

OFFERING CIRCULAR

N.V. NEDERLANDSE GASUNIE

(incorporated with limited liability in The Netherlands and having its corporate seat in Groningen, The Netherlands)

€2,500,000,000

Euro Medium Term Note Programme

Due from 12 months to 50 years from the date of Issue

Under this Euro 2,500,000,000 Euro Medium Term Note Programme (the **Programme**), N.V. Nederlandse Gasunie (**Gasunie** or the **Issuer**) may from time to time issue notes (the **Notes**) denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below).

The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed Euro 2,500,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement described herein), subject to increase as described herein.

The Notes may be issued on a continuing basis to one or more of the Dealers specified under "*Summary of the Programme*" and any additional Dealer appointed under the Programme from time to time by the Issuer (each a **Dealer** and together the **Dealers**), which appointment may be for a specific issue or on an ongoing basis. References in this Offering Circular to the **relevant Dealer** shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Notes.

An investment in Notes issued under the Programme involves certain risks. For a discussion of these risks see "*Risk Factors*".

The Authority for the Financial Markets (*Autoriteit Financiële Markten*, the **AFM**), in its capacity as competent authority under the Securities Trade Supervision Act 1995 (*Wet toezicht effectenverkeer 1995*, the **Wte**), has approved this Offering Circular pursuant to Article 3 of the Wte. Application has been made to Euronext Amsterdam N.V. (**Euronext Amsterdam**) to allow Notes issued under the Programme, during the period of 12 months from the date of this Offering Circular, to be admitted to trading and to be listed on Eurolist by Euronext Amsterdam.

References in this Offering Circular to Notes being **listed** (and all related references) shall mean that such Notes have been admitted to trading and listing on Eurolist by Euronext Amsterdam. Eurolist by Euronext Amsterdam is a regulated market for the purposes of Directive 93/22/EEC (the **Investment Services Directive**).

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other terms and conditions not contained herein which are applicable to each Tranche (as defined under "*Terms and Conditions of the Notes*") of Notes will be set out in a final terms supplement (the **Final Terms**) which will be provided to investors and filed with the competent authority on or before the date of issue of the Notes of such Tranche.

The Programme provides that Notes may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the Issuer and the relevant Dealer. The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market.

The Issuer may agree with any Dealer that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes herein, in which event a supplemental Offering Circular, if

appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

Arranger

ABN AMRO

Dealers

ABN AMRO

BARCLAYS CAPITAL

BNP PARIBAS

CITIGROUP GLOBAL MARKETS LIMITED

DEUTSCHE BANK

FORTIS BANK

ING WHOLESALE BANKING

RABOBANK INTERNATIONAL

THE ROYAL BANK OF SCOTLAND

UBS INVESTMENT BANK

The date of this Offering Circular is 30 May 2006.

Important Notice

This Offering Circular comprises a base prospectus for the purposes of Article 5.4 of Directive 2003/71/EC (the Prospectus Directive).

The Issuer (the Responsible Person) accepts responsibility for the information contained in this Offering Circular. To the best of the knowledge and belief of the Issuer (having taken all reasonable care to ensure that such is the case) the information contained in this Offering Circular is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Offering Circular is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see "*Documents Incorporated by Reference*"). This Offering Circular shall be read and construed on the basis that such documents are incorporated and form part of this Offering Circular.

The Dealers have not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers as to the accuracy or completeness of the information contained or incorporated in this Offering Circular or any other information provided by the Issuer in connection with the Programme. No Dealer accepts any liability in relation to the information contained or incorporated by reference in this Offering Circular or any other information provided by the Issuer in connection with the Programme.

No person is or has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this Offering Circular or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealers.

Neither this Offering Circular nor any other information supplied in connection with the Programme or any Notes should be considered as a recommendation by the Issuer or any of the Dealers that any recipient of this Offering Circular or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer.

Neither this Offering Circular nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of the Issuer or any of the Dealers to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Offering Circular nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme or to advise any investor in the Notes of any information coming to their attention. Investors should review, *inter alia*, the most recently published documents incorporated by reference into this Offering Circular when deciding whether or not to purchase any Notes.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended, (the *Securities Act*) and are subject to U.S. tax law requirements. Subject to certain

exceptions, Notes may not be offered, sold or delivered within the United States or to or for the account or benefit of U.S. persons (see "*Subscription and Sale*").

This Offering Circular does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Offering Circular and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer and the Dealers do not represent that this Offering Circular may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer or the Dealers which would permit a public offering (unless expressly indicated otherwise) of any Notes or distribution of this Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Offering Circular nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Offering Circular or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Offering Circular and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Offering Circular and the offer or sale of Notes in the United States, the European Economic Area (including The Netherlands, the United Kingdom, Italy and France) and Japan, see "*Subscription and Sale*".

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot (provided that, in the case of any Tranche of Notes to be admitted to trading on a regulated market in the European Economic Area, the aggregate principal amount of Notes allotted does not exceed 105 per cent. of the aggregate principal amount of the relevant Tranche) or effect transactions with a view to supporting the market price of the Notes of the Series (as defined below) of which such Tranche forms part at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Such stabilising shall be in compliance with any applicable laws, regulations and rules, including those of Euronext Amsterdam.

All references in this document to *U.S. dollars*, *U.S.\$* and *\$* refer to United States dollars, all references in this document to *Sterling* and *£* refer to pounds sterling and all references in this document to *Euro* and *€* refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended.

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SUMMARY OF THE PROGRAMME

This summary must be read as an introduction to this Offering Circular and any decision to invest in any Notes should be based on a consideration of this Offering Circular as a whole, including the documents incorporated by reference. Following the implementation of the relevant provisions of the Prospectus Directive in each Member State of the European Economic Area no civil liability will attach to the Responsible Persons in any such Member State in respect of this Summary, including any translation hereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Offering Circular. Where a claim relating to information contained in this Offering Circular is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Offering Circular before the legal proceedings are initiated.

Words and expressions defined in "*Terms and Conditions of the Notes*" shall have the same meanings in this summary.

Issuer:	N.V. Nederlandse Gasunie
Description Issuer:	N.V. Nederlandse Gasunie (Gasunie) is Europe's second-largest gas transmission company by volumes transported. Gasunie is the wholly state-owned holding company of the monopoly gas transmission system operator in The Netherlands, Gas Transport Services B.V. (GTS). The company plays a strategically important role in Dutch energy policy and security of supply, as its network allows Dutch gas to be transported from Groningen and the small fields to large export markets such as Germany, as well as (to a much lesser extent) facilitating the import of gas from Norway and Russia.
Risk Factors:	There are certain factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme. These are set out under " <i>Risk Factors</i> " below and include the strong dependability on the relevant laws and regulations, including authorisations and licences. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme, see " <i>Risk Factors</i> ".
Description:	Euro Medium Term Note Programme
Arranger:	ABN AMRO Bank N.V.
Dealers:	ABN AMRO Bank N.V. Barclays Bank PLC BNP Paribas Citigroup Global Markets Limited Deutsche Bank AG, London Branch Fortis Bank N.V.-S.A. ING Bank N.V. Rabobank International The Royal Bank of Scotland plc

UBS Limited

and any other Dealers appointed in accordance with the Programme Agreement.

Certain Restrictions:	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see "Subscription and Sale") including the following restrictions applicable at the date of this Offering Circular.
Agent:	Deutsche Bank AG, London Branch
Paying Agent:	Deutsche Bank AG, London Branch
Currencies:	Subject to compliance with all relevant laws, regulations and directives and all relevant consents being obtained, Notes may be issued in U.S. dollars, Euro, Sterling, Swiss francs, Japanese yen or in such other currency or currencies as the Issuer and the relevant Dealer(s) may agree.
Size:	Up to Euro 2,500,000,000 (or the equivalent in other currencies at the date of issue) in aggregate principal amount of Notes outstanding at any one time.
Maturities:	Subject to compliance with all relevant laws, regulations and directives, Notes will have maturities from 12 months and up to 50 years from the date of issue.
Issue Price:	Notes may be issued at their nominal amount or at a discount or premium to their nominal amount. Partly-paid Notes may be issued, the Issue Price of which will be payable in two or more instalments.
Method of Issue:	Notes may be issued by way of private or public placement and in each case on a syndicated or non-syndicated basis. The Notes will be issued in one or more Series (which may be issued on the same date or which may be issued in more than one Tranche on different dates), maturing on the same date, bearing interest (if any) on the same basis and otherwise on identical terms. The Notes with respect to each Series may be issued in Tranches on a continuous basis with no minimum issue size. Further Notes may be issued as part of an existing Series.
Fixed Interest Rate Notes:	Fixed interest will be payable in arrear on the date or dates in each year specified in the relevant Final Terms and at maturity.
Floating Rate Notes:	Floating Rate Notes will bear interest set separately for each Series as follows:

- (i) on the same basis as the floating rate under a national interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2000 ISDA Definitions (as amended and supplemented) published by the International Swaps and Derivatives Association, Inc. or
- (ii) by reference to LIBOR, LIBID, LIMEAN or EURIBOR (or such other benchmark as may be specified in the relevant Final Terms) as adjusted for any applicable margin. Interest periods will be specified in the relevant Final Terms.

Zero Coupon Notes: Zero Coupon Notes may be issued at their nominal amount or at a discount and will not bear interest.

Dual Currency Notes: Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange as may be specified in the relevant Final Terms.

Index Linked Notes: Payments of principal in respect of Index Linked Redemption Notes or of interest in respect of Index Linked Interest Notes will be calculated by reference to such index and/or formula as may be specified in the relevant Final Terms.

Interest Periods and Interest Rates: The length of the Interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate or both. All such information will be set out in the relevant Final Terms.

Redemption: The relevant Final Terms will specify the basis for calculating the redemption amounts payable, which may be by reference to an index or formula or as otherwise provided in the relevant Final Terms.

Other Notes: Terms applicable to Instalment Notes, Partly-paid Notes and any other type of Note which the Issuer and any Dealer or Dealers may agree to issue under the Programme will be set out in the relevant Final Terms.

Form of Notes: Each Tranche will initially be represented by a temporary Global Note which will be deposited on its date of issue either (i) with a common depository on behalf of Euroclear and Clearstream, Luxembourg and/or any other agreed clearing system or (ii) with Euroclear Netherlands. No interest will be payable in respect of a temporary Global Note, except as described under "Summary of Provisions Relating to the Notes while in Global Form". Interests in a temporary Global Note will be exchangeable for interests in a permanent Global Note after the date falling 40 days after

the issue date of the relevant Tranche upon certification as to non-U.S. beneficial ownership. Interests in a permanent Global Note will be exchangeable for definitive Notes in bearer form as described under "Summary of Provisions Relating to the Notes while in Global Form".

Denomination:	Notes will be issued in such denominations as may be specified in the relevant Final Terms, save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant specified currency.
Optional Redemption:	The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the holders and, if so, the terms applicable to such redemption.
Early Redemption:	Except as provided in "Optional Redemption" above, Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons.
Redemption by Instalments:	The Final Terms issued in respect of each issue of Notes which are redeemable in two or more instalments will set out the dates on which, and the amounts in which, such Notes may be redeemed.
Listing:	Euronext Amsterdam or as otherwise specified in the relevant Final Terms.
Status of Notes:	The Notes will constitute direct, unconditional and unsecured obligations of the Issuer, as more fully described in "Terms and Conditions of the Notes". As specified in the relevant Final Terms, a Series of Notes may be unlisted.
Negative Pledge and Cross Default:	As described in "Terms and Conditions of the Notes".
Withholding Tax:	All payments of principal and interest in respect of the Notes will be made free and clear of withholding taxes of The Netherlands (provided that certain requirements are met, see also "Dutch Taxation"), subject to customary exceptions, as more fully described in "Terms and Conditions of the Notes".
Governing Law:	Dutch.

RISK FACTORS

The Issuer believes that among others the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme. These factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

In addition, certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Offering Circular and reach their own views prior to making any investment decision.

Factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme

Gasunie's results of operations, financial condition and cash flows depend, in large part, upon governmental regulations and European legislation and the ability to provide its services without forced or unscheduled plant outages. Disruptions of gas transmission or transportation, infrastructure or other constraints or inefficiencies may have a direct effect on Gasunie. Gasunie is furthermore dependent on the financial position of market participants, and to a lesser extent on weather conditions and seasonality.

Any disruption and/or outages of Gasunie's or any related transport systems and/or infrastructure, whether due to defaults or due to natural disasters or terrorist attacks, will adversely affect Gasunie's ability to fulfil its obligations towards its customers and may, apart from loss of business, also result in Gasunie being held liable to provide its customers or any other affected parties with severe financial compensation of any kind, although these liabilities towards customers are limited in the applicable service contracts.

The energy market is and will in the following years remain subject to various political and regulatory amendments and discussions. The EU Gas Directive as well as national (Netherlands) regulation will have a direct influence on the business of Gasunie and its customers and may lead to imposed changes of tariffs and conditions and causing a decrease in revenues.

Furthermore Gasunie has already been made subject to (demerger) regulations that have not yet been implemented or otherwise effectuated in other European countries, which regulations have a strong impact on Gasunie's organisation and limit its capacity to perform certain profitable business activities, whereas its European competitors are not yet limited to perform those activities and are thus able to strengthen their commercial and financial position. Although Gasunie is aiming at increasing its market share by participating in various international projects, such as the Balgzand Bacton Line and the Baltic Pipeline, the Liquefied Natural Gas (LNG) Project and the Gas Storage Zuidwending, there is the risk that Gasunie will face stronger competition and will not be able to expand its position in the business of Western European gas transport and infrastructure.

In the coming decades it is expected that European gas consuming countries will become largely dependent on gas produced in Russia, Algeria and Norway. This might increase the political risks leading to shortages of gas and a decrease of gas transmission.

Financial Risk Factors

Lack of historical financial information

Due to the legal demerger (*afsplitsing*) of Gasunie (as further outlined below), historical financial information for the formerly integrated company is of limited use as the majority of revenues were generated by the trade and supply side (approximately 90%) and therefore it is not possible to separate the details of the regulated transmission business. In addition, the historical financial statements of the integrated Gasunie-group reflect the characteristics of the gas structure which to some extent hide the true economics of the business, resulting as they did in a fixed net profit of €36 million every year.

While a small proportion of Gasunie's revenues are derived from unregulated businesses (less than 10%), the vast majority of revenues are subject to price controls set by the Office of Energy Regulation (*Directie Toezicht Energie*), a directive of the Dutch Competition Authority (*Nederlandse Mededingingsautoriteit*), hereinafter the **NMa**. Key variables in the calculation of the tariff are the value of the regulated asset base, the applicable weighted average cost of capital, the basis for the recovery of operating costs and capital expenditure, assumptions regarding capital structure, financing costs and tax, as well as the depreciation period for fixed assets.

Other risk factors relating to the business of the Issuer

- **Influence of sole shareholder/the State**

Gasunie is controlled by the State of The Netherlands (the **State**), being the sole holder of the shares in the share capital of Gasunie. Through its role as sole shareholder, as well as regulator, the State has a strong influence on Gasunie's operations. In its capacity as regulator, the State may set prices for domestic gas deliveries which may not be at market level and may have a direct influence on the prices Gasunie can charge for its services rendered.

- **Current proceedings or claims**

In September 2005, the NMa published its method decision and the accompanying x factor decision according to which the total turnover of Gasunie Transport Services B.V. (**GTS**) is tied to a gradually decreasing ceiling of a nominal 4.2 percent per year over a period of four years (2006-2009). GTS has lodged an appeal against the decisions of the NMa with the Administrative Court for Trade and Industry (*College van Beroep voor het bedrijfsleven*). A ruling is expected during 2006. As the appeal does not defer the implementation of the decision of the NMa, the price caps imposed on turnover have, in anticipation of the legal procedure, been processed into the tariffs for 2006.

- **Dependence on licences and authorisations**

Gasunie is dependent on licences, authorisations, exemptions and/or dispensations in order to operate its business. These licences, authorisations, exemptions and/or dispensations may be subject to amendments and/or additional conditions being imposed on Gasunie.

- **Environmental risks and contingencies**

Gasunie's operations may be potentially hazardous and may be subject to the risk of liability arising from environmental damages or pollution. Gasunie has an established environmental policy in order to meet all applicable environmental standards.

