Certificates held or managed by a qualified intermediary; the recipient may opt for two different tax regime: (1) under the "**risparmio amministrato**" regime, Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Certificates ; (2) under the "**risparmio gestito**" regime any capital gains realised by the Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Certificates, will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 12.5 per cent. substitute tax, to be paid by the managing authorised intermediary.

Where an Italian resident Certificateholder is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Certificates are effectively connected, capital gains arising from the Certificates will not be subject to *imposta sostitutiva*, but must be included in the relevant Certificateholder's income tax return and are therefore subject to Italian corporate tax.

Capital gains realised by non-Italian resident Certificateholders are not subject to Italian taxation, provided that the Certificates (i) are transferred on regulated markets, or (ii) if not transferred on regulated markets, are held outside of Italy.

It is worth noting that, in accordance with a different interpretation of current tax law, there is a remote possibility that the Certificates would be considered as 'atypical' securities pursuant to Article 8 of Law Decree No. 512 of

30 September 1983 as implemented by Law No. 649 of 25 November 1983. In this event, payments relating to Certificates may be subject to an Italian withholding tax, levied at the rate of 27 per cent. The 27 per cent. withholding tax mentioned above does not apply to payments made to a non-Italian resident Certificateholder and to an Italian resident Certificateholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (ii) a commercial partnership, or (iii) a commercial private or public institution.

Series:	FTSE MIB Index Mini Future Short Certificates
Issue Price:	EUR 0.262 (Indicative)
Additional Market Disruption Events:	None
Basket:	Not Applicable
Business Day:	As stated in Product Condition 1
Calculation Period:	As stated in Product Condition 1
Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ <p>The Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards</p> <p>Where:</p> <p>“Final Exchange Rate” means the Exchange Rate published by the European Central Bank on the Valuation Date, Termination Date or Issuer Call Date, as applicable, at or around 14:15 Central European Time and quoted on Reuters page ECB37 and the website www.ecb.int</p>
Certificate:	Not Applicable
Current Barrier Level:	As stated in Product Condition 1 and rounded downwards to the next whole unit in the Underlying Currency. The Current Barrier Level on the Launch Date shall be EUR 20,580 and shall be recalculated on each Reset Date, starting from the first Reset Date following the Listing Date <p>The Current Barrier Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Barrier Level becomes effective</p>
Current Premium:	2%
Current Spread:	2.5%
Current Strike Level:	Subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) determined by the Calculation Agent, on each Exchange Business Day, in accordance with the following formula: <ul style="list-style-type: none"> (a) the Current Strike Level on the previous Exchange Business Day; plus (b) Funding Cost; and minus (c) Notional Dividend Amounts. <p>The Current Strike Level will be rounded to the nearest whole unit in the Underlying Currency, 0.5 being rounded upwards. The</p>

Current Strike Level on the Launch Date shall be 21,000 and shall be recalculated on each Exchange Business Day, starting from the Exchange Business Day following the Listing Date

The Current Strike Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00 p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Strike Level becomes effective

Early Termination Amount:

The amount determined by the Calculation Agent in accordance with the following formula, provided that the Early Termination Amount shall not be less than zero:

(Current Strike Level on the Termination Date - Early Termination Reference Price) x Entitlement

The Early Termination Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards

Where:

“Early Termination Reference Price” means, subject to any adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) as determined by or on behalf of the Calculation Agent to be the highest level of the Index on the Termination Date; and

“Termination Date” means the date on which the Early Termination Event occurs in the determination of the Calculation Agent

Early Termination Date:

Not Applicable

Early Termination Event:

Occurs if, in the determination of the Calculation Agent and subject to any adjustment in accordance with Product Condition 4, the Reference Price is equal to or greater than the Current Barrier Level on any Trading Day from (and including) the Listing Date to (and excluding) the Valuation Date, or Issuer Call Date, if applicable (other than a time at which there is a Market Disruption Event)

Where:

“Reference Price” means an amount (which shall be deemed to be a monetary value in the Underlying Currency) equal to the level of the Index at any 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) 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
Emerging Market Disruption Events:	As stated in Product Condition 1
Entitlement:	0.0001
Exchange Business Day:	Any day that is (or but for the occurrence of a Market Disruption Event would have been) a trading day on the Italian Stock Exchange, or any successor to that exchange, other than a day on which trading on the Exchange is scheduled to close prior to its regular weekday closing time
Exercise Date:	31 March 2020
Express Long:	Not Applicable
Express Short:	Applicable
Final Reference Price:	The Reference Price at the Valuation Time on the Valuation Date or the Issuer Call Date, as the case may be
Funding Cost:	As stated in Product Condition 1
Index:	FTSE MIB Index (Bloomberg code: FTSEMIB)
Initial Reference Price:	Not Applicable
Interest:	Not Applicable
Interest Amount:	Not Applicable
Interest Payment Dates:	Not Applicable
Interest Period:	Not Applicable
Interest Rate:	Not Applicable
Interest Rate Day Count Fraction:	Not Applicable
Issuer Call:	Applicable
Issuer Call Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Issuer Call Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ The Issuer Call Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards
Issuer Call Commencement Date:	The first Business Day immediately following the one year period from (and including) the Launch Date
Issuer Call Notice Period:	One calendar month
Launch Date:	27 May 2010
Notional Dividend Amount:	Not Applicable
Notional Dividend Period:	Not Applicable
Pricing Date(s):	Not Applicable
Relevant Currency:	As stated in Product Condition 1
Relevant Number of Trading Days:	For the purposes of: Early Termination Date: Not Applicable

	Valuation Date: 5, or in respect of an Emerging Market Disruption Event only, 180
	Issuer Call Date: 5, or in respect of an Emerging Market Disruption Event only, 180
Reset Date:	As stated in Product Condition 1, on the 15th day of each calendar month
Settlement Currency:	EUR
Settlement Date:	Means (i) the sixth Business Day following the Termination Date if an Early Termination Event has occurred, (ii) the third Business Day following the Issuer Call Date if an Issuer Call has occurred and otherwise (iii) the third Business Day following the Valuation Date
Standard Currency:	As stated in Product Condition 1
Underlying Currency:	EUR
Valuation Date(s):	The Exercise Date
Valuation Time:	The time with reference to which the Index Sponsor calculates the "opening-auction price" of each Share that comprises the relevant Index on the Exchange
Amendments to General Conditions and/or Product Conditions:	<p>(A)(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";</p> <p>(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,";</p> <p>(3) General Condition 5(b)(i) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(4) General Condition 5(b)(ii) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(5) General Condition 5(b)(iv) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(6) General Condition 5(b)(v) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(7) 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";</p> <p>(8) General Condition 5(d) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(9) General Condition 7(a) (ii) (iii) and (iv) are deleted and replaced with the words: "Intentionally left blank";</p> <p>(10) General Condition 7(b) is deleted in its entirety and replaced with the following:</p>

"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, or the non-receipt of such notice will not affect the validity of any such modification.";

(11) General Condition 8 is deleted in its entirety and replaced with the following:

"SUBSTITUTION: (a) Substitution of Issuer. The Issuer may at any time without the consent of the Holders substitute for itself as issuer of the Securities with regard to any and all rights, obligations and liabilities under and in connection with the Securities: (A) The Royal Bank of Scotland plc, registered in Scotland under No. 90312, with its registered office at 36 St Andrew Square, Edinburgh EH2 2YB, ("**RBS**" or the "**Substitute**") subject to 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; or (B) any entity being any subsidiary or affiliate of RBS other than RBS (also, the "**Substitute**"), subject to: (i) 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; and (ii) the Issuer or RBS having issued a legal, valid and binding guarantee of the obligations and liabilities of the Substitute under the Securities for the benefit of each and any of the Holders; and in each case (A) and (B) subject to 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. 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.";

(12) Product Conditions - Relating to Express Certificates are amended by deleting Product Condition 4(d) in its entirety and replacing it with the following: "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 or calculations, the Calculation Agent shall act at all times in good faith and a commercially reasonable manner, with an aim of neutralising the distorting effects of such event."

(13) Product Conditions - Relating to Index Express Certificates are amended by deleting the definition of "Prevailing Rate" from Product Condition 1 in its entirety and replacing it with the following:

"Prevailing Rate" means the rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits in the Underlying Currency in the inter-bank market for each Calculation Period, by reference to the overnight LIBOR rate as published on Bloomberg page: BBAM and if no such page reference exists, such other page reference as the Calculation Agent determines or such other sources as the Calculation Agent may reasonably determine to be appropriate at such time;"

(14) 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 the Index, any day on which the Index Sponsor should calculate and publish the relevant level of the Index according to its rules;"

(15) Product Conditions - Relating to Index Express Certificates are amended by deleting Product Condition 3(d) in its entirety and replacing it with the following:

"Cash Settlement. Upon exercise, termination pursuant to an Issuer Call or following an Early Termination Event, in respect of each Security, a Holder shall receive, from the Issuer, on the Settlement Date either:

- (i) The Cash Amount; or
- (ii) The Issuer Call Cash Amount, following an Issuer Call; or
- (iii) The Early Termination Amount, following an Early Termination Event.";

(16) Product Conditions - Relating to Index Express Certificates, Product Condition 3(i) is deleted and replaced with the words: "Intentionally left blank";

(17) Product Conditions - Relating to Index Express Certificates, Product Condition 3(j) is deleted and replaced with the words: "Intentionally left blank";

(18) Product Conditions - Relating to Index Express Certificates, Product Condition 3(k) 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 Notice";

(19) Product Conditions - Relating to Index Express Certificates, Product Condition 3(l) is deleted and replaced with the words: "Intentionally left blank";

(20) Product Conditions - Relating to Index Express Certificates, Product Condition 3(m) is deleted and replaced with the words: "Intentionally left blank"; and

(21) Product Conditions - Relating to Index Express Certificates, the definition of Market Disruption Event in Product Condition 4(a) is amended by deleting from the first sentence the words "that ends at the official close" and replacing them with the words "starting from the official opening".

(B) "Renunciation of payment of the Cash Amount and Issuer Call Cash Amount"

The Holder has the right to renounce receipt of the Cash Amount and the Issuer Call Cash Amount from the Issuer. The declaration of renunciation (the "Dichiarazione di Rinuncia") to renounce receipt of the Cash Amount or Issuer Call Cash Amount, executed according to the attached Annex A to the Final Terms and containing all the key characteristics of the FTSE MIB Index Mini Future Short Certificates (to specify the relevant Series of Securities), must be sent by fax by 10:00 a.m. Milan time on the Valuation Date or Issuer Call Date, as applicable.

Amendments to the Offering Procedure for the Securities:

None

ISIN:

NL0009476431

Common Code:

Not Applicable

Fondscod:

Not Applicable

WKN:

Not Applicable

Other Securities Code:

Not Applicable

Sales Restriction:

The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended ("**Securities Act**") and the Securities may not be exercised, offered, sold, transferred or delivered within the United States or to, or for the account or benefit of, any U.S. person as defined in Regulation S under the Securities Act. Furthermore, trading in the Securities has not been approved by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended and no U.S. person may at any time trade or maintain a position in the Securities.

INFORMATION ON THE UNDERLYING

Page where information about the past and future performance of the

Bloomberg code: FTSEMIB <INDEX>

Website: www.ftse.com and www.borsaitaliana.it

Underlying and its volatility can be obtained:

Index disclaimer(s):

Italian Newspaper: Il Sole 24 Ore

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ADDITIONAL INFORMATION

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Final Terms and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Certificates and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective investors are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Certificates.

Pursuant to Article 67 of Presidential Decree No. 917 of 22 December 1986 and Legislative Decree No. 461 of 21 November 1997, as subsequently amended, where the Italian resident Certificateholder is (i) an individual not engaged in an entrepreneurial activity to which the Certificates are connected, (ii) a non commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, capital gains accrued under the sale or the exercise of the Certificates are subject to a 12.5 per cent substitute tax (*imposta sostitutiva*).

Particular provisions apply to Certificates held or managed by a qualified intermediary; the recipient may opt for two different tax regime: (1) under the "**risparmio amministrato**" regime, Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Certificates ; (2) under the "**risparmio gestito**" regime any capital gains realised by the Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Certificates, will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 12.5 per cent. substitute tax, to be paid by the managing authorised intermediary.

Where an Italian resident Certificateholder is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Certificates are effectively connected, capital gains arising from the Certificates will not be subject to *imposta sostitutiva*, but must be included in the relevant Certificateholder's income tax return and are therefore subject to Italian corporate tax.

Capital gains realised by non-Italian resident Certificateholders are not subject to Italian taxation, provided that the Certificates (i) are transferred on regulated markets, or (ii) if not transferred on regulated markets, are held outside of Italy.

