

Knobel Jeff A  
Form 4  
May 07, 2013

**FORM 4**

**UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

OMB APPROVAL

OMB Number: 3235-0287  
Expires: January 31, 2005  
Estimated average burden hours per response... 0.5

Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

**STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES**

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person \*  
Knobel Jeff A

(Last) (First) (Middle)

10 LONGS PEAK DRIVE

(Street)

BROOMFIELD, CO 80005

(City) (State) (Zip)

2. Issuer Name and Ticker or Trading Symbol  
BALL CORP [BLL]

3. Date of Earliest Transaction (Month/Day/Year)  
05/03/2013

4. If Amendment, Date Original Filed(Month/Day/Year)

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

\_\_\_\_ Director \_\_\_\_\_ 10% Owner  
 Officer (give title below) \_\_\_\_\_ Other (specify below)  
Vice President & Treasurer

6. Individual or Joint/Group Filing(Check Applicable Line)  
 Form filed by One Reporting Person  
\_\_\_\_ Form filed by More than One Reporting Person

**Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned**

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
				Code V Amount (A) or (D) Price			
Common Stock	05/03/2013		J <sup>(1)</sup>	1,000 A \$ 45.34	17,770.1732	D	
Common Stock	05/03/2013		F <sup>(2)</sup>	467 D \$ 45.34	17,303.1732	D	
Common Stock					891.676	I	401K <sup>(3)</sup>

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

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SEC 1474 (9-02)

number.

**Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned**  
(e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)	5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)	6. Date Exercisable and Expiration Date (Month/Day/Year)	7. Title and Amount of Underlying Securities (Instr. 3 and 4)	8. Price or Amount of Underlying Securities (Instr. 3 and 4)
Restricted Stock Units	(4)	05/03/2013		J <sup>(5)</sup>	1,000	<sup>(5)</sup> <sup>(5)</sup>	Common Stock	1,000 \$ 4

## Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
Knobel Jeff A 10 LONGS PEAK DRIVE BROOMFIELD, CO 80005			Vice President & Treasurer	

## Signatures

/s/ Janice L. Rodriguez, attorney-in-fact for Mr. Knobel  
 Date: 05/07/2013

\_\_Signature of Reporting Person

Date

## Explanation of Responses:

- \* If the form is filed by more than one reporting person, see Instruction 4(b)(v).
- \*\* Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).
- (1) Common stock acquired upon the lapse of Table II Restricted Stock Units.
- (2) Shares withheld for the payment of the tax obligation of the lapse of restrictions on Table II Restricted Stock Units.
- (3) Total number of 401(k) Plan shares acquired through periodic dividend reinvestment, participant's contributions and employer matching contributions.
- (4) Each restricted stock unit represents a contingent right to receive one share of Ball Corporation Common Stock.
- (5) Lapse of restricted stock units.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure. Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. 6.2, respectively), cannot be fulfilled and ABN AMRO does not elect to waive that or those conditions, ABN AMRO may, but is not required to, terminate this Merger Protocol with immediate effect. The right

to terminate this Merger Protocol under this Clause 19.1 shall not be available to either Party if its failure to comply with any provisions of this Merger Protocol has been the cause of, or materially contributed, to the failure of any Pre-Offer Condition or Offer Condition to be fulfilled. Any dispute in relation to determining whether a Pre-Offer Condition or an Offer Condition cannot be fulfilled shall be settled by the Binding Advisor by way of a binding advice (*bindend advies*) under articles 7:900 Dutch Civil Code in accordance with the Terms Binding Advisor as set forth in **Schedule 7**. Either Party may refer in writing the dispute to the Binding Advisor and request such settlement.

19.2 Barclays may terminate this Merger Protocol with immediate effect if ABN AMRO materially breaches any provision of this Merger Protocol or the Merger Rules to the extent that such breach has or can reasonably be expected to have material adverse repercussions on the Offer or the operation of the Combined Group in accordance with this Merger Protocol. This termination shall not affect the rights that Barclays may have vis-à-vis ABN AMRO for breach of this Merger Protocol.

19.3 ABN AMRO may terminate this Merger Protocol with immediate effect if Barclays materially breaches any provision of this Merger Protocol or the Merger Rules to the extent that such breach has or can reasonably be expected to have material adverse repercussions on the Offer or the operation of the Combined Group in accordance with this Merger Protocol. This termination shall not affect the rights that ABN AMRO may have vis-à-vis Barclays for breach of this Merger Protocol.

19.4 Barclays may terminate this Merger Protocol with immediate effect if any member of the ABN AMRO Boards withdraws, amend, modifies or qualifies their unanimous recommendation of the Offer or makes any contradictory Public Statements as to their position with respect to the Offer (including by way of statements concerning any Alternative Proposal), unless the ABN AMRO Boards shall have reaffirmed by way of a public announcement the ABN AMRO Board Recommendation as soon as possible, but in any event within 24 (twenty four) hours after ABN AMRO or Barclays has become aware of such contradictory Public Statement.

19.5 ABN AMRO may terminate this Merger Protocol with immediate effect if any member of the Barclays Board withdraws, amend, modifies or qualifies their unanimous recommendation of the Offer or makes any contradictory Public Statements as to their position with respect to the Offer (including by way of statements concerning any Proposal in relation to Barclays, unless the Barclays Board shall have reaffirmed by way of a public announcement the Barclays Board Recommendation as soon as possible, but in any event within 24 (twenty four) hours after ABN AMRO or Barclays has become aware of such contradictory Public Statement.

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19.6 In the event that this Merger Protocol is terminated:

19.6.1 by ABN AMRO or Barclays pursuant to:

(a) Clause 12.2.3 (*Recommendation of Competing Offer*); or

(b) Clause 14.1 (*Revocation of Recommendation by the ABN AMRO Boards*); or

(c) Clause 19.1 (*Termination*) following non-fulfilment of any Pre-Offer Condition or Offer Condition where the main cause of such non-fulfilment is a breach by ABN AMRO of this Merger Protocol; or

19.6.2 by Barclays pursuant to:

(a) Clause 19.2 (*Material Breach by ABN AMRO*); or

(b) Clause 19.4 (*Contradictory Public Statement*),

in each case in the absence of (i) a material breach by Barclays of this Merger Protocol; and (ii) Settlement of the Offer or any offer by Barclays for ABN AMRO Shares, having occurred, ABN AMRO shall immediately pay to Barclays an amount of EUR 200 million by way of compensation for loss and damages suffered.

19.7 In the event that this Merger Protocol is terminated:

19.7.1 by ABN AMRO or Barclays pursuant to:

(a) Clause 13.1 (*Revocation of Recommendation by the Barclays Board*); or

(b) Clause 19.1 (*Termination*) following non-fulfilment of any Pre-Offer Condition or Offer Condition where the main cause of such non-fulfilment is a breach by Barclays of this Merger Protocol; or

19.7.2 by ABN AMRO pursuant to

(a) Clause 19.3 (*Material Breach by Barclays*); or

(b) Clause 19.5 (*Contradictory Public Statement*),

in each case in the absence of (i) a material breach by ABN AMRO of this Merger Protocol; and (ii) Settlement of the Offer or any offer by Barclays for ABN AMRO Shares, having occurred, Barclays shall immediately pay to ABN AMRO an amount of EUR 200 million by way of compensation for loss and damages suffered.

19.8 Without prejudice to Clauses 19.2 to 19.7 (inclusive), in the event that this Merger Protocol is terminated pursuant to this Clause 19, none of the Parties shall have any claim against the other Parties, save where the Party is entitled to a payment under this Clause 19 and has not received such payment.

19.9 In the event that this Merger Protocol is terminated pursuant to this Clause 19 each Receiving Party shall, as soon as practicable and on its own initiative and expense so far as it is practicable to do so, (i) return all material embodying, or copies of, Confidential Information to the other or destroy such without keeping any copies thereof, (ii) expunge or destroy any Confidential Information from any computer, word processor or other device and (iii) destroy any notes, analyses, compilations, forecasts, studies, interpretations or other documents prepared by it on the basis of the Confidential Information, provided, however, that the Receiving Party and certain of such Party's advisors shall not be obligated to return, expunge or destroy Confidential Information, or otherwise comply with the provisions of this Clause 19.9 to the extent otherwise required by: (a) any law, regulation, rule or practice; (b) any internal compliance policy or procedure of a banking or other regulated institution that is implemented pursuant to mandatory law or regulations; or (c) any internal policy or procedure relating to the safeguarding or backup storage of electronic data, provided that the confidentiality provi-

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sions of this Merger Protocol shall continue to apply to any information so retained by the Receiving Party or such advisors.