A disruption in the gas infrastructure may lead to contingencies and may affect the public attitude towards Gasunie and the gas infrastructure in general, causing limitations on the further development of the gas infrastructure.

Factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme

The Notes may not be a suitable investment for all investors

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Offering Circular or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

Risks related to the structure of a particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

Notes subject to optional redemption by the Issuer

An optional redemption feature of Notes is likely to limit their market value. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Index Linked Notes and Dual Currency Notes

The Issuer may issue Notes with principal or interest determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each, a **Relevant Factor**). In addition, the Issuer may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

- (i) the market price of such Notes may be volatile;
- (ii) they may receive no interest;
- (iii) payment of principal or interest may occur at a different time or in a different currency than expected;
- (iv) they may lose all or a substantial portion of their principal;
- (v) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- (vi) if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified; and
- (vii) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

Partly-paid Notes

The Issuer may issue Notes where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of his investment.

Variable rate Notes with a multiplier or other leverage factor

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

Inverse Floating Rate Notes

Inverse Floating Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR. The market values of those Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of the Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Risks related to Notes generally

Set out below is a brief description of certain risks relating to the Notes generally:

Modification

The conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

If, following EC Council Directive 2003/48/EC, a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax. If a withholding tax is imposed on payment made by a Paying Agent following implementation of this Directive, the Issuer will be required to maintain a Paying Agent in a Member State that will not be obliged to withhold or deduct tax pursuant to the Directive.

Change of law

The conditions of the Notes are based on Dutch law in effect as at the date of this Offering Circular. No assurance can be given as to the impact of any possible judicial decision or change to Dutch law or administrative practice after the date of this Offering Circular.

Risks related to the investment market generally

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

The secondary market generally

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Interest rate risks

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Notes.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published and have been filed with the AFM shall be incorporated in, and form part of, this Offering Circular:

- (a) the auditors report and publicly available audited annual financial statements for the financial years ended 31 December 2004 and 31 December 2005 of the Issuer; and
- (b) the Articles of Association of the Issuer.

Following the publication of this Offering Circular, a supplement may be prepared by the Issuer and approved by the AFM in accordance with Article 3b of the Wte. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Offering Circular or in a document which is incorporated by reference in this Offering Circular. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Offering Circular.

Copies of documents incorporated by reference in this Offering Circular can be obtained, free of charge, from the registered office of the Issuer and from the specified office of the Paying Agent for the time being in Amsterdam.

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Offering Circular which is capable of affecting the assessment of any Notes, prepare a supplement to this Offering Circular or publish a new Offering Circular for use in connection with any subsequent issue of Notes.

FORM OF FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme.

[Date]

N.V. Nederlandse Gasunie

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the Euro 2,500,000,000
Euro Medium Term Note Programme**

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Offering Circular dated 30 May 2006 which constitutes a base prospectus for the purposes of Directive 2003/71/EC (the **Prospectus Directive**). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Offering Circular. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Offering Circular. The Offering Circular is available for viewing and copies may be obtained, free of charge, from the registered office of the Issuer and from the specified office of the Paying Agent.

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Final Terms.]

[When adding any other final terms or information consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Offering Circular under Article 16 of the Prospectus Directive.]

1. (a) Issuer: []
2. (a) Series Number: []
Tranche Number: []
(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible)
3. Specified Currency or Currencies: []
4. Aggregate Nominal Amount:
 - (a) [Series: []
 - (b) [Tranche: []

5. (a) [Issue Price: [] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (if applicable)]
6. Specified Denominations: []
[]
7. (a) Issue Date: []
(b) Interest Commencement Date: []
8. Maturity Date: [Fixed rate - specify date/
Floating rate - Interest Payment Date falling in or nearest to [specify month]]
9. Interest Basis: [[] per cent. Fixed Rate]
[[LIBOR/EURIBOR] +/- [] per cent. Floating Rate]
[Zero Coupon]
[Index Linked Interest]
[Dual Currency Interest]
[specify other]
(further particulars specified below)
10. Redemption/Payment Basis: [Redemption at par]
[Index Linked Redemption]
[Dual Currency Redemption]
[Partly Paid]
[Instalment]
[specify other]
- (N.B. If the Final Redemption Amount is less than 100% of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Regulation will apply.)*
11. Change of Interest Basis or Redemption/Payment Basis: [Specify details of any provision for change of Notes into another Interest Basis or Redemption/Payment Basis]
12. Put/Call Options: [Investor Put]
[Issuer Call]
[(further particulars specified below)]

13. [Date [Board] approval for issuance of Notes obtained: [] [and [], respectively]]

(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)

14. Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. Fixed Rate Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)

(a) Rate(s) of Interest: [] per cent. per annum [payable [annually/semi-annually/quarterly] in arrear]
(If payable other than annually, consider amending Condition [Interest])

(b) Interest Payment Date(s): [[] in each year up to and including the Maturity Date]/[specify other]
(N.B. This will need to be amended in the case of long or short coupons)

(c) Fixed Coupon Amount(s): [] per [] in nominal amount

(d) Broken Amount(s): *[Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount]*

(e) Day Count Fraction: [30/360 or Actual/Actual (ISMA) or [specify other]]

(f) Determination Date(s): [] in each year
*[Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon
N.B. This will need to be amended in the case of regular interest payment dates which are not of equal duration
N.B. Only relevant where Day Count Fraction is Actual/Actual (ISMA)]*

(g) Other terms relating to the method of calculating interest for Fixed Rate Notes: [None/Give details]

16. Floating Rate Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)

(a) Specified Period(s)/Specified Interest Payment Dates: []

- (b) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/[*specify other*]]
- (c) Additional Business Centre(s): []
- (d) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination/*specify other*]
- (e) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent): []
- (f) Screen Rate Determination:
- Reference Rate: [].
(*Either LIBOR, EURIBOR or other, although additional information is required if other - including fallback provisions in the Agency Agreement*)
 - Interest Determination Date(s): []
(*Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR*)
 - Relevant Screen Page: []
(*In the case of EURIBOR, if not Telerate Page 248 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*)
- (g) ISDA Determination:
- Floating Rate Option: []
 - Designated Maturity: []
 - Reset Date: []
- (h) Margin(s): [+/-] [] per cent. per annum
- (i) Minimum Rate of Interest: [] per cent. per annum
- (j) Maximum Rate of Interest: [] per cent. per annum

- (k) Day Count Fraction: [Actual/365
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
30/360
30E/360
Other]
(See Condition [Interest] for alternatives)
- (l) Fallback provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: []
17. Zero Coupon Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Accrual Yield: [] per cent. per annum
- (b) Reference Price: []
- (c) Any other formula/basis of determining amount payable: []
- (d) Day Count Fraction in relation to Early Redemption Amounts and late payment: [Conditions [Redemption and Purchase - Early Redemption Amounts] (c) and [- Late Payment on Zero Coupon Notes] apply/specify other]
(Consider applicable day count fraction if not U.S. dollar denominated)
18. Index Linked Interest Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Index/Formula: [give or annex details]
- (b) Calculation Agent responsible for calculating the interest due: []
- (c) Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or impracticable: [need to include a description of market disruption or settlement disruption events and adjustment provisions]
- (d) Specified Period(s)/Specified Interest Payment Dates: []

- (e) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/*specify other*]
- (f) Additional Business Centre(s): []
- (g) Minimum Rate of Interest: [] per cent. per annum
- (h) Maximum Rate of Interest: [] per cent. per annum
- (i) Day Count Fraction: []
19. Dual Currency Interest Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Rate of Exchange/method of calculating Rate of Exchange: [*give or annex details*]
- (b) Calculation Agent, if any, responsible for calculating the interest payable: []
- (c) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [*need to include a description of market disruption or settlement disruption events and adjustment provisions*]
- (d) Person at whose option Specified Currency(ies) is/are payable: []

PROVISIONS RELATING TO REDEMPTION

20. Issuer Call: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Optional Redemption Date(s): []
- (b) Optional Redemption Amount of each Note and method, if any, of calculation of such amount(s): [] per Note of [] Specified Denomination
- (c) If redeemable in part:
- (i) Minimum Redemption Amount: []
- (ii) Maximum Redemption Amount: []

- (d) Notice period (if other than as set out in the Conditions): []
(N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent)
21. Investor Put: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Optional Redemption Date(s): []
- (b) Optional Redemption Amount of each Note and method, if any, of calculation of such amount(s): [] per Note of [] Specified Denomination
- (c) Notice period (if other than as set out in the Conditions): []
(N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent)
22. Final Redemption Amount of each Note: [] per Note of [] Specified Denomination /specify other/see Appendix]
(N.B. If the Final Redemption Amount is less than 100% of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)
23. Early Redemption Amount of each Note payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition [Redemption and Purchase - Early Redemption Amounts]): []

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24. Form of Notes: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event]]
- [Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date]
- [Permanent Global Note exchangeable for Definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event/at any time at the request of the Issuer]]
(Ensure that this is consistent with the wording in the Offering Circular and the Notes themselves)
25. Additional Financial Centre(s) or other special provisions relating to Payment Days: [Not Applicable/give details]
(Note that this item relates to the place of payment and not Interest Period end dates to which items 16(c) and 18(f) relate)
26. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No. *If yes, give details*]
27. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: [Not Applicable/give details. *N.B. a new form of Temporary Global Note and/or Permanent Global Note may be required for Partly Paid issues*]
28. Details relating to Instalment Notes:
- (a) [Instalment Amount(s): [Not Applicable/give details]
- (b) [Instalment Date(s): [Not Applicable/give details]
29. Redenomination applicable: Redenomination [not] applicable
(If Redenomination is applicable, specify the applicable Day Count Fraction and any provisions necessary to deal with floating rate interest calculation (including alternative reference rates))

30. Other final terms: [Not Applicable/give details]
- (When adding any other final terms consideration should be given as to whether such terms constitute "significant new factors" and consequently trigger the need for a supplement to the Offering Circular under Article 16 of the Prospectus Directive.)*
- (If the Notes are derivative securities, the following items will be set out here:*
- (i) a description of the settlement procedure;*
- (ii) a description of how any return on the Notes takes place, the payment or delivery date, and the way it is calculated; and*
- (iii) the exercise or the final reference price of the underlying.)*

DISTRIBUTION

31. (a) If syndicated, names [and addresses]** of Managers [and underwriting commitments]**: [Not Applicable/give names [and addresses and underwriting commitments]**]
- (Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers.) ***
- (b) Date of [Subscription Agreement]**: []**
- (c) Stabilising Manager (if any): [Not Applicable/give name]
32. If non-syndicated, name [and address]** of relevant Dealer: [Name [and address]**]
33. Total commission and concession:** [] per cent. of the Aggregate Nominal Amount**
34. Whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable: [TEFRA D/ TEFRA C/TEFRA not applicable]
35. Additional selling restrictions: [Not Applicable/give details]

[LISTING AND ADMISSION TO TRADING APPLICATION]

These Final Terms comprise the final terms required to list and have admitted to trading the issue of Notes described herein pursuant to the Euro 2,500,000,000 Euro Medium Term Note Programme of N.V. Nederlandse Gasunie.]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [[] has been extracted from []. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [], no facts have been omitted which would render the reproduced information inaccurate or misleading].

Signed on behalf of the Issuer:

By:
Duly authorised

PART B – OTHER INFORMATION

1. LISTING

- (i) Listing: [Amsterdam/other (*specify*)/None]
- (ii) Admission to trading: [Application has been made for the Notes to be admitted to trading on [] with effect from [].]
[Not Applicable.]
- (Where documenting a fungible issue need to indicate that original securities are already admitted to trading.) ***
- (iii) Estimate of total expenses related to admission to trading: []*

2. RATINGS

- Ratings: The Notes to be issued have been rated:
- [S & P: []]
[Moody's: []]
[[Other]: []]
- [Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]***
- (The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been*

specifically rated, that rating.)

3. NOTIFICATION

The Authority for the Financial Markets (*Autoriteit Financiële Markten*) [has been requested to provide/has provided - *include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues*] the [names of competent authorities of host Member States] with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Prospectus Directive.

4. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the Dealers, so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. - *Amend as appropriate if there are other interests*]

5. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

[(i) Reasons for the offer []]

(See ["Use of Proceeds"] wording in Offering Circular – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)

[(ii) Estimated net proceeds: []]

(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

[(iii) Estimated total expenses: []]. *[Include breakdown of expenses]*

(If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)

6. YIELD (*Fixed Rate Notes only*)

Indication of yield: []

[Calculated as *[include details of method of calculation in summary form]* on the Issue Date.]**

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

7. HISTORIC INTEREST RATES (*Floating Rate Notes only*)**

Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Telerate].]

8. PERFORMANCE OF INDEX/FORMULA, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING (*Index-Linked Notes only*)

[Need to include details of where past and future performance and volatility of the index/formula can be obtained.]

*[Need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]***

[Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information.]

9. PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT (*Dual Currency Notes only*)

[Need to include details of where past and future performance and volatility of the relevant rates can be obtained.]

*[Need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]***

10. OPERATIONAL INFORMATION

- (i) ISIN Code: []
- (ii) Common Code: []
- (iii) Fondscore: []
- (iv) Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]
- (v) Delivery: Delivery [against/free of] payment
- (vi) Names and addresses of additional Paying Agent(s) (if any): []
- (vii) Offer Period: [[The offer of the Notes is expected to open at [] hours([] time) on [] and close at [] hours ([] time) on [] or such earlier or later date or time as the Issuer may determine and will be announced in [].]

[The Issuer reserves the right to withdraw the offer of the Notes until [] at the latest. Such withdrawal will be announced in the forementioned publications.]

[The aggregate principal amount of the Notes to be issued and allotted will be announced by the Issuer at [] hours ([] time) on [] or such earlier or later date or time as the Issuer may determine and will be announced in the forementioned publications.]

[The Issuer reserves the right to increase the aggregate principal amount of the Notes to be issued. Such increase will be announced in the forementioned publications]

[[No]/[D/d]ealing in the Notes will be possible before the aggregate principal amount of the Notes is announced as set out above.]

[Not Applicable]]

(viii) Reduction of subscriptions:

[[Subscriptions in excess. If the Issuer determines to increase the aggregate principal amount of the Notes to be issued this will be announced by the Issuer at [] hours ([] time) on [] or such earlier or later date or time as the Issuer may determine and will be announced in the forementioned publications.]

[Not Applicable]]

(ix) Maximum and minimum subscription amount: [[] and [].

Notes:

* *Delete if the minimum denomination is less than €50,000*

** *Delete if the minimum denomination is €50,000*

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note (as defined below) and each definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Final Terms in relation to any Tranche of Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Notes. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note.

The Notes are issued pursuant to an Agency Agreement dated 30 May 2006, as amended or supplemented from time to time (the **Agency Agreement**) between N.V. Nederlandse Gasunie (the **Issuer**), Deutsche Bank AG, London Branch as initial issuing and principal paying agent (the **Agent**), and Deutsche Bank AG, Amsterdam Branch as paying agent (together with the Agent and any additional or other paying agents in respect of the Notes from time to time appointed, the **Paying Agents**). The initial Calculation Agent (if any) is specified on this Note. The Noteholders (as defined below), the holders of the coupons (the **Coupons**) appertaining to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the **Talons**) (the **Couponholders**) and the holders of the instalment receipts (the **Receipts**) appertaining to the payment of principal by instalments (the **Receiptholders**) are bound by and deemed to have notice of all of the provisions of the Agency Agreement applicable to them and these terms and conditions. A copy of the Agency Agreement is available for inspection at the specified office of each of the Paying Agents.

The Final Terms for this Note (or the relevant provisions thereof) is attached to or endorsed on this Note and supplements these Terms and Conditions (the **Conditions**) and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of this Note. References to the **Final Terms** are to the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note.

As used herein, **Tranche** means Notes which are identical in all respects (including as to listing) and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (i) expressed to be consolidated and form a single series and (ii) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

In these Conditions, **Noteholder** means the bearer of any Bearer Note and the Receipts relating to it (as the case may be), **holder** means (in relation to a Note, Receipt, Coupon or Talon) the bearer of any Bearer Note, Receipt, Coupon or Talon (as the case may be) and capitalised terms have the meanings given to them on this Note, the absence of any such meaning indicating that such term is not applicable to the Notes.

