

渣打國際商業銀行承銷「ABN AMRO Bank N.V. USD 60,000,000 2.75 Per Cent. Senior Unsecured Fixed Rate Notes due April 2021」之美元計價普通公司債公告

渣打國際商業銀行等(以下稱承銷商)承銷「ABN AMRO Bank N.V. USD 60,000,000 2.75 Per Cent. Senior Unsecured Fixed Rate Notes due April 2021」之美元計價普通公司債(以下稱本公司債)，本公司債發行總金額為美金 60,000,000 元整，由承銷商洽商銷售本公司債金額為 60,000,000 元整，茲將銷售辦法公告於後：

一、證券承銷商名稱、地址、總承銷數量、證券承銷商先行保留洽商銷售數量

承銷商名稱	地址	洽商銷售金額
群益金鼎證券股份有限公司	台北市 11073 松仁路 101 號群益金融大樓 15 樓	美金 30,000,000 元整
兆豐國際商業銀行股份有限公司	台北市吉林路 100 號	美金 20,000,000 元整
渣打國際商業銀行股份有限公司	台北市松山區敦化北路 168 號 1 樓	美金 10,000,000 元整

二、承銷總額：總計美金 60,000,000 元整。

三、承銷方式：本公司債將由承銷商包銷並以「洽商銷售」方式出售予投資人。

四、承銷期間：本公司債定價日為 2016 年 3 月 14 日，於 2016 年 4 月 1 日辦理承銷公告並於 2016 年 4 月 6 日發行。

五、承銷價格：承銷商於銷售期間內依本公司債票面金額銷售，以美金壹佰萬元整為最低銷售單位，發行價格為 100%。

六、本公司債主要發行條件：

(一) 發行日：2016 年 4 月 6 日。

(二) 到期日：2021 年 4 月 6 日。

(三) 發行人評等：A2 (Moody's) / A (S&P) / A (Fitch)。

(四) 受償順位：無擔保主順位債券。

(五) 票面金額：美金壹佰萬元整。

(六) 票面利率：2.75%

(七) 付息及還本方式：本債券為固定利率債券。發行人將每年付息，並於債券到期日一次還本

(八) 營業日：紐約及倫敦之商業銀行對外營業之日。

(九) 準據法：荷蘭法

(十) 債券掛牌處所：中華民國櫃檯買賣中心。

七、銷售限制：於台灣銷售僅限財團法人中華民國證券櫃檯買賣中心外幣計價國際債券管理規則第二條之一所定義之專業投資人，另依中華民國證券商業同業公會證券商承銷或再行銷售有價證券處理辦法第三十二條之規定，每一認購人認購數量不得超過該次承銷總數之百分之八十，惟認購人為政府基金者不在此限。

八、通知、繳交價款及交付本公司債方式：承銷商於發行日前通知投資人繳交價款之方式，投資人於發行日以 Euroclear 或 Clearstream(DVP)完成交割或於發行日將本公司債之認購款項匯入承銷商指定帳戶，承銷商將本公司債撥入投資人所指定之集保帳戶。

九、公開說明書之交付方式：如經投資人同意承銷商得以電子郵件方式交付公開說明書，投資人並得至公開資訊觀測站

(<http://mops.tse.com.tw>)，渣打銀行(台灣)網址(<http://sc.com/tw>)，群益金鼎證券網址(<http://capital.com.tw>)或兆豐國際商銀網址(<http://megabank.com.tw>)查詢。

十、會計師對發行人最近三年度財務資料之查核簽證意見 年度 會計師事務所 會計師姓名 查核意見

年度	會計師事務所	會計師姓名	查核意見
2014 Annual Report	KPMG Accountants N.V.	Not applicable	non qualified
2013 Annual Report	KPMG Accountants N.V.	Not applicable	non qualified
2012 Annual Report	KPMG Accountants N.V.	Not applicable	non qualified

十一、其他為保護公益及投資人應補充揭露事項：無。

十二、投資人應詳閱本公司債公開說明書。

ABN ARMO Bank N.V.