19.10 In the event that this Merger Protocol is terminated pursuant to this Clause 19, each Receiving Party shall at the request of the Disclosing Party, provide the Disclosing Party with a written statement by it and its Representatives to the effect that to the best of their respective knowledge, information and belief, having made all reasonable enquiries, the obligations under Clause 19.9 have been fully complied with, save as otherwise permitted by Clause 19.9.

## **20. MISCELLANEOUS**

20.1 In this Merger Protocol, references to:

- (i) this Merger Protocol, shall include the Recitals and Schedules to this Merger Protocol, each of which constitutes an integral part of this Merger Protocol;
- (ii) Clauses and Schedules, are to the Clauses and Schedules to, this Merger Protocol and include the matters referred to in such Clauses and Schedules;
- (iii) statutes, acts and the like of whatever jurisdiction shall include any modification, re-enactment or extension thereof and any orders, regulations, instruments or other subordinate legislation made there under in force from time to time;
- (iv) the masculine gender shall include the feminine gender and neutral and *vice versa*;
- (v) the singular number shall include the plural and *vice versa*;
- (vi) persons shall include corporate bodies, corporate entities, firms, unincorporated or incorporated associations, foundations and partnerships;
- (vii) the headings are inserted for convenience only and shall not affect the construction of this Merger Protocol;
- (viii) for the purpose of this Merger Protocol, a **Business Day** means a day (other than a Saturday or Sunday) on which banks are generally open in The Netherlands, the United Kingdom and the United States for normal business;
- (ix) reasonable endeavours shall be deemed to refer to endeavours that are commercially reasonable given the intentions of the Party that agrees to use any reasonable endeavours, the objectives that such Party is pursuing upon entering into of this Merger Protocol and the benefits that the relevant Party can reasonably expect to arise for it from the Offer and the Merger. No duty or obligation whatsoever shall be implied, deduced or inferred to exist on the part of such Party to engage in, incur, or commit to undertake any action, cost or expense where such would not be commercially reasonable in light of such Party's intentions, objectives and expected benefits from the Offer and the Merger; and
- (x) in this Agreement, the words include, includes and including shall be construed as if followed by without limitation

20.2 The Parties hereby waive their rights under Clauses 6:265 to 6:272 inclusive and article 6:228 of the Dutch Civil Code (*Burgerlijk Wetboek*) to rescind (*ontbinden*) or nullify (*vernietigen*) on the ground of error (*dwalig*), or demand in legal proceedings the rescission (*ontbinding*) or nullification (*vernietiging*) of, this Merger Protocol.

20.3 The Parties undertake to each other to execute and perform all such deeds, documents, assurances, acts and things and to exercise all powers and rights available to them, in whatever capacity, including the giving of all waivers and consents and the passing of all resolutions reasonably required to ensure that the Parties and their representatives (if any) give effect to their obligations under the provisions of this Merger Protocol.

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- 20.4 If part of this Merger Protocol is or becomes invalid or non-binding, the Parties shall remain bound to the remaining part. The Parties shall replace the invalid or non-binding part by provisions which are valid and binding and the legal effect of which, given the contents and purpose of this Merger Protocol, is, to the greatest extent possible, similar to that of the invalid or non-binding part.
- 20.5 This Merger Protocol shall only be amended or supplemented in writing.
- 20.6 For the purpose of this Merger Protocol, any approval of ABN AMRO shall be deemed to include the approval of the ABN AMRO Boards.
- 20.7 No Party may assign its rights and obligations pursuant to this Merger Protocol, or this legal relationship, to any third party, without the written consent of the other Party except that Barclays may assign its rights under Clause 19.6 to Barclays Bank PLC.
- 20.8 Nothing in this Merger Protocol shall prevent ABN AMRO or Barclays from acting in accordance with Rule 14d-9 and Rule 14e-2 under the Exchange Act with respect to an Alternative Proposal relating to ABN AMRO, or a Proposal in relation to Barclays, as the case may be, provided that such rules will in no way eliminate or modify the effect that any action by such Party pursuant to such rules would otherwise have under this Merger Protocol.
- 20.9 The amounts mentioned in this Agreement are inclusive of any Value Added Tax, chargeable in respect thereof for which the payee is liable to account to the relevant tax authorities.

**21. NOTICES**

- 21.1 Any notices or other formal communication to be provided pursuant to this Merger Protocol (which includes fax, but not email), must be in writing and may be delivered in person, or sent by post or fax (with true copy by post) to the Party to be served as follows:
- 21.1.1 to ABN AMRO and the ABN AMRO Boards at:

ABN AMRO Holding N.V.  
Gustav Mahlerlaan 10  
1082 PP Amsterdam, The Netherlands  
Fax: +31 20 628 6293  
Telephone: +31 20 628 2249  
Attention: the Board of Management

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With a copy (which shall not constitute a notice) to:

ABN AMRO

Fax: +31 20 629 2163

Telephone: +31 651 479 970

Attention: Eva Simon Thomas

NautaDutilh N.V.

Fax: +31 20 71 71 330

Telephone: +31 20 71 71 831

Attention: Hein Hooghoudt

Allen & Overy LLP

Fax: +31 20 674 1837

Telephone: +31 20 674 1191

Attention: Jan Louis Burggraaf

Davis Polk and Wardwell

Fax: +33 156 59 3770

Telephone: +33 156 59 3670

Attention: Margaret Tahyar

21.1.2 to Barclays and the Barclays Board at:

Barclays PLC

Churchill Place 1

Canary Wharf, E14 5HP

London, United Kingdom

Att.: The Group Secretary, Barclays Corporate Secretariat

Fax.: +44 207 116 7696

With a copy (which shall not constitute a notice) to:

Clifford Chance LLP

Attention: Peter Charlton

Telephone: +44 20 70061000

Fax: +44 20 70065555

Attention: Hans Beerlage

Telephone: +31207119000

Fax: +31207119999

Sullivan & Cromwell LLP

Fax: +1 212 558 3588

Telephone: +1 212 558 4000

Attention: H. Rodgin Cohen

Fax: +44 20 7959 8950

Telephone: +44 20 7959 8900

Attention: George H. White



or at such other address or fax number as such Party may notify the other Parties under this Clause. Any notice or other document sent by post shall be sent by recorded delivery post (*aangetekende post met ontvangstbevestiging*) (if the place of destination is the same as its country of origin) or by overnight courier (if its destination is elsewhere).

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21.2 Any notice or other communication shall be deemed to have been given:

21.2.1 if delivered in person, at the time of delivery; or

21.2.2 if sent by post, at 10.00 a.m. on the second Business Day after it was put into the post or at 10.00 a.m. (local time at the place of destination) on the first Business Day after it was put into the post by overnight courier; or

21.2.3 if sent by fax, on the date of transmission, if transmitted before 3.00 p.m. (local time at the place of destination) on any Business Day and in any other case on the Business Day, following the date of transmission).

21.3 In proving the delivery of a notice or other communication, it shall be sufficient to prove that delivery in person was made or that the envelope containing the communication was properly addressed and posted, either by recorded delivery post or by prepaid airmail, as the case may be, or that the fax was properly addressed and transmitted, as the case may be.

21.4 For all matters relating to this Merger Protocol, each Party nominates the address referred to in this Clause as its place of residence.

**22. GOVERNING LAW AND DISPUTES**

22.1 This Merger Protocol, including the arbitration agreement contained in this Clause 22, is governed by, and shall be construed in accordance with, the laws of The Netherlands.

22.2 Except as provided for in Clause 5.6 and 6.8 respectively, all disputes arising out of or in connection with this Merger Protocol or the Offer generally or any agreements resulting from it shall be finally settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute ( **NAI Arbitration Rules** ). The arbitral tribunal shall be composed of 3 (three) arbitrators. Instead of the list-procedure set forth in Article 14 of the NAI Arbitration Rules, the Parties agree to the following method of appointment:

Each Party shall appoint, in the request for arbitration and the short answer respectively, one arbitrator. If a Party fails to appoint such arbitrator in the request for arbitration or the short answer, the appointment shall be made by the President of the LCIA. The 2 (two) arbitrators thus appointed shall appoint the third arbitrator who will act as chairman of the arbitral tribunal. If within 30 (thirty) days after the appointment of the second arbitrator the two arbitrators have not agreed on the third arbitrator, such arbitrator shall be appointed by the President of the LCIA.