1. Form, Denomination and Title

Unless otherwise specified in the Final Terms, the Notes are issued in bearer form (**Bearer Notes**) in the denomination of the Specified Denomination(s), or an integral multiple thereof (**Authorised Denominations**).

This Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Index Linked Interest Note, an Index Linked Redemption Note, an Instalment Note, a Dual Currency Note or a Partly Paid Note, a combination of any of the foregoing or any other kind of Note, depending upon the Interest and Redemption/Payment Basis shown hereon.

The Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable. Instalment Notes are issued with one or more Receipts attached.

Title to the Bearer Notes and the Receipts, Coupons and Talons appertaining thereto shall pass by delivery unless applicable law provides otherwise or provides for additional requirements for transfer of title. For Notes held through Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V. (**Euroclear Netherlands**) deliveries will be made in accordance with the Dutch Securities Giro Transfer Act (*Wet giraal effectenverkeer*). Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Note, Receipt, Coupon or Talon shall be deemed to be and may be treated as the absolute owner of such Note, Receipt, Coupon or Talon, as the case may be, for the purpose of receiving payment thereon or on account thereof and for all other purposes, whether or not such Note, Receipt, coupon or Talon shall be overdue and notwithstanding any notice of ownership, theft or loss thereof or any writing thereon made by anyone.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear Bank S.A./N.V., as operator of the Euroclear System (**Euroclear**) and/or Clearstream Banking, société anonyme (**Clearstream, Luxembourg**), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer and any Paying Agent as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on the Notes, for which purpose the bearer of the relevant Global Note shall be treated by the Issuer and any Paying Agent as the holder of such Notes in accordance with and subject to the terms of the relevant Global Note (and the expressions **Noteholder** and **holder of Notes** and related expressions shall be construed accordingly). Notes which are represented by a Global Note held by a common depositary for Euroclear or Clearstream, Luxembourg will be transferable only in accordance with the rules and procedures for the time being of Euroclear or of Clearstream, Luxembourg, as the case may be.

Notes represented by a Global Note held by Euroclear Netherlands shall become subject to the Dutch Securities Giro Transfer Act (*Wet giraal effectenverkeer*).

References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms but shall not include Euroclear Netherlands.

2. Status

The Notes, Receipts and Coupons constitute direct, unconditional and (without prejudice to the provisions of Condition 3) unsecured obligations of the Issuer and rank *pari passu* and rateably without any preference among themselves and (subject to any applicable statutory exceptions and without prejudice as aforesaid) equally with all other present and future unsecured and unsubordinated obligations of the Issuer.

3. Negative Pledge

So long as any of the Notes, Receipts or Coupons remains outstanding (as defined in the Agency Agreement), the Issuer undertakes that if it shall, after the Issue Date of the Notes, secure any Public Debt, then or thereafter existing, by any lien, pledge or other charge upon any of its present or future assets or revenues, the Notes and Receipts shall share in and be equally and rateably secured by such

lien, pledge or other charge, and the instrument creating such lien, pledge or other charge shall expressly so provide.

For the purposes of the foregoing paragraph, **Public Debt** means any loan, debt, guarantee or other obligation of the Issuer represented by bonds, notes, debentures or any other publicly-issued debt securities which are, or are intended to be, from time to time quoted, listed or ordinarily dealt in on any stock exchange, automated trading system, over the counter or other securities market.

4. Interest

(a) Rate of Interest on Fixed Rate Notes and Accrual

Each Fixed Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest payable in arrear on each Interest Payment Date.

If a Fixed Coupon Amount or a Broken Amount is specified hereon, the amount of interest payable on each Interest Payment Date will amount to the Fixed Coupon Amount or, if applicable, the Broken Amount so specified and in the case of the Broken Amount will be payable on the particular Interest Payment Date(s) specified hereon.

(b) Interest on Floating Rate Notes and Index Linked Interest Notes

- (i) **Interest Payment Dates:** Each Floating Rate Note and Index Linked Interest Note bears Interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such Interest being payable in arrear on each Interest Payment Date. Such Interest Payment Date(s) is/are either shown hereon as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown hereon, Interest Payment Date shall mean each date which falls the number of months or other period shown hereon as the Specified Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.
- (ii) **Business Day Convention:** If any date which is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (X) such date shall be brought forward to the immediately preceding Business Day and (Y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day which is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day, or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.
- (iii) **Rate of Interest on Floating Rate Notes:** The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified hereon and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified hereon.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate plus or minus (as indicated hereon) the Margin (if any). For the purposes of this sub-paragraph (A), **ISDA Rate** for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (x) the Floating Rate Option is as specified hereon
- (y) the Designated Maturity is a period specified hereon and
- (z) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified hereon.

For the purposes of this sub-paragraph (A), **Floating Rate, Calculation Agent, Floating Rate Option, Designated Maturity, Reset Date** and **Swap Transaction** have the meanings given to those terms in the ISDA Definitions.

(B) Screen Rate Determination for Floating Rate Notes

Where Screen Rate Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent at or about the Relevant Time on the Interest Determination Date in respect of such Interest Accrual Period in accordance with the following:

- (x) if the Primary Source for Floating Rate is a Page, subject as provided below, the Rate of Interest shall be:
 - (I) the Relevant Rate (where such Relevant Rate on such Page is a composite quotation or is customarily supplied by one entity) or
 - (II) the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Page,

in each case appearing on such Page at the Relevant Time on the Interest Determination Date

- (y) if the Primary Source for the Floating Rate is Reference Banks or if sub-paragraph (x)(I) applies and no Relevant Rate appears on the Page at the Relevant Time on the Interest Determination Date or if sub-paragraph (x)(II) applies and fewer than two Relevant Rates appear on the Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Rate of Interest shall be the arithmetic mean of the Relevant Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent and
- (z) if paragraph (y) above applies and the Calculation Agent determines that fewer than two Reference Banks are so quoting Relevant Rates, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) that the Calculation Agent determines to be the rates (being the nearest equivalent to the Benchmark) in respect of a Representative Amount of the Specified Currency that at least two out of five leading banks selected by the Calculation Agent

in the principal financial centre of the country of the Specified Currency or, if the Specified Currency is Euro, in the Euro-zone as selected by the Calculation Agent (the **Principal Financial Centre**) are quoting at or about the Relevant Time on the date on which such banks would customarily quote such rates for a period commencing on the Effective Date for a period equivalent to the Specified Duration (I) to leading banks carrying on business in Europe, or (if the Calculation Agent determines that fewer than two of such banks are so quoting to leading banks in Europe) (II) to leading banks carrying on business in the Principal Financial Centre; except that, if fewer than two of such banks are so quoting to leading banks in the Principal Financial Centre, the Rate of Interest shall be the Rate of Interest determined on the previous Interest Determination Date (after readjustment for any difference between any Margin, Rate Multiplier or Maximum or Minimum Rate of Interest applicable to the preceding Interest Accrual Period and to the relevant Interest Accrual Period).

- (iv) Rate of Interest for Index Linked Interest Notes: The Rate of Interest in respect of Index Linked Interest Notes for each Interest Accrual Period shall be determined in the manner specified hereon and interest will accrue by reference to an Index or Formula as specified hereon.

(c) Zero Coupon Notes

Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 5(b)(i)).

(d) Dual Currency Notes

In the case of Dual Currency Notes, if the rate or amount of interest falls to be determined by reference to a Rate of Exchange or a method of calculating Rate of Exchange, the rate or amount of interest payable shall be determined in the manner specified hereon.

(e) Partly Paid Notes

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified hereon.

(f) Accrual of Interest

Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (as well after as before judgment) at the Rate of Interest in the manner provided in this Condition 4 to the Relevant Date (as defined in Condition 7).

(g) Margin, Maximum/Minimum Rates of Interest, Instalment Amounts and Redemption Amounts, Rate Multipliers and Rounding:

- (i) If any Margin or Rate Multiplier is specified hereon (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with (b) above by adding

(if a positive number) or subtracting the absolute value (if a negative number) of such Margin or multiplying by such Rate Multiplier, subject always to the next paragraph

- (ii) If any Maximum or Minimum Rate of Interest, Instalment Amount or Redemption Amount is specified hereon, then any Rate of Interest, Instalment Amount or Redemption Amount shall be subject to such maximum or minimum, as the case may be
- (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes **unit** means the lowest amount of such currency that is available as legal tender in the country or, as appropriate, countries of such currency.

(h) Calculations

The amount of interest payable in respect of any Note for any period shall be calculated by multiplying the product of the Rate of Interest and the outstanding nominal amount of such Note by the Day Count Fraction, unless an Interest Amount (or a formula for its calculation) is specified in respect of such period, in which case the amount of interest payable in respect of such Note for such period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable in respect of such Specified Interest Period will be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods.

(i) Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and Instalment Amounts

As soon as practicable after the relevant time on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, it shall determine such rate and calculate the Interest Amounts in respect of each Specified Denomination of the Notes for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or any Instalment Amount to be notified to the Agent, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules of such exchange so require, such exchange as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 4(b)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 9, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of any rate or amount, the obtaining of each

quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

(j) Calculation Agent and Reference Banks

The Issuer will procure that there shall at all times be four Reference Banks (or such other number as may be required) with offices in the Relevant Financial Centre and a Calculation Agent if provision is made for them in the Conditions applicable to this Note and for so long as it is outstanding. If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank, then the Issuer will appoint another Reference Bank with an office in the Relevant Financial Centre to act as such in its place. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for any Interest Period or to calculate any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer will appoint the London office of a leading bank engaged in the London interbank market to act as such in its place or such office of such leading bank engaged in the interbank market in such major European city as may be appropriate to the Notes. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

(k) Definitions

As used in these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

Business Day means:

- (i) in the case of a currency other than Euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency and/or
- (ii) in the case of Euro, a day on which the TARGET system is operating (a **TARGET Business Day**) and/or
- (iii) in the case of a currency and/or one or more Additional Business Centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Additional Business Centre(s) or, if no currency is Indicated, generally in each of the Additional Business Centres.

Day Count Fraction means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period, the **Calculation Period**):

- (i) if **Actual/365** or **Actual/Actual-ISDA** is specified on the face of the Note, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365)
- (ii) if **Actual/365 (Fixed)** is specified on the face of the Note, the actual number of days in the Calculation Period divided by 365
- (iii) if **Actual/360** is specified on the face of the Note, the actual number of days in the

Calculation Period divided by 360

- (iv) if **30/360**, **360/360** or **Bond Basis** is specified on the face of the Note, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (a) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the Calculation Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month))
- (v) if **30E/360** or **Eurobond Basis** is specified on the face of the Note, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of a Calculation Period ending on the Maturity Date, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month) and
- (vi) if **Actual/Actual-ISMA** is specified hereon,
 - (a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year and
 - (b) if the Calculation Period is longer than one Determination Period, the sum of:
 - (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year and
 - (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year

where:

Determination Period means the period from and including a Determination Date in any year to but excluding the next Determination Date

Effective Date means, with respect to any Floating Rate to be determined on an Interest Determination Date, the date specified as such hereon or, if none is so specified, the first day of the Interest Accrual Period to which such Interest Determination Date relates.

Euro-zone means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community as amended by the Treaty on European Union.

Interest Accrual Period means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning

on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

Interest Amount means the amount of interest payable and, in the case of Fixed Rate Notes, means the Fixed Coupon Amount or Broken Amount, as the case may be.

Interest Commencement Date means the Issue Date or such other date as may be specified hereon.

Interest Determination Date means, with respect to a Rate of Interest and an Interest Accrual Period, the date specified as such hereon or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (ii) the day falling two Business Days in London for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor Euro or (iii) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is Euro.

Interest Period means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

Interest Period Date means each Interest Payment Date unless otherwise specified on this Note.

ISDA Definitions means the 2000 ISDA Definitions (as amended and supplemented) published by the International Swaps and Derivatives Association, Inc., unless otherwise specified hereon.

Page means such page, section, caption, column or other part of a particular information service (including, but not limited to, Reuters Markets 3000 (**Reuters**) and Bridge/Telerate (**Telerate**)) as may be specified for the purpose of providing a Relevant Rate, or such other page, section, caption, column or other part as may replace it on that information service or on such other information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to that Relevant Rate.

Rate of Interest means the rate of interest payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions hereon.

Reference Banks means the institutions specified as such hereon or, if none, four major banks selected by the Calculation Agent in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the Benchmark (which, if EURIBOR is the relevant Benchmark, shall be the Euro-zone)

Relevant Financial Centre means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the financial centre as may be specified as such hereon or, if none is so specified, the financial centre with which the relevant Benchmark is most closely connected (which, in the case of EURIBOR, shall be the Euro-zone) or, if none is so connected, London.

Relevant Rate means the Benchmark for a Representative Amount of the Specified Currency for a period (if applicable or appropriate to the Benchmark) equal to the Specified Duration commencing on the Effective Date.

Relevant Time means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified on this Note or, if none is specified, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Specified

currency in the interbank market in the Relevant Financial Centre and, for this purpose, **local time** means, with respect to the Euro-zone as a Relevant Financial Centre, Central European Time.

Representative Amount means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the amount specified as such hereon or, if none is specified, an amount that is representative for a single transaction in the relevant market at the time.

Specified Currency means the currency specified as such hereon or, if none is specified, the currency in which the Notes are denominated.

Specified Duration means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the duration specified hereon or, if none is specified, a period of time equal to the relative Interest Accrual Period, ignoring any adjustment pursuant to Condition 4(b)(ii).

TARGET System means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System or any successor thereto.

5. Redemption, Purchase and Options

(a) Redemption by Instalment and Final Redemption

- (i) Unless previously redeemed, purchased and cancelled as provided in this Condition 5 or the relevant Instalment Date (being one of the dates so specified hereon) is extended pursuant to any Issuer's or Noteholder's option in accordance with Condition 5(d) or 5(e), each Note that provides for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at the related Instalment Amounts specified hereon. The outstanding nominal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the nominal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused on presentation of the related Receipt, in which case such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.
- (ii) Unless previously redeemed, purchased and cancelled as provided below or its maturity is extended pursuant to any Issuer's or Noteholder's option in accordance with Condition 5(d) or 5(e), each Note shall be finally redeemed on the Maturity Date specified hereon at its Final Redemption Amount (which, unless otherwise provided, is its nominal amount) or, in the case of a Note falling within paragraph (i) above, its final Instalment Amount.

(b) Early Redemption

(i) Zero Coupon Notes

- (A) The Early Redemption Amount payable in respect of any Zero Coupon Note, the Early Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Note pursuant to Condition 5(c) or upon it becoming due and payable as provided in Condition 9 shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified hereon.

- (B) Subject to the provisions of sub-paragraph (C) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown hereon, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.
- (C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 5(c) or upon it becoming due and payable as provided in Condition 9 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (as well after as before judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 4(c).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown hereon.

(ii) Other Notes

The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 5(c) or upon it becoming due and payable as provided in Condition 9, shall be the Final Redemption Amount unless otherwise specified hereon.

(c) Redemption for Taxation Reasons

The Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date or, if so specified hereon, at any time, on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount (as described in Condition 5(b) above) (together with interest accrued to the date fixed for redemption), if (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7 as a result of any change in, or amendment to, the laws or regulations of The Netherlands or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date, and (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Before the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Agent a certificate signed on behalf of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

(d) Redemption at the Option of the Issuer and Exercise of Issuer's Options

If Call Option is specified hereon, the Issuer may, on giving not less than 15 nor more than 30 days' irrevocable notice to the Noteholders (or such other notice period as may be specified hereon) redeem, or exercise any Issuer's option (as may be described hereon) in relation to all or, if so provided, some of the Notes on any Optional Redemption Date or Option Exercise Date, as the case may be. Any such redemption of Notes shall be at their Optional Redemption Amount together with interest accrued to the date fixed for redemption. Any such redemption or exercise must relate to Notes of a nominal amount at least equal to the minimum nominal amount to be redeemed specified hereon and no greater than the maximum nominal amount to be redeemed specified hereon. In no circumstance shall the Optional Redemption Amount be less than par.

All Notes in respect of which any such notice is given shall be redeemed, or the Issuer's option shall be exercised, on the date specified in such notice in accordance with this Condition.

In the case of a partial redemption or a partial exercise of an Issuer's option, the notice to Noteholders shall also contain the certificate numbers of the Notes to be redeemed or in respect of which such option has been exercised, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange requirements.