It is worth noting that, in accordance with a different interpretation of current tax law, there is a remote possibility that the Certificates would be considered as 'atypical' securities pursuant to Article 8 of Law Decree No. 512 of

30 September 1983 as implemented by Law No. 649 of 25 November 1983. In this event, payments relating to Certificates may be subject to an Italian withholding tax, levied at the rate of 27 per cent. The 27 per cent. withholding tax mentioned above does not apply to payments made to a non-Italian resident Certificateholder and to an Italian resident Certificateholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (ii) a commercial partnership, or (iii) a commercial private or public institution.

Series:	FTSE MIB Index Mini Future Short Certificates
Issue Price:	EUR 0.362 (Indicative)
Additional Market Disruption Events:	None
Basket:	Not Applicable
Business Day:	As stated in Product Condition 1
Calculation Period:	As stated in Product Condition 1
Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ <p>The Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards</p> <p>Where:</p> <p>“Final Exchange Rate” means the Exchange Rate published by the European Central Bank on the Valuation Date, Termination Date or Issuer Call Date, as applicable, at or around 14:15 Central European Time and quoted on Reuters page ECB37 and the website www.ecb.int</p>
Certificate:	Not Applicable
Current Barrier Level:	As stated in Product Condition 1 and rounded downwards to the next whole unit in the Underlying Currency. The Current Barrier Level on the Launch Date shall be EUR 21,560 and shall be recalculated on each Reset Date, starting from the first Reset Date following the Listing Date <p>The Current Barrier Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Barrier Level becomes effective</p>
Current Premium:	2%
Current Spread:	2.5%
Current Strike Level:	Subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) determined by the Calculation Agent, on each Exchange Business Day, in accordance with the following formula: <ul style="list-style-type: none"> (a) the Current Strike Level on the previous Exchange Business Day; plus (b) Funding Cost; and minus (c) Notional Dividend Amounts. <p>The Current Strike Level will be rounded to the nearest whole unit in the Underlying Currency, 0.5 being rounded upwards. The</p>

Current Strike Level on the Launch Date shall be 22,000 and shall be recalculated on each Exchange Business Day, starting from the Exchange Business Day following the Listing Date

The Current Strike Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00 p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Strike Level becomes effective

Early Termination Amount:

The amount determined by the Calculation Agent in accordance with the following formula, provided that the Early Termination Amount shall not be less than zero:

(Current Strike Level on the Termination Date - Early Termination Reference Price) x Entitlement

The Early Termination Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards

Where:

“Early Termination Reference Price” means, subject to any adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) as determined by or on behalf of the Calculation Agent to be the highest level of the Index on the Termination Date; and

“Termination Date” means the date on which the Early Termination Event occurs in the determination of the Calculation Agent

Early Termination Date:

Not Applicable

Early Termination Event:

Occurs if, in the determination of the Calculation Agent and subject to any adjustment in accordance with Product Condition 4, the Reference Price is equal to or greater than the Current Barrier Level on any Trading Day from (and including) the Listing Date to (and excluding) the Valuation Date, or Issuer Call Date, if applicable (other than a time at which there is a Market Disruption Event)

Where:

“Reference Price” means an amount (which shall be deemed to be a monetary value in the Underlying Currency) equal to the level of the Index at any 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) 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
Emerging Market Disruption Events:	As stated in Product Condition 1
Entitlement:	0.0001
Exchange Business Day:	Any day that is (or but for the occurrence of a Market Disruption Event would have been) a trading day on the Italian Stock Exchange, or any successor to that exchange, other than a day on which trading on the Exchange is scheduled to close prior to its regular weekday closing time
Exercise Date:	31 March 2020
Express Long:	Not Applicable
Express Short:	Applicable
Final Reference Price:	The Reference Price at the Valuation Time on the Valuation Date or the Issuer Call Date, as the case may be
Funding Cost:	As stated in Product Condition 1
Index:	FTSE MIB Index (Bloomberg code: FTSEMIB)
Initial Reference Price:	Not Applicable
Interest:	Not Applicable
Interest Amount:	Not Applicable
Interest Payment Dates:	Not Applicable
Interest Period:	Not Applicable
Interest Rate:	Not Applicable
Interest Rate Day Count Fraction:	Not Applicable
Issuer Call:	Applicable
Issuer Call Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Issuer Call Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ The Issuer Call Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards
Issuer Call Commencement Date:	The first Business Day immediately following the one year period from (and including) the Launch Date
Issuer Call Notice Period:	One calendar month
Launch Date:	27 May 2010
Notional Dividend Amount:	Not Applicable
Notional Dividend Period:	Not Applicable
Pricing Date(s):	Not Applicable
Relevant Currency:	As stated in Product Condition 1
Relevant Number of Trading Days:	For the purposes of: Early Termination Date: Not Applicable

	Valuation Date: 5, or in respect of an Emerging Market Disruption Event only, 180
	Issuer Call Date: 5, or in respect of an Emerging Market Disruption Event only, 180
Reset Date:	As stated in Product Condition 1, on the 15th day of each calendar month
Settlement Currency:	EUR
Settlement Date:	Means (i) the sixth Business Day following the Termination Date if an Early Termination Event has occurred, (ii) the third Business Day following the Issuer Call Date if an Issuer Call has occurred and otherwise (iii) the third Business Day following the Valuation Date
Standard Currency:	As stated in Product Condition 1
Underlying Currency:	EUR
Valuation Date(s):	The Exercise Date
Valuation Time:	The time with reference to which the Index Sponsor calculates the "opening-auction price" of each Share that comprises the relevant Index on the Exchange
Amendments to General Conditions and/or Product Conditions:	<p>(A)(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";</p> <p>(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,";</p> <p>(3) General Condition 5(b)(i) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(4) General Condition 5(b)(ii) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(5) General Condition 5(b)(iv) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(6) General Condition 5(b)(v) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(7) 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";</p> <p>(8) General Condition 5(d) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(9) General Condition 7(a) (ii) (iii) and (iv) are deleted and replaced with the words: "Intentionally left blank";</p> <p>(10) General Condition 7(b) is deleted in its entirety and replaced with the following:</p>

"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, or the non-receipt of such notice will not affect the validity of any such modification.";

(11) General Condition 8 is deleted in its entirety and replaced with the following:

"SUBSTITUTION: (a) Substitution of Issuer. The Issuer may at any time without the consent of the Holders substitute for itself as issuer of the Securities with regard to any and all rights, obligations and liabilities under and in connection with the Securities: (A) The Royal Bank of Scotland plc, registered in Scotland under No. 90312, with its registered office at 36 St Andrew Square, Edinburgh EH2 2YB, ("**RBS**" or the "**Substitute**") subject to 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; or (B) any entity being any subsidiary or affiliate of RBS other than RBS (also, the "**Substitute**"), subject to: (i) 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; and (ii) the Issuer or RBS having issued a legal, valid and binding guarantee of the obligations and liabilities of the Substitute under the Securities for the benefit of each and any of the Holders; and in each case (A) and (B) subject to 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. 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.";

(12) Product Conditions - Relating to Express Certificates are amended by deleting Product Condition 4(d) in its entirety and replacing it with the following: "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 or calculations, the Calculation Agent shall act at all times in good faith and a commercially reasonable manner, with an aim of neutralising the distorting effects of such event."

(13) Product Conditions - Relating to Index Express Certificates are amended by deleting the definition of "Prevailing Rate" from Product Condition 1 in its entirety and replacing it with the following:

"Prevailing Rate" means the rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits in the Underlying Currency in the inter-bank market for each Calculation Period, by reference to the overnight LIBOR rate as published on Bloomberg page: BBAM and if no such page reference exists, such other page reference as the Calculation Agent determines or such other sources as the Calculation Agent may reasonably determine to be appropriate at such time;"

(14) 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 the Index, any day on which the Index Sponsor should calculate and publish the relevant level of the Index according to its rules;"

(15) Product Conditions - Relating to Index Express Certificates are amended by deleting Product Condition 3(d) in its entirety and replacing it with the following:

"Cash Settlement. Upon exercise, termination pursuant to an Issuer Call or following an Early Termination Event, in respect of each Security, a Holder shall receive, from the Issuer, on the Settlement Date either:

- (i) The Cash Amount; or
- (ii) The Issuer Call Cash Amount, following an Issuer Call; or
- (iii) The Early Termination Amount, following an Early Termination Event.";

(16) Product Conditions - Relating to Index Express Certificates, Product Condition 3(i) is deleted and replaced with the words: "Intentionally left blank";

(17) Product Conditions - Relating to Index Express Certificates, Product Condition 3(j) is deleted and replaced with the words: "Intentionally left blank";

(18) Product Conditions - Relating to Index Express Certificates, Product Condition 3(k) 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 Notice";

(19) Product Conditions - Relating to Index Express Certificates, Product Condition 3(l) is deleted and replaced with the words: "Intentionally left blank";

(20) Product Conditions - Relating to Index Express Certificates, Product Condition 3(m) is deleted and replaced with the words: "Intentionally left blank"; and

(21) Product Conditions - Relating to Index Express Certificates, the definition of Market Disruption Event in Product Condition 4(a) is amended by deleting from the first sentence the words "that ends at the official close" and replacing them with the words "starting from the official opening".

(B) "Renunciation of payment of the Cash Amount and Issuer Call Cash Amount"

The Holder has the right to renounce receipt of the Cash Amount and the Issuer Call Cash Amount from the Issuer. The declaration of renunciation (the "Dichiarazione di Rinuncia") to renounce receipt of the Cash Amount or Issuer Call Cash Amount, executed according to the attached Annex A to the Final Terms and containing all the key characteristics of the FTSE MIB Index Mini Future Short Certificates (to specify the relevant Series of Securities), must be sent by fax by 10:00 a.m. Milan time on the Valuation Date or Issuer Call Date, as applicable.

Amendments to the Offering Procedure for the Securities:

None

ISIN:

NL0009476423

Common Code:

Not Applicable

Fondscod:

Not Applicable

WKN:

Not Applicable

Other Securities Code:

Not Applicable

Sales Restriction:

The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended ("**Securities Act**") and the Securities may not be exercised, offered, sold, transferred or delivered within the United States or to, or for the account or benefit of, any U.S. person as defined in Regulation S under the Securities Act. Furthermore, trading in the Securities has not been approved by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended and no U.S. person may at any time trade or maintain a position in the Securities.

INFORMATION ON THE UNDERLYING

Page where information about the past and future performance of the

Bloomberg code: FTSEMIB <INDEX>

Website: www.ftse.com and www.borsaitaliana.it

Underlying and its volatility can be obtained:

Index disclaimer(s):

Italian Newspaper: Il Sole 24 Ore

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ADDITIONAL INFORMATION

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Final Terms and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Certificates and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective investors are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Certificates.

Pursuant to Article 67 of Presidential Decree No. 917 of 22 December 1986 and Legislative Decree No. 461 of 21 November 1997, as subsequently amended, where the Italian resident Certificateholder is (i) an individual not engaged in an entrepreneurial activity to which the Certificates are connected, (ii) a non commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, capital gains accrued under the sale or the exercise of the Certificates are subject to a 12.5 per cent substitute tax (*imposta sostitutiva*).

Particular provisions apply to Certificates held or managed by a qualified intermediary; the recipient may opt for two different tax regime: (1) under the "**risparmio amministrato**" regime, Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Certificates ; (2) under the "**risparmio gestito**" regime any capital gains realised by the Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Certificates, will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 12.5 per cent. substitute tax, to be paid by the managing authorised intermediary.

Where an Italian resident Certificateholder is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Certificates are effectively connected, capital gains arising from the Certificates will not be subject to *imposta sostitutiva*, but must be included in the relevant Certificateholder's income tax return and are therefore subject to Italian corporate tax.

Capital gains realised by non-Italian resident Certificateholders are not subject to Italian taxation, provided that the Certificates (i) are transferred on regulated markets, or (ii) if not transferred on regulated markets, are held outside of Italy.

It is worth noting that, in accordance with a different interpretation of current tax law, there is a remote possibility that the Certificates would be considered as 'atypical' securities pursuant to Article 8 of Law Decree No. 512 of

30 September 1983 as implemented by Law No. 649 of 25 November 1983. In this event, payments relating to Certificates may be subject to an Italian withholding tax, levied at the rate of 27 per cent. The 27 per cent. withholding tax mentioned above does not apply to payments made to a non-Italian resident Certificateholder and to an Italian resident Certificateholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (ii) a commercial partnership, or (iii) a commercial private or public institution.