22.3 In case of summary arbitral proceedings the Parties agree that, instead of the method of appointment mentioned in Article 42f of the NAI Arbitration Rules, the sole arbitrator shall be appointed by the President of the LCIA as soon as practicable after he receives a copy of the request for summary arbitral proceedings with a request to appoint the arbitrator for such summary arbitral proceedings.

22.4 Any arbitrator to be appointed, whether in summary arbitral proceedings or otherwise, shall be a person with extensive experience in international disputes involving multinationals and the financial sector and with excellent English language skills.

22.5 The place of arbitration shall be Amsterdam, The Netherlands. The arbitral proceedings shall be conducted in the English language. The arbitral tribunal and the sole arbitrator in any summary arbitral proceedings shall decide in accordance with the rules of law.

22.6 Notwithstanding the foregoing, in case either Party is a party to proceedings against a third party in a dispute relating to this Merger Protocol and/or the Offer generally and/or any



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agreements resulting from it, the other Party shall be entitled to demand to be allowed to join and/or intervene in the proceedings pending against that Party.

This Merger Protocol has been signed in two identical copies on 23 April 2007.

For and on behalf of  
**BARCLAYS PLC**

/s/ Chris Lucas

By: Chris Lucas  
Title: Group Finance Director  
Place:

By:  
Title:  
Place:

For and on behalf of  
**ABN AMRO HOLDING N.V.**

/s/ Huibert Boumeester

/s/ Rijkman Groenink

By: Huibert Boumeester  
Title: Member, ABN AMRO Managing Board  
Place:

By: Rijkman Groenink  
Title: Chairman, ABN AMRO Managing Board  
Place:

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**SCHEDULE 1 PRE-OFFER CONDITIONS**

***The Offer***

- 1.1 Barclays has received irrevocable undertakings, in forms acceptable to it, by the members of the ABN AMRO Boards in relation to the Ordinary Shares held or to be held by each of these persons, in terms of which each undertakes to tender all of his or her Ordinary Shares under the Offer.
- 1.2 The Foundation, which acts as depositary for the Underlying Preference Shares and has issued the DR Prefs, has irrevocably agreed with Barclays and ABN AMRO that, subject to:
  - (i) the Offer being declared unconditional;
  - (ii) an undertaking of Barclays not to exercise more voting rights on the Underlying Preference Shares than it could exercise as holder of DR Prefs for as long as the Ordinary Shares are listed on Eurolist by Euronext Amsterdam; and
  - (iii) the amendment of the terms of the DR Prefs necessary for an exchange by Barclays of its DR Prefs for Underlying Preference Shares and any other actions as may be legally required to enable such exchange, it will take all necessary action to exchange any DR Prefs for Underlying Preference Shares, if and when requested by Barclays.

***MAC & MAC related events***

- 1.3 No ABN AMRO Material Adverse Change has occurred or has become known to Barclays between the date hereof and the Commencement Date, such that Barclays cannot reasonably be expected to continue with the Offer or the Merger.
- 1.4 No Barclays Material Adverse Change has occurred or has become known to ABN AMRO between the date hereof and the Commencement Date, such that ABN AMRO cannot reasonably be expected to continue with the Offer or the Merger.
- 1.5 No government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental, administrative, fiscal or investigative body, court, or any other body or person whatsoever in any jurisdiction (each a **Third Party**) has decided to, or indicated any intention to, take, institute, implement or threaten any Frustrating Action, such that the Parties cannot be reasonably be expected to continue with the Merger.
- 1.6 No circumstance, occurrence or development has occurred since the date of this Merger Protocol that will constitute or constitutes:
  - (i) suspension of or limitation in trading in the Ordinary Shares or the Convertible Shares (other than on a temporary basis in the ordinary course of trading); or
  - (ii) suspension of or limitation in trading in the Barclays Shares (other than on a temporary basis in the ordinary course of trading).

***Regulatory Approvals and Consents***

- 1.7 All notifications, filings and applications that are necessary or that one or both of the Parties have determined to be appropriate in any jurisdiction in connection with the Merger or the Offer, its implementation, the proposed direct or indirect acquisition of any shares or other securities in, or control of, ABN AMRO or any member of the ABN AMRO Group by Barclays or any member of the Barclays Group, the implementation of the Structuring Action and the operation of the Combined Group in accordance with this Merger Protocol, including, without limitation, any applications for any Authorisations that are necessary or that one or both of the Parties have determined to be



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appropriate for or in respect thereof, have been made (other than those notifications, filings or applications that cannot be made until after the Commencement Date).

- 1.8 All Authorisations (other than with respect to the Offer Document, the Prospectus, Class 1 Circular and the registration statement) required in any jurisdiction for making of the Offer have been obtained where the failure to obtain those Authorisations would result in Barclays or any member of the Barclays Group contravening any law, would reasonably be expected to materially and adversely affect ABN AMRO or Barclays or any member of the Combined Group or would otherwise mean that Barclays cannot reasonably be expected to continue with the Offer or the Merger.
- 1.9 At least 60 (sixty) calendar days have passed following the date on which Barclays application under Section 3 of the United States Bank Holding Company Act of 1956, as amended, if required, has been accepted for processing by the Board of Governors of the United States Federal Reserve System.
- 1.10 Barclays has reasonably determined that the Offer Conditions in Clauses 1.7 and 1.8 of **Schedule 2** will be fulfilled as of the date proposed to be the Closing Date.
- 1.11 ABN AMRO has reasonably determined that the Offer Conditions in Clauses 1.7 and 1.8 of **Schedule 2** will be fulfilled as of the date proposed to be the Closing Date to the extent that such Offer Conditions relate to requirements applicable to members of the ABN AMRO Group or if the failure to fulfill such Offer Conditions would reasonably be expected to materially and adversely affect the ABN AMRO Group taken as a whole or the achievement of the Parties' objectives set forth in Clauses 3.1 and 3.2.
- 1.12 Barclays and ABN AMRO have received notification in writing from each of the DNB and the FSA confirming that the FSA will be the competent authority that will exercise supervision on a consolidated basis of the Combined Group for the purposes of Directive 2006/48/EC or that will act as the coordinator in relation to the Combined Group for the purposes of Directive 2002/87/EC following consummation of the Offer and the other supervisory, reporting and regulatory capital arrangements and requirements that the DNB or, as the case may be, the FSA will implement or require in relation to the Combined Group (and the members thereof supervised by it) following consummation of the Offer in terms reasonably satisfactory to Barclays and ABN AMRO, and neither Party has received any notification from the DNB or the FSA indicating that there is likely to be any change with respect to the matters set out in those notifications.
- 1.13 Clearances and confirmations from the relevant tax authorities in The Netherlands and the United Kingdom that Barclays will be considered to be resident for Tax purposes in the United Kingdom, after consummation of the Offer, have been obtained in terms reasonably satisfactory to Barclays and ABN AMRO and such clearances and confirmations have not been withdrawn or modified (the **Tax Clearances** ).

***Corporate Action***

- 1.14 All requisite employee consultations and information procedures with employee representative bodies of ABN AMRO and Barclays have been completed.
- 1.15 Barclays and ABN AMRO have received copies of resignation letters from those members of the ABN AMRO Boards and those members of the management board and supervisory board of ABN AMRO Bank N.V. who, it has been agreed, shall resign subject to the Offer being declared unconditional (*gestanddoening*).
- 1.16 Barclays and ABN AMRO have received copies of resignation letters from those members of the boards of Barclays who, it has been agreed, shall resign subject to the Offer being declared unconditional (*gestanddoening*).

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1.17 All requisite corporate action has been taken in connection with the appointment of the Nominated Individuals to the supervisory board and management board of ABN AMRO Bank N.V. subject to and with effect as of the time the Offer being declared unconditional.