(e) Redemption at the Option of Noteholders and Exercise of Noteholders' Options

If Put Option is specified hereon, the Issuer shall, at the option of the holder of any such Note, upon the holder of such Note giving not less than 15 nor more than 30 days' notice to the Issuer (or such other notice period as may be specified hereon) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount together with interest accrued to the date fixed for redemption.

To exercise such option or any other Noteholders' option that may be set out hereon (which must be exercised on an Option Exercise Date) the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Receipts and Coupons and unexchanged Talons) with any Paying Agent, together with a duly completed option exercise notice (**Exercise Notice**) in the form obtainable from any Paying Agent within the notice period. No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

(f) Partly Paid Notes

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition and the provisions specified hereon.

(g) Purchases

The Issuer and any of its subsidiaries may at any time purchase Notes (provided that all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price.

(h) Cancellation

All Notes purchased by or on behalf of the Issuer or any of its subsidiaries may (and if not in bearer form, shall) be surrendered for cancellation by surrendering each such Note together with all unmatured Receipts and Coupons and all unexchanged Talons to the Agent and, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered

for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

6. Payments and Talons

(a) Bearer Notes

Payments of principal and interest in respect of Bearer Notes will, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relative Note), Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 6(f)(vi)) or Coupons (in the case of interest, save as specified in Condition 6(f)(vi)), as the case may be, at the specified office of any Paying Agent outside the United States and its possessions (the **United States**) by a cheque payable in the relevant currency drawn on, or, at the option of the holder, by transfer to an account denominated in such currency with, a **Bank**. **Bank** means a bank in the principal financial centre for such currency or, in the case of Euro, in a city in which banks have access to the TARGET System. No payments will be made by a transfer of funds into an account within the United States or by cheque mailed to an address in the United States.

(b) Payments in the United States

Notwithstanding the foregoing, if any Bearer Notes are denominated in U.S. dollars, payments of interest in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amount on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

(c) Payments subject to fiscal laws etc.

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of Condition 7. No commission or expenses shall be charged to the Noteholders, Receiptholders or Couponholders in respect of such payments.

(d) Appointment of Agents

The Agent and the Paying Agents and the Calculation Agent initially appointed by the Issuer and their respective specified offices are listed below. The Agent and the Paying Agents and the Calculation Agent act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Agent or any Paying Agent and to appoint additional or other Paying Agents, provided that it will at all times maintain (i) a Agent, (ii) a Calculation Agent where the Conditions so require one and (iii) Paying Agents having specified offices in at least two major European cities, all in accordance with the requirements of any stock exchange on which the relevant Notes may be listed from time to time.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Notes denominated in U.S. dollars in the circumstances described in paragraph (b) above.

Notice of any such change or any change of any specified office will promptly be given to the Noteholders in accordance with Condition 13.

(e) Unmatured Coupons and Receipts and unexchanged Talons

- (i) Unless the Notes provide that the relative Coupons are to become void upon the due date for redemption of those Notes, Notes should be surrendered for payment together with all unmaturing Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unmaturing Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmaturing Coupon which the sum of principal so paid bears to the total principal due) will be deducted from the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 8).
- (ii) Unless the Notes provide otherwise, upon the due date for redemption of any Bearer Note, unmaturing Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
- (iii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (iv) Upon the due date for redemption of any Bearer Note which is redeemable in instalments, all Receipts relating to such Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
- (v) Where any Bearer Note in respect of which the relative Coupons are to become void upon the due date for redemption of such Note is presented for redemption without all unmaturing Coupons and any unexchanged Talon relating to it, and where any Bearer Note is presented for redemption without any exchanged Talon relating to it, redemption shall be made only against the provisions of such indemnity as the Issuer may require.
- (vi) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note. Interest accrued on a Note which only bears interest after its Maturity Date from its Maturity Date shall be payable on redemption of such Note against presentation thereof.

(f) Non-Business Days

If any date for payment in respect of any Note, Receipt or Coupon is not a Payment Day, the holder shall not be entitled to payment until the next following Payment Day nor to any interest or other sum in respect of such postponed payment. For these purposes, **Payment Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as **Additional Financial Centres** hereon and:-

- (i) (in the case of a payment in a currency other than Euro) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or

(ii) (in the case of a payment in Euro) which is a TARGET Business Day.

(g) Talons

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons which may have become void pursuant to Condition 8).

7. Taxation

All payments of principal and interest in respect of the Notes, Coupons and Talons by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of The Netherlands or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer will, depending on which provision is specified in the applicable Final Terms, either:

- (a) make the required withholding or deduction of such taxes, duties, assessments or governmental charges for the account of the holders of the Notes, Coupons or Talons, as the case may be, and shall not pay any additional amounts to the holders of the Notes, Coupons or Talons; or
- (b) pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes, Coupons or Talons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes, Coupons or Talons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note, Coupon or Talon:
 - (i) presented for payment by or on behalf of a Noteholder, Couponholder or Talonholder who is liable for such taxes or duties in respect of such Note, Coupon or Talon by reason of his having some connection with The Netherlands other than the mere holding of such Note, Coupon or Talon or the receipt of principal or interest in respect thereof; or
 - (ii) presented for payment by or on behalf of a Noteholder, Couponholder or Talonholder who would not be liable or subject to the withholding or deduction by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority; or
 - (iii) presented for payment by or on behalf of a Noteholder, Couponholder or Talonholder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Coupon or Talon to another Paying Agent in a Member State of the European Union; or
 - (iv) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 6); or
 - (v) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform

to such directive, or similar measures adopted by a number of third countries and territories.

As used herein, the **Relevant Date** means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders.

If the Issuer becomes subject at any time to any taxing jurisdiction other than or in addition to The Netherlands references herein to The Netherlands shall be read and construed as references to The Netherlands and/or to such other jurisdiction.

8. Prescription

Claims against the Issuer for payment in respect of the Notes, Receipts and Coupons (which, for this purpose shall not include Talons) shall be prescribed and become void unless made within five years from the date on which such payment first became due.

9. Events of Default

If any of the following events (**Events of Default**) shall have occurred and be continuing, the holder for the time being of this Note may give written notice to the Agent at its specified office that this Note is immediately repayable, whereupon this Note shall become immediately repayable at its Early Redemption Amount together with interest accrued to the date for repayment without any further notice being required (*verzuim zonder ingebrekestelling*) unless prior to the time when the Agent receives such notice all events of default provided for herein in respect of the Notes shall have been cured:

- (i) the Issuer defaults in any payment of principal of or interest on any Note when and as the same shall become due and payable, if such default shall not have been cured within 15 days after the date the payment is due; or
- (ii) the Issuer defaults in the due performance of any other material provision of the Notes and such default is not cured or waived within 30 days after receipt by the Agent of written notice of default given by the holder of such Note; or
- (iii) if an encumbrancer shall take possession of the whole or a major part of the assets of the Issuer, or a distress or execution or other process shall be levied or enforced upon or sued out against the whole or a major part of the assets of the Issuer or if an executory attachment (*executoriaal beslag*) is made on any major part of the Issuer's assets or if an interlocutory attachment (*conservatoir beslag*) is made thereon and in any of the foregoing cases it is not cancelled or withdrawn within 30 days; or
- (iv) if any order shall be made by any competent court or other authority or a resolution passed for the dissolution or winding-up of the Issuer or for the appointment of a liquidator or receiver of the Issuer of all or substantially all of its respective assets or if the Issuer enters into a composition with its creditors, files a petition for suspension of payments, admits in writing that it cannot pay its debts generally as they become due, initiates a proceeding in bankruptcy or is adjudicated bankrupt; or
- (v) the Issuer or any of its major subsidiaries defaults in the payment of the principal of, or premium or prepayment charge (if any) or interest on, or any other obligations in respect of borrowed moneys of or assumed or guaranteed by the Issuer or such major subsidiary, as the case may be, when and as the same shall become due and payable, if such default shall continue for more than the period of grace, if any, applicable thereto and the time for payment

of such interest, principal, premium or prepayment charge has not been effectively extended, or if any obligations in respect of borrowed moneys of or assumed or guaranteed by the Issuer or any of its major subsidiaries, as the case may be, shall have become repayable before the due date thereof as a result of acceleration of maturity by reason of the occurrence of an event of default thereunder unless the Issuer or such major subsidiary is contesting in good faith before a competent court that such principal, premium, prepayment charge, interest or obligation in respect of borrowed money, as the case may be, is due in which case such default will only become effective (subject to the following proviso) when such court has set out a definitive ruling that such principal, premium, prepayment charge, interest or obligation in respect of borrowed money, as the case may be, is due provided that, in any event, such default shall become effective six months after a notice is given to the Issuer by a holder of a Note that such Note is repayable pursuant to this Condition 9. For the purpose of this subparagraph (v), **major subsidiary** shall mean any company or entity of which the Issuer controls 50 per cent. or more of the share capital or voting powers and whose assets constitute more than 10 per cent. of the consolidated assets of the Issuer and its consolidated subsidiaries; or

- (vi) there is a cessation of business or of a substantial part thereof by the Issuer; or
- (vii) the Issuer merges or otherwise amalgamates with any other incorporated or unincorporated legal entity unless the legal entity surviving such merger or amalgamation expressly assumes all obligations of the Issuer with respect to the Notes and has obtained all necessary authorisations therefor; or
- (viii) at any time a special authorisation becomes necessary to permit the Issuer to pay principal of and interest on the Notes in accordance with their terms as a result of any change in the official application of, or any amendment to, the laws or regulations of The Netherlands and such authorisation is not obtained by the Issuer within 60 days of the effective date of such change or amendment or official notification thereof, whichever occurs later.

10. Meetings of Noteholders and Modifications

(a) Meeting of Noteholders

The Agency Agreement contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including modification by Extraordinary Resolution of the Notes (including these Conditions insofar as the same may apply to such Notes). Such a meeting may be convened by Noteholders holding not less than 10 per cent. in nominal amount of the Notes for the time being outstanding or by the Issuer. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting two or more persons being or representing Noteholders whatever the nominal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, inter alia, (i) to amend the dates of maturity or redemption of the Notes, any Instalment Date or any date for payment of interest thereon, (ii) to reduce or cancel the nominal amount or any Instalment Amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating the Interest Amount in the respect thereof, (iv) if there is shown on the face of the Notes a Minimum Rate of Interest and/or a Maximum Interest Rate, to reduce such Minimum Interest Rate and/or such Maximum Interest Rate, (v) to change any method of calculating the Final Redemption Amount, the Early Redemption Amount or the Optional Redemption Amount, including the method of calculating the Amortised Face Amount, (vi) to change the currency or currencies of payment of the Notes, (vii) to take any steps which this Note specifies may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply or (viii) to modify the provisions concerning

the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution, in which case the Extraordinary Resolution will only be binding if passed at a meeting of the Noteholders (or at any adjournment thereof) at which a special quorum (provided for in the Agency Agreement) is present. No such Extraordinary Resolution shall be effective unless approved by the Issuer. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

These Conditions may be complemented, supplemented or modified in relation to any Series of Notes by the terms of the relevant Final Terms in relation to such Series and, where relevant, by supplementary listing particulars required by Euronext Amsterdam N.V.

(b) **Modification of Agency Agreement**

The Issuer shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement, if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders.

11. Replacement of Notes, Receipts, Coupons and Talons

If a Note, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange regulations, at the specified office of any Paying Agent as may from time to time be designated by the Issuer for that purpose and notice of whose designation is given to Noteholders in accordance with Condition 13 (in the case of Bearer Notes, Receipts, Coupons or Talons), in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, inter alia, that if the allegedly lost, stolen or destroyed Note, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there will be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Receipts, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

12. Further Issues

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes having the same terms and conditions as the Notes (so that, for the avoidance of doubt, references in the conditions of such notes to **Issue Date** shall be to the first issue date of the Notes) and so that the same shall be consolidated and form a single series with such Notes, and references in these Conditions to **Notes** shall be construed accordingly.

13. Notices

Notices to the holders of Bearer Notes will be deemed to be validly given if published (i) in a leading Dutch language daily newspaper of general circulation in Amsterdam (which is expected to be *Het Financieele Dagblad*) and (ii) if and for so long as the Notes are listed on Euronext Amsterdam, in the Daily Official List (*Officiële Prijscourant*) of Euronext Amsterdam. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or another relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice to the holders of Bearer Notes in accordance with this Condition.

14. Currency Indemnity

Any amount received or recovered in a currency other than the currency in which payment under the relevant Note, Coupon or Receipt is due (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Issuer or otherwise) by any Noteholder or Couponholder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in the currency of payment under the relevant Note, Coupon or Receipt that the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If the amount received or recovered is less than the amount expressed to be due to the recipient under any Note, Coupon or Receipt, the Issuer shall indemnify it against any loss sustained by it as a result. In any event, the Issuer shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition, it shall be sufficient for the Noteholder or Couponholder, as the case may be, to demonstrate that it would have suffered a loss had an actual purchase been made. These indemnities constitute a separate and independent obligation from the Issuer's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Noteholder or Couponholder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note, Coupon or Receipt or any other judgment or order.

15. Governing Law and Jurisdiction

(a) Governing Law

The Notes, the Receipts, the Coupons and the Talons are governed by, and shall be construed in accordance with, the laws of The Netherlands.

(b) Jurisdiction

The competent courts of Amsterdam are to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with any Notes, Receipts, Coupons or Talons and accordingly any legal action or proceedings arising out of or in connection with any Notes, Receipts, Coupons or Talons (**Proceedings**) may be brought in such courts. These submissions are made for the benefit of each of the Holders of the Notes, Receipts, Coupons and Talons and shall not affect the right of any of them to take Proceedings in any other court of competent jurisdiction.

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

Each Series or Tranche, as the case may be, will initially be represented by a temporary Global Note, in bearer form without Coupons, which will be deposited on behalf of the subscribers of the relevant Notes either (i) with a common depositary (the **Common Depositary**) for Euroclear and for Clearstream, Luxembourg and/or any other agreed clearing system or (ii) with Euroclear Netherlands on or about the issue date of the relevant Notes. No interest will be payable in respect of a temporary Global Note except as provided below. Upon deposit of the temporary Global Note with the Common Depositary, Euroclear, Euroclear Netherlands or Clearstream, Luxembourg will credit each subscriber with a nominal amount of Notes equal to the principal amount thereof for which it has subscribed and paid.

Each of the persons shown in the records of Euroclear, Euroclear Netherlands or Clearstream, Luxembourg as the holder of a Note represented by a Global Note must look solely to Euroclear, Euroclear Netherlands or Clearstream, Luxembourg (as the case may be) for his share of each payment made by the Issuer to the bearer of such Global Note and in relation to all other rights arising under the Global Note, subject to and in accordance with the respective rules and procedures of Euroclear, Euroclear Netherlands and Clearstream, Luxembourg. Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note and such obligations of the Issuer will be discharged by payment to the bearer of such Global Note in respect of each amount so paid.

The temporary Global Notes and the permanent Global Notes contain provisions which apply to the Notes while they are in global form, some of which modify the effect of the terms and conditions of the Notes set out in this document. The following is a summary of certain of those provisions:-

1. **Exchange.** On or after any Exchange Date (as defined below), each temporary Global Note will be exchangeable, free of charge to the holder, in whole or in part upon certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement for interests in a permanent Global Note.

On or after any Exchange Date, each permanent Global Note will be exchangeable, free of charge to the holder, in whole but not, except as provided in the paragraphs below, in part, to the extent permitted by the rules of Euroclear, Euroclear Netherlands and Clearstream, Luxembourg, for Definitive Notes:

- (i) by the Issuer giving notice to the Noteholders and the Agent of its intention to effect such exchange, unless principal in respect of any Notes is not paid when due;
- (ii) if the relevant Final Terms provides that such Global Note is exchangeable at the request of the holder, by the holder giving notice to the Agent of its election for such exchange;
- (iii) otherwise, (1) if the permanent Global Note is held on behalf of Euroclear, Euroclear Netherlands or Clearstream, Luxembourg and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so or (2) if principal in respect of any Notes is not paid when due, by the holder giving notice to the Agent of its election for such exchange.

For so long as a permanent Global Note is held on behalf of a clearing system and the rules of that clearing system permit, such permanent Global Note will be exchangeable in part on one or more occasions for Definitive Notes (i) on or following any failure to pay principal in respect of

any Notes when it is due and payable or (ii) if so provided in, and in accordance with, the Conditions (which will be set out in the relevant Final Terms) relating to Partly Paid Notes.