Issue of USD 60,000,000 2.75 Per Cent. Senior Unsecured Fixed Rate Notes due April 2021

Under the Programme for the issuance of Medium Term Notes

Issue Price: 100 per cent

Issue Date: 6 April 2016

This information package includes: (i) the base prospectus dated 8 July 2015 as supplemented by a supplement dated 6 January 2016 and a supplement dated 17 February 2016, which together constitute a base prospectus (the “Base Prospectus”); (ii) the Subscription Agreement dated 15 March 2016; and (iii) the Final Terms dated 15 March 2016 relating to the issue of Notes (the “Final Terms”, together with the Base Prospectus, the “Information Package.”)

The Notes will be issued by ABN ARMO Bank N.V. (the “Issuer.”)

Application will be made by the Issuer for the Notes to be listed on the Taipei Exchange (the “TPEX”) in the Republic of China.

The Notes will be traded on the TPEX pursuant to the applicable rules of the TPEX. Effective date of listing and trading of the Notes is on or about 6 April 2016.

TPEX is not responsible for the content of the Information Package and no representation is made by TPEX to the accuracy or completeness of the Information Package. TPEX expressly disclaims any and all liability for any losses arising from, or as a result of the reliance on, all or part of the contents of this Information Package. Admission to the listing and trading of the Notes on the TPEX shall not be taken as an indication of the merits of the Issuer or the Notes.

The Notes have not been, and shall not be, offered, sold or re-sold, directly or indirectly to investors other than “professional investors” (“Professional Investors”) as defined under the Article 2-1 of the Taipei Exchange Rules Governing Management of Foreign Currency Denominated International Bonds (the “TPEX Rules”). Purchasers of the Notes are not permitted to sell or otherwise dispose of the Notes except by transfer to Professional Investors.

Under the TPEX Rules, “Professional Investors” include “professional institutional investors” as defined under Paragraph 2, Article 4 of the Financial Consumer Protection Act, funds and individual meeting certain criteria as set forth under the TPEX Rules.

Lead Manager

Standard Chartered Bank (Taiwan) Limited

Managers

Capital Securities Corp.

Mega International Commercial Bank Co., Ltd.

SUBSCRIPTION AGREEMENT

ABN AMRO BANK N.V.

**ISSUE OF
USD 60,000,000 2.75 PER CENT. SENIOR UNSECURED FIXED RATE NOTES DUE
APRIL 2021**

Dated as of 15 March 2016

To: Standard Chartered Bank (Taiwan) Limited
(the "**Lead Manager**")

Capital Securities Corp.
Mega International Commercial Bank Co., Ltd.
(together with the Lead Manager: the "**Managers**")

c/o Standard Chartered Bank (Taiwan) Limited
1F, No. 168 Tun Hwa North Road
Taipei
Taiwan

cc: ABN AMRO Bank N.V. (as Agent)
Kemelstede 2
4817 ST Breda
The Netherlands

Dear Sirs,

ABN AMRO Bank N.V. (the "**Issuer**") proposes to issue USD 60,000,000 2.75 per cent. Senior Unsecured Fixed Rate Notes due April 2021 (the "**Notes**") pursuant to its Programme for the issuance of Medium Term Notes. The terms of the issue shall be as set out in the form of the Final Terms (the "**Final Terms**") attached to this Agreement as Annex A.

This Agreement is supplemental to the Programme Agreement dated 8 July 2015 (the "**Programme Agreement**") made between, *inter alios*, the Issuer and the Dealers party thereto. The provisions of the Programme Agreement applicable to the issue of the Notes shall, save to the extent varied by this Agreement, be deemed to be incorporated in this Agreement. All terms with initial capitals used herein without definition have the meanings given to them in the Programme Agreement.

The Notes are intended to be listed on the Taipei Exchange (the "**TPEX**") in the Republic of

China (Taiwan) (the "**ROC**") and application will be made to the TPEX for listing of, and permission to deal in, the Notes by way of debt issues to the professional investors as defined under Paragraph 1, Article 2-1 of the Taipei Exchange Rules Governing Management of Foreign Currency Denominated International Bonds (the "**Professional Investors**").