***Approval of Offer Documents and Listing***

1.18 The AFM has approved the Offer Document or has declared that it has no further comments with respect to the final draft of the Offer Document, as the case may be. The UKLA has approved the Class 1 Circular, the Prospectus and has provided a certificate of approval of the Prospectus to the AFM. The Registration Statement shall have become effective under the Securities Act and no stop order suspending the effectiveness of the registration statement shall have been issued and be in effect and no proceedings for that purpose shall have been initiated by the SEC and not withdrawn.

1.19 There is no indication that the Consideration Shares will not be admitted to the Official List of the UKLA, admitted to trading on the main market for listed securities of the London Stock Exchange, Euronext Amsterdam and the Tokyo Stock Exchange and the Barclays ADSs representing such Consideration Shares or a portion thereof as reasonably determined by Barclays and having consulted ABN AMRO and having taken into account its reasonable requests, shall have been approved for listing on the NYSE, subject to official notice of issuance.

1.20 Euronext Amsterdam has confirmed it has no further comments on the proposed amendments to the articles of association of ABN AMRO.

1.21 The FTSE 100 Committee has provided written confirmation to the reasonable fulfilment of Barclays and ABN AMRO to the effect that the Barclays Shares will continue to be included in the FTSE 100 Index with full weighting as a single line of stock following the Offer being declared unconditional and the issue of Barclays Shares.

***Illegality, Litigation and Insolvency***

1.22 The Parties have not received a notification from the AFM pursuant to Clause 32a DSSD that the preparations of the Offer are in breach of Chapter IIA of the DSSA, as amended from time to time, in which case, pursuant to those rules, securities institutions (*effecteninstellingen*) would not be permitted to co-operate with the execution and completion of the Offer.

1.23 There has been no event, circumstance or series of linked events or circumstances, and no event, circumstance or series of linked events or circumstances has become known to Barclays that was not fairly disclosed in the Annual Report and Accounts of ABN AMRO for the year ended 31 December 2006 or in any public announcements by or on behalf of ABN AMRO before the date of this Merger Protocol or fairly disclosed in writing by ABN AMRO to Barclays before the execution of this Merger Protocol, and that has, or can be reasonably be expected to have, a negative impact on the consolidated operating income of ABN AMRO equal to 5% (five per cent.) or more of the consolidated operating income as stated in the Accounts of ABN AMRO for the year ended 31 December 2006.

1.24 There has been no event, circumstance or series of linked events or circumstances, and no event, circumstance or series of linked events or circumstances has become known to ABN AMRO that was not fairly disclosed in the Annual Report and Accounts of Barclays for the year ended 31 December 2006 or in any public announcements by or on behalf of Barclays before the date of this Merger Protocol or fairly disclosed in writing by Barclays to ABN AMRO before the execution of this Merger Protocol, and that has, or can be reasonably be expected to have, a negative impact on the consolidated operating income of Barclays equal to 5% (five per cent.) or more of the consolidated operating income as stated in the Accounts of Barclays for the year ended 31 December 2006.



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***Other***

1.25 This Merger Protocol has not been terminated.

1.26 No Offer Condition has become permanently incapable of fulfilment and not waived.

1.27 Since the date of this Merger Protocol no Materially Burdensome Regulatory Condition having been or become reasonably likely to be imposed affecting any of the Barclays Group, the ABN AMRO Group or the Combined Group (measured on a scale relative to the relevant Group).

1.28 All regulatory approvals required for completion of the LaSalle Agreement or a Sale Contract, as the case may be, in accordance with its terms have been obtained.

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**SCHEDULE 2 OFFER CONDITIONS**

***The Offer***

- 1.1 Such number of Ordinary Shares are tendered for acceptance and not, where permitted, withdrawn that these, together with the Ordinary Shares directly or indirectly held by Barclays at the Closing Date or the Postponed Closing Date (and excluding any Ordinary Shares held by ABN AMRO or by any of its subsidiaries at the Closing Date or the Postponed Closing Date, as the case may be), represent at least 80%, or such lower percentage as Barclays may in its discretion decide, of ABN AMRO's issued ordinary share capital (*geplaatst gewoon aandelenkapitaal*) as at the Closing Date or the Postponed Closing Date as the case may be (excluding any Ordinary Shares held by ABN AMRO or by any of its subsidiaries as at the Closing Date or the Postponed Closing Date, as the case may be), and for this purpose including any Ordinary Shares which will be issued upon conversion of the Underlying Preference Shares by the holders thereof into Ordinary Shares.
- 1.2 The irrevocable agreement between the Foundation, Barclays and ABN AMRO in relation to the DR Prefs entered into prior to the Commencement Date continues to be in full force and effect.

***MAC and MAC Related Events***

- 1.3 No ABN AMRO Material Adverse Change has occurred or has become known to Barclays prior to or on the Closing Date or the Postponed Closing Date, as the case may be, such that Barclays cannot reasonably be expected to continue with the Offer or the Merger or declare the Offer unconditional (*gestanddoening*).
- 1.4 No Barclays Material Adverse Change has occurred or has become known to ABN AMRO prior to or on the Closing Date or the Postponed Closing Date, as the case may be, such that ABN AMRO cannot reasonably be expected to continue with the Offer or the Merger.
- 1.5 No Third Party has decided, or indicated any intention to, to take, institute, implement or threaten any Frustrating Action, such that the Parties cannot be reasonably be expected to continue with the Merger or declare the Offer unconditional (*gestanddoening*).
- 1.6 No circumstance, occurrence or development has occurred since the date of this Merger Protocol that will constitute or constitutes:
- (i) suspension of or limitation in trading in the Ordinary Shares or the Convertible Shares (other than on a temporary basis in the ordinary course of trading);
  - (ii) suspension of or limitation in trading in Barclays Shares (other than on a temporary basis in the ordinary course of trading).

***Regulatory Approvals and Consents***

- 1.7 All:
- (i) notifications, filings and applications that are necessary or that one or both of the Parties have determined to be appropriate in any jurisdiction in connection with the Merger or the Offer, its implementation, the proposed direct or indirect acquisition of any shares or other securities in, or control of, ABN AMRO or any member of the ABN AMRO Group by Barclays or any member of the Barclays Group, and the implementation of the Structuring Action and the operation of the Combined Group in accordance with this Merger Protocol have been made;
  - (ii) Authorisations that are necessary or that one or both of the parties have determined are appropriate in any jurisdiction for or in respect of the Merger or the Offer, its implementation, the proposed direct or indirect acquisition of any shares or other securities in, or control of, ABN AMRO or any member of the ABN AMRO Group by Barclays or any member of the Barclays Group, the implementation of the Structuring Action and the operation of the



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Combined Group in accordance with this Merger Protocol have been obtained from all appropriate Third Parties (including without limitation any person or body with whom any member of the Combined Group has entered into any contractual arrangements) and remain in full force and effect and are not subject to any material term or condition which has not been satisfied or fulfilled;

- (iii) waiting periods (or extensions thereof) under any applicable legislation or regulation of any jurisdiction during which any Third Party may oppose or take or announce steps which could impede the Merger or the Offer, its implementation, the proposed direct or indirect acquisition of any shares or other securities in, or control of, ABN AMRO or any member of the ABN AMRO Group by Barclays or any member of the Barclays Group, the implementation of the Structuring Action or the operation of the Combined Group in accordance with this Merger Protocol (or which in any other way would reasonably be expected to materially and adversely affect ABN AMRO or Barclays or any member of the Combined Group) have expired, lapsed or been terminated; and
- (iv) statutory or regulatory obligations in any jurisdiction for or in respect of the Merger or the Offer, its implementation, the proposed direct or indirect acquisition of any shares or other securities in, or control of, ABN AMRO or any member of the ABN AMRO Group by Barclays or any member of the Barclays Group, the implementation of the Structuring Action and the operation of the Combined Group in accordance with this Merger Protocol have been complied with,

where the failure to make those notifications, filings or applications, to obtain those Authorisations, to wait for the expiry, lapse or termination of such waiting period or to comply with such obligations would result in Barclays or any member of the Barclays Group contravening any law, would reasonably be expected to materially and adversely affect ABN AMRO or Barclays or any member of the Combined Group or would otherwise mean that Barclays cannot reasonably be expected to continue with the Offer or the Merger or declare the Offer unconditional (*gestanddoening*) and other than those notifications, filings, applications and obligations and, in relation to the Structuring Action, those Authorisations and waiting periods that cannot be made, be complied with, be obtained, expire or lapse before the consummation of the Offer.