The holder of a permanent Global Note may surrender the permanent Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Agent. In exchange for any permanent Global Note, or the part thereof to be exchanged, the Issuer will deliver, or procure the delivery of, an equal aggregate principal amount of duly executed and authenticated definitive Notes (if appropriate, having attached to them all Coupons and Receipts in respect of interest or Instalment Amounts which have not already been paid on the permanent Global Note and a Talon), security printed in accordance with any applicable legal and stock exchange requirements and in or substantially in the form set out in Schedule 2 to the Agency Agreement. On exchange in full of each permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant definitive Notes.

Exchange Date means, in relation to a temporary Global Note, the day falling after the expiry of 40 days after its issue date and, in relation to a permanent Global Note, a day falling not less than 60 days after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Agent is located and on which Euroclear, Euroclear Netherlands and Clearstream, Luxembourg are open for business.

2. **Payments.** No payment falling due more than 40 days after the date of issue of any Tranche represented by a temporary Global Note will be made on that temporary Global Note unless exchange for an interest in a permanent Global Note is improperly withheld or refused. Payments on any temporary Global Note during the period up to 40 days after the issue date of such Tranche will only be made against presentation of certification as to non-U.S. beneficial ownership as set out in the Agency Agreement. All payments in respect of Notes represented by a Global Note will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. A record of each payment so made will be endorsed in the appropriate schedule to each Global Note, which endorsement will be prima facie evidence that such payment has been made in respect of the Notes.
3. **Notices.** So long as any Notes are represented by a permanent Global Note and such permanent Global Note is held on behalf of either (i) a common depositary for Euroclear and Clearstream, Luxembourg or (ii) with Euroclear Netherlands, notices to Noteholders of that Series may be given by delivery of the relevant notice to Euroclear and to Clearstream, Luxembourg, or to Euroclear Netherlands (as applicable) for communication by them to entitled accountholders in substitution for publication as required by the Conditions.
4. **Prescription.** Claims against the Issuer in respect of the Notes which are represented by a permanent Global Note will become void unless it is presented for payment within a period of five years from the date on which payment first becomes due.
5. **Meetings.** The holder of a permanent Global Note will be treated as being two persons for the purposes of any quorum requirements of a meeting of Noteholders and, at any such meeting, as having one vote in respect of each minimum Denomination of Notes for which such permanent Global Note may be exchanged.
6. **Purchase and Cancellation.** Cancellation of any Note surrendered for cancellation by the Issuer following its purchase will be effected by reduction in the principal amount of the relevant permanent Global Note.

7. **Issuer's Option.** No drawing of Notes will be required under Condition 5(e) in the event that the Issuer exercises any option relating to those Notes while all such Notes which are outstanding are represented by a permanent Global Note. In the event that any option of such Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with Euroclear, Euroclear Netherlands and Clearstream, Luxembourg in respect of the Notes will be governed by the standard procedures of Euroclear, Euroclear Netherlands and Clearstream, Luxembourg.
8. **Noteholders' Option.** Any Noteholders' option may be exercised by the holder of a permanent Global Note giving notice to the Agent of the principal amount of Notes in respect of which the option is exercised and presenting such permanent Global Note for endorsement of exercise within the time limits specified in the Conditions.
9. **Default.** Each Global Note provides that the holder may cause such Global Note, or a portion of it, to become due and repayable in the circumstances described in Condition 9 by stating in the notice to the Agent the principal amount of such Global Note that is becoming due and repayable.
10. **Partly Paid Notes.** The provisions relating to Partly Paid Notes will be contained in the Global Notes. For so long as any instalments of the subscription moneys due from the holder of Partly Paid Notes are due, no interest in a Global Note representing such Notes may be exchanged for an interest in a permanent Global Note or for Definitive Notes (as the case may be). In the event that any Noteholder fails to pay any instalment due on any Partly Paid Notes within the time specified, the Issuer will be entitled to forfeit such Notes and shall have no further obligation to their holder in respect of them.

USE OF PROCEEDS

The net proceeds from each issue of Notes will be applied by the Issuer for its general corporate purposes, which include making a profit. If, in respect of any particular issue, there is a particular other identified use of proceeds, this will be stated in the applicable Final Terms.

DESCRIPTION OF THE ISSUER

GENERAL INFORMATION ON THE ISSUER

Incorporation

N.V. Nederlandse Gasunie was incorporated under Dutch law as a public limited company (*naamloze vennootschap*) on 6 April 1963 and is operating under Dutch law. The corporate seat of Gasunie is in Groningen, The Netherlands. The registered office of Gasunie is Concourseaan 17, 9727 KC, Groningen. Gasunie is registered in the trade register of the Chamber of Commerce of Groningen (*handelsregister van de Kamer van Koophandel en Fabrieken in Groningen*) under number 02029700. The telephone number of Gasunie is +31(0)50 5219111. The Articles of Association of Gasunie were last amended by notarial deed on 6 July 2005 before Mr. C.W. de Monchy, civil law notary in Rotterdam, the draft of these articles having received the approval of the Minister of Justice, number 82.432.

Capitalisation and Shareholder

The State of The Netherlands holds 100 per cent. of the issued shares in Gasunie.

The authorised share capital of Gasunie is EUR 756,000 comprising of 7,560 ordinary registered shares of par value EUR 100 each. As at 30 May 2006, a total of 1,512 ordinary registered shares had been issued, all of which are fully paid.

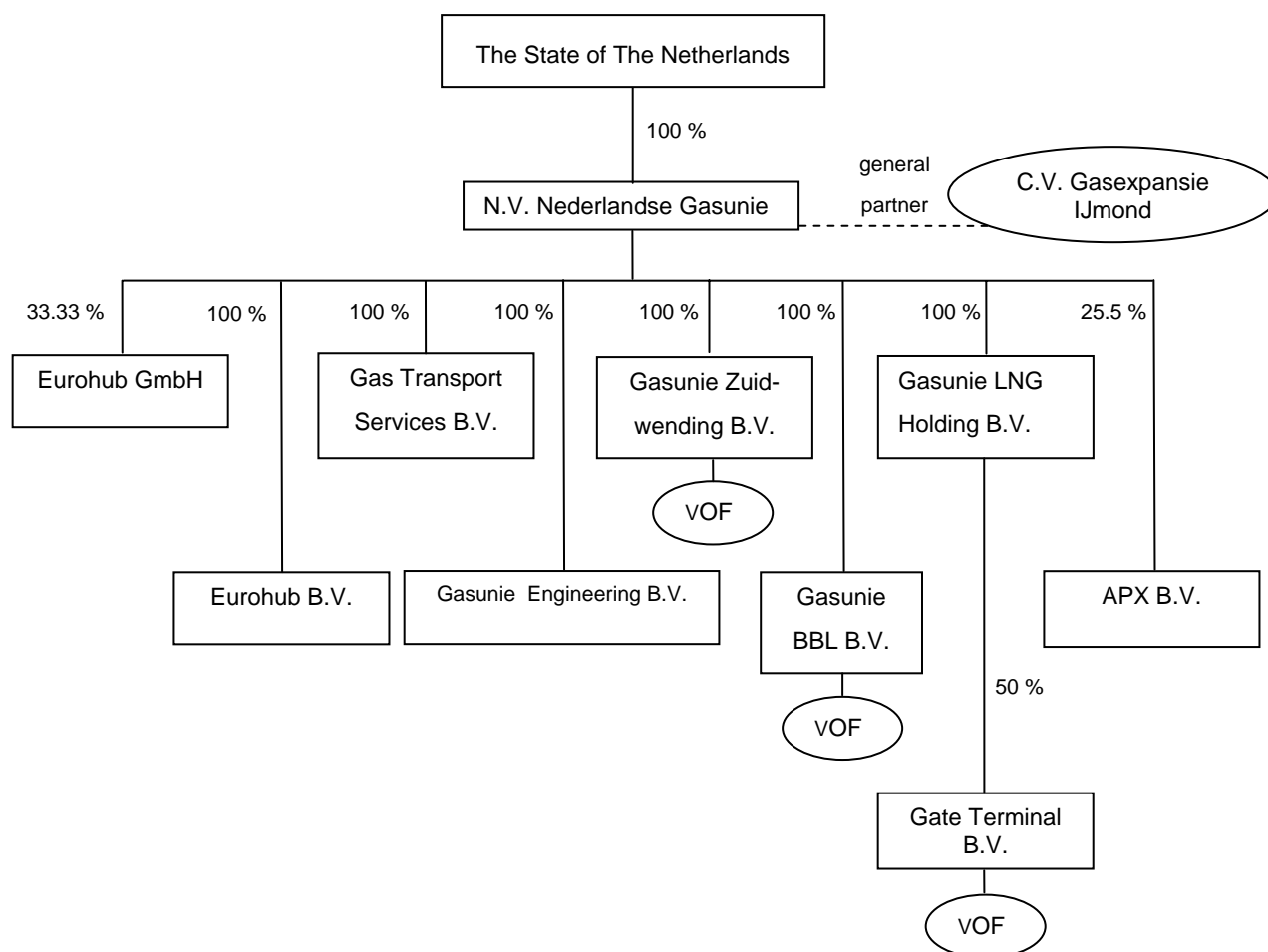
Objects

According to article 2 of its articles of association, Gasunie has the following objects:

- (i) to exercise the gas transport business and to improve a just gas infrastructure and activities related therewith such as storage, research and engineering; to improve the safety of the use of machines and installations consuming gas; to improve the free market system in the field of energy supply at large;
- (ii) the direct or indirect management of the national gas transport network and the direct or indirect performance of the tasks as administrator of the national gas transport network as prescribed in the Dutch Gas Act (*Gaswet*), and
- (iii) the direct or indirect participation in or the having or taking of an interest in any other way in and the management of other enterprises with an object similar to the object of Gasunie, or a target identical or related thereto; furthermore to finance third parties and to grant security in whatever way or to commit oneself for obligations of third parties, as well as all those activities which are in accordance with the foregoing, related thereto in the broadest way or advantageous therefor.

Group structure of the Issuer

The group structure is as follows:



Brief description of group members

Gasunie

With effect from 1 July 2005, Gasunie became an independent provider of gas transport services in The Netherlands and Europe. Gasunie has continued the business of transport activities supplied by the former vertically integrated company that was separated into a trading company and a transport company.

On 1 July 2005 the unbundling mentioned above became effective by a legal demerger (*afsplitsing*) of Gasunie. Before this demerger took place, both the trading business and the transportation business were operated within a single legal entity, being Gasunie. As a result of the demerger these businesses were divided among two legal entities. Prior to the demerger Gasunie was converted from a public limited company (*naamloze vennootschap*) into a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) and renamed B.V. Nederlandse Gasunie (**Gasunie B.V.**). By and through the execution of a notarial deed of demerger, a new private company with limited liability, Gasunie Trade & Supply B.V. was incorporated which acquired by operation of law the assets

relating to the trading business from Gasunie B.V. The assets relating to the transport of gas remained with Gasunie B.V.

The demerger coincided with a restructuring of the shareholding of Gasunie B.V. in respect of the transportation business. Before the demerger the shares in Gasunie B.V. were held by the State (10%), Energie Beheer Nederland B.V. (40%), Shell Nederland B.V. (25%) and Esso Nederland B.V. (25%). After the demerger the before mentioned shareholders also became shareholders of Gasunie Trade & Supply B.V. by operation of law. After the completion of the demerger the shares held by Energie Beheer Nederland B.V., Shell Nederland B.V. and Esso Nederland B.V. in Gasunie B.V. were cancelled against payment which resulted in a 100% stake of the State in Gasunie B.V. On 6 July 2005, after the completion of the demerger, Gasunie B.V. was re-converted into a public limited company and again renamed Gasunie.

Gasunie is one of the main transmission companies in the European Union and owns one of the most extensive high-pressure gas transport networks in Europe. The network consists of 11,600 kilometres of pipelines, numerous stations and installations and around 1,100 custody transfer stations, where gas is transferred to companies that are directly connected to the network and to network operators.

The management and development of the inland pipeline network is the responsibility of GTS, the national gas transmission system operator. GTS is a 100% subsidiary of Gasunie but operates independently as required by the Gas Act. A further description of GTS is provided below.

Gasunie, acting in co-operation with GTS, supplies transport services to customers, particularly shippers, to industries connected to the network and other national and international network operators. Gasunie's activities are aimed at developing a well-functioning, efficient and transparent gas market, and creating shareholder value.

Gasunie carries out its activities via two business units: Construction & Maintenance and Participations & Business Development.

Gasunie aims to supply safe and reliable gas transport and related gas infrastructure services to an integrating European gas market, by operating in an efficient, profitable and sustainable manner. This mission is based on a long-term vision of trends in the European gas market. Over the next few decades, security of supply will occupy centre stage in Europe and The Netherlands. The demand for gas is increasing while domestic output is declining both in terms of volume and capacities. Dependency on countries such as Norway, Algeria and Russia is becoming ever greater. There are also considerable gas reserves in the Middle East and Africa. Necessary new gas flows will involve extensive investment in the infrastructure. This will involve both investment in pipelines and installations as well as the construction of one or more LNG terminals.

Moreover reduction of capacity and flexibility from domestic production sources will result in needs for investment in underground storage facilities (a further description is provided under "Projects").

In 2005 Gasunie transported 95 billion cubic metres of gas. The majority of gas transmission volume handled is international in nature. Exports of Dutch gas contribute 42% of flows, with 38% being Dutch gas for the domestic market and 14% imports. Just 3% of flows are pure transit (i.e., transported across The Netherlands).

Projects

Gasunie's existing gas transmission system will require expansion, particularly in order to meet the increasing demand for transport capacity, both on the northeast-northwest route (particularly for the connection with the United Kingdom via the Balgzand Bacton Line) and on the northeast-southwest

Netherlands route. Gasunie is investing in storage capacity in salt caverns (Aardgasbuffer Zuidwending project) and is one of the initiators and potential participants of a new LNG terminal on the Maasvlakte and expansion of the hub services. These projects are described in further detail below. In principle, all these future projects will be internally financed.

Gasunie furthermore wishes to participate in international pipeline projects which are crucial for the supply of gas to The Netherlands (for instance the Baltic pipeline). For this purpose, Gasunie intends to cooperate with neighbouring network operators. The central position, the quality and the degree of ramification of Gasunie's gas transport network, as well as the geological circumstances, offer a valuable starting point for making The Netherlands the 'gas hub' of northwest Europe and by that contribute to market integration and the future security of supply of The Netherlands. Despite the increasing level of competition on the European gas market, Gasunie has the ambition and the assets to continue to occupy a strong position as gas transporter within Europe.

Displacement and reinforcement projects

Various displacement and reinforcement projects were undertaken during 2005 by Construction & Maintenance including the preparations for the construction of the Grijpskerk-Wieringermeer 48 inch pipeline with a length of 110 kilometres. The pipeline will cross the IJsselmeer between Workum and Wieringermeer, following the line of two already existing IJsselmeer pipelines.

A 42 inch diameter pipeline was laid between Oude Statenzijl and Midwolda over a distance of around 16 kilometres, a 24 inch pipeline was laid between Ommen and Enschede with a length of 38 kilometres and a pipeline of around 12 kilometres with a 48 inch diameter was laid between Noordbroek en Tripscompagnie. Gasunie also commenced construction of a nitrogen plant in Kootstertille.

Gas Storage Zuidwending

The construction of a gas storage facility at Zuidwending, to the east of Veendam, is a joint project between Gasunie and Nuon, facilitated by Akzo Nobel, which performs leaching operations in the salt caverns. The storage capacity will be made available to GTS and other market parties. Gas storage in salt caverns provides the potential to guarantee the integrity of the gas transport network. This also provides a contribution towards the proper functioning of the gas market. As an independent party, Gasunie will supply storage capacity to the market in a non-discriminatory and transparent manner. At the end of 2005, the Board of Supervisory Directors approved the first phase of the project, i.e. construction of the leaching facility and the brine pipeline. In April 2006, the Board of Supervisory Directors approved the investment in the gas storage facilities.

LNG: Gate Terminal B.V.