We wish to record the arrangements agreed between us in relation to the issue:

1. This Agreement appoints each Manager (each a "**New Dealer**") as a New Dealer in accordance with the provisions of Clause 11 of the Programme Agreement for the purposes of the issue of the Notes. The Lead Manager confirms that it is in receipt of the documents referenced below:
 - (i) a copy of the Programme Agreement; and
 - (ii) a copy of such of the documents referred to in Appendix A of the Programme Agreement as the Lead Manager (on behalf of the Managers) has requested.

Each New Dealer, accordingly, confirms that all such documents have been found by it to be satisfactory or that it has waived its right to object to any such document.

For the purposes of the Programme Agreement the details of the Lead Manager for service of notices are as follows:

Standard Chartered Bank (Taiwan) Limited

1F, No. 168 Tun Hwa North Road

Taipei

Taiwan

Telephone: +886-2-6606-9456

Fax: +886-2-2718-1691

Attention: Michelle Lai

In consideration of the Issuer appointing each New Dealer as a Dealer in respect of the issue of the Notes under the Programme Agreement, each New Dealer hereby undertakes, for the benefit of the Issuer and each of the other Dealers that, in relation to the issue of the Notes, it will perform and comply with all the duties and obligations expressed to be assumed by a Dealer under the Programme Agreement, a copy of which it acknowledges it has received from the Lead Manager. Notwithstanding anything contained in the Programme Agreement, each New Dealer shall be vested with all authority, rights, powers, duties and obligations of a Dealer in relation to the issue of the Notes as if originally named as a Dealer under the Programme Agreement **provided that** following the Issue Date of the Notes each New Dealer shall have no further such authority, rights, powers, duties or obligations

except such as may have accrued or been incurred prior to, or in connection with, the issue of the Notes.

2. Subject to the terms and conditions of the Programme Agreement and this Agreement, the Issuer hereby agrees to issue the Notes and the Managers jointly and severally agree to purchase the Notes at a purchase price of 99.75% of the principal amount of the Notes (the "**Purchase Price**"), being the issue price of 100% less a selling concession and a management and underwriting commission of 0.25% of such principal amount. As among the Managers, the Managers have agreed to allocate the Notes and the management and underwriting commission as set out in Annex B (*Manager Underwriting Commitments*) hereto.
3. The settlement procedures set out in Part 2 of Annex 1 to the Procedures Memorandum shall apply as if set out in this Agreement on the basis that:
 - (i) the sum payable on the Issue Date shall represent the Purchase Price less any amount payable in respect of the Managers' expenses pursuant to the agreement referred to in Clause 4 of this Agreement;
 - (ii) "**Issue Date**" means 11:00 a.m. (Amsterdam time) on 6 April 2016 or such other time and/or date as the Issuer and the Lead Manager on behalf of the Managers may agree; and
 - (iii) "**Payment Instruction Date**" means the Issue Date unless there is to be a pre-closing for the issue in which case it means the business day (being a day on which banks and foreign exchange markets are open for business in London) prior to the Issue Date.
4. The arrangements in relation to expenses have been separately agreed between the Issuer and the Lead Manager. All underwriting related expenses or commission will not be compensated or returned to the Issuer or its affiliate or any designated person thereof in other ways or under other names.
5. The Issuer represents and warrants to, and agrees with, the Managers, that none of the Issuer or, to the knowledge of the Issuer, any director, supervisor, president, chief financial officer of the Issuer, or officer, employee associated with or acting on behalf of the Issuer has requested or received from the Managers underwriting related expenses or commission to be compensated or returned to the Issuer or its affiliate or any designated person thereof in other ways or under other names.

6. The obligation of the Managers to purchase the Notes is conditional upon:
- (i) the conditions set out in Clause 3.2 (other than that set out in paragraph (e) of Clause 3.2) of the Programme Agreement being satisfied as of the Payment Instruction Date and, without prejudice to the aforesaid, the Base Prospectus dated 8 July 2015, as supplemented by a supplement dated 6 January 2016 and a supplement dated 17 February 2016, including the Registration Document dated 28 May 2015, as supplemented, containing all material information relating to the assets and liabilities, financial position, profits and losses of the Issuer and nothing having happened or being expected to happen which would require the Base Prospectus, as so supplemented, to be further supplemented or updated; and
 - (ii) the delivery to the Lead Manager on the Payment Instruction Date of:
 - (A) a legal opinion addressed to the Managers dated the Payment Instruction Date in such form and with such contents as the Lead Manager, on behalf of the Managers, may reasonably require from Clifford Chance LLP, the legal advisers to the Issuer as to Dutch law and from Baker & McKenzie LLP, Taipei, the legal advisers to the Issuer as to certain matters of Taiwanese law; and
 - (B) a certificate dated as at the Payment Instruction Date signed by a duly authorised officer of the Issuer giving confirmation to the effect stated in paragraph (i) of this Clause.