1.8 Without limitation to paragraph 1.7 above:

- (i) the Competent Regulatory Authorities in The Netherlands have given their declaration of no-objection in accordance with and to the extent required by the DFSA in respect of each person (whether or not a member of the Combined Group) who will hold, obtain or increase a qualifying holding (for the purposes of the DFSA) or exercise any control relating to such a qualifying holding in any credit institution, financial institution, UCITS management company, investment firm, insurance undertaking or other undertaking, not being an aforementioned financial undertaking (*financiële onderneming*) within the meaning of the DFSA which is a member of the Combined Group (and for any reduction of own funds, taking over of assets and liabilities, merger or reorganisation to be carried out) in connection with the Merger or the Offer, its implementation, the proposed direct or indirect acquisition of any shares or other securities in, or control of, ABN AMRO or any member of the ABN AMRO Group by Barclays or any member of the Barclays Group, the implementation of the Structuring Action or the operation of the Combined Group in accordance with this Merger Protocol;
- (ii) the FSA has notified its approval in writing in respect of each person (whether or not a member of the Combined Group) who will acquire control or any additional or increased control (for the purposes of FSMA) over any UK authorised person (within the meaning of FSMA) which is a member of the Combined Group in connection with the Merger or the Offer, its implementation, the proposed direct or indirect acquisition of any shares or other securities in, or control or management of, ABN AMRO or any member of the ABN AMRO Group by Barclays or any member of the Barclays Group, the implementation of the Structur-



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ing Action or the operation of the Combined Group in accordance with this Merger Protocol or, where no such notification has been made in respect of any such person, the period allowed under such Act for the FSA to notify any objections to such person acquiring such control or any such additional or increased control having expired without notification of such objection and the FSA has not cancelled or varied, and has not notified (or intimated that it may notify) any proposal to cancel or vary, any permission (within the meaning of FSMA) held by any such authorised person at the date of this Merger Protocol;

- (iii) DNB has confirmed that it has no objection in relation to the appointment of the Nominated Individuals to the management board and supervisory board of ABN AMRO Bank N.V., subject to and with effect as of the time the Offer is declared unconditional, and the FSA has approved the Nominated Individuals being appointed to the board of directors of Barclays Bank to perform the functions of a director thereof, subject to and with effect as of the time the Offer is declared unconditional;
- (iv) all approvals have been received or notices have been filed under United States federal or state banking laws that are necessary to permit consummation of the Offer and the Merger, and all required waiting periods have expired;
- (v) the European Commission has issued a decision under Article 6(1)(b) of the EU Merger Regulation, or is deemed to have done so under Article 10(6) of the EU Merger Regulation, declaring the Merger and the Offer compatible with the Common Market without attaching to its decision any conditions or obligations and in the event that a request under Article 9(2) of the EU Merger Regulation has been made by a Member State, the European Commission has indicated that it has decided not to refer the Merger or the Offer (or any part thereof) or any matter arising therefrom to a competent authority of a Member State in accordance with Article 9(1) of the EU Merger Regulation; and
- (vi) the applicable waiting period, if any, under the HSR Act in Relation to the Merger or the Offer has expired or been terminated, and no order is issued by any competent U.S. governmental authority (whether temporary, preliminary or permanent) preventing the implementation of the Merger or Offer and no U.S. governmental entity has indicated an intention or threatened to commence proceedings seeking the same and no proceedings seeking the same are pending and not finally resolved, and
- (a) all such Authorisations remain in full force and effect, (b) no such Authorisations are subject to any material term or material condition which has not been fulfilled or satisfied.

1.9 Neither Barclays nor ABN AMRO has received any notification from the DNB or the FSA indicating that there is likely to be any change in the supervisory, reporting or regulatory capital arrangements and requirements that will apply in relation to the Combined Group (or any member thereof) following the consummation of the Offer as set out in the notifications referred to in Clause 1.12 of **Schedule 1** by either of them before the making of the Offer.

1.10 The Tax Clearances from the relevant tax authorities in The Netherlands and United Kingdom have not been withdrawn or modified.

***Corporate Action***

1.11 Prior to the Closing Date, or, as the case may be, the Postponed Closing Date and subject to the Offer being declared unconditional, the general meeting of shareholders of ABN AMRO having unconditionally passed all appropriate resolutions (i) to give effect to the Offer and the Merger, (ii) amend the ABN AMRO articles of association in on agreed form, subject to the Offer being declared unconditional with effect from the Settlement Date, and (iii) appoint the Nominated Individuals to the ABN AMRO Boards, subject to the Offer being declared unconditional with effect as of the time the Offer is declared unconditional. The appointment of the Nominated Individuals to the supervisory board and management board of ABN AMRO Bank N.V., subject to and with effect



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as of the time the Offer being declared unconditional, is still in force and effect as of the time the Offer is declared unconditional.

1.12 Prior to the Closing Date, or, as the case may be, the Postponed Closing Date and subject to the Offer being declared unconditional, the general meeting of shareholders of Barclays having passed all appropriate resolutions to give effect to (i) the Offer and the Merger and all measures to implement it, (ii) the proposed appointments of the Nominated Individuals to the Barclays Board, subject to and with effect from the Offer being declared unconditional, and (iii) the increase of Barclays share capital and the issue of the Barclays Shares to be issued pursuant to the Offer, subject to and with effect as of the time the Offer being declared unconditional.

***Approval Offer Documents and Listing***

1.13 The Registration Statement shall be effective under the Securities Act and no stop order suspending the effectiveness of the Registration Statement shall have been issued and be in effect and no proceedings for that purpose shall have been initiated by the SEC and not withdrawn.

1.14 Confirmation has been given by the applicable listing authority and/or relevant stock exchange that, subject to the Offer being declared unconditional (*gestanddoening*), the Consideration Shares and Barclays ADSs representing such Consideration shares or a portion thereof as reasonably determined by Barclays and having consulted ABN AMRO and having taken into account its reasonable requests, shall have been authorised or approved, as the case may be for listing and trading on the London Stock Exchange, Euronext Amsterdam, the Tokyo Stock Exchange and on the NYSE.

1.15 Barclays and ABN AMRO have not received any notification from the FTSE 100 Committee indicating that it has withdrawn or modified, or may withdraw or modify, its confirmation provided to Barclays before the making of the Offer to the effect that Barclays Shares will continue be included in the FTSE 100 Index with full weighting as a single line of stock following the Offer being declared unconditional and the issue of the Barclays Shares.

***Illegality, Litigation and Insolvency***

1.16 On or prior to the Closing Date, or, as the case may be, the Postponed Closing Date, the Parties have not received a notification from the AFM pursuant to Clause 32a DSSD that the preparations of the Offer are in breach of Chapter IIA of the DSSA, as amended from time to time, in which case, pursuant to those rules, securities institutions (*effecteninstellingen*) would not be permitted to co-operate with the execution and completion of the Offer.

1.17 There has been no event, circumstance or series of linked events or circumstances, and no event, circumstance or series of linked events or circumstances has become known to Barclays that was not fairly disclosed in the Annual Report and Accounts of ABN AMRO for the year ended 31 December 2006 or in any public announcements by or on behalf of ABN AMRO before the date of this Merger Protocol or fairly disclosed in writing by ABN AMRO to Barclays before the execution of this Merger Protocol, and that has, or can be reasonably be expected to have, a negative impact on the consolidated operating income of ABN AMRO equal to 5% or more of the consolidated operating income as stated in the Accounts of ABN AMRO for the year ended 31 December 2006.

1.18 There has been no event, circumstance or series of linked events or circumstances, and no event, circumstance or series of linked events or circumstances has become known to ABN AMRO that was not fairly disclosed in the Annual Report and Accounts of Barclays for the year ended 31 December 2006 or in any public announcements by or on behalf of Barclays before the date of this Merger Protocol or fairly disclosed in writing by Barclays to ABN AMRO before the execution of this Merger Protocol, and that has, or can be reasonably be expected to have, a negative impact on the consolidated operating income of Barclays equal to 5% or more of the consolidated operating income as stated in the Accounts of Barclays for the year ended 31 December 2006.