LNG is liquefied natural gas. It is basically the same sort of gas as used for domestic purposes. It has been super-cooled until it becomes a liquid. As natural gas is compressed to become liquefied, its volume is reduced about 600 to 1. That reduction makes it convenient to ship. The terminal of Gate Terminal B.V. is a regasification terminal. The LNG will be delivered to it by large ships and stored in large tanks. After regasification the gas can be transported through the existing pipeline grid of Gasunie.

Gas supply forecasts show that, within the foreseeable future, shortages of natural gas will arise in northwest Europe, including The Netherlands, due to increasing demand and decreasing domestic production. Additional gas will have to be supplied in order to meet these shortages. This can be via imports of gas via pipelines and via supply of LNG by ships. Given the volume of the necessary extra imports, both supply options will be necessary in order to satisfy the anticipated demand for gas.

Against this background, at the beginning of 2005 Gasunie and Vopak took the initiative for the development of an LNG terminal in The Netherlands. This initiative is currently aimed at the

Maasvlakte. The cooperation that has existed since April 2005 has resulted in the establishment of Gate Terminal B.V., a joint venture between Gasunie and Vopak.

Gate Terminal B.V. is an independent company without interests in the trade, production and/or supply of gas. The LNG project of Gate Terminal B.V. competes with several LNG terminal initiatives, in the Netherlands as well as in North West Europe. Gate Terminal B.V. distinguishes itself by having no gas trade interests and by developing an open access terminal to which customers are given access in a non-discriminatory way, thus facilitating the gas-trade market. Gate Terminal B.V. limits its activities to operating the terminal. Gate Terminal B.V. intends to offer throughput services, comprised of three integrated parts: (i) the unloading of LNG carriers, (ii) the storage of LNG to facilitate a continuous send-out of natural gas and (iii) the pressurisation and regasification of LNG, and, if required, quality conversion, in order to deliver it to the Dutch calorific gas transmission grid.

The LNG terminal can fulfil an important role in attracting gas to Europe from other countries and sources. This not only increases the security of supply but also the potential for new participants in the northwest European gas market. Moreover the terminal can support and strengthen the position of The Netherlands as a pivotal point for gas distribution in Europe.

In the meantime, a number of parties operating in the Dutch and European gas market have shown an interest in contracting this capacity. By making an open season (as further outlined below) available, Gate Terminal B.V. is making it possible for interested parties to be able to contract this capacity in a non-discriminatory manner.

EuroHub GmbH

N.V. Nederlandse Gasunie, the sole shareholder in EuroHub B.V., Groningen, holds one third of the shares in the capital of EuroHub GmbH, the service company for international gas trading in the Bunde/Emden region. BEB Erdgas und Erdöl GmbH, Ruhrgas Transport AG & Co. KG, Statoil Deutschland GmbH and WINGAS GmbH have equal stakes in the other two thirds of the company's shares.

EuroHub GmbH as an independent operator offers international gas traders fully integrated hub services for the Oude-Bunde/Emden trading point.

Gasunie and EuroHub GmbH are co-operating on the field of the EuroHub Service Agreement which was presented in draft to the market at the end of 2005. The services to be offered under the EuroHub Service Agreement will mainly involve providing transport between different transmission networks. As EuroHub has only limited transport capacity, which is purchased on the secondary market, the demand could not be satisfied in full. The capacity was supplied by means of the concept of 'congestion management'.

Energy transition

Natural gas, as the cleanest fossil fuel, is regarded as the preferred transitional fuel. It forms the link towards a sustainable energy supply of the future where gas transport networks will transport not only gas but also biogases and (over the longer term) hydrogen. Research is necessary into the consequences of injecting these gases, which diverge widely in quality, into the Gasunie network, whilst keeping European legislation in mind. The same applies with regard to the compatibility of gases at application level.

Gasunie Engineering B.V. is the project leader of the international hydrogen project Naturalhy. Naturalhy is a research programme, subsidised by the European Union, in which 39 partners participate. The partners involve major network operators, hydrogen producers, specialist practitioners and academic researchers. Gasunie is the lead manager of the project. The aims of Naturalhy are to test all

the critical components of a hydrogen system by adding hydrogen to natural gas in existing networks. This transitional approach will provide further experience with the transmission of mixtures of hydrogen and natural gas and, by means of innovative separation technologies, the hydrogen utilisation in stationary end use applications.

During 2005 efforts have been made to define a comparable project for biogas (Bingo – Biogases In Natural Gas Operations) at the European level.

At the request of Gasunie Trade & Supply B.V., a considerable amount of effort has been expended in the development of micro combined heat-and-power systems for the household market, in cooperation with international engine manufacturers. Decentralised generation of electricity in homes and small businesses (combined with the transport of gas to end consumers) will, in Gasunie's opinion, contribute significantly to a reduction in the discharge of greenhouse gases by the efficient use of gas. Preparations have been made for experiments with virtual power plants where a number of micro combined heat-and-power systems are addressed centrally.

Open season

Open season is an invitation to market parties, in which market parties are informed about certain initiatives and projects, and are offered the possibility to declare interest in contracting capacity. Market parties that meet the criteria for registration (for instance the intention to enter into contracts with a certain volume commitment and certain term, and appropriate credit worthiness) are invited for further (contract) negotiations.

In January 2005 the open season with respect to the northeast Netherlands – west Netherlands route and the route towards southwest Netherlands was started in order to examine indications for entry and exit capacities in the coming years. The main objective was to get a commitment from shippers as to the capacity they expected to be required. On the basis of the outcome it appears that a considerable expansion to the capacity is necessary on the aforementioned routes. The proposals for expansion to the gas transmission network and possible alternatives were submitted to the NMa in early 2006. It is expected that a response will be received from this authority within 6 months. Gasunie will take the final investment decision depending on the response of the NMa.

Gas Transport Services B.V.

GTS is a wholly owned subsidiary of Gasunie and operates independently pursuant to the requirements placed on it by the Gas Act as national transmission system operator. GTS supplies regulated transport services in a transparent and non-discriminatory manner to ensure the proper functioning of the liberalised gas market.

GTS is responsible for the maintenance, operation and development of the national gas transmission grid in an economically responsible manner. GTS has to provide sufficient transport capacity, for balancing the network and for connecting to other networks. In accordance with the Gas Act, GTS has a number of specific obligations which serve the interests of the public, such as emergency supplies and peak supplies.

Indications from the market show that the demerger from Gasunie has strengthened GTS's position as independent market facilitator and that market parties are extremely interested in an expansion of the transport capacity at the entry and exit points particularly in the northeast and southwest of The Netherlands. GTS is striving to achieve the requested capacity expansion on the basis of economically responsible investment.

GTS has extended its range of services with such activities as contracts for interruptible transmission. The balancing regime has also been adapted. Customers' needs for predictable and manageable

processes have remained unchanged. GTS is anticipating this by providing the click & book service and by supplying information which supports portfolio management. The on-line booking system 'click & book', first introduced by GTS in 2005, offers customers the possibility to make swift and simple bookings. By the end of 2005, 70% of the bookings already took place via click & book.

During the year 2005, GTS did not need to take action with regard to its public service obligations of 'peak supplies' or 'emergency supplier'. Turnover of €1.28 billion (2004: €1.42 billion) was realised during 2005 from transmission and related services. This decrease compared to 2004 is mainly a result of the lowering of the gas transport tariffs in 2005 by a nominal 5 percent, in accordance with the instructions of the NMa in this respect. As in previous years, tariffs for the transmission of natural gas in The Netherlands were compared, at the request of GTS, with tariffs in other European countries by Arthur D. Little Ltd. Based on the findings of the whole survey it may be concluded that Dutch gas transmission tariffs are still among the lowest in Europe.

A total of 95.2 billion m³ of natural gas was transported to the delivery points (2004: 97.3 m³ billion of natural gas).

During 2005 around net 4 billion m³ of natural gas was delivered via the TTF. In 2003 and 2004 this was 1.3 and 2.5 billion m³ of natural gas respectively.

Amsterdam Power Exchange B.V.

Amsterdam Power Exchange B.V. (APX) is the first Dutch gas exchange, offering market parties the possibility to perform within-day gas transaction on an anonymous basis. GTS' virtual trading platform forms the basis of APX's trading facilities. APX co-operates with gas exchanges in England and Belgium.

APX offers participants the potential to increase the flexibility in their portfolios. In this way participants can benefit more easily from the advantages of the liberalised gas market.

At the end of 2005, Gasunie acquired a participation of 25.5% in APX. The remaining shares in the capital of APX are held by TenneT. The participation in APX satisfies Gasunie's strategic aim of promoting and expanding gas exchange activities in northwest Europe, thereby increasing liquidity in the market and offering more choice to customers (both traders and end consumers).

Gasunie Engineering B.V.

Gasunie Engineering B.V. focuses its activities primarily on supporting the strategic objectives of Gasunie. Focus areas have been defined as Transport Technology, Integrity and Safety, Operational Business Processes, Energy Transition and Knowledge Networks.

Activities performed were regulated for the most part by service level agreements with the asset management department and GTS. During 2005, the noise mapping of the custody transfer stations was completed in accordance with new legislation and with the support of the analytical laboratory. Calibration services were successfully supplied to third parties in the locations Westerbork and Groningen via Gasunie Engineering B.V. in cooperation with The Netherlands Institute for Metrology and Technology. Furthermore important activities consisted of the creation of a blueprint for risk analysis of the transport system and the development of an instrument for the assessment of pipelines which cannot be screened via pigging methods. The sale to third parties of expertise developed within Gasunie relating to Pipeline Integrity Management (PIMS-model) remains an important objective. Factual consultations with other companies in the transport industry led to new, more distinct concepts in respect of the integrity of the gas transport network.

Gasunie Engineering B.V. also concentrates its activities on energy conservation, emission reduction and analysis of and improvements to operational processes. Studies were performed into the simulation and planning of business processes and the consumption of energy, both for Gasunie and for third parties. Various of the aforementioned activities (both within industry and within the domestic gas market) were performed in cooperation with Promgaz, a fully owned subsidiary of Gazprom.

In the area of operational business processes, the focus of the activities is directed increasingly at Gasunie's business operations, in the knowledge that valuable expertise present within Gasunie Engineering B.V. can substantially contribute towards forcing down operating costs. During 2005, services relating to energy conservation and monitoring of emissions and of the environment were offered to the Dutch market and implemented by Gasunie Engineering B.V. on a commercial basis, supported by various cooperative alliances.

Regulatory

Gasunie plays a strategically important role in Dutch energy policy and security of supply, as its network allows Dutch gas to be transported from Groningen and the small fields to large export markets such as Germany, as well as (to a much lesser extent) facilitating the import of gas from Norway and Russia. The actual purchases and sales of gas are made by the newly formed Gasunie Trade and Supply B.V. and other (new) wholesale companies, while post-split, Gasunie's business activity is principally centred around the transport of gas (managed through GTS), with a smaller proportion of operating cash flow from other activities such as the Balgzand Bacton Line gas interconnector with the UK, technology marketing and participations in gas-related businesses which are likely to be significant in the future (LNG, Zuidwending). The vast majority of Gasunie's revenues are regulated by the NMa.

A number of important decisions were made regarding regulation during 2005 which have direct consequences for Gasunie and for GTS in particular.

In September 2005 the NMa published its method decision and the accompanying x factor decision according to which GTS's total turnover is tied to a gradually decreasing ceiling of a nominal 4.2 percent per year over a period of four years (2006-2009). Gasunie and GTS are of the opinion that turnover regulation does not give the right incentives and is hence not conducive to the efficiency of the gas transmission system in The Netherlands. There is also the fear that the tariff-lowering actions arising from the regulatory model could have negative consequences for domestic security of supply. Choosing the legal instrument of turnover regulation, according to which a fixed turnover is stipulated annually for GTS, means that Dutch transport tariffs, already among the lowest in Europe, must be lowered still further. There is the risk that this will lead to gas flows via The Netherlands being rerouted, which can lead to congestion of inland gas flows. Both GTS and Gasunie feel that The Netherlands is not an island within the European market and that the regulator should be obliged to take account of transport tariffs in the neighbouring countries when determining tariffs. Now that this is not the case, it is more difficult to realize the assignment of the government to operate in accordance with the market and to strive for a good position for The Netherlands in the European market. For these reasons GTS has lodged an appeal against the decisions of the NMa with the Administrative Court for Trade and Industry (*College van Beroep voor het bedrijfsleven*). A ruling is expected during 2006. As the appeal does not defer the implementation of the decision of the NMa, the price caps imposed on turnover have, in anticipation of the legal procedure, been processed into the tariffs for 2006.

In December 2005, the NMa published a draft decision instructing GTS to provide flexibility services from 1 January 2006 to market participants at tariffs and conditions in accordance with the market. The NMa came to this decision after it was determined that Gasunie Trade & Supply B.V. occupies a position of economic strength in the market for flexibility services. GTS needs to issue a tender for the flexibility services which it must supply. The NMa has stipulated the regulatory method which will apply for the period 2006 – 2009 in respect of this task.

It is of great importance that European and national legislation does justice to the reality of increasing dependence on third parties. Governments are focussing on security of supply as a subject for foreign policy both bilaterally and at a European level.

Exemptions

In 2005 an exemption from the regime of regulated access was obtained in respect of the Balgzand Bacton Line, which meant it was possible to invest in this large-scale, new offshore gas transmission pipeline.

In 2005, the Ministry of Economic Affairs confirmed that the regime of regulated access will not apply to the Gasunie Zuidwending project. The Ministry of Economic Affairs has confirmed that the regulated TPA regime will not be applicable to the Gasunie LNG project.

Prospects

With its pro-active strategy, Gasunie wants to give the northwest European gas market both form and content. It is expected that many new developments will occur which will have a significant influence on Gasunie's strategic development. It is expected that by the end of 2006 gas will flow for the first time from The Netherlands to the United Kingdom via the Balgzand Bacton Line. Construction of the gas storage cavern in Zuidwending will start in 2006. Moreover, investment decisions will be taken regarding the construction of a LNG terminal in Rotterdam and the expansion of gas transport capacity from the north to the south of The Netherlands.

In advance of the court ruling regarding the appeal lodged by GTS against the method decision, GTS has lowered the tariffs for 2006 in accordance with the requirements of the NMa. Transport revenues will fall annually by around €50 million as a result of the method decision and the cap on revenue based thereon. The decrease in turnover for the years 2006 - 2009 comes out at 4.2% annually.

It is anticipated that the measures laid down by the Minister of Economic Affairs with regard to the production ceiling on the Groningen field and the development of new small fields will have consequences for the layout of the inland infrastructure. New gas flows will come on-stream which will have to be accommodated.

The current strategy will be further accentuated by using different scenarios for the future development of the gas transport market. A contributory factor is whether the various regulatory regimes will provide more scope or simply restrictions.

Gasunie predicts a gradual move towards consolidation within Europe and must be thoroughly prepared for this.

A favourable investment climate is necessary to be able to continue developing the gas transmission system and hence the market as well as safeguarding security of supply in the longer term. A sound valuation of the asset-base and the potential to realize a reasonable return from the regulated activities form part of this.

A number of long-term improvement programmes for safety, health and the environment will be set up in the coming year. One of the aims of these is to reduce the number of pipeline damage incidents by 50% over the next five years.

Within the Construction & Maintenance unit, the focus is on operational excellence and on the implementation of the new organizational structure.

The performance of all branches of this unit must belong to 'best in class'. This also includes optimizing the permit application process by obtaining a group permit. Construction & Maintenance is working in cooperation with the Ministry of Housing, Spatial Planning and the Environment, provinces and municipalities towards improving efficiency in this area.

In 2006 GTS will examine whether the market model can be simplified to such an extent that the whole chain from booking to invoicing is substantially accelerated. An improved balancing regime with an associated penalty system will be introduced and flexibility services will be supplied, meaning that shippers can monitor their portfolios more effectively.

The 'gas roundabout'

Due to The Netherlands' highly developed gas market, the Gasunie infrastructure is unique in terms of its density, robustness and diversity. There are two additional remarkable features: first its strategic geographical position – north-south and east-west;

and second, the great number small gas fields which potentially can be used as a storage facility and hence as a potential source of flexibility. In a situation where gas is being transported over increasingly large distances (and is therefore transported with a high load factor), the availability of flexibility close to the market is vital. The market after all demands a flexible supply.

These geographical, infrastructural and logistical benefits make The Netherlands an attractive region for market players in this part of western Europe. Obviously this is also advantageous for the Dutch national security of supply to be situated close to a crossroads for so different many gas flows.