Series:	FTSE MIB Index Mini Future Short Certificates
Issue Price:	EUR 0.462 (Indicative)
Additional Market Disruption Events:	None
Basket:	Not Applicable
Business Day:	As stated in Product Condition 1
Calculation Period:	As stated in Product Condition 1
Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ <p>The Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards</p> <p>Where:</p> <p>“Final Exchange Rate” means the Exchange Rate published by the European Central Bank on the Valuation Date, Termination Date or Issuer Call Date, as applicable, at or around 14:15 Central European Time and quoted on Reuters page ECB37 and the website www.ecb.int</p>
Certificate:	Not Applicable
Current Barrier Level:	As stated in Product Condition 1 and rounded downwards to the next whole unit in the Underlying Currency. The Current Barrier Level on the Launch Date shall be EUR 22,540 and shall be recalculated on each Reset Date, starting from the first Reset Date following the Listing Date <p>The Current Barrier Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Barrier Level becomes effective</p>
Current Premium:	2%
Current Spread:	2.5%
Current Strike Level:	Subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) determined by the Calculation Agent, on each Exchange Business Day, in accordance with the following formula: <ul style="list-style-type: none"> (a) the Current Strike Level on the previous Exchange Business Day; plus (b) Funding Cost; and minus (c) Notional Dividend Amounts. <p>The Current Strike Level will be rounded to the nearest whole unit in the Underlying Currency, 0.5 being rounded upwards. The</p>

Current Strike Level on the Launch Date shall be 23,000 and shall be recalculated on each Exchange Business Day, starting from the Exchange Business Day following the Listing Date

The Current Strike Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00 p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Strike Level becomes effective

Early Termination Amount:

The amount determined by the Calculation Agent in accordance with the following formula, provided that the Early Termination Amount shall not be less than zero:

$(\text{Current Strike Level on the Termination Date} - \text{Early Termination Reference Price}) \times \text{Entitlement}$

The Early Termination Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards

Where:

“Early Termination Reference Price” means, subject to any adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) as determined by or on behalf of the Calculation Agent to be the highest level of the Index on the Termination Date; and

“Termination Date” means the date on which the Early Termination Event occurs in the determination of the Calculation Agent

Early Termination Date:

Not Applicable

Early Termination Event:

Occurs if, in the determination of the Calculation Agent and subject to any adjustment in accordance with Product Condition 4, the Reference Price is equal to or greater than the Current Barrier Level on any Trading Day from (and including) the Listing Date to (and excluding) the Valuation Date, or Issuer Call Date, if applicable (other than a time at which there is a Market Disruption Event)

Where:

“Reference Price” means an amount (which shall be deemed to be a monetary value in the Underlying Currency) equal to the level of the Index at any 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) 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
Emerging Market Disruption Events:	As stated in Product Condition 1
Entitlement:	0.0001
Exchange Business Day:	Any day that is (or but for the occurrence of a Market Disruption Event would have been) a trading day on the Italian Stock Exchange, or any successor to that exchange, other than a day on which trading on the Exchange is scheduled to close prior to its regular weekday closing time
Exercise Date:	31 March 2020
Express Long:	Not Applicable
Express Short:	Applicable
Final Reference Price:	The Reference Price at the Valuation Time on the Valuation Date or the Issuer Call Date, as the case may be
Funding Cost:	As stated in Product Condition 1
Index:	FTSE MIB Index (Bloomberg code: FTSEMIB)
Initial Reference Price:	Not Applicable
Interest:	Not Applicable
Interest Amount:	Not Applicable
Interest Payment Dates:	Not Applicable
Interest Period:	Not Applicable
Interest Rate:	Not Applicable
Interest Rate Day Count Fraction:	Not Applicable
Issuer Call:	Applicable
Issuer Call Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Issuer Call Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ The Issuer Call Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards
Issuer Call Commencement Date:	The first Business Day immediately following the one year period from (and including) the Launch Date
Issuer Call Notice Period:	One calendar month
Launch Date:	27 May 2010
Notional Dividend Amount:	Not Applicable
Notional Dividend Period:	Not Applicable
Pricing Date(s):	Not Applicable
Relevant Currency:	As stated in Product Condition 1
Relevant Number of Trading Days:	For the purposes of: Early Termination Date: Not Applicable

	Valuation Date: 5, or in respect of an Emerging Market Disruption Event only, 180
	Issuer Call Date: 5, or in respect of an Emerging Market Disruption Event only, 180
Reset Date:	As stated in Product Condition 1, on the 15th day of each calendar month
Settlement Currency:	EUR
Settlement Date:	Means (i) the sixth Business Day following the Termination Date if an Early Termination Event has occurred, (ii) the third Business Day following the Issuer Call Date if an Issuer Call has occurred and otherwise (iii) the third Business Day following the Valuation Date
Standard Currency:	As stated in Product Condition 1
Underlying Currency:	EUR
Valuation Date(s):	The Exercise Date
Valuation Time:	The time with reference to which the Index Sponsor calculates the "opening-auction price" of each Share that comprises the relevant Index on the Exchange
Amendments to General Conditions and/or Product Conditions:	<p>(A)(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";</p> <p>(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,";</p> <p>(3) General Condition 5(b)(i) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(4) General Condition 5(b)(ii) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(5) General Condition 5(b)(iv) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(6) General Condition 5(b)(v) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(7) 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";</p> <p>(8) General Condition 5(d) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(9) General Condition 7(a) (ii) (iii) and (iv) are deleted and replaced with the words: "Intentionally left blank";</p> <p>(10) General Condition 7(b) is deleted in its entirety and replaced with the following:</p>

"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, or the non-receipt of such notice will not affect the validity of any such modification.";

(11) General Condition 8 is deleted in its entirety and replaced with the following:

"SUBSTITUTION: (a) Substitution of Issuer. The Issuer may at any time without the consent of the Holders substitute for itself as issuer of the Securities with regard to any and all rights, obligations and liabilities under and in connection with the Securities: (A) The Royal Bank of Scotland plc, registered in Scotland under No. 90312, with its registered office at 36 St Andrew Square, Edinburgh EH2 2YB, ("**RBS**" or the "**Substitute**") subject to 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; or (B) any entity being any subsidiary or affiliate of RBS other than RBS (also, the "**Substitute**"), subject to: (i) 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; and (ii) the Issuer or RBS having issued a legal, valid and binding guarantee of the obligations and liabilities of the Substitute under the Securities for the benefit of each and any of the Holders; and in each case (A) and (B) subject to 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. 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.";

(12) Product Conditions - Relating to Express Certificates are amended by deleting Product Condition 4(d) in its entirety and replacing it with the following: "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 or calculations, the Calculation Agent shall act at all times in good faith and a commercially reasonable manner, with an aim of neutralising the distorting effects of such event."

(13) Product Conditions - Relating to Index Express Certificates are amended by deleting the definition of "Prevailing Rate" from Product Condition 1 in its entirety and replacing it with the following:

"Prevailing Rate" means the rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits in the Underlying Currency in the inter-bank market for each Calculation Period, by reference to the overnight LIBOR rate as published on Bloomberg page: BBAM and if no such page reference exists, such other page reference as the Calculation Agent determines or such other sources as the Calculation Agent may reasonably determine to be appropriate at such time;"

(14) 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 the Index, any day on which the Index Sponsor should calculate and publish the relevant level of the Index according to its rules;"

(15) Product Conditions - Relating to Index Express Certificates are amended by deleting Product Condition 3(d) in its entirety and replacing it with the following:

"Cash Settlement. Upon exercise, termination pursuant to an Issuer Call or following an Early Termination Event, in respect of each Security, a Holder shall receive, from the Issuer, on the Settlement Date either:

- (i) The Cash Amount; or
- (ii) The Issuer Call Cash Amount, following an Issuer Call; or
- (iii) The Early Termination Amount, following an Early Termination Event.";

(16) Product Conditions - Relating to Index Express Certificates, Product Condition 3(i) is deleted and replaced with the words: "Intentionally left blank";

(17) Product Conditions - Relating to Index Express Certificates, Product Condition 3(j) is deleted and replaced with the words: "Intentionally left blank";

(18) Product Conditions - Relating to Index Express Certificates, Product Condition 3(k) 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 Notice";

(19) Product Conditions - Relating to Index Express Certificates, Product Condition 3(l) is deleted and replaced with the words: "Intentionally left blank";

(20) Product Conditions - Relating to Index Express Certificates, Product Condition 3(m) is deleted and replaced with the words: "Intentionally left blank"; and

(21) Product Conditions - Relating to Index Express Certificates, the definition of Market Disruption Event in Product Condition 4(a) is amended by deleting from the first sentence the words "that ends at the official close" and replacing them with the words "starting from the official opening".

(B) "Renunciation of payment of the Cash Amount and Issuer Call Cash Amount"

The Holder has the right to renounce receipt of the Cash Amount and the Issuer Call Cash Amount from the Issuer. The declaration of renunciation (the "Dichiarazione di Rinuncia") to renounce receipt of the Cash Amount or Issuer Call Cash Amount, executed according to the attached Annex A to the Final Terms and containing all the key characteristics of the FTSE MIB Index Mini Future Short Certificates (to specify the relevant Series of Securities), must be sent by fax by 10:00 a.m. Milan time on the Valuation Date or Issuer Call Date, as applicable.

Amendments to the Offering Procedure for the Securities:

None

ISIN:

NL0009476415

Common Code:

Not Applicable

Fondscod:

Not Applicable

WKN:

Not Applicable

Other Securities Code:

Not Applicable

Sales Restriction:

The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended ("**Securities Act**") and the Securities may not be exercised, offered, sold, transferred or delivered within the United States or to, or for the account or benefit of, any U.S. person as defined in Regulation S under the Securities Act. Furthermore, trading in the Securities has not been approved by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended and no U.S. person may at any time trade or maintain a position in the Securities.

INFORMATION ON THE UNDERLYING

Page where information about the past and future performance of the

Bloomberg code: FTSEMIB <INDEX>

Website: www.ftse.com and www.borsaitaliana.it

Underlying and its volatility can be obtained:

Index disclaimer(s):

Italian Newspaper: Il Sole 24 Ore

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ADDITIONAL INFORMATION

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Final Terms and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Certificates and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective investors are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Certificates.

Pursuant to Article 67 of Presidential Decree No. 917 of 22 December 1986 and Legislative Decree No. 461 of 21 November 1997, as subsequently amended, where the Italian resident Certificateholder is (i) an individual not engaged in an entrepreneurial activity to which the Certificates are connected, (ii) a non commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, capital gains accrued under the sale or the exercise of the Certificates are subject to a 12.5 per cent substitute tax (*imposta sostitutiva*).

Particular provisions apply to Certificates held or managed by a qualified intermediary; the recipient may opt for two different tax regime: (1) under the "**risparmio amministrato**" regime, Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Certificates ; (2) under the "**risparmio gestito**" regime any capital gains realised by the Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Certificates, will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 12.5 per cent. substitute tax, to be paid by the managing authorised intermediary.

Where an Italian resident Certificateholder is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Certificates are effectively connected, capital gains arising from the Certificates will not be subject to *imposta sostitutiva*, but must be included in the relevant Certificateholder's income tax return and are therefore subject to Italian corporate tax.

Capital gains realised by non-Italian resident Certificateholders are not subject to Italian taxation, provided that the Certificates (i) are transferred on regulated markets, or (ii) if not transferred on regulated markets, are held outside of Italy.

It is worth noting that, in accordance with a different interpretation of current tax law, there is a remote possibility that the Certificates would be considered as 'atypical' securities pursuant to Article 8 of Law Decree No. 512 of

30 September 1983 as implemented by Law No. 649 of 25 November 1983. In this event, payments relating to Certificates may be subject to an Italian withholding tax, levied at the rate of 27 per cent. The 27 per cent. withholding tax mentioned above does not apply to payments made to a non-Italian resident Certificateholder and to an Italian resident Certificateholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (ii) a commercial partnership, or (iii) a commercial private or public institution.