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***Other***

1.19 This Merger Protocol has not been terminated.

1.20 The LaSalle Agreement has completed in accordance with its terms or a Sale Contract has completed in accordance with its terms.

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**SCHEDULE 3 INTERIM UNDERTAKINGS**

It is agreed that any activity described in an exception within a particular paragraph of **Schedule 3** is permitted for all purposes in relation to **Schedule 3**.

- (a) Not make any changes to (i) such Party's corporate structure or (ii) the structure of its Group (other than either or both (x) any intra-Group change which does not materially and adversely affect the assets and liabilities of the relevant Group taken as a whole or (y) the creation of subsidiaries in the ordinary course of business consistent with past practice or the routine winding-up of subsidiaries as part of routine corporate housekeeping consistent with past practice);
- (b) Not merge, de-merge or consolidate with or into any other company or business, except for any such transaction solely among wholly-owned subsidiaries, or change in any manner its identity or character or that of its business (save for any such activity expressly permitted under (a) above);
- (c) In respect of such Party, not declare, pay or agree to pay or declare any dividend or make or agree to make any distribution in kind, whether from capital or reserves, in respect of any securities other than its ordinary shares except for any distributions due under the terms of preference shares and hybrid capital instruments issued or agreed to be issued as at the date of this Merger Protocol or which are otherwise permitted to be issued by or for the purposes of Clause 7.1(a) and **Schedule 3**. ABN AMRO is prohibited from distributing by any means (dividend, share repurchase or otherwise) proceeds received under the LaSalle Agreement or a Sale Contract;
- (d) Not amend its articles of association or equivalent or similar constitutional documents save that this does not apply to members of a Party's Group (other than the Party) to the extent that changes do not materially and adversely affect the assets and liabilities of the relevant Group taken as a whole or the rights attaching to any shares in any member of a Party's Group;
- (e) Not propose to appoint any new members on any of the ABN AMRO Boards, other than with respect to ABN AMRO, the appointment of a new member of the Supervisory Board proposed to ABN AMRO's general meeting of shareholders to be held on 26 April 2007;
- (f) Subject to Clause 7.2 or Clause 7.3 (as the case may be) not create, extend, grant, issue, or agree to create, extend, grant, issue or allow any third party rights over any of its Group's material assets or any part thereof, except in the ordinary course of business;
- (g) Not enter into any capital commitment or investment that individually (or taken with any other such commitment(s) or investment(s) which might together reasonably be regarded as constituting a single commitment or investment) amounts to EUR 250 million or more and that has not been provided for in its budget for the financial year commencing 1 January 2007 or fairly disclosed to the other Party before the execution of this Merger Protocol and other than (i) intra-Group capital investments, (ii) loans and investments in the ordinary course of business consistent with past practice including without limitation private equity investments;
- (h) To the extent in the best interest of the relevant Group company and reasonably possible, maintain the services of its directors, officers and key employees, and its business relationships with key customers and others having material business dealings with its Group;
- (i) In relation to employees and consultants, make no material change to any contract term or compensation or benefits arrangements unless the change is:

- (a) consistent with existing policies and governance processes in operation at the time of execution of this Merger Protocol; and
- (b) commercially necessary or reasonably desired; and
- (c) reasonably capable of documentary support in respect of (a) and (b);

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and would not materially adversely affect any of the planned synergy savings as agreed between the Parties;

- (j) Except in the ordinary course of the Party's private equity or merchant bank business or otherwise to the extent permitted by Clause 7, not acquire or dispose of any material legal entities, material businesses or all or a material part of its assets (including, without limitation, strategic stakes) or engage in series of acquisitions or disposals of such material legal entities, material businesses or all or part of its assets. For the purposes of this paragraph (j), a legal entity, business, asset or part of the Party's assets shall be material if it has a book value of, or is bought or sold for, EUR 500 million or more. This paragraph (j) does not restrict anything permitted by Clause 7;

Merchant bank business of ABN AMRO in the context of this **Schedule 3** shall mean: minority equity investments (i.e., non-controlling stakes, co-investments), generally in the range of Euro 20-100 million, which are primarily client-driven and intended to generate (i) private equity type return on investment, and, (ii) significant ancillary revenues for the various product groups within ABN AMRO. Merchant banking of ABN AMRO is primarily active in Europe and Asia and focuses on both the financial institutions sector (including all sub-sectors) and the corporate sector (including all sub-sectors);

- (k) Not settle or initiate any litigation or arbitration or similar proceedings that involves a payment or receipt (or a claim in respect of which the relevant group member is claimant) of an amount of EUR 250 million or more. For the purposes of this paragraph (k) a series of proceedings (or claims) arising out of the same or substantially the same originating cause shall be treated as one proceeding (or claim);
- (l) Not make any changes with respect to accounting policies or procedures, except as (i) required by applicable law or by changes in applicable generally accepted accounting principles or (ii) as either Party, after having obtained the advice of its independent auditors and after consultation with the other Party, determines in its good faith is advisable to conform to best accounting practices;
- (m) Not make or alter any material tax election or take any material position on any material tax return filed on or after the date hereof or adopt any tax method therefore that is inconsistent with elections made, positions taken, or methods used in preparing or filing any tax return in prior periods or settle or otherwise finally resolve any dispute with respect to an amount of tax which exceeds by EUR 250 million or more in aggregate the amount provided in the relevant Party's consolidated balance sheet in its published audited account for the year ended 31 December 2006;
- (n) Procure that neither it nor any other member of its Group shall:
  - (i) issue or authorise or propose the issue of additional shares of any class or securities in its capital, or securities convertible into, or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares or convertible securities or transfer or sell or authorise or propose the transfer or sale of shares out of treasury (save, where relevant, as between such Party and its wholly-owned subsidiaries and save for the issue or transfer out of treasury of shares on the exercise of options granted before the date of this Merger Protocol in the ordinary course);
  - (ii) enter into or vary or authorise, propose or announce its intention to enter into or vary any contract, transaction, arrangement or commitment (whether in respect of capital expenditure or otherwise) (otherwise than in the ordinary course of business) which is of a long term, unusual or onerous nature and which involves or could reasonably be expected to involve an obligation of a nature or magnitude which is, in any such case, material in the context of its Group or which is or is likely to be restrictive on the business of any member of the Combined Group;

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- (iii) propose, agree to provide or modify in any material respect the terms of any share option scheme or incentive scheme;
- (iv) make, agree or consent to any significant change to the terms of any pension scheme established for its directors, employees or their dependants or the benefits which accrue, or to the pensions which are payable, thereunder, or to the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined or to the basis on which the liabilities (including pensions) of such pension schemes are funded or valued, or carry out any act which may lead to the commencement of the winding up of the pension scheme or which could give rise directly or indirectly to a liability arising out of the operation of any statute in any jurisdiction in relation to the scheme or agree to make any additional funding to the pension scheme as part of any negotiations with the trustees of the pension scheme other than as required by applicable law or required under the terms or rules of the pension scheme or as has been fairly disclosed to the other Party prior to the date hereof;
- (v) save as expressly permitted under Clause 7, implement or effect, or authorise, propose or announce its intention to implement or effect any merger, de-merger, or liquidation or apply for bankruptcy or suspension of payments or enter into negotiations with any one or more of its creditors with a view to the readjustment or rescheduling of all or part of its debts, or enter into any other similar transaction or arrangement in any jurisdiction (other than the Offer) otherwise than in the ordinary course of business and except for any such transaction solely among wholly-owned subsidiaries provided that it does not involve any insolvent liquidation (within the meaning of English law), application for bankruptcy or suspension of payment or entering into negotiations with any one or more creditors with a view to the readjustment or rescheduling of all or part of its debt or similar actions under any jurisdiction;
- (vi) purchase, redeem or repay or announce any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, make any other change to any part of its share capital to an extent which (other than in the case of such Party) is material in the context of its Group save that:
  - (a) ABN AMRO is permitted to repurchase any of its ordinary shares at a price not exceeding, at the time of the repurchase, either the market price of such shares or the Daily Reference Price. The Daily Reference Price is calculated as the Ordinary Share Exchange Ratio (adjusted in accordance with **Schedule 5** as if the date of repurchase were the Settlement Date) multiplied by the Barclays Reference Price as at the date of repurchase. The Barclays Reference Price for a day is the 5 (five) day rolling average of the mid-market Barclays ordinary share price for the 5 (five) preceding trading days as per the London Stock Exchange Daily Official List (calculated in Euros with each of the 5 (five) trading days Sterling price converted using the spot Euro-Sterling exchange rate as at the close of the relevant trading day on the London Stock Exchange); and
  - (b) Barclays is permitted to repurchase any of its ordinary shares at a price not exceeding the market price of such shares at the time of repurchase;
- (o) Generally, not do anything that can reasonably be expected to compromise the proposed synergy plans as discussed between the Parties and delivery of the underlying savings; or
- (p) Not enter into any contract, commitment, agreement or arrangement or pass any resolution or make any offer (which remains open for acceptance) with respect to or announce an intention to, or to propose to, effect any of the transactions, matters or events referred to in this Schedule.