Gasunie's role as a gas transport company is becoming increasingly international in nature. Over fifty per cent of the gas supplied through Dutch pipelines crosses one or more national borders. Gasunie is actively investing to facilitate import and transit of gas. It is currently planning an LNG terminal near Rotterdam with the international storage company Vopak. This is known as the 'Gate', which refers to the fact that it is the gateway for LNG to western Europe from the sea. LNG is a very important option in diversification strategies. Gasunie is also working with partners to build the Balgzand Bacton Line, a pipeline which will cross the North Sea to connect the UK and The Netherlands. This will also create a potential link between the vast Russian gas reserves and the UK gas market – the final link in a long route from the Baltic, a supply route which is also critical for diversifying supply lines. Gasunie is also currently investing in underground storage in salt caverns.

Gasunie is dedicated to providing an optimum service to its customers through the creation of new connections and the removal of (trans)national obstacles. For instance, Gasunie is planning a major set of projects to boost its capacity (for instance on its North-South route), based on an open season approach, involving 1 – 1.5 billion euro investments.

The Netherlands – as a relatively small country – has a long history of free trade. Traditionally, it has always adopted an international focus. Within Europe the country is focused on strengthening the multinational nature of the European institutions. Concern about security of supply has not caused The Netherlands to swing towards a neo-protectionist attempt to create its own national energy giant. In fact, The Netherlands has already made substantial progress in creating a liquid liberalized gas market, easily accessible for new entrants. This is also the background of the shares that Gasunie acquired earlier this year in the new, Amsterdam based gas exchange APX Gas NL. APX Gas NL is hosted on the TTF, the Dutch virtual trading facility, which enjoys a fast growing popularity the past three years.

By developing its infrastructure and logistic position and inviting new gas flows, by facilitating a smooth-functioning liquid market and by pursuing excellence in the daily realization of safe and reliable gas transport Gasunie reinforces the Dutch 'gas roundabout', representing an internationally oriented, open entrance for gas and market parties in this part of Europe. In this way Gasunie contributes to the

security of supply and market functioning in North West Europe and to value growth of the company itself. In doing this Gasunie serves the interests of the customers, the government, energy policy-makers and shareholders alike.

Board of Directors

The members of the Board of Directors of Gasunie are:

M.P. Kramer, chairman and CEO

H.A.T. Chin Sue RC, CFO

E. Dam, Construction & Maintenance Director

P.E.G. Trienekens, CEO Gas Transport Services B.V.

Mr Kramer was appointed as CEO on 1 July 2005. Mr Kramer joined Gasunie in 2003 when he became general manager of Gasunie's business unit "Gasunie Technology & Assets". Until 2003, Mr Kramer was employed by Statoil Norway, active in Norway (as general manager supply and shipping division), Bangkok (as managing director of Statoil Thailand), Singapore (as president of the Asian Pacific region) and Caracas (as president of Statoil Venezuela) and concentrating its activities on the oil and gas related aspects of the up- mid and downstream business. Before his employment with Statoil, Mr Kramer had various functions at Petro-Canada (director crude oil supply and trading), the NATO (Brussels), the IEA (International Energy Agency), and the Dutch Ministry of Economic Affairs. Mr Kramer studied Dutch law and is involved in various energy-related organisations.

Mr Chin Sue was appointed as CFO on 1 July 2005. Mr Chin Sue joined Gasunie in 1983 and was involved in various technical and financial functions, before becoming general manager of GTS in 2002. Mr Chin Sue studied mechanical engineering and economics at the Universities of Delft and Amsterdam.

Mr Dam was appointed as member of the Board of Directors on 1 July 2005. Mr Dam joined Gasunie in 1979 and was involved in various functions within Gasunie, before becoming director business support in 2000. Mr Dam studied mechanical engineering at the HTS Leeuwarden and graduated various executive programmes from Insead, Stanford and London Business School. He is chairman of the board of directors of the Energy Delta Institute and the Gasunie Pensionfund and member of the board of supervisory directors of EDI.

Mr Trienekens was appointed as member of the Board of Directors on 1 July 2005. Mr Trienekens joined Gasunie in 1986 and became manager gas export in 1997. In 2004 he became (and to this date still is) general manager of GTS. Mr Trienekens studied social sciences at the University of Nijmegen and started his career as consultant with the Dutch Ministry of Economic Affairs.

The business address of each member of the Board of Directors is the address of Gasunie's registered office.

Board of Supervisory Directors

The members of the Board of Supervisory Directors of Gasunie are:

C. Griffioen

A. Lont

G.J. van Luijk

H.L.J. Noy

M.E.C. Pernot

M.H. van der Woude

Mr Griffioen has no other main functions. He has been a member of the board of managing directors and a CFO of Koninklijke KPN N.V. Mr Griffioen is currently also a member of the board of supervisory directors of TenneT B.V., Cordares Holding N.V., Berenschot Holding B.V., Kas-Bank N.V. and Zorggroep Noorderbreedte.

Mr Lont is managing director of ECON Analysis (an international energy consultancy agency). He has no additional functions.

Mr Van Luijk is chairman of the board of directors of the Technical University Delft. He has no additional functions.

Mr Noy is chairman of the board of managing directors of Arcadis N.V. Mr Noy furthermore holds relevant functions as a member of the general management of VNO-NCW, member of the board of the Foundation for Management Studies, member of the Euronext Advisory Board for issuing institutions and member of the board of the Association of Securities Issuing Companies (*Vereniging voor Effecten Uitgevende Ondernemingen*).

Ms Pernot is managing director of the Association of (Prospective) Homeowners (*Vereniging Eigen Huis*). Furthermore, Ms Pernot is a member of the Committee for financial consumers of the AFM.

Mr Van der Woude is an attorney at law at the UK lawfirm Willkie Farr & Gallagher LLP and professor competition law at the Erasmus University in Rotterdam. Mr Van der Woude is also a member of the General Energy Counsel in The Hague.

The business address of each member of the Board of Supervisory Directors is the address of Gasunie's registered office.

Conflict of interest

Gasunie is not aware of any potential conflicts of interest between any duties to Gasunie and the private interests and/or other duties of members of the Board of Directors and/or the Board of Supervisory Directors.

Audit Committee

Pursuant to article 28.4 of the articles of association of Gasunie, an Audit Committee has been established. Members of the Audit Committee are Mr Noy and Ms Pernot. The Audit Committee provides advice to the Board of Supervisory Directors on the execution of its duties and prepares the decisions to be taken by the Board of Supervisory Directors.

The Audit Committee furthermore:

- provides advice to and supervises the Board of Managing Directors in relation to the compliance with all relevant laws and regulations, including internal codes of conduct and tax laws;

- supervises the preparation and publication by Gasunie of any financial information, including the supervision of the functioning of the auditor(s);
- supervises the financing of Gasunie and the application of information and communication technology (ICT).

Competition

Competitive position drives operating performance and opportunities for growth in transit revenues

Legitimate competition does arise in Gasunie's unregulated activities of storage and also in the field of international transit flows, with Belgium representing an alternate route for Russian gas to Western Europe. Gasunie attempts to manage this risk by actively promoting relations with Russia. Gasunie invests considerable management time in managing its relationship with Gazprom, and has been requested by the European Commission to act on the EU's behalf for gas interests at the Energy Steering group, a working party of senior representatives from the electricity, oil and gas industries in both Russia and the EU. Gasunie is also in talks with Gazprom on participation in a new Baltic pipeline.

Corporate Governance

Gasunie adheres as far as possible to the application of the Corporate Governance guidelines drawn up by the government. Sound management principles, accountability, independent supervision, transparency and responsible entrepreneurship have been incorporated into the activities of the Board of Directors and the Board of Supervisory Directors of Gasunie and will be applied during 2006, to the extent that they are not already being implemented.

In 2005 Gasunie and GTS gave an interpretation of the Corporate Governance guidelines as included in the Tabaksblat Code, in the first instance for GTS as an independent company, after 1 July 2005 for both Gasunie and GTS together.

The demerger has consequences for the corporate governance structure and for the nature and scope of the internal risk control and audit systems. Gasunie has tested these systems against the principles of the Tabaksblat Code and has, where necessary, brought them into line with these. In imitation of the Code, attention is paid to the two exceptions to the 'best practices' provisions. The 'best practices' which are not applicable to Gasunie are not taken into consideration in this annual report.

Board of Directors

- II.1.1 A director of N.V. Nederlandse Gasunie is appointed for an unspecified period. The 'best practice' provision that directors are appointed for a specified period shall apply to directors who are to be newly appointed.

Board of Supervisory Directors

- III.5.11 The Board is of the opinion that, as remuneration policy is so important, it should be closely involved in the creation of this policy. Consequently the Board has decided not to separate the Chairmanship of the Board of Supervisory Directors and of the Remuneration, Selection & Appointments Committee.

Prior to and continuing after the demerger, a discussion took place relating to Gasunie's strategic objectives. A clear mission and strategy have been created and have been communicated to the company, the market and the government, following detailed consultations with the Board of Supervisory Directors, the employee council and having obtained the approval of the new sole shareholder.

The organization is continuing to concentrate on its new mission and strategy. It was established that the unit Construction & Maintenance in particular needed further reinforcement. This led to a proposal for an organizational adjustment to this unit that was submitted to the employee council for its opinion.

After the demerger, Gasunie had a prosperous first half-year. No unusual events occurred within Gasunie's operations or regular activities.

A good safety performance in respect of pipelines and stations and safety during operations and new construction projects is and remains for Gasunie an important condition for retaining the confidence of the shareholder, the community and the Board of Supervisory Directors: it is its 'licence to operate'. Gasunie has noted that, as a result of the changes that have occurred within society and within the government in respect of risk perception and risk acceptance, Gasunie will have to do more to maintain its own socially accepted standards in respect of safety ('best in class'). In this context, an important boundary condition for Gasunie will be the consultations with the government, which started in 2005, regarding the provisions applicable in respect of the location of pipelines.

Consultations with the Board of Supervisory Directors and with the new shareholder have led to approval for projects which are important to Gasunie, with which the Board of Directors can achieve its mission:

- the construction of a 48 inch pipeline through the northern part of the Netherlands and the construction of a compressor station in Grijpskerk at an investment cost of €340 million;
- the creation of a joint venture with Vopak (Gate Terminal B.V.) in order to build an LNG terminal;
- the creation of a joint venture with Nuon for the creation of a gas buffer (cavern) near to Zuidwending (east Groningen);
- the participation in APX, the gas and electricity exchange, by the acquisition of 25.5 % of the shares of TenneT in APX

As national transmission system operator, GTS has its own responsibilities. The company operates independently and autonomously in accordance with the requirements set by the Gas Act. The relationship between Gasunie and GTS is specified in a number of agreements. The division of roles in the areas of safety and the environment is also described in detail. Gasunie carries out activities on the instructions of GTS with regard to guaranteeing the external safety of the gas transmission network. Pursuant to the Gas Act, responsibilities in this area are allocated to GTS. Gasunie carries out the tasks deriving from this and reports thereon to GTS.

The decision of the NMa to regulate the annual turnover of GTS clearly affects GTS in the first instance but it also affects Gasunie in respect of profitability and its investment position. The objectives that GTS had in mind regarding setting tariffs on regulated transport, i.e. a tariff that is in line with the transport tariffs of the neighbouring countries, could not be accomplished.

GTS was not able to prevent an adverse structural effect on the value of the company as a result of the annual cap on turnover prescribed by the method decision for the regulatory period 2006 to 2009 inclusive. GTS has submitted the method decision to the courts for testing and a ruling is expected in 2006.

FINANCIAL INFORMATION

The following financial information has been extracted without material adjustment from the financial statement of the Issuer for the year 31 December 2005.

On 1 July 2005 the demerger of Gasunie took place. In financial terms, the demerger must be recognized from 1 January 2005. The accounts for 2005 are the first accounts for Gasunie which relate only to the gas transport company. As a result, the comparative figures for 2004 have been adapted to show this.

Gasunie has drawn up its financial reports in accordance with International Financial Reporting Standards (IFRS) with effect from 1 January 2005. The transitional date for the current principles for financial reporting according to IFRS is 1 January 2004. These principles are generally accepted in the Netherlands. As a result of the transition to IFRS, the comparative figures for 2004 have also been revised. The transition to IFRS has led to changes in presentation and changes in stated values. The most significant changes occur with regard to tangible fixed assets and pension liabilities. The transition to IFRS has caused a net increase in shareholders' equity of EUR 2.7 billion as at 1 January 2004

*Consolidated balance sheet as at December 31, (before profit appropriation)
in millions of euros*

Assets	2005	2004 *)
Fixed assets		
- tangible fixed assets	5,087.9	5,035.6
- investments in associated companies	1.2	1.3
- deferred tax assets	1,246.1	-
- pension assets	50.5	-
Total fixed assets	<u>6,385.7</u>	<u>5,036.9</u>
Current assets		
- stocks	18.2	17.6
- trade and other debtors	243.4	117.7
- cash and cash equivalents	35.0	319.4
Total current assets	<u>296.6</u>	<u>454.7</u>
Total assets	<u>6,682.3</u>	<u>5,491.6</u>
Liabilities	2005	2004 *)
Shareholders' equity		
- Issued share capital	0.2	1.5
- Reserves	5,372.6	2,902.2
- Unappropriated profit	175.5	-/- 98.8
Total capital and reserves due to shareholder	<u>5,548.3</u>	<u>2,804.9</u>
Long-term liabilities		
- Interest-bearing loans	90.8	181.6
- Staff remuneration	13.0	147.9
- Provisions	6.8	8.4
- Deferred tax liabilities	-	1,203.0
Total long-term liabilities	<u>110.6</u>	<u>1,540.9</u>
Current liabilities		
- Current financing liabilities	718.4	1,057.3
- Trade accounts payable and other amounts payable	248.1	88.4
- Tax liabilities	38.9	0.1
- Staff remuneration	18.0	-
Total current liabilities	<u>1,023.4</u>	<u>1,145.8</u>
Total liabilities	<u>6,682.3</u>	<u>5,491.6</u>

*) Pro forma figures in connection with the treatment of the demerger in the accounts.

Consolidated profit and loss account
in millions of euros

	2005	2004*)
Continuing operating activities		
Income	1,277.3	1,418.4
Capitalized production	42.6	42.8
Salaries and social security costs	-/- 96.0	-/- 92.2
Other staff costs	88.7	-/- 38.9
Other operating expenses	-/- 461.4	-/- 426.7
Depreciation	-/- 200.5	-/- 187.4
	-----	-----
Total expenses	-/- 626.6	-/- 702.4
	-----	-----
Operating result	650.7	716.0
Financial income	3.0	6.7
Total financial expenditure	-/- 24.4	-/- 34.2
Share in result of associated companies	0.1	-/- 1.8
	-----	-----
Result before tax	629.4	686.7
Taxation	-/- 197.1	-/- 239.3
	-----	-----
Result after tax	432.3	447.4
Discontinued operating activities		
Result on discontinued operating activities after tax	-	-
	-----	-----
Profit for the period	432.3	447.4

Profit allocated to shareholder	432.3	447.4
Basic earnings per share (in thousands of euros)	285.9	295.9
Diluted earnings per share (in thousands of euros)	285.9	295.9

*) Pro forma figures in connection with the treatment of the demerger in the accounts.

Consolidated statement of cash flow

in millions of euros

	2005	2004 *)
<i>Cash flow from operating activities</i>		
Income	1,277.3	1,418.4
Total expenses	<u>-/- 626.6</u>	<u>-/- 702.4</u>
	650.7	716.0
Adjustments for:		
- depreciation	183.8	187.0
- movement in stocks	-/- 0.6	-/- 1.6
- movements in debtors	-/- 125.7	-/- 9.3
- movements in non-interest-bearing liabilities	<u>0.1</u>	<u>1.0</u>
Cash flow from operating activities	708.3	893.1
Interest received	3.0	6.7
Result on other capital interests	0.1	-/- 1.8
Interest paid	-/- 24.4	-/- 34.2
Profits tax paid	-/- 149.4	-/- 239.3
	<u>-/- 170.7</u>	<u>-/- 268.6</u>
<i>Cash flow from operating activities</i>	537.6	624.5
<i>Cash flow from investing activities</i>		
Investments in tangible fixed assets	-/- 256.8	-/- 113.9
Disposal of tangible fixed assets	20.7	0.2
Investments in associated companies	<u>0.1</u>	<u>0.4</u>
<i>Cash flow from investing activities</i>	-/- 236.0	-/- 113.3
<i>Cash flow from financing activities</i>		
Movements in share capital	-/- 1.3	-
Repayment of long-term liabilities	-/- 200.0	-/- 70.0
Movements in short-term financing	-/- 229.7	359.9
Dividend paid	<u>-/- 155.0</u>	<u>-/- 491.4</u>
<i>Cash flow from financing activities</i>	<u>-/- 586.0</u>	<u>-/- 201.5</u>
<i>Increase in cash and cash equivalents</i>	<u>-/- 284.4</u>	<u>309.7</u>
Cash and cash equivalents at preceding year-end	319.4	9.7
Cash and cash equivalents at year-end	<u>35.0</u>	<u>319.4</u>
	<u>-/- 284.4</u>	<u>309.7</u>

*) Pro forma figures in connection with the treatment of the demerger in the accounts.