Series:	Nasdaq-100® Mini Future Short Certificates
Issue Price:	EUR 0.273 (Indicative)
Additional Market Disruption Events:	None
Basket:	Not Applicable
Business Day:	As stated in Product Condition 1
Calculation Period:	As stated in Product Condition 1
Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ <p>The Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards</p> <p>Where:</p> <p>“Final Exchange Rate” means the Exchange Rate published by the European Central Bank on the Valuation Date, Termination Date or Issuer Call Date, as applicable, at or around 14:15 Central European Time and quoted on Reuters page ECB37 and the website www.ecb.int</p>
Certificate:	Not Applicable
Current Barrier Level:	As stated in Product Condition 1 and rounded downwards to the next whole unit in the Underlying Currency. The Current Barrier Level on the Launch Date shall be USD 2,021 and shall be recalculated on each Reset Date, starting from the first Reset Date following the Listing Date <p>The Current Barrier Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Barrier Level becomes effective</p>
Current Premium:	6%
Current Spread:	2%
Current Strike Level:	Subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) determined by the Calculation Agent, on each Exchange Business Day, in accordance with the following formula: <ul style="list-style-type: none"> (a) the Current Strike Level on the previous Exchange Business Day; plus (b) Funding Cost; and minus (c) Notional Dividend Amounts. <p>The Current Strike Level will be rounded to the nearest whole unit in the Underlying Currency, 0.5 being rounded upwards. The</p>

Current Strike Level on the Launch Date shall be 2,150 and shall be recalculated on each Exchange Business Day, starting from the Exchange Business Day following the Listing Date

The Current Strike Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00 p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Strike Level becomes effective

Early Termination Amount:

The amount determined by the Calculation Agent in accordance with the following formula, provided that the Early Termination Amount shall not be less than zero:

$(\text{Current Strike Level on the Termination Date} - \text{Early Termination Reference Price}) \times \text{Entitlement}$

The Early Termination Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards

Where:

“Early Termination Reference Price” means, subject to any adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) as determined by or on behalf of the Calculation Agent to be the highest level of the Index on the Termination Date; and

“Termination Date” means the date on which the Early Termination Event occurs in the determination of the Calculation Agent

Early Termination Date:

Not Applicable

Early Termination Event:

Occurs if, in the determination of the Calculation Agent and subject to any adjustment in accordance with Product Condition 4, the Reference Price is equal to or greater than the Current Barrier Level on any Trading Day from (and including) the Listing Date to (and excluding) the Valuation Date, or Issuer Call Date, if applicable (other than a time at which there is a Market Disruption Event)

Where:

“Reference Price” means an amount (which shall be deemed to be a monetary value in the Underlying Currency) equal to the level of the Index at any 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) 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
Emerging Market Disruption Events:	As stated in Product Condition 1
Entitlement:	0.001
Exchange Business Day:	Any day that is (or but for the occurrence of a Market Disruption Event would have been) a trading day on the Italian Stock Exchange, or any successor to that exchange, other than a day on which trading on the Exchange is scheduled to close prior to its regular weekday closing time
Exercise Date:	31 March 2020
Express Long:	Not Applicable
Express Short:	Applicable
Final Reference Price:	The Reference Price at the Valuation Time on the Valuation Date or the Issuer Call Date, as the case may be
Funding Cost:	As stated in Product Condition 1
Index:	Nasdaq-100® (Bloomberg code: NDX)
Initial Reference Price:	Not Applicable
Interest:	Not Applicable
Interest Amount:	Not Applicable
Interest Payment Dates:	Not Applicable
Interest Period:	Not Applicable
Interest Rate:	Not Applicable
Interest Rate Day Count Fraction:	Not Applicable
Issuer Call:	Applicable
Issuer Call Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Issuer Call Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ The Issuer Call Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards
Issuer Call Commencement Date:	The first Business Day immediately following the one year period from (and including) the Launch Date
Issuer Call Notice Period:	One calendar month
Launch Date:	27 May 2010
Notional Dividend Amount:	Not Applicable
Notional Dividend Period:	Not Applicable
Pricing Date(s):	Not Applicable
Relevant Currency:	As stated in Product Condition 1
Relevant Number of Trading Days:	For the purposes of: Early Termination Date: Not Applicable

	Valuation Date: 5, or in respect of an Emerging Market Disruption Event only, 180
	Issuer Call Date: 5, or in respect of an Emerging Market Disruption Event only, 180
Reset Date:	As stated in Product Condition 1, on the 15th day of each calendar month
Settlement Currency:	EUR
Settlement Date:	Means (i) the sixth Business Day following the Termination Date if an Early Termination Event has occurred, (ii) the third Business Day following the Issuer Call Date if an Issuer Call has occurred and otherwise (iii) the third Business Day following the Valuation Date
Standard Currency:	As stated in Product Condition 1
Underlying Currency:	USD
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:	<p>(A)(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";</p> <p>(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,";</p> <p>(3) General Condition 5(b)(i) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(4) General Condition 5(b)(ii) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(5) General Condition 5(b)(iv) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(6) General Condition 5(b)(v) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(7) 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";</p> <p>(8) General Condition 5(d) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(9) General Condition 7(a) (ii) (iii) and (iv) are deleted and replaced with the words: "Intentionally left blank";</p> <p>(10) General Condition 7(b) is deleted in its entirety and replaced with the following:</p>

"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, or the non-receipt of such notice will not affect the validity of any such modification.";

(11) General Condition 8 is deleted in its entirety and replaced with the following:

"SUBSTITUTION: (a) Substitution of Issuer. The Issuer may at any time without the consent of the Holders substitute for itself as issuer of the Securities with regard to any and all rights, obligations and liabilities under and in connection with the Securities: (A) The Royal Bank of Scotland plc, registered in Scotland under No. 90312, with its registered office at 36 St Andrew Square, Edinburgh EH2 2YB, ("**RBS**" or the "**Substitute**") subject to 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; or (B) any entity being any subsidiary or affiliate of RBS other than RBS (also, the "**Substitute**"), subject to: (i) 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; and (ii) the Issuer or RBS having issued a legal, valid and binding guarantee of the obligations and liabilities of the Substitute under the Securities for the benefit of each and any of the Holders; and in each case (A) and (B) subject to 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. 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.";

(12) Product Conditions - Relating to Express Certificates are amended by deleting Product Condition 4(d) in its entirety and replacing it with the following: "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 or calculations, the Calculation Agent shall act at all times in good faith and a commercially reasonable manner, with an aim of neutralising the distorting effects of such event."

(13) Product Conditions - Relating to Index Express Certificates are amended by deleting the definition of "Prevailing Rate" from Product Condition 1 in its entirety and replacing it with the following:

"Prevailing Rate" means the rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits in the Underlying Currency in the inter-bank market for each Calculation Period, by reference to the overnight LIBOR rate as published on Bloomberg page: BBAM and if no such page reference exists, such other page reference as the Calculation Agent determines or such other sources as the Calculation Agent may reasonably determine to be appropriate at such time;"

(14) Product Conditions - Relating to Index Express Certificates are amended by deleting Product Condition 3(d) in its entirety and replacing it with the following:

"Cash Settlement. Upon exercise, termination pursuant to an Issuer Call or following an Early Termination Event, in respect of each Security, a Holder shall receive, from the Issuer, on the Settlement Date either:

- (i) The Cash Amount; or
- (ii) The Issuer Call Cash Amount, following an Issuer Call; or
- (iii) The Early Termination Amount, following an Early Termination Event.";

(15) Product Conditions - Relating to Index Express Certificates, Product Condition 3(i) is deleted and replaced with the words: "Intentionally left blank";

(16) Product Conditions - Relating to Index Express Certificates, Product Condition 3(j) is deleted and replaced with the words: "Intentionally left blank";

(17) Product Conditions - Relating to Index Express Certificates, Product Condition 3(k) 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 Notice";

(18) Product Conditions - Relating to Index Express Certificates, Product Condition 3(l) is deleted and replaced with the words: "Intentionally left blank"; and

(19) Product Conditions - Relating to Index Express Certificates, Product Condition 3(m) is deleted and replaced with the words: "Intentionally left blank".

(B) "Renunciation of payment of the Cash Amount and Issuer Call Cash Amount"

The Holder has the right to renounce receipt of the Cash Amount and the Issuer Call Cash Amount from the Issuer. The declaration of renunciation (the "Dichiarazione di Rinuncia") to renounce receipt of the Cash Amount or Issuer Call Cash Amount, executed according to the attached Annex B to the Final Terms and containing all the key characteristics of the Nasdaq-100® Mini Future Short Certificates (to specify the relevant Series of Securities), must be sent by fax by 10:00 a.m. Milan time on the first Business Day following the Valuation Date or Issuer Call Date, as applicable.

Amendments to the Offering Procedure for the Securities:

None

ISIN:

NL0009476464

Common Code:

Not Applicable

Fondscodice:

Not Applicable

WKN:

Not Applicable

Other Securities Code:

Not Applicable

Sales Restriction:

The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended ("**Securities Act**") and the Securities may not be exercised, offered, sold, transferred or delivered within the United States or to, or for the account or benefit of, any U.S. person as defined in Regulation S under the Securities Act. Furthermore, trading in the Securities has not been approved by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended and no U.S. person may at any time trade or maintain a position in the Securities.

INFORMATION ON THE UNDERLYING

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

Bloomberg code: NDX <INDEX>

Website: www.nasdaq.com and www.borsaitaliana.it

Italian Newspaper: Il Sole 24 Ore

Index disclaimer(s):

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ADDITIONAL INFORMATION

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Final Terms and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Certificates and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective investors are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Certificates.

Pursuant to Article 67 of Presidential Decree No. 917 of 22 December 1986 and Legislative Decree No. 461 of 21 November 1997, as subsequently amended, where the Italian resident Certificateholder is (i) an individual not engaged in an entrepreneurial activity to which the Certificates are connected, (ii) a non commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, capital gains accrued under the sale or the exercise of the Certificates are subject to a 12.5 per cent substitute tax (*imposta sostitutiva*).

Particular provisions apply to Certificates held or managed by a qualified intermediary; the recipient may opt for two different tax regime: (1) under the "**risparmio amministrato**" regime, Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Certificates ; (2) under the "**risparmio gestito**" regime any capital gains realised by the Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Certificates, will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 12.5 per cent. substitute tax, to be paid by the managing authorised intermediary.

Where an Italian resident Certificateholder is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Certificates are effectively connected, capital gains arising from the Certificates will not be subject to *imposta sostitutiva*, but must be included in the relevant Certificateholder's income tax return and are therefore subject to Italian corporate tax.

Capital gains realised by non-Italian resident Certificateholders are not subject to Italian taxation, provided that the Certificates (i) are transferred on regulated markets, or (ii) if not transferred on regulated markets, are held outside of Italy.

It is worth noting that, in accordance with a different interpretation of current tax law, there is a remote possibility that the Certificates would be considered as 'atypical' securities pursuant to Article 8 of Law Decree No. 512 of

30 September 1983 as implemented by Law No. 649 of 25 November 1983. In this event, payments relating to Certificates may be subject to an Italian withholding tax, levied at the rate of 27 per cent. The 27 per cent. withholding tax mentioned above does not apply to payments made to a non-Italian resident Certificateholder and to an Italian resident Certificateholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (ii) a commercial partnership, or (iii) a commercial private or public institution.

Series:	RDX Index Mini Future Short Certificates
Issue Price:	EUR 0.304 (Indicative)
Additional Market Disruption Events:	None
Basket:	Not Applicable
Business Day:	As stated in Product Condition 1
Calculation Period:	As stated in Product Condition 1
Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ <p>The Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards</p> <p>Where:</p> <p>“Final Exchange Rate” means the Exchange Rate published by the European Central Bank on the Valuation Date, Termination Date or Issuer Call Date, as applicable, at or around 14:15 Central European Time and quoted on Reuters page ECB37 and the website www.ecb.int</p>
Certificate:	Not Applicable
Current Barrier Level:	As stated in Product Condition 1 and rounded downwards to the next whole unit in the Underlying Currency. The Current Barrier Level on the Launch Date shall be EUR 1,395 and shall be recalculated on each Reset Date, starting from the first Reset Date following the Listing Date <p>The Current Barrier Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Barrier Level becomes effective</p>
Current Premium:	10%
Current Spread:	2%
Current Strike Level:	Subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) determined by the Calculation Agent, on each Exchange Business Day, in accordance with the following formula: <ul style="list-style-type: none"> (a) the Current Strike Level on the previous Exchange Business Day; plus (b) Funding Cost; and minus (c) Notional Dividend Amounts. <p>The Current Strike Level will be rounded to the nearest whole unit in the Underlying Currency, 0.5 being rounded upwards. The</p>

Current Strike Level on the Launch Date shall be 1,550 and shall be recalculated on each Exchange Business Day, starting from the Exchange Business Day following the Listing Date

The Current Strike Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00 p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Strike Level becomes effective

Early Termination Amount:

The amount determined by the Calculation Agent in accordance with the following formula, provided that the Early Termination Amount shall not be less than zero:

(Current Strike Level on the Termination Date - Early Termination Reference Price) x Entitlement

The Early Termination Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards

Where:

“Early Termination Reference Price” means, subject to any adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) as determined by or on behalf of the Calculation Agent to be the highest level of the Index on the Termination Date; and