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**SCHEDULE 4 DEFINITIONS**

<b>ABN AMRO</b>	refers to ABN AMRO Holding N.V., a public limited liability company, duly incorporated and validly existing under the laws of The Netherlands, having its registered office at Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands;
<b>ABN AMRO ADSs</b>	has the meaning ascribed thereto in Recital (A);
<b>ABN AMRO Boards</b>	has the meaning ascribed thereto in Recital (K);.
<b>ABN AMRO Boards Recommendation</b>	has the meaning ascribed thereto in Clause 4.1;
<b>ABN AMRO Employee Share Plans</b>	has the meaning ascribed thereto in Clause 7.11;
<b>ABN AMRO Event</b>	<p>means any event, events or circumstance that results or could reasonably be expected to result in a material adverse effect on the business, cash flow, financial or trading position, assets, profits, operational performance, capitalization, prospects or business of the ABN AMRO Group taken as a whole, that, in either case, does not arise as a result of:</p> <p>(i) a general economic decline in the financial services and banking industry, including but not limited to commercial banking, investment banking, stock broking, asset management and fund management; or</p> <p>(ii) a general economic decline affecting Barclays and ABN AMRO in a similar and proportionate way; or</p> <p>(iii) any matter known to Barclays, its group companies and Barclays advisors from information filed by any member of ABN AMRO Group as a matter of public record, made public by ABN AMRO pursuant to the Merger Rules or fairly disclosed by ABN AMRO to Barclays, its group companies or Barclays advisors prior to the date hereof and which matter Barclays could reasonably be expected to know on signing of this Agreement would, but for this exception (iii) constitute an ABN AMRO Event; or</p> <p>(iv) the announcement, making and implementation of the Offer;</p>
<b>ABN AMRO Group</b>	has the meaning ascribed thereto in Recital (A);
<b>ABN AMRO Material Adverse Change</b>	means (i) an ABN AMRO Event; or (ii) a change since the date hereof in national (including, without limitation, United States, United Kingdom, The Netherlands or any other member state of the European Economic Area) or international capital markets (including without limitation, an adverse change in the tax laws of such states), financial, political or economic conditions or currency exchange rates or exchange controls (whether or not arising as a result of or in connection with any outbreak or escalation of hostilities or declaration of war or national





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national or international calamity), that does not arise as a result of:

- (i) a general economic decline in the financial services and banking industry, including but not limited to commercial banking, investment banking, stock broking, asset management and fund management; or
- (ii) a general economic decline affecting Barclays and ABN AMRO in a similar and proportionate way; or
- (iii) the announcement, making and implementation of the Offer;

<b>ABN AMRO Programme</b>	has the meaning ascribed thereto in Clause 7.2;
<b>ABN AMRO Shareholders Meeting</b>	means the extraordinary general meeting of shareholders of ABN AMRO that is held in accordance with the Merger Rules prior to the Closing Date and is convened by ABN AMRO on or prior to the Commencement Date;
<b>ABN AMRO Shares</b>	has the meaning ascribed thereto in Recital (C);
<b>ADS Registration Statement</b>	has the meaning ascribed thereto in Clause 1.8;
<b>AFM</b>	means the Netherlands Authority for the Financial Markets ( <i>Stichting Autoriteit Financiële Markten</i> );
<b>Alternative Proposal</b>	has the meaning ascribed thereto in Clause 11.2;
<b>Announcement</b>	has the meaning ascribed thereto in Clause 1.18;
<b>Announcing Party</b>	has the meaning ascribed thereto in Clause 15.2;
<b>Authorisation</b>	means any authorisation, order, grant, recognition, confirmation, consent, licence, clearance, certificate, permission, exemption or approval;
<b>Barclays</b>	means Barclays PLC, a public limited liability company, duly incorporated and validly existing under the laws of England, having its registered office, at 1 Churchill Place, Canary Wharf, London, E14 5HP, United Kingdom;
<b>Barclays ADSs</b>	has the meaning ascribed thereto in Recital (B);
<b>Barclays Board</b>	has the meaning ascribed thereto in Recital (K);
<b>Barclays Board Recommendation</b>	has the meaning ascribed thereto in Clause 4.3;
<b>Barclays Event</b>	means any event, events or circumstance that results or could reasonably be expected to result in a material adverse effect on the business, cash flow, financial or trading position, assets, profits, operational performance, capitalization, prospects or business of the Barclays Group taken as a whole that does not arise as a result of:

(i) a general economic decline in the financial services and banking industry, including but not limited to commercial banking, investment banking, stock broking, asset management and fund management; or

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(ii) a general economic decline affecting Barclays and ABN AMRO in a similar and proportionate way; or

(iii) any matter known to ABN AMRO, its group companies and ABN AMRO's advisors from information filed by any member of Barclays Group as a matter of public record, made public by Barclays pursuant to the Merger Rules or fairly disclosed by Barclays to ABN AMRO, its group companies or ABN AMRO's advisors prior to the date hereof and which matter ABN AMRO could reasonably be expected to know on signing of this Merger Protocol would, but for this exception (iii), constitute a Barclays Event; or

(iv) the announcement, making and implementation of the Offer;

**Barclays Group**

Barclays, its subsidiaries, its group companies and its affiliated companies;

**Barclays Material Adverse Change**

means (i) an Barclays Event or (ii) a change since the date hereof in national (including, without limitation, United States, United Kingdom, The Netherlands or any other member state of the European Economic Area) or international capital markets (including without limitation, an adverse change in the tax laws of such states), financial, political or economic conditions or currency exchange rates or exchange controls (whether or not arising as a result of or in connection with any outbreak or escalation of hostilities or declaration of war or national emergency or act of terrorism or other national or international calamity), that does not arise as a result of:

(i) a general economic decline in the financial services and banking industry, including but not limited to commercial banking, investment banking, stock broking, asset management and fund management; or

(ii) a general economic decline affecting Barclays and ABN AMRO in a similar and proportionate way; or

(iii) the announcement, making and implementation of the Offer;

**Barclays Securities**

has the meaning ascribed thereto in Recital (F);

**Barclays Shares**

means ordinary shares in the share capital of Barclays with a nominal value of 25 pence each;

**Barclays Shareholders Meeting**

has the meaning ascribed thereto in Clause 1.10;

**Binding Advice**

has the meaning ascribed thereto in Clause 5.6;

**Binding Advisor**

has the meaning ascribed thereto in Clause 5.6;

**Business Day**

means a day (other than a Saturday or Sunday) on which banks are generally open in The Netherlands, the United Kingdom and the United States for normal business;