If any of the foregoing conditions is not satisfied on or before the Payment Instruction Date, this Agreement shall terminate on such date and the parties hereto shall be under no further liability arising out of this Agreement (except for any liability of the Issuer or the Managers in relation to expenses pursuant to the agreement referred to in Clause 4 of this Agreement and except for any liability arising before or in relation to such termination), **provided that** the Lead Manager (on behalf of the Managers) may in its discretion waive any of the aforesaid conditions (other than the condition precedent contained in paragraph (c) of Clause 3.2 of the Programme Agreement) or any part of them.

7. The Lead Manager (on behalf of the Managers) may, by notice to the Issuer, terminate this Agreement at any time prior to payment of the net purchase money to the Issuer if in the opinion of the Lead Manager there shall have been such a change in national or international financial, political or economic conditions or currency exchange rates or

exchange controls as would in its reasonable view be likely to prejudice materially the success of the offering and distribution of the Notes or dealings in the Notes in the secondary market and, upon such notice being given, the parties to this Agreement shall (except for any liability of the Issuer or the Managers in relation to expenses pursuant to the agreement referred to in Clause 4 of this Agreement and except for any liability arising before or in relation to termination) be released and discharged from their respective obligations under this Agreement.

8. The Managers agree as between themselves that execution of this Agreement will constitute acceptance by each Manager of the International Capital Market Association Standard Form Agreement Among Managers Version 1 (the "**Agreement Among Managers**") as amended in the manner set out below, on the basis that:

- (i) references to the 'Settlement Lead Manager' shall mean Standard Chartered Bank (Taiwan) Limited;
- (ii) the Managers agree as between themselves to amend the Agreement Among Managers by replacing section 13 of the Agreement Among Managers with the following:

"This Agreement and any obligation arising out of or in connection with this Agreement, including this Section 13 hereof, shall be governed by and construed in accordance with the laws of the Netherlands. With respect to any suit, action, proceeds or dispute arising out of or in connection with obligations arising out of or in connection with this Agreement ('Proceedings'), each party irrevocably submits to the jurisdiction of the Amsterdam courts and waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have jurisdiction over such party. Nothing in this Agreement precludes any party from bringing Proceedings in any other jurisdiction nor will the bringing of Proceedings in any one or more jurisdictions preclude the bringing of Proceedings in any such other jurisdiction."

9. The Issuer hereby appoints the Lead Manager and the Lead Manager agrees to act as the filing agent for the Issuer to assist the Issuer in making the required reporting to the Central Bank of the Republic of China (Taiwan) and filing with the TPEX of the application to list and trade the Notes on the TPEX. The Issuer hereby authorizes and appoints the Lead Manager and the Lead Manager agrees to act as the quotation agent

for the Notes in accordance with Article 24-1 of the TPEX Rules Governing Management of Foreign Currency Denominated International Bonds for so long as the Notes are listed on the TPEX.

10. (1) This Agreement and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, the laws of The Netherlands.
- (2) The Issuer hereby irrevocably submits for the exclusive benefit of the Managers to the jurisdiction of the courts of Amsterdam, The Netherlands, judging in first instance, and its appellate courts. Without prejudice to the foregoing, the Issuer further irrevocably agrees that any suit, action or proceedings arising out of or in connection with this Agreement may be brought in any other court of competent jurisdiction. The substantive validity of this sub clause 10(2) shall also be governed by Dutch law.
11. The Notes have not been, and shall not be, offered, sold or re-sold, directly or indirectly, in the ROC, to investors other than the "Professional Investors" as defined under Paragraph 1, Article 2-1 of the Taipei Exchange Rules Governing Management of Foreign Currency Denominated International Bonds.
12. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement and any party may enter into this Agreement by executing a counterpart.