“Termination Date” means the date on which the Early Termination Event occurs in the determination of the Calculation Agent

Early Termination Date:

Not Applicable

Early Termination Event:

Occurs if, in the determination of the Calculation Agent and subject to any adjustment in accordance with Product Condition 4, the Reference Price is equal to or greater than the Current Barrier Level on any Trading Day from (and including) the Listing Date to (and excluding) the Valuation Date, or Issuer Call Date, if applicable (other than a time at which there is a Market Disruption Event)

Where:

“Reference Price” means an amount (which shall be deemed to be a monetary value in the Underlying Currency) equal to the level of the Index at any 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) 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
Emerging Market Disruption Events:	As stated in Product Condition 1
Entitlement:	0.001
Exchange Business Day:	Any day that is (or but for the occurrence of a Market Disruption Event would have been) a trading day on the Italian Stock Exchange, or any successor to that exchange, other than a day on which trading on the Exchange is scheduled to close prior to its regular weekday closing time
Exercise Date:	31 March 2020
Express Long:	Not Applicable
Express Short:	Applicable
Final Reference Price:	The Reference Price at the Valuation Time on the Valuation Date or the Issuer Call Date, as the case may be
Funding Cost:	As stated in Product Condition 1
Index:	RDX Index (Bloomberg code: RDX)
Initial Reference Price:	Not Applicable
Interest:	Not Applicable
Interest Amount:	Not Applicable
Interest Payment Dates:	Not Applicable
Interest Period:	Not Applicable
Interest Rate:	Not Applicable
Interest Rate Day Count Fraction:	Not Applicable
Issuer Call:	Applicable
Issuer Call Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Issuer Call Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ The Issuer Call Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards
Issuer Call Commencement Date:	The first Business Day immediately following the one year period from (and including) the Launch Date
Issuer Call Notice Period:	One calendar month
Launch Date:	27 May 2010
Notional Dividend Amount:	Not Applicable
Notional Dividend Period:	Not Applicable
Pricing Date(s):	Not Applicable
Relevant Currency:	As stated in Product Condition 1
Relevant Number of Trading Days:	For the purposes of: Early Termination Date: Not Applicable

	Valuation Date: 5, or in respect of an Emerging Market Disruption Event only, 180
	Issuer Call Date: 5, or in respect of an Emerging Market Disruption Event only, 180
Reset Date:	As stated in Product Condition 1, on the 15th day of each calendar month
Settlement Currency:	EUR
Settlement Date:	Means (i) the sixth Business Day following the Termination Date if an Early Termination Event has occurred, (ii) the third Business Day following the Issuer Call Date if an Issuer Call has occurred and otherwise (iii) the third Business Day following the Valuation Date
Standard Currency:	As stated in Product Condition 1
Underlying Currency:	EUR
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:	<p>(A)(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";</p> <p>(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,";</p> <p>(3) General Condition 5(b)(i) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(4) General Condition 5(b)(ii) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(5) General Condition 5(b)(iv) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(6) General Condition 5(b)(v) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(7) 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";</p> <p>(8) General Condition 5(d) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(9) General Condition 7(a) (ii) (iii) and (iv) are deleted and replaced with the words: "Intentionally left blank";</p> <p>(10) General Condition 7(b) is deleted in its entirety and replaced with the following:</p>

"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, or the non-receipt of such notice will not affect the validity of any such modification.";

(11) General Condition 8 is deleted in its entirety and replaced with the following:

"SUBSTITUTION: (a) Substitution of Issuer. The Issuer may at any time without the consent of the Holders substitute for itself as issuer of the Securities with regard to any and all rights, obligations and liabilities under and in connection with the Securities: (A) The Royal Bank of Scotland plc, registered in Scotland under No. 90312, with its registered office at 36 St Andrew Square, Edinburgh EH2 2YB, ("**RBS**" or the "**Substitute**") subject to 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; or (B) any entity being any subsidiary or affiliate of RBS other than RBS (also, the "**Substitute**"), subject to: (i) 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; and (ii) the Issuer or RBS having issued a legal, valid and binding guarantee of the obligations and liabilities of the Substitute under the Securities for the benefit of each and any of the Holders; and in each case (A) and (B) subject to 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. 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.";

(12) Product Conditions - Relating to Express Certificates are amended by deleting Product Condition 4(d) in its entirety and replacing it with the following: "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 or calculations, the Calculation Agent shall act at all times in good faith and a commercially reasonable manner, with an aim of neutralising the distorting effects of such event."

(13) Product Conditions - Relating to Index Express Certificates are amended by deleting the definition of "Prevailing Rate" from Product Condition 1 in its entirety and replacing it with the following:

"Prevailing Rate" means the rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits in the Underlying Currency in the inter-bank market for each Calculation Period, by reference to the overnight LIBOR rate as published on Bloomberg page: BBAM and if no such page reference exists, such other page reference as the Calculation Agent determines or such other sources as the Calculation Agent may reasonably determine to be appropriate at such time;"

(14) Product Conditions - Relating to Index Express Certificates are amended by deleting Product Condition 3(d) in its entirety and replacing it with the following:

"Cash Settlement. Upon exercise, termination pursuant to an Issuer Call or following an Early Termination Event, in respect of each Security, a Holder shall receive, from the Issuer, on the Settlement Date either:

- (i) The Cash Amount; or
- (ii) The Issuer Call Cash Amount, following an Issuer Call; or
- (iii) The Early Termination Amount, following an Early Termination Event.";

(15) Product Conditions - Relating to Index Express Certificates, Product Condition 3(i) is deleted and replaced with the words: "Intentionally left blank";

(16) Product Conditions - Relating to Index Express Certificates, Product Condition 3(j) is deleted and replaced with the words: "Intentionally left blank";

(17) Product Conditions - Relating to Index Express Certificates, Product Condition 3(k) 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 Notice";

(18) Product Conditions - Relating to Index Express Certificates, Product Condition 3(l) is deleted and replaced with the words: "Intentionally left blank"; and

(19) Product Conditions - Relating to Index Express Certificates, Product Condition 3(m) is deleted and replaced with the words: "Intentionally left blank".

(B) "Renunciation of payment of the Cash Amount and Issuer Call Cash Amount"

The Holder has the right to renounce receipt of the Cash Amount and the Issuer Call Cash Amount from the Issuer. The declaration of renunciation (the "Dichiarazione di Rinuncia") to renounce receipt of the Cash Amount or Issuer Call Cash Amount, executed according to the attached Annex C to the Final Terms and containing all the key characteristics of the RDX Index Mini Future Short Certificates (to specify the relevant Series of Securities), must be sent by fax by 10:00 a.m. Milan time on the first Business Day following the Valuation Date or Issuer Call Date, as applicable.

Amendments to the Offering Procedure for the Securities:

None

ISIN:

NL0009476472

Common Code:

Not Applicable

Fondscodice:

Not Applicable

WKN:

Not Applicable

Other Securities Code:

Not Applicable

Sales Restriction:

The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended ("**Securities Act**") and the Securities may not be exercised, offered, sold, transferred or delivered within the United States or to, or for the account or benefit of, any U.S. person as defined in Regulation S under the Securities Act. Furthermore, trading in the Securities has not been approved by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended and no U.S. person may at any time trade or maintain a position in the Securities.

INFORMATION ON THE UNDERLYING

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

Bloomberg code: RDX <INDEX>

Website: <http://www.wienerborse.at> and www.borsaitaliana.it

Italian Newspaper: Il Sole 24 Ore

Index disclaimer(s):

These The Royal Bank of Scotland N.V. products are not in any way sponsored, endorsed, sold or promoted by Wiener Borse AG ("WBAG") and the Licensor makes no warranty or representation whatsoever, express or implied, either as to the results to be obtained from the use of the RDX Index ("the Index") and/or the figures at which the said Index stands at any particular time on any particular day or otherwise. The Index is compiled and calculated by WBAG.

ADDITIONAL INFORMATION

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Final Terms and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Certificates and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective investors are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Certificates.

Pursuant to Article 67 of Presidential Decree No. 917 of 22 December 1986 and Legislative Decree No. 461 of 21 November 1997, as subsequently amended, where the Italian resident Certificateholder is (i) an individual not engaged in an entrepreneurial activity to which the Certificates are connected, (ii) a non commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, capital gains accrued under the sale or the exercise of the Certificates are subject to a 12.5 per cent substitute tax (*imposta sostitutiva*).

Particular provisions apply to Certificates held or managed by a qualified intermediary; the recipient may opt for two different tax regime: (1) under the "**risparmio amministrato**" regime, Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Certificates ; (2) under the "**risparmio gestito**" regime any capital gains realised by the Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Certificates, will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 12.5 per cent. substitute tax, to be paid by the managing authorised intermediary.

Where an Italian resident Certificateholder is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Certificates are effectively connected, capital gains arising from the Certificates will not be subject to *imposta sostitutiva*, but must be included in the relevant Certificateholder's income tax return and are therefore subject to Italian corporate tax.

Capital gains realised by non-Italian resident Certificateholders are not subject to Italian taxation, provided that the Certificates (i) are transferred on regulated markets, or (ii) if not transferred on regulated markets, are held outside of Italy.

It is worth noting that, in accordance with a different interpretation of current tax law, there is a remote possibility that the Certificates would be considered as 'atypical' securities pursuant to Article 8 of Law Decree No. 512 of

30 September 1983 as implemented by Law No. 649 of 25 November 1983. In this event, payments relating to Certificates may be subject to an Italian withholding tax, levied at the rate of 27 per cent. The 27 per cent. withholding tax mentioned above does not apply to payments made to a non-Italian resident Certificateholder and to an Italian resident Certificateholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (ii) a commercial partnership, or (iii) a commercial private or public institution.

Series:	S&P 500 Index Mini Future Short Certificates
Issue Price:	EUR 0.144 (Indicative)
Additional Market Disruption Events:	None
Basket:	Not Applicable
Business Day:	As stated in Product Condition 1
Calculation Period:	As stated in Product Condition 1
Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ <p>The Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards</p> <p>Where:</p> <p>“Final Exchange Rate” means the Exchange Rate published by the European Central Bank on the Valuation Date, Termination Date or Issuer Call Date, as applicable, at or around 14:15 Central European Time and quoted on Reuters page ECB37 and the website www.ecb.int</p>
Certificate:	Not Applicable
Current Barrier Level:	As stated in Product Condition 1 and rounded downwards to the next whole unit in the Underlying Currency. The Current Barrier Level on the Launch Date shall be USD 1,212 and shall be recalculated on each Reset Date, starting from the first Reset Date following the Listing Date <p>The Current Barrier Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Barrier Level becomes effective</p>
Current Premium:	3%
Current Spread:	2.5%
Current Strike Level:	Subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) determined by the Calculation Agent, on each Exchange Business Day, in accordance with the following formula: <ul style="list-style-type: none"> (a) the Current Strike Level on the previous Exchange Business Day; plus (b) Funding Cost; and minus (c) Notional Dividend Amounts. <p>The Current Strike Level will be rounded to the nearest whole unit in the Underlying Currency, 0.5 being rounded upwards. The</p>

Current Strike Level on the Launch Date shall be 1,250 and shall be recalculated on each Exchange Business Day, starting from the Exchange Business Day following the Listing Date

The Current Strike Level will be published and forwarded to the relevant Exchanges/Clearing systems/Data vendors prior to 1.00 p.m. (Italian time) on the Exchange Business Day preceding the day when the Current Strike Level becomes effective

Early Termination Amount:

The amount determined by the Calculation Agent in accordance with the following formula, provided that the Early Termination Amount shall not be less than zero:

$(\text{Current Strike Level on the Termination Date} - \text{Early Termination Reference Price}) \times \text{Entitlement}$

The Early Termination Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards

Where:

“Early Termination Reference Price” means, subject to any adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Underlying Currency) as determined by or on behalf of the Calculation Agent to be the highest level of the Index on the Termination Date; and

“Termination Date” means the date on which the Early Termination Event occurs in the determination of the Calculation Agent

Early Termination Date:

Not Applicable

Early Termination Event:

Occurs if, in the determination of the Calculation Agent and subject to any adjustment in accordance with Product Condition 4, the Reference Price is equal to or greater than the Current Barrier Level on any Trading Day from (and including) the Listing Date to (and excluding) the Valuation Date, or Issuer Call Date, if applicable (other than a time at which there is a Market Disruption Event)

Where:

“Reference Price” means an amount (which shall be deemed to be a monetary value in the Underlying Currency) equal to the level of the Index at any 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) 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
Emerging Market Disruption Events:	As stated in Product Condition 1
Entitlement:	0.001
Exchange Business Day:	Any day that is (or but for the occurrence of a Market Disruption Event would have been) a trading day on the Italian Stock Exchange, or any successor to that exchange, other than a day on which trading on the Exchange is scheduled to close prior to its regular weekday closing time
Exercise Date:	31 March 2020
Express Long:	Not Applicable
Express Short:	Applicable
Final Reference Price:	The Reference Price at the Valuation Time on the Valuation Date or the Issuer Call Date, as the case may be
Funding Cost:	As stated in Product Condition 1
Index:	S&P 500 Index (Bloomberg code: SPX)
Initial Reference Price:	Not Applicable
Interest:	Not Applicable
Interest Amount:	Not Applicable
Interest Payment Dates:	Not Applicable
Interest Period:	Not Applicable
Interest Rate:	Not Applicable
Interest Rate Day Count Fraction:	Not Applicable
Issuer Call:	Applicable
Issuer Call Cash Amount:	The amount determined by the Calculation Agent in accordance with the following formula, provided that the Issuer Call Cash Amount shall not be less than zero: $(Current\ Strike\ Level - Final\ Reference\ Price) \times Entitlement$ The Issuer Call Cash Amount shall be converted into the Settlement Currency at the Final Exchange Rate, if an Exchange Rate is applicable, and rounded to the nearest four decimal places in the Settlement Currency, 0.00005 being rounded upwards
Issuer Call Commencement Date:	The first Business Day immediately following the one year period from (and including) the Launch Date
Issuer Call Notice Period:	One calendar month
Launch Date:	27 May 2010
Notional Dividend Amount:	Not Applicable
Notional Dividend Period:	Not Applicable
Pricing Date(s):	Not Applicable
Relevant Currency:	As stated in Product Condition 1
Relevant Number of Trading Days:	For the purposes of: Early Termination Date: Not Applicable

	Valuation Date: 5, or in respect of an Emerging Market Disruption Event only, 180
	Issuer Call Date: 5, or in respect of an Emerging Market Disruption Event only, 180
Reset Date:	As stated in Product Condition 1, on the 15th day of each calendar month
Settlement Currency:	EUR
Settlement Date:	Means (i) the sixth Business Day following the Termination Date if an Early Termination Event has occurred, (ii) the third Business Day following the Issuer Call Date if an Issuer Call has occurred and otherwise (iii) the third Business Day following the Valuation Date
Standard Currency:	As stated in Product Condition 1
Underlying Currency:	USD
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:	<p>(A)(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";</p> <p>(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,";</p> <p>(3) General Condition 5(b)(i) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(4) General Condition 5(b)(ii) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(5) General Condition 5(b)(iv) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(6) General Condition 5(b)(v) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(7) 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";</p> <p>(8) General Condition 5(d) is deleted and replaced with the words: "Intentionally left blank";</p> <p>(9) General Condition 7(a) (ii) (iii) and (iv) are deleted and replaced with the words: "Intentionally left blank";</p> <p>(10) General Condition 7(b) is deleted in its entirety and replaced with the following:</p>

"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, or the non-receipt of such notice will not affect the validity of any such modification.";

(11) General Condition 8 is deleted in its entirety and replaced with the following:

"SUBSTITUTION: (a) Substitution of Issuer. The Issuer may at any time without the consent of the Holders substitute for itself as issuer of the Securities with regard to any and all rights, obligations and liabilities under and in connection with the Securities: (A) The Royal Bank of Scotland plc, registered in Scotland under No. 90312, with its registered office at 36 St Andrew Square, Edinburgh EH2 2YB, ("**RBS**" or the "**Substitute**") subject to 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; or (B) any entity being any subsidiary or affiliate of RBS other than RBS (also, the "**Substitute**"), subject to: (i) 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; and (ii) the Issuer or RBS having issued a legal, valid and binding guarantee of the obligations and liabilities of the Substitute under the Securities for the benefit of each and any of the Holders; and in each case (A) and (B) subject to 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. 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.";

(12) Product Conditions - Relating to Express Certificates are amended by deleting Product Condition 4(d) in its entirety and replacing it with the following: "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 or calculations, the Calculation Agent shall act at all times in good faith and a commercially reasonable manner, with an aim of neutralising the distorting effects of such event."

(13) Product Conditions - Relating to Index Express Certificates are amended by deleting the definition of "Prevailing Rate" from Product Condition 1 in its entirety and replacing it with the following:

"Prevailing Rate" means the rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits in the Underlying Currency in the inter-bank market for each Calculation Period, by reference to the overnight LIBOR rate as published on Bloomberg page: BBAM and if no such page reference exists, such other page reference as the Calculation Agent determines or such other sources as the Calculation Agent may reasonably determine to be appropriate at such time;"

(14) Product Conditions - Relating to Index Express Certificates are amended by deleting Product Condition 3(d) in its entirety and replacing it with the following:

"Cash Settlement. Upon exercise, termination pursuant to an Issuer Call or following an Early Termination Event, in respect of each Security, a Holder shall receive, from the Issuer, on the Settlement Date either:

(i) The Cash Amount; or

(ii) The Issuer Call Cash Amount, following an Issuer Call; or

(iii) The Early Termination Amount, following an Early Termination Event.";

(15) Product Conditions - Relating to Index Express Certificates, Product Condition 3(i) is deleted and replaced with the words: "Intentionally left blank";

(16) Product Conditions - Relating to Index Express Certificates, Product Condition 3(j) is deleted and replaced with the words: "Intentionally left blank";

(17) Product Conditions - Relating to Index Express Certificates, Product Condition 3(k) 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 Notice";

(18) Product Conditions - Relating to Index Express Certificates, Product Condition 3(l) is deleted and replaced with the words: "Intentionally left blank"; and

(19) Product Conditions - Relating to Index Express Certificates, Product Condition 3(m) is deleted and replaced with the words: "Intentionally left blank".

(B) "Renunciation of payment of the Cash Amount and Issuer Call Cash Amount"

The Holder has the right to renounce receipt of the Cash Amount and the Issuer Call Cash Amount from the Issuer. The declaration of renunciation (the "Dichiarazione di Rinuncia") to renounce receipt of the Cash Amount or Issuer Call Cash Amount, executed according to the attached Annex D to the Final Terms and containing all the key characteristics of the S&P 500 Index Mini Future Short Certificates (to specify the relevant Series of Securities), must be sent by fax by 10:00 a.m. Milan time on the first Business Day following the Valuation Date or Issuer Call Date, as applicable.

Amendments to the Offering Procedure for the Securities:

None

ISIN:

NL0009476456

Common Code:

Not Applicable

Fondscod:

Not Applicable

WKN:

Not Applicable

Other Securities Code:

Not Applicable

Sales Restriction:

The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended ("**Securities Act**") and the Securities may not be exercised, offered, sold, transferred or delivered within the United States or to, or for the account or benefit of, any U.S. person as defined in Regulation S under the Securities Act. Furthermore, trading in the Securities has not been approved by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended and no U.S. person may at any time trade or maintain a position in the Securities.

INFORMATION ON THE UNDERLYING

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

Bloomberg code: SPX <INDEX>

Website: www.standardandpoors.com and www.borsaitaliana.it

Italian Newspaper: Il Sole 24 Ore

Index disclaimer(s):

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of S&P and of the S&P Index which is determined, composed and calculated by S&P without regard to The Royal Bank of Scotland N.V. or the products. S&P have no obligation to take the needs of The Royal Bank of Scotland N.V. or the owners of the product(s) into consideration in determining, composing or calculating the S&P Index. S&P is not responsible for and has not participated in the determination of the timing of, prices at, or quantities of the products to be issued or in the determination or calculation of the equation by which the products are to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the products. S&P DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE S&P INDEX 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 INDEX 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 INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL S&P HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

ADDITIONAL INFORMATION

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Final Terms and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Certificates and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective investors are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Certificates.

Pursuant to Article 67 of Presidential Decree No. 917 of 22 December 1986 and Legislative Decree No. 461 of 21 November 1997, as subsequently amended, where the Italian resident Certificateholder is (i) an individual not engaged in an entrepreneurial activity to which the Certificates are connected, (ii) a non commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, capital gains accrued under the sale or the exercise of the Certificates are subject to a 12.5 per cent substitute tax (*imposta sostitutiva*).

Particular provisions apply to Certificates held or managed by a qualified intermediary; the recipient may opt for two different tax regime: (1) under the "**risparmio amministrato**" regime, Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Certificates ; (2) under the "**risparmio gestito**" regime any capital gains realised by the Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Certificates, will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 12.5 per cent. substitute tax, to be paid by the managing authorised intermediary.

Where an Italian resident Certificateholder is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Certificates are effectively connected, capital gains arising from the Certificates will not be subject to *imposta sostitutiva*, but must be included in the relevant Certificateholder's income tax return and are therefore subject to Italian corporate tax.

Capital gains realised by non-Italian resident Certificateholders are not subject to Italian taxation, provided that the Certificates (i) are transferred on regulated markets, or (ii) if not transferred on regulated markets, are held outside of Italy.

It is worth noting that, in accordance with a different interpretation of current tax law, there is a remote possibility that the Certificates would be considered as 'atypical' securities pursuant to Article 8 of Law Decree No. 512 of

30 September 1983 as implemented by Law No. 649 of 25 November 1983. In this event, payments relating to Certificates may be subject to an Italian withholding tax, levied at the rate of 27 per cent. The 27 per cent. withholding tax mentioned above does not apply to payments made to a non-Italian resident Certificateholder and to an Italian resident Certificateholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (ii) a commercial partnership, or (iii) a commercial private or public institution.

RESPONSIBILITY

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

Annex A

Modulo - Dichiarazione di rinuncia all'esercizio

(Facsimile)

"FTSE MIB INDEX MINI FUTURE SHORT CERTIFICATES"

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:

The Royal Bank of Scotland N.V.

Att.ne di Mark Tyson/Valentina Milano

Tel.: +44 (0) 207 678 1543

Fax: + 44 (0) 207 678 1051

"FTSE MIB INDEX MINI FUTURE SHORT CERTIFICATES" (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

Annex B

Modulo - Dichiarazione di rinuncia all'esercizio

(Facsimile)

"NASDAQ-100® MINI FUTURE SHORT CERTIFICATES"

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

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Copia a:

The Royal Bank of Scotland N.V.

Att.ne di Mark Tyson/Valentina Milano

Tel.: +44 (0) 207 678 1543

Fax: + 44 (0) 207 678 1051

"NASDAQ-100® MINI FUTURE SHORT CERTIFICATES" (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

Annex C

Modulo - Dichiarazione di rinuncia all'esercizio

(Facsimile)

"RDX INDEX MINI FUTURE SHORT CERTIFICATES"

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

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Copia a:

The Royal Bank of Scotland N.V.

Att.ne di Mark Tyson/Valentina Milano

Tel.: +44 (0) 207 678 1543

Fax: + 44 (0) 207 678 1051

"RDX INDEX MINI FUTURE SHORT CERTIFICATES" (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

Annex D

Modulo - Dichiarazione di rinuncia all'esercizio

(Facsimile)

"S&P 500 INDEX MINI FUTURE SHORT CERTIFICATES"

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

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Tel: (+39) 02 7247 4625

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Copia a:

The Royal Bank of Scotland N.V.

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Tel.: +44 (0) 207 678 1543

Fax: + 44 (0) 207 678 1051

"S&P 500 INDEX MINI FUTURE SHORT CERTIFICATES" (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

CONDITIONS: GENERAL CONDITIONS

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 any Definitive Securities or attached to any 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. References in these General Conditions to the Conditions shall mean these General Conditions and, in relation to any Securities, the Product Conditions applicable to those Securities.

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 by the Issuer to the Clearing Agent(s) with an instruction from the Issuer to the Clearing Agent(s) to communicate such announcement to the Holders.
- (b) Delivery. Any such announcement issued pursuant to General Condition 4(a) shall be deemed to have been given on the date of such delivery or, if earlier, the date of any publication as required by any relevant stock exchange or any Relevant Clearing System or, if published more than once, on the date of the first such publication.