AUDITORS REPORT

In our opinion, the consolidated annual figures for the years 2005 and 2004 of N.V. Nederlandse Gasunie, as included in this Offering Circular on pages 68-71, are consistent, in all material respects, with the financial statements for the year 2005 from which they have been derived. We issued an unqualified opinion on these financial statements on March 31 2006; this auditors' report is included in the financial statements for the year referred to.

For a better understanding of the financial position and the results of N.V. Nederlandse Gasunie and of the scope of our audit, the consolidated annual figures should be read in conjunction with the financial statements from which they have been derived and our auditors' report thereon.

Groningen, May 30, 2006

Ernst & Young Accountants

P.J.T.A. van Kleef
J.J. Nooitgedagt

DUTCH TAXATION

The following is intended as general information only and it does not purport to present any comprehensive or complete picture of all aspects of Dutch tax laws which could be of relevance to a holder of Notes, Coupons and/or Talons (hereinafter together referred to as **Notes**). Prospective holders of a Note (hereinafter referred to as **Noteholder**) should therefore consult their tax adviser regarding the tax consequences of any purchase, ownership or disposal of Notes.

The following summary is based on the Dutch tax law as applied and interpreted by Dutch tax courts and as published and in effect on the date hereof, without prejudice to any amendments introduced at a later date and implemented with or without retroactive effect.

The Issuer has been advised that under Dutch tax law the following treatment will apply to the Notes.

For the purpose of this paragraph, **Dutch Taxes** shall mean taxes of whatsoever nature imposed, levied, withheld or assessed by The Netherlands or any political subdivision or taxing authority thereof or therein.

Withholding Tax

Any payments made under the Notes will not be subject to withholding tax or deduction for, or on account of, any Dutch Taxes, except if, de iure or de facto (*rechtens dan wel in feite*):

- (a) (i) any amount whatsoever to be paid under the Notes is dependent, in whole or in part, on the amount of profits realised or distributed by, the Issuer or by an affiliate (*verbonden lichaam*) of the Issuer; and
 - (ii) the Notes do not have a specified final maturity date or have a final maturity date that falls on a date more than 10 years after the date of issue of the Notes; or
- (b) (i) any obligation whatsoever to make a payment under the Notes is dependent, in whole or in part, on the amount of profits realised or distributed by, the Issuer or by an affiliate of the Issuer; and
 - (ii) the Notes do not have a specified final maturity date or have a final maturity date that falls on a date more than 50 years after the date of issue of the Notes; and
 - (iii) the Notes are subordinated.

Taxes on income and capital gains

This section does not purport to describe the possible Dutch tax considerations or consequences that may be relevant to a Noteholder who has a (fictitious) substantial interest (*aanmerkelijk belang*) in the Issuer.

Generally, a Noteholder has a substantial interest if such Noteholder, alone or together with his partner, has, or if certain relatives of the Noteholder or his partner have, directly or indirectly:

- (i) the ownership of, or certain rights over, shares representing five percent or more of the total issued and outstanding capital of the Issuer, or of the issued and outstanding capital of any class of shares of the Issuer; or

- (ii) the rights to acquire shares, whether or not already issued, representing five percent or more of the total issued and outstanding capital of the Issuer, or of the issued and outstanding capital of any class of shares of the Issuer; or
- (iii) certain profit participating certificates that relate to five percent or more of the annual profit of the Issuer or to five percent or more of the liquidation proceeds of the Issuer.

Generally, a Noteholder has a fictitious substantial interest (*fictief aanmerkelijk belang*) if (a) he has disposed of, or is deemed to have disposed of, all or part of a substantial interest or (b) he is an individual and has transferred an enterprise in exchange for shares, on a non-recognition basis.

(a) Residents of The Netherlands

The description of certain Dutch tax consequences in this paragraph is only intended for the following Noteholders:

- (i) individuals who are resident or deemed to be resident in The Netherlands;
- (ii) individuals who opt to be treated as a resident in The Netherlands for purposes of Dutch taxation ((i) and (ii) jointly **Dutch Individuals**); and
- (iii) entities that are subject to the Dutch Corporate Income Tax Act 1969 (**CITA**) and are resident or deemed to be resident of The Netherlands for the purposes of the CITA, excluding:
 - pension funds (*pensioenfondsen*) and other entities, that are fully exempt from Dutch corporate income tax; and
 - entities which are entitled to the participation exemption (*deelnemingsvrijstelling*) with respect to their shares in the Issuer; and
 - Investment institutions (*beleggingsinstellingen*);

(Dutch Corporate Entities).

(i) Dutch Individuals not engaged or deemed to be engaged in an enterprise or receiving benefits from miscellaneous activities

Generally, a Dutch Individual who holds Notes that are not attributable to an enterprise from which he derives profits as an entrepreneur (*ondernemer*) or pursuant to a co-entitlement to the net worth of such enterprise other than as an entrepreneur or a shareholder, or to miscellaneous activities (*overige werkzaamheden*), will be subject annually to an income tax imposed on a fictitious yield on such Notes. The Notes held by such Dutch Individual will be taxed under the regime for savings and investments (*inkomen uit sparen en beleggen*). Irrespective of the actual income or capital gains realized, the annual taxable benefit of all the assets and liabilities of a Dutch Individual that are taxed under this regime, including the Notes, is set at a fixed amount. The fixed amount equals 4 percent of the average net fair market value of these assets and liabilities measured, in general, at the beginning and end of every calendar year. The current tax rate under the regime for savings and investments is a flat rate of 30 percent.

(ii) Dutch Individuals engaged or deemed to be engaged in an enterprise or receiving benefits from miscellaneous activities

Any benefits derived or deemed to be derived from Notes (including any capital gains realized on the disposal thereof) that are either attributable to an enterprise from which a Dutch Individual derives profits, whether as an entrepreneur or pursuant to a co-entitlement to the net worth of such enterprise (other than as an entrepreneur or a shareholder), or attributable to miscellaneous activities are generally subject to income tax in the Dutch Individual's hands at statutory progressive rates with a maximum of 52 percent.

(iii) Dutch Corporate Entities

Any benefits derived or deemed to be derived from Notes (including any capital gains realized on the disposal thereof) that are held by a Dutch Corporate Entity are generally subject to corporate income tax at statutory rates, currently 29.6 percent.

(b) Non-residents of The Netherlands

A Noteholder other than a Dutch Individual or Dutch Corporate Entity will not be subject to any Dutch taxes on income or capital gains in respect of the ownership and disposal of the Notes, other than withholding tax as described above, except if:

- the Noteholder derives profits from an enterprise, whether as entrepreneur or pursuant to a co-entitlement to the net worth of such enterprise other than as an entrepreneur or a shareholder, which enterprise is, in whole or in part, carried on through a permanent establishment (*vaste inrichting*) or a permanent representative (*vaste vertegenwoordiger*) in The Netherlands, to which Notes are attributable; or
- the Noteholder is an individual and derives benefits from miscellaneous activities (*resultaat uit overige werkzaamheden*) performed in The Netherlands in respect of Notes, including, without limitation, activities which are beyond the scope of active portfolio investment activities.

Gift tax or inheritance tax

No Dutch Taxes are due in respect of any gift of the Notes by, or inheritance of the Notes on the death of, a Noteholder, except if:

- (a) the Noteholder is a resident, or is deemed to be a resident, of The Netherlands; or
- (b) the Noteholder, at the time of the gift or death, has an enterprise (or an interest in an enterprise) which is, in whole or in part, carried on through a permanent establishment or permanent representative in The Netherlands to which the Note is attributable; or
- (c) the Noteholder passes away within 180 days after the date of the gift of the Notes and is not, or not deemed to be, at the time of the gift, but is, or deemed to be, at the time of his death, resident of The Netherlands.

Other taxes

No other Dutch Taxes, such as turnover tax, or other similar tax or duty (including stamp duty and court fees), are due by the Issuer by reason only of the issue, acquisition or transfer of the Notes.

EC Council Directive

Directive 2003/48/EC provides for the tax authorities of the Member States to provide each other with details of payments of interest and similar income made to individuals who are the beneficial owner of those payments, but permits Austria, Belgium and Luxembourg instead to impose a withholding tax on the payments concerned for a "transitional period". The Directive also provides that no such withholding tax should be levied where the beneficial owner of the payment authorises an exchange of information and/or where the beneficial owner presents a certificate from the tax authority of the Member State in which the beneficial owner is resident. A number of non-EU countries and certain dependent or associated territories have agreed to adopt similar measures (in certain cases on a reciprocal basis). The Directive does not preclude Member States from levying other types of withholding tax.

SUBSCRIPTION AND SALE

The Dealers have, in a programme agreement (the **Programme Agreement**) dated 30 May 2006, agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under "*Terms and Conditions of the Notes*". In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

United States

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act) except in certain transactions exempt from the registration requirements of the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Notes (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of Notes on a syndicated basis, the relevant lead manager, of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Each issuance of Index Linked Notes or Dual Currency Notes shall be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer may agree as a term of the issuance and purchase of such Notes, which additional selling restrictions shall be set out in the applicable Final Terms.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the **Relevant Implementation Date**) it has not made and will not make an offer of Notes to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of Notes to the public in that Relevant Member State:

- (a) in (or in Germany, where the offer starts within) the period beginning on the date of publication of a prospectus in relation to those Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive and ending on the date which is 12 months after the date of such publication;
- (b) at any time to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;
- (c) at any time to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000 and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts; or
- (d) at any time in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Notes to the public" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression **Prospectus Directive** means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

The Netherlands

Zero Coupon Notes in definitive form and other Notes which qualify as savings certificates as defined in the Dutch Savings Certificates Act (*Wet inzake spaarbewijzen*) may only be transferred or accepted through the mediation of either the Issuer or a Member of Euronext Amsterdam N.V. with due observance of the Savings Certificates Act and its implementing regulations (including registration requirements), provided that no mediation is required in respect of (i) the initial issue of those Notes to the first holders thereof, (ii) any transfer and delivery by individuals who do not act in the conduct of a profession or trade, and (iii) the issue and trading of those Notes, if they are physically issued outside The Netherlands and are not distributed in The Netherlands in the course of primary trading or immediately thereafter.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Republic of Italy

The offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of the Offering Circular or of any other document relating to the Notes be distributed in the Republic of Italy, except:

- (i) to professional investors (*operatori qualificati*) (the **Professional Investors**), as defined in Article 31, second paragraph, of CONSOB (the Italian Securities Exchange Commission) Regulation No. 11522 of 1 July 1998, as amended (**Regulation No. 11522**); or
- (ii) in circumstances which are exempted from the rules on solicitation of investments pursuant to Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the **Financial Services Act**) and Article 33, first paragraph, of CONSOB Regulation No. 11971 of 14 May 1999, as amended.

Any offer, sale or delivery of the Notes or distribution of copies of the Offering Circular or any other document relating to the Notes in the Republic of Italy under (i) or (ii) above must be:

- (a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, Regulation No. 11522 and Legislative Decree No. 385 of 1 September 1993, as amended (the **Banking Act**); and
- (b) in compliance with Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the issue or the offer of securities in the Republic of Italy may need to be preceded and followed by an appropriate notice to be filed with the Bank of Italy depending, *inter alia*, on the aggregate value of the securities issued or offered in the Republic of Italy and their characteristics; and
- (c) in compliance with any other applicable laws and regulations.

Please note that Article 100 *bis* of the Financial Services Act (currently expected to come into force upon issue of implementing regulation by CONSOB) provides that, in the case of offerings of the Notes addressed to Professional Investors only (as described under (i) above), in connection with any subsequent distribution in the Republic of Italy of the Notes within one year from the issue date, any intermediary distributing the Notes in the Republic of Italy may be responsible for the solvency of the issuer of such Notes *vis-à-vis* purchasers who are not Professional Investors unless a prospectus or an information memorandum, drafted in accordance with the requirements set forth by CONSOB, has been provided.

France

Each of the Dealers and the Issuer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold and will not offer or sell, directly or indirectly, Notes to the public in France, and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, this Offering Circular, the relevant Final Terms or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to (a) providers of investment services relating to portfolio management for the account of third parties, and/or (b) qualified investors (*investisseurs qualifiés*), all as defined in, and in accordance with, articles L.411-1, L.411-2, D.411-1 of the French *Code monétaire et financier*.

Japan

The Notes have not been and will not be registered under the Securities and Exchange Law of Japan (the **Securities and Exchange Law**) and each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Securities and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Offering Circular and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any of the other Dealers shall have any responsibility therefor.

None of the Issuer and the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer will be required to comply with such other restrictions as the Issuer and the relevant Dealer shall agree and as shall be set out in the applicable Final Terms.

GENERAL INFORMATION

Authorisation

The establishment of the Programme and each issue of Notes have been duly authorised by a resolution of the Board of Directors of the Issuer dated 23 May 2006.

Listing of Notes

Application has been made to Euronext Amsterdam to allow Notes issued under the Programme to be admitted to trading on Eurolist by Euronext Amsterdam.

Documents Available

For the period of 12 months following the date of this Offering Circular, copies of the following documents will, when published, be available free of charge, from the registered office of the Issuer and from the specified office of the Paying Agent for the time being in Amsterdam:

- (a) the Memorandum and the Articles of Association of the Issuer;
- (b) the annual reports of the Issuer (containing the audited financial statements of the Issuer) in respect of the financial years ended 31 December 2004 and 31 December 2005 (with an English translation thereof), in each case together with the audit reports prepared in connection therewith;
- (c) the Programme Agreement, the Agency Agreement and the forms of the Global Notes, the Notes in definitive form, the Receipts, the Coupons and the Talons;
- (d) a copy of this Offering Circular;
- (e) any future offering circulars, prospectuses, information memoranda and supplements including Final Terms (save that a Final Terms relating to a Note which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the Issuer and the Paying Agent as to its holding of Notes and identity) to this Offering Circular and any other documents incorporated herein or therein by reference; and
- (f) in the case of each issue of Notes admitted to trading on Eurolist by Euronext Amsterdam subscribed pursuant to a subscription agreement, the subscription agreement (or equivalent document).

Clearing Systems

The Notes have been accepted for clearance through Euroclear, Euroclear Netherlands and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Tranche of Notes allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms. If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg and the address of Euroclear Netherlands is Damrak 70, 1012 LM Amsterdam.

Conditions for determining price

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions.

Significant or Material Change

There has been no significant change in the financial or trading position of the Issuer since the date of the most recently published accounts, whether annual or interim and there has been no material adverse change in the financial position or prospects of the Issuer since the date of the most recently published audited accounts, whether annual or interim.

Litigation

Other than as disclosed on page 60, the Issuer is not or has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of the Issuer.

Auditors

The auditors of the Issuer are Ernst & Young Accountants, (*Registeraccountants*), who have audited the Issuer's accounts, without qualification, in accordance with generally accepted auditing standards in The Netherlands for the financial year ended on 31 December 2004 and in accordance with IAS/IFRS for the financial year ended on 31 December 2005. Ernst & Young is a member of *Nederlands Instituut voor Register Accountants*.

The reports of the auditors of the Issuer are included or incorporated in the form and context in which they are included or incorporated, with the consent of the auditors who have authorised the contents of that part of this Offering Circular.

Post-issuance information

The Issuer does not intend to provide any post-issuance information in relation to any issues of Notes.

Applicants will be informed of the amount allotted by the intermediary banks through which they place their orders.

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