EXECUTION COPY

Please confirm that this letter correctly sets out the arrangements agreed between us.

Yours faithfully,

For: **ABN AMRO BANK N.V.** (as Issuer)



By:
Marco Evertsen




Daniëlle Boerendans
ABN AMRO Bank N.V.
ALM/Treasury

By:

We agree to the foregoing.

CAPITAL SECURITIES CORP.

By:   By:

For: **MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD.**

By: By:

For: **STANDARD CHARTERED BANK (TAIWAN) LIMITED**

By:

We agree to the foregoing.

CAPITAL SECURITIES CORP.

By: By:

For: **MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD.**

By:  By:

For: **STANDARD CHARTERED BANK (TAIWAN) LIMITED**

By:

We agree to the foregoing.


CAPITAL SECURITIES CORP.

By: By:

For: **MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD.**

By: By:

For: **STANDARD CHARTERED BANK (TAIWAN) LIMITED**

By: 

ANNEX A TO THE SUBSCRIPTION AGREEMENT

FINAL TERMS

[Hard copy attached]

15 March 2016

FINAL TERMS**ABN AMRO Bank N.V.**

(incorporated in The Netherlands with its statutory seat in Amsterdam and registered in the Commercial Register of the Chamber of Commerce under number 34334259)

**ISSUE OF USD 60,000,000 2.75 PER CENT. SENIOR UNSECURED FIXED RATE
NOTES DUE APRIL 2021
(the "Notes")**

under the Programme for the issuance of Medium Term Notes

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the base prospectus dated 8 July 2015 as supplemented by a supplement dated 6 January 2016 and a supplement dated 17 February 2016, which together constitute a base prospectus (the "**Base Prospectus**"). This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with the Base Prospectus. 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 Base Prospectus. The Base Prospectus has been published on www.abnamro.com/debtinvestors. Any information contained in or accessible through any website, including <http://www.abnamro.com/ir>, does not form a part of the Base Prospectus, unless specifically stated in the Base Prospectus, in any supplement hereto or in any document incorporated or deemed to be incorporated by reference in the Base Prospectus that all or any portion of such information is incorporated by reference in the Base Prospectus.

1.	Issuer:	ABN AMRO Bank N.V.
2.	(i) Series Number:	258
	(ii) Tranche Number:	1
	(iii) Date on which the Notes become fungible:	Not Applicable
3.	Specified Currency or Currencies:	US dollar ("\$")
4.	Aggregate Nominal Amount:	
	– Tranche:	\$ 60,000,000
	– Series:	\$ 60,000,000
5.	Issue Price of Tranche:	100 per cent. of the Aggregate Nominal Amount

6.	(a)	Specified Denominations:	\$ 1,000,000
	(b)	Calculation Amount	\$ 1,000,000
7.	(i)	Issue Date:	6 April 2016
	(ii)	Interest Commencement Date:	Issue Date
8.		Maturity Date:	6 April 2021
9.		Interest Basis:	2.75 per cent. Fixed Rate (See paragraph 14 below)
10.		Redemption/Payment Basis:	Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at 100 per cent. of their nominal amount.
11.		Change of Interest Basis:	Not Applicable
12.		Put/Call Options:	Not Applicable
13.		Status of the Notes:	Senior

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14.		Fixed Rate Note Provisions	Applicable
	(i)	Rate(s) of Interest:	2.75 per cent. per annum payable in arrear on each Interest Payment Date.
	(ii)	Interest Payment Date(s):	6 April in each year up to and including the Maturity Date in each case subject to adjustment in accordance with the Modified Following Business Day Convention and Taipei, Target 2, New York and London as Business Centres for the definition of "Business Day", Unadjusted
	(iii)	Fixed Coupon Amount(s):	\$ 27,500 per Calculation Amount
	(iv)	Broken Amount(s):	Not Applicable
	(v)	Day Count Fraction:	Actual/360, as defined in Condition 4(b) (<i>Interest on Floating Rate Notes</i>)
15.		Floating Rate Note Provisions	Not Applicable
16.		Zero Coupon Note Provisions	Not Applicable