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, acting in good faith and in a commercially reasonable manner, determines that it is or has become not reasonably practicable or it has otherwise become undesirable, for any reason, for the Issuer or any Hedge Provider wholly or partially to (i) hold, acquire, establish, re-establish, substitute, maintain, unwind or dispose of a relevant hedging transaction (a “**Relevant Hedging Transaction**”) or asset it deems necessary, appropriate or desirable to hedge the Issuer’s obligations in respect of the Securities or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s). The reasons for such determination by the Issuer may include, but are not limited to, the following:
 - (i) the Issuer or any Hedge Provider will, whether directly or indirectly, incur a material increase (as compared with circumstances existing on the Issue Date) in the amount of tax, duty, expense (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position) or fee (other than brokerage commissions) provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer or the Hedge Provider shall not be considered for the purposes of this sub-paragraph (i); or

- (ii) any material illiquidity in the market for, or any mandatory redemption in whole or in part of, the relevant instruments (the “**Disrupted Instrument**”) which from time to time are included in the reference asset to which the Securities relate; or
- (iii) a change in any applicable law or regulation (including, without limitation, any tax law) or the promulgation of, or change in, the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority); or
- (iv) a material decline in the creditworthiness of a party with whom the Issuer has entered into any such Relevant Hedging Transaction; or
- (v) 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.

In the Conditions:

“**Hedge Position**” means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in reference assets to which the Securities relate, securities, options, futures, derivatives or foreign exchange, (ii) securities lending transactions or (iii) other instruments or arrangements (however described) by the Issuer in order to hedge the Issuer’s risk of issuing, and performing its obligations with respect to, the Securities; and

“**Hedge Provider**” includes but is not limited to the Issuer, any associate, subsidiary or affiliate thereof and/or The Royal Bank of Scotland plc and/or any other party(ies) and/or any special purpose vehicle(s) holding or entering into a Hedge Position in connection with the Issuer’s hedging arrangements in respect of the Securities.

- (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

having regard to prevailing market rates, credit spreads and market liquidity, 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.
- (d) The Issuer may also make adjustments to the Conditions if it determines that an event has occurred which, whilst not a Hedging Disruption Event or other disruption event as specified in Product Condition 4, is likely to have a material adverse effect on the Issuer's Hedge Position. Where the Issuer makes adjustments to the Conditions pursuant to this General Condition 5(d), the Issuer shall notify the Holders thereof and shall offer to purchase from Holders for a period of not less than 10 days any Securities held by them at their fair market value (as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner and taking into account the proposed adjustment) less the cost to the Issuer of unwinding any related hedging arrangements.

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.
- (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.
 - (i) In making any determinations and calculations under these Conditions, the Issuer and the Calculation Agent shall act at all times in good faith and in a commercially reasonable manner. All such determinations and calculations by the Issuer and the Calculation Agent shall, in the absence of manifest error, be final and binding.
 - (ii) Whilst it is intended that the Issuer and the Calculation Agent will employ the methodology described in the Conditions to make determinations in respect of the Securities, no assurance can be given that market, regulatory, judicial or fiscal circumstances or, without limitation, any other circumstances will not arise that would necessitate a modification or change in such methodology in order that the Securities replicate as closely as possible investments in the assets underlying the Securities and its components. The Issuer and the Calculation Agent may make any such modification or change to such methodology that it considers necessary to reflect such circumstances.
 - (iii) Calculations made by the Issuer or the Calculation Agent in respect of the Securities shall be made on the days specified herein; however, notwithstanding the foregoing or anything else contained in these Conditions, should the Issuer or the Calculation Agent determine that in order to give effect to the methodology described in these Conditions it is necessary to

make calculations on a day or days other than that specified, then each of the Issuer and the Calculation Agent is permitted to make such calculations on such calendar day or days as it shall determine.

- (iv) Due to timing considerations, process requirements and other matters that would, in the opinion of the Issuer or the Calculation Agent, be relevant in relation to the implementation of asset allocation models, the Issuer or the Calculation Agent may need to make appropriate adjustments to the methodology set out in the terms and conditions as it considers necessary in order to reflect the timing and amounts that would be applicable were the Issuer or the Calculation Agent physically implementing the methodology set out in the Securities.
- (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 issuer of the Securities with regard to any and all rights, obligations and liabilities under and in connection with the Securities:
 - (A) The Royal Bank of Scotland plc, registered in Scotland under No. 90312, with its registered office at 36 St Andrew Square, Edinburgh EH2 2YB, ("**RBS**" or the "**Substitute**") subject to 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; or
 - (B) any entity other than RBS (also, the "**Substitute**"), subject to:
 - either (x):
 - (i) 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; and
 - (ii) the Issuer or RBS having issued a legal, valid and binding guarantee of the obligations and liabilities of the Substitute under the Securities for the benefit of each and any of the Holders;

or (y):

(i) the Issuer having given at least three months' prior notice of the date of such substitution to the Holders in accordance with General Condition 4; and

(ii) each Holder, from (and including) the date of such notice, to (and including) the date of such substitution, being entitled to terminate the Securities held by such Holder without any notice period in which event the Issuer will, if and to the extent permitted by Applicable Law, pay to such Holder with respect to each Security held by such Holder an amount calculated by the Issuer 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 for a minimum assured return of principal or a minimum assured return of interest or other payments, 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 shall not be less than the present value of the minimum assured return of principal and/or interest or coupons having regard to prevailing market rates, credit spreads and market liquidity, 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 Holders in accordance with General Condition 4;

and in each case subject to 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.

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. This General Condition will not apply to Securities issued in dematerialised form.

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 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 or such other Calculation Agent as specified in the applicable Final Terms, shall undertake the duties of calculation agent (the “**Calculation Agent**” which expression shall include any successor calculation agent or assignee as approved by the Issuer) 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. This General Condition will not apply to Securities issued in dematerialised form.

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.

15. GOVERNING LAW AND JURISDICTION

(a) The Conditions and any non-contractual obligations arising out of or in connection with the Securities, are governed by and shall be construed in accordance with English law.

(b) The courts of England have exclusive jurisdiction to settle any dispute (including any dispute relating to any non-contractual obligations) (a "**Dispute**") arising from or in connection with the Securities).

(c) Subparagraph (b) is for the benefit of the Holders only. As a result, nothing prevents any Holder from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, Holders may take concurrent Proceedings in any number of jurisdictions.

(d) The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

16. METHOD OF PAYMENT

For purposes of any payment on a Security (other than an equity certificate issued in registered form), the Clearing Agents may not be United States persons, as defined for United States Federal income tax purposes, and their respective specified offices may not be located in the United States or any of its possessions. No payment on a Security (other than an equity certificate issued in registered form) shall be made by transfer to an account in the United States (including its possessions) or by cheque mailed to an address in the United States (including its possessions).

17. COMMISSIONS, FEES AND REBATES

From time to time, the Issuer may make payments or receive the benefit of payments in relation to the issue of Securities including the following:

- (a) The Issuer may pay to a distributor, sales agent or other intermediary fees or commissions. Such fees or commissions are generally required to be disclosed by distributors, sales agents or intermediaries which, in each case, are EEA investment firms or credit institutions to their clients. Each potential investor in the Securities should satisfy itself as to the amount of any fees or commissions received by intermediaries;
- (b) The Issuer may receive or pay management or other fees from or to third parties. Where such fees are payable, further details of them will be set out in the relevant Final Terms; and
- (c) The Issuer may make payments to or receive the benefit of generic commission, discount and rebate arrangements from Hedge Providers and other transaction counterparties. Such arrangements will be as agreed between the Issuer and the third parties.

The Issuer reserves the right to retain any amounts received without any obligation to pass the benefit of the rebates to investors in the Securities.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO INDEX EXPRESS CERTIFICATES

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 any Definitive Securities and attached to any 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 or Index specified in the definition 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;

“**Calculation Period**” means unless otherwise specified in the definition of the relevant Series in the applicable Final Terms, the number of calendar days from (but excluding) an Exchange Business Day to (and including) the next following Exchange Business Day;

“**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**”);

“**Coupon**” means an interest coupon attached to each Security (if in definitive form) (if any) representing an entitlement in respect of an Interest Amount;

“**Current Barrier Level**” means, unless otherwise specified in the definition of the relevant Series in the applicable Final Terms, an amount calculated on each Reset Date (which shall be deemed to be a monetary value in the Underlying Currency), subject to adjustment in accordance with Product Condition 4, determined by the Calculation Agent in its sole and absolute discretion, as:

- (a) if “Express Long” is specified as being “Applicable” in the definition of the relevant Series in the applicable Final Terms:
 - (i) the Current Strike Level on the current Reset Date; plus
 - (ii) the Current Premium multiplied by the Current Strike Level on the current Reset Date; or
- (b) if “Express Short” is specified as being “Applicable” in the definition of the relevant Series in the applicable Final Terms:
 - (i) the Current Strike Level on the current Reset Date; minus
 - (ii) the Current Premium multiplied by the Current Strike Level on the current Reset Date.

The Current Barrier Level shall be rounded in the manner specified in the applicable Final Terms. The Current Barrier Level on the Launch Date shall be the amount specified as such in the definition of the relevant Series in the applicable Final Terms;

“**Current Premium**” means the percentage specified as such in the definition of the relevant Series in the applicable Final Terms;

“**Current Spread**” means the percentage specified as such in the definition of the relevant Series in the applicable Final Terms;

“Current Strike Level” means, subject to adjustment in accordance with Product Condition 4 and unless otherwise specified in the definition of the relevant Series in the applicable Final Terms, an amount (which shall be deemed to be a monetary value in the Underlying Currency) determined by the Calculation Agent, on each Exchange Business Day, in accordance with the following formula:

- (a) the Current Strike Level on the previous Exchange Business Day; plus
- (b) Funding Cost; and minus
- (c) Notional Dividend Amounts.

The Current Strike Level will be rounded to the nearest two decimal places in the Underlying Currency, 0.005 being rounded upwards. The Current Strike Level on the Launch Date is the level specified as such in the definition of the relevant Series in the applicable Final Terms;

“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 Shares or Certificate as applicable, 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;

“Emerging Market Disruption Event” means, unless otherwise specified in the definition of the relevant Series in the applicable Final Terms, each of the following events:

- (i) **Moratorium.** A general moratorium is declared in respect of banking activities in the country in which the Exchange or any Related Exchange is located or in the principal financial centre of the Relevant Currency; or
- (ii) **Price Source Disruption.** It becomes impossible to obtain the Relevant Currency Exchange Rate on any relevant date, in the inter-bank market; or
- (iii) **Governmental Default.** With respect to any security or indebtedness for money borrowed or guaranteed by any Governmental Authority, there occurs a default, event of default or other similar condition or event (howsoever described) including, but not limited to, (A) the failure of timely payment in full of principal, interest or other amounts due (without giving effect to any applicable grace periods) in respect of any such security indebtedness for money borrowed or guarantee, (B) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due in respect of any such security, indebtedness for money borrowed or guarantee or (C) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due in respect of any such security, indebtedness for money borrowed or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for money borrowed or guarantee; or
- (iv) **Inconvertibility/non-transferability.** The occurrence of any event which (A) generally makes it impossible to convert the currencies in the Relevant Currency Exchange Rate through customary legal channels for conducting such conversion in the principal financial centre of the Relevant Currency or (B) generally makes it impossible to deliver the Relevant Currency from accounts in the country of the principal financial centre of the Relevant Currency to accounts outside such jurisdiction or the Relevant Currency between accounts in such jurisdiction or to a party that is a non-resident of such jurisdiction; or
- (v) **Nationalisation.** Any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives the Issuer (or any of its affiliates) of all or substantially all of its assets in the country of the principal financial centre of the Relevant Currency; or

- (vi) Illiquidity. It is impossible to obtain a firm quote for the Relevant Currency Exchange Rate for an amount which the Issuer considers necessary to discharge its obligations under the Securities; or
- (vii) Change in Law. A change in law in the country of the principal financial centre of the Relevant Currency which may affect the ownership in and/or the transferability of the Relevant Currency; or
- (viii) Imposition of Tax/Levy. The imposition of any tax and/or levy with punitive character which is imposed in the country of the principal financial centre of the Relevant Currency; or
- (ix) Unavailability of Settlement Currency. The unavailability of the Settlement Currency in the country of the principal financial centre of the Relevant Currency, or where the Settlement Currency is the Relevant Currency, the unavailability of the Relevant Currency in the principal financial centre of any other applicable currency; or
- (x) Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations in relation to the Securities;

“**Entitlement**” means the number specified as such in the definition of the relevant Series in the applicable Final Terms, subject to any adjustment in accordance with Product Condition 4;

“**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 Business Day**” means each day specified as such in the definition of the relevant Series in the applicable Final Terms;

“**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**” means a Holder’s right to exercise the Securities, in accordance with Product Condition 3;

“**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 Shares or Certificate as applicable, on such date having regard to the then prevailing market conditions, the last reported trading price of the Shares or Certificate as applicable, 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;

“**Funding Cost**” means, subject to adjustment in accordance with Product Condition 4 and unless otherwise specified in the definition of the relevant Series in the applicable Final Terms, an amount, as determined by the Calculation Agent, equal to:

- (a) if “Express Long” is specified as being “Applicable” in the definition of the relevant Series in the applicable Final Terms:
 - (i) Prevailing Rate plus Current Spread; multiplied by
 - (ii) the Current Strike Level on the previous Exchange Business Day; multiplied by
 - (iii) the number of calendar days elapsed in the Calculation Period (including the current day) divided by 360; or
- (b) if “Express Short” is specified as being “Applicable” in the definition of the relevant Series in the applicable Final Terms:
 - (i) Prevailing Rate minus Current Spread; multiplied by
 - (ii) the Current Strike Level on the previous Exchange Business Day; multiplied by
 - (iii) the number of calendar days elapsed in the Calculation Period (including the current day) divided by 360;

“**Governmental Authority**” is any de facto or de jure government (or agency or instrumentality thereof, court, tribunal, administrative or other governmental authority) or any other entity (private or public) charged with the regulation of the financial markets (including

the central bank) in the country of the principal financial centre of either of the currencies in the Relevant Currency Exchange Rate;

“**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 the 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;

“**Interest Amount**” means, if “Interest” is specified as being “Applicable” in the definition of the relevant Series in the applicable Final Terms, in respect of each Interest Period, an amount calculated by the Calculation Agent in accordance with the formula specified in the definition of the relevant Series in the applicable Final Terms;

“**Interest Payment Dates**” means, if “Interest” is specified as being “Applicable” in the definition of the relevant Series in the applicable Final Terms, the dates specified as such in the definition of the relevant Series in the applicable Final Terms;

“**Interest Period**” means, if “Interest” is specified as being “Applicable” in the definition of the relevant Series in the applicable Final Terms and unless otherwise specified in the definition of the relevant Series in the applicable Final Terms, the period commencing on (and including) the Issue Date to (but excluding) the first Interest Payment Date and each period commencing on (and including) an Interest Payment Date to (but excluding) the next following Interest Payment Date;

“**Interest Rate**” means, if “Interest” is specified as being “Applicable” in the definition of the relevant Series in the applicable Final Terms, in respect of each Interest Period, the rate specified as such, or determined in accordance with the formula specified, in the definition of the relevant Series in the applicable Final Terms;

“**Interest Rate Day Count Fraction**” means, if “Interest” is specified as being “Applicable” in the definition of the relevant Series in the applicable Final Terms, that interest shall be

calculated on the basis specified in the definition of the relevant Series in the applicable Final Terms;

“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;

“Issuer Call” means, if “Issuer Call” is specified as being “Applicable” in the definition of the relevant Series in the applicable Final Terms, termination of the Securities by the Issuer in accordance with Product Condition 3;

“Issuer Call Cash Amount” means, if “Issuer Call” is specified as being “Applicable” in the definition of the relevant Series in the applicable Final Terms, the amount specified as such in, or the 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 Issuer Call 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;

“Issuer Call Commencement Date” means, if “Issuer Call” is specified as being “Applicable” in the definition of the relevant Series in the applicable Final Terms, the date specified as such in the definition of the relevant Series in the applicable Final Terms;

“Issuer Call Date” means, if “Issuer Call” is specified as being “Applicable” in the definition of the relevant Series in the applicable Final Terms, the day specified as such in the notice delivered by the Issuer in accordance with Product Condition 3 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 that day in which case the Issuer Call 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 the Issuer Call Date. In that case (i) the last day of the Relevant Number of Trading Days shall be deemed to be the Issuer Call 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 or Certificate as applicable, and such other factors as the Calculation Agent determines to be relevant;

“Issuer Call Notice Period” means, if “Issuer Call” is specified as being “Applicable” in the applicable Final Terms, the period specified as such in the definition of the relevant Series in the applicable Final Terms;

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

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

“Notional Dividend Amount” means, if “Notional Dividend Amount” is specified as being “Applicable” in the definition of the relevant Series in the applicable Final Terms and unless specified otherwise in the definition of the relevant Series in the applicable Final Terms, an amount as determined by the Calculation Agent, equal to:

- (a) if “Express Long” is specified as being “Applicable” in the definition of the relevant Series in the applicable Final Terms:

The sum of the cash dividends and/or other cash distributions in respect of the Shares which have an ex-dividend date occurring during the Notional Dividend Period net of applicable withholding taxes at a rate adjusted by application of any relevant tax treaty without regard to any tax credits; or

- (b) if “Express Short” is specified as being “Applicable” in the definition of the relevant Series in the applicable Final Terms:

The sum of the cash dividends and/or other cash distributions in respect of the Shares which have an ex-dividend date occurring during the Notional Dividend Period without regard to any withholding tax or other deductions multiplied by the prevailing dividend percentage payable under market standard stock borrow agreements, as determined by the Calculation Agent in its sole and absolute discretion;

“Notional Dividend Period” means, unless otherwise specified in the definition of the relevant Series in the applicable Final Terms, each period from (but excluding) the previous Exchange Business Day to (and including) the current Exchange Business Day;

“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 (TARGET2) System is open;

“Prevailing Rate” means the rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits in the Underlying Currency in the inter-bank market for each Calculation Period, by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time;

“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 Currency” means, unless otherwise specified in the definition of the relevant Series in the applicable Final Terms, the Settlement Currency, the lawful currency in which the underlying of the Security or any constituent of such underlying is denominated, from time to time, or the lawful currency of the country in which the Exchange or the primary exchange on which an underlying or any constituent of such underlying, is located provided that Relevant Currency shall not include any lawful currency that is a Standard Currency. Notwithstanding the foregoing, where the underlying of a Security is a fund, including but not limited to, an exchange traded fund, a mutual fund, a unit trust or a hedge fund, or an American Depositary Receipt (“**ADR**”) or Global Depositary Receipt (“**GDR**”), the constituents of such fund, ADR or GDR as applicable, shall not be considered for the purpose of this definition;

“Relevant Currency Exchange Rate” means each rate of exchange between the Relevant Currency and the Settlement Currency, or where the Relevant Currency is the Settlement Currency, between the Relevant Currency and any other applicable 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;

“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;

“Reset Date” means, unless otherwise specified in the definition of the relevant Series in the applicable Final Terms, the Issue Date and thereafter (a) the day of each calendar month specified as such in the definition of the relevant Series in the applicable Final Terms, provided that if such day is not an Exchange Business Day, the Reset Date will be the next following Exchange Business Day, or (b) the ex-dividend date when the Notional Dividend Amount is equal to or greater than two per cent. of the current level of the Share, at the determination of the Calculation Agent;

“**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;

“**Standard Currency**” means, unless otherwise specified in the definition of the relevant Series in the applicable Final Terms, the lawful currency of Australia, Austria, Belgium, Canada, Cyprus, Denmark, Finland, France, Germany, Greece, Hong Kong, Ireland, Italy, Japan, Luxembourg, Malta, the Netherlands, New Zealand, Norway, Portugal, Singapore, Slovenia, Spain, Sweden, Switzerland, Taiwan, the United Kingdom and the United States, or such other currency as determined by the Calculation Agent at its sole and absolute discretion from time to time;

“**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;

“**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 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 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 or Certificate as applicable, 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

- (a) **Global Form.** Except in the case of Securities issued in dematerialised 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.
- (b) **Dematerialised Form.** Certain Securities will, where required by the rules and procedures of the Clearing Agent, be issued in dematerialised form and will be registered in the book-entry system of the Clearing Agent. Title to the Securities will pass by transfer between accountholders at the Clearing Agent perfected in accordance with the legislation, rules and regulations applicable to and/or issued by the Clearing Agent that are in force and effect from time to time (the “**Rules**”). Accordingly, in these Conditions, the term “**Holder**” means a person in whose name a Security is registered in the book-entry settlement system of the Clearing Agent or any other person recognised as a holder of Securities pursuant to the Rules.

3. RIGHTS AND PROCEDURES

- (a) Exercise. Provided no Early Termination Event has occurred and notwithstanding notice of an Issuer Call if “Issuer Call” is specified as being “Applicable” in the definition of the relevant Series in the applicable Final Terms, 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. An Early Termination Event will override an Issuer Call and/or due Exercise if the Early Termination Event occurs prior to or on an Issuer Call Date or Valuation Date, as the case may be.
- (c) Issuer Call. If “Issuer Call” is specified as being “Applicable” in the definition of the relevant Series in the applicable Final Terms, the Issuer may terminate, subject to a valid Exercise or the occurrence of an Early Termination Event, the Securities, in whole but not in part on any Business Day, by giving Holders at least the Issuer Call Notice Period notice of its intention to terminate the Securities, such notice to be given at any time from (and including) the Issuer Call Commencement Date. Any such notice shall be given in accordance with the provisions of General Condition 4, and shall specify the Issuer Call Date.
- (d) Cash Settlement. Each Security upon exercise, termination pursuant to an Issuer Call or 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 either:
 - (i) The Cash Amount, following a valid Exercise; or
 - (ii) The Issuer Call Cash Amount, following an Issuer Call; or
 - (iii) The Early Termination Amount, following an Early Termination Event.
- (e) Interest Amount. If “Interest” is specified as being “Applicable” in the definition of the relevant Series in the applicable Final Terms, each Security shall bear interest at the Interest Rate. The Interest Amount is calculated by reference to the relevant Interest Period, the Interest Rate and the Interest Rate Day Count Fraction, and is payable on each Interest Payment Date.
- (f) Interest Accrual. If “Interest” is specified as being “Applicable” in the definition of the relevant Series in the applicable Final Terms, each security shall cease to accrue interest from (and including) exercise. No interest shall accrue after the Exercise Date, the Issuer Call Date or the Early Termination Date in respect of which an Early

Termination Event occurs, as the case may be, in the event that payment of any amount is postponed due to a Market Disruption Event.

- (g) 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.
- (h) 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, Issuer Call Cash Amount, Early Termination Amount or Interest Amount, if applicable.
- (i) 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, Issuer Call Cash Amount or Early Termination 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) any person who is a U.S. person as defined in Regulation S under the Securities Act;
 - (b) any person or entity other than one of the following:
 - (1) a natural person who is not a resident of the United States;
 - (2) a partnership, corporation or other entity, other than an entity organised principally for passive investment, organised under

the laws of a jurisdiction other than the United States and which has its principal place of business in a jurisdiction other than the United States;

- (3) an estate or trust, the income of which is not subject to United States income tax regardless of source;
 - (4) an entity organised principally for passive investment such as a pool, investment company or other similar entity, provided that units of participation in the entity held by U.S. persons represent in the aggregate less than 10 per cent. of the beneficial interest in the entity, and that such entity was not formed principally for the purpose of facilitating investment by U.S. persons; or
 - (5) a pension plan for the employees, officers or principals of an entity organised and with its principal place of business outside the United States; and
- (vi) authorise the production of such Notice in any applicable administrative or legal proceedings.
- (j) **Verification.** In respect of each Notice, the relevant Holder must provide evidence reasonably satisfactory to the Principal Agent of its holding of such Securities.
 - (k) **Settlement.** The Issuer shall pay or cause to be paid the Cash Amount, the Issuer Call Cash Amount or the Early Termination Amount (if any) for each Security with respect to which a Notice has been delivered to the account specified in the relevant Notice for value on the Settlement Date.
 - (l) **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.

- (m) 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.
- (n) 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.
- (o) Method of Payment. Subject as provided below, where any amount paid in connection with the Securities is in a currency other than euro, such payments will be made by an Agent on behalf of the Issuer in the Settlement Currency to an account specified by the payee with, or by a cheque in such Settlement Currency drawn on, a bank in the principal financial centre of the country of such Settlement Currency; where any amount paid in connection with the Securities is in euro, payment of such amount will be made by an Agent on behalf of the Issuer by credit or transfer to a euro account or any account to which euro may be credited or transferred specified by the payee or, at the option of the payee, by a euro cheque. Payments will be made via the Clearing Agent(s) and will be made in accordance with the Rules (if applicable). All payments will be subject to applicable fiscal and legal requirements applicable thereto.
- (p) Presentation and Surrender. The Issuer shall record payment of any amount in connection with the Securities made to the relevant Agent and such record shall be prima facie evidence that the payment in question has been made. The Holder shall be the only person entitled to receive payments of any amount paid in connection with

the Securities and the Issuer will be discharged by payment to, or to the order of, the Holder in respect of the amount so paid.

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.
- (i) 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.
 - (ii) If (A) on or prior to the Valuation Date, Issuer Call 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 or prior to the Valuation Date, Issuer Call 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, Issuer Call 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.

- (iii) 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 ex-dividend date occurs during the period from (and including) the Issue Date up to (but excluding) the Valuation Date, Issuer Call 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.

(iv) 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.