PROVISIONS RELATING TO REDEMPTION

- | | | |
|-----|---|-------------------------------------|
| 17. | Issuer Call: | Not Applicable |
| 18. | Investor Put: | Not Applicable |
| 19. | Regulatory Call: | Not Applicable |
| 20. | Final Redemption Amount of each Note: | \$ 1,000,000 per Calculation Amount |
| 21. | Early Redemption Amount(s) payable on redemption for taxation reasons or on event of default: | \$ 1,000,000 per Calculation Amount |
| 22. | Variation or Substitution: | Not Applicable |
| 23. | Condition 16 (Substitution of the Issuer) applies: | Yes |

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- | | | |
|-----|--|---|
| 24. | Form of Notes: | |
| | (a) Form: | Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for definitive Notes only upon an Exchange Event |
| | (b) New Global Note: | Yes |
| 25. | Financial Centre(s): | Not Applicable |
| 26. | Talons for future Coupons to be attached to definitive Notes (and dates on which such Talons mature): | No |
| 27. | For the purposes of Condition 13, notices to be published in the Financial Times (generally yes, but not for domestic issues): | Yes |

- | | | |
|-----|---|---|
| 28. | Whether Condition 7(a) of the Notes applies (in which case Condition 6(b) of the Notes will not apply) or whether Condition 7(b) and Condition 6(b) of the Notes apply: | Condition 7(b) and Condition 6(b) apply |
| 29. | Calculation Agent as referred to in Condition 5(d): | Not Applicable |

Signed on behalf of ABN AMRO Bank N.V.:

By: _____

Duly authorised

By: _____

Duly authorised

PART B – OTHER INFORMATION**1. LISTING AND ADMISSION TO TRADING**

Listing and admission to trading: Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on Taipei Exchange (TPEX) with effect from 6 April 2016.

2. RATINGS

Ratings: The Notes to be issued have not been rated.

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

Save for any fees payable to the Managers, so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The Managers and its affiliates have engaged and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for the Issuer and its affiliates in the ordinary course of business.

4. YIELD

Indication of yield: 2.75 per cent.

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

5. OPERATIONAL INFORMATION

- | | | |
|-------|--|--|
| (i) | ISIN Code: | XS1382491238 |
| (ii) | Common Code: | 138249123 |
| (iii) | 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 |
| (iv) | Delivery: | Delivery against payment |
| (v) | Names and addresses of initial Paying Agent(s) (if any): | ABN AMRO Bank N.V.
Kemelstede 2
4817 ST Breda
The Netherlands |
| (vi) | Names and addresses of additional Paying Agent(s) | Not Applicable |

(if any):

- (vii) Intended to be held in a manner which would allow Eurosystem eligibility: Yes. Note that the designation “yes” does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.

The Notes will be deposited initially upon issue with one of the ICSDs acting as common safekeeper.

6. DISTRIBUTION

- (i) Method of distribution: Non-syndicated
- (ii) Names of Managers: **as Lead Manager:**
Standard Chartered Bank (Taiwan) Limited
as Managers:
Capital Securities Corp.
Mega International Commercial Bank Co., Ltd.
- (iii) Stabilisation Manager(s) (if any): Not Applicable
- (iv) U.S. Selling Restrictions: Regulation S Category 2; TEFRA D
- (v) Additional selling restrictions: R.O.C. Selling Restrictions

The Notes have not been, and shall not be, offered, sold or re-sold, directly or indirectly, in the Republic of China (Taiwan), to investors other than "professional investors" as defined under Paragraph 1, Article 2-1 of the Taipei Exchange Rules Governing Management of Foreign Currency Denominated International Bonds ("**Professional Investors**"). Purchasers of the Notes are not permitted to sell or otherwise dispose of the Notes except by transfer to a Professional Investor.

ANNEX B TO THE SUBSCRIPTION AGREEMENT

MANAGER UNDERWRITING COMMITMENTS

<i>Manager</i>	<i>Commitment</i>	<i>Commission</i>
Capital Securities Corp.	USD 30,000,000	USD 30,000
Mega International Commercial Bank Co., Ltd.	USD 20,000,000	USD 20,000
Standard Chartered Bank (Taiwan) Limited	USD 10,000,000	USD 100,000
Total	USD 60,000,000	USD 150,000