**Calculation Date**

has the meaning ascribed thereto in Schedule 5;  
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<b>Class 1 Circular</b>	means a circular prepared pursuant to and in accordance with the Listing Rules of the UKLA and the requirements of applicable English law;
<b>Closing Date</b>	has the meaning ascribed thereto in Clause 1.4;
<b>Combined Group</b>	means the ABN AMRO Group and the Barclays Group together;
<b>Commencement Date</b>	has the meaning ascribed thereto in Clause 5.1;
<b>Competent Authorities</b>	means the Competent Competition Authorities and the Competent Regulatory Authorities and other governments and governmental, quasi-governmental, supranational, statutory, regulatory or self-regulatory, administrative or other bodies or agencies in any jurisdiction;
<b>Competent Competition Authorities</b>	means the bodies or agencies in jurisdictions where filings are envisaged in accordance with Clause 9.1;
<b>Competent Regulatory Authorities</b>	means governments and governmental, quasi-governmental, supranational, statutory, regulatory or self-regulatory, administrative or other bodies or agencies exercising regulatory, supervisory or other functions in respect of matters relating to any banking, securities, insurance or other financial services business or any other business carried on by a member of the Combined Group (including without limitation any exchanges, trading systems, clearing houses and settlement or payment systems of which any member of the Combined Group is a member) or foreign exchange, foreign investment or similar matters in any jurisdiction;
<b>Competing Offer</b>	has the meaning ascribed thereto in Clause 12.1;
<b>Completion Longstop Date</b>	has the meaning ascribed thereto in Clause 19.1.3;
<b>Confidential Information</b>	has the meaning ascribed thereto in Clause 16.1;
<b>Consideration Shares</b>	has the meaning ascribed thereto in Clause 1.2 (i);
<b>Convertible Share Consideration</b>	has the meaning ascribed thereto in Clause 1.2 (iii);
<b>Convertible Shares</b>	has the meaning ascribed thereto in Recital (C);
<b>Conversion Rights</b>	has the meaning ascribed thereto in Recital (D);
<b>Cross Border Merger</b>	has the meaning ascribed thereto in Clause 2.3;
<b>DCC</b>	means the Dutch Civil Code;
<b>DFSA</b>	means The Dutch Financial Supervision Act ( <i>Wet financieel toezicht</i> );
<b>Disclosing Party</b>	has the meaning ascribed thereto in Clause 16.1(ii);
<b>Disposal</b>	has the meaning ascribed thereto in Clause 7.2(a);

<b>DNB</b>	means De Nederlandsche Bank N.V. (the Dutch Central Bank);
<b>DR Prefs</b>	has the meaning ascribed thereto in Recital (C);
<b>DR Pref Consideration</b>	has the meaning ascribed thereto in Clause 1.2 (ii);

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<b>DSSA</b>	means the Dutch Securities Supervision Act 1995 ( <i>Wet toezicht effectenverkeer 1995</i> ) as amended and/or replaced by the New Dutch Public Offer Rules;
<b>DSSD</b>	means the Dutch Securities Supervision Decree 1995 ( <i>Besluit toezicht effectenverkeer 1995</i> ) as amended and or replaced by the New Dutch Public Offer Rules;
<b>Enquiries</b>	has the meaning ascribed thereto in <b>Schedule 7</b> ;
<b>EU Merger Regulation</b>	means Council Regulation (EC)139/2004;
<b>Exchange Act</b>	has the meaning ascribed thereto in Clause 1.4;
<b>Exclusivity Period</b>	means the period commencing on the date of this Merger Protocol and ending on the Completion Longstop Date;
<b>Filings</b>	has the meaning ascribed thereto in Clause 10.1;
<b>Foundation</b>	has the meaning ascribed thereto in Clause 7.8;
<b>Frustrating Action</b>	means any action, proceeding, suit, investigation, enquiry or reference, or any act taken or otherwise anything done or any statute, regulation, decision, order or change to published practice which has been enacted made or proposed and any statute, regulation, decision or order, which is continuing to be outstanding and which could reasonably be expected to (i) make the Offer (including the proposed Merger), its implementation or the acquisition or proposed acquisition of any shares or other securities in, or control of, ABN AMRO by Barclays, or the issue, listing or admission to trading of the Consideration Shares, void, illegal and/or unenforceable under the laws of any jurisdiction, or otherwise directly or indirectly, prohibit, restrain, restrict, delay or otherwise interfere with the implementation of, or impose additional conditions or obligations with respect to, or otherwise challenge or require amendment of, the Offer or the acquisition of any such shares or securities by Barclays; (ii) impose any limitation on, or result in a delay in, the ability of Barclays directly or indirectly to acquire or hold or to exercise effectively all or any rights of ownership in respect of shares or other securities in ABN AMRO or on the ability of any member of the ABN AMRO Group or any member of the Barclays Group directly or indirectly to hold or exercise effectively any rights of ownership in respect of shares or other securities (or the equivalent) in, or to exercise management control over, any member of the ABN AMRO Group; or (iii) except as fairly disclosed in writing by ABN AMRO to Barclays prior to the execution of this Merger Protocol or as publicly announced by or on behalf of ABN AMRO before that date, otherwise affect the business, assets, profits or prospects of any member of the ABN AMRO Group or any member of the Barclays Group;
<b>FSA</b>	means the United Kingdom Financial Services Authority;

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<b>FSMA</b>	The United Kingdom Financial Services and Markets Act 2000 and all regulations, codes, rules and statutory instruments published or enacted thereunder;
<b>Group</b>	means, in relation to any legal entity, its subsidiaries, its subsidiary undertakings, group companies and affiliates;
<b>HSR Act</b>	means the US Hart-Scott-Rodino Antitrust Improvement Act of 1976 and any regulations made thereunder;
<b>Interim Period</b>	has the meaning ascribed thereto in Clause 7.1(a);
<b>LaSalle</b>	means ABN AMRO North America Holding Company and its downstream subsidiaries and group companies;
<b>LaSalle Agreement</b>	means the agreement entered into prior to the execution of this Merger Protocol between ABN AMRO Bank N.V. and Bank of America Corporation in relation to the sale by ABN AMRO Bank N.V. of all of the outstanding shares of LaSalle to Bank of America Corporation;
<b>Launch Longstop Date</b>	has the meaning ascribed thereto in Clause 19.1.2;
<b>LCIA</b>	has the meaning ascribed thereto in Clause 5.6;
<b>Management Board</b>	has the meaning ascribed thereto in Recital (K);
<b>Material Decrease</b>	has the meaning ascribed thereto in Clause 5.7;
<b>Materially Burdensome Regulatory Condition</b>	means any action, condition, sanction or restriction imposed by a Competent Authority or third party that has or would reasonably be expected to have a material adverse effect on the business, results of operations or financial condition of the relevant Party;
<b>Matters in Dispute</b>	has the meaning ascribed thereto in <b>Schedule 7</b> ;
<b>Merger</b>	has the meaning ascribed thereto in Recital (E);
<b>Merger Code</b>	means the Merger Code 2000 ( <i>SER-besluit Fusiegedragsregels 2000</i> );
<b>Merger Protocol</b>	has the meaning ascribed thereto in the Preamble;
<b>Merger Rules</b>	has the meaning ascribed thereto in Clause 1.5;
<b>NAI Arbitration Rules</b>	has the meaning ascribed thereto in Clause 22.2;
<b>Nominated Individuals</b>	has the meaning ascribed thereto in Clause 3.3;
<b>Notice</b>	has the meaning ascribed thereto in Clause 12.2;



<b>Notice of Disagreement</b>	has the meaning ascribed thereto in Clause 5.4;
<b>Offer</b>	has the meaning ascribed thereto in Recital (F);
<b>Offer Conditions</b>	means the conditions as set out in <b>Schedule 2</b> ;
<b>Offer Document</b>	means the offer document ( <i>biedingsbericht</i> ), together with all amendments and supplements thereto, which Barclays shall make generally available in the Netherlands on the Commencement Date;

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<b>Ordinary Shares</b>	has the meaning ascribed thereto in Recital (C);
<b>Ordinary Share Exchange Ratio</b>	has the meaning ascribed thereto in Clause 1.2;
<b>Parties</b>	has the meaning ascribed thereto in the Preamble;
<b>Post-Offer Actions</b>	has the meaning ascribed thereto in Clause 2.3;
<b>Postponed Closing Date</b>	has the meaning ascribed thereto in Clause 1.4;
<b>Preference Shares</b>	means the Underlying Preference Shares and Convertible Shares together;
<b>Preliminary Transaction Agreement</b>	has the meaning ascribed thereto in Recital (H);
<b>Pre-Offer Conditions</b>	means the conditions as set out in <b>Schedule 1</b> ;
<b>Proposal in relation to Barclays</b>	has the meaning ascribed thereto in Clause 11.9;
<b>Prospectus</b>	means a prospectus, together with all amendments and supplements thereto, that Barclays shall make generally available in the Netherlands and the United Kingdom on the Commencement date, relating to the issue and listing of the Consideration Shares offered in exchange for the relevant ABN AMRO Shares;
<b>Prospectus Directive</b>	means EU Directive 2003/71/ EC;
<b>Public Statement</b>	means any public statement or any non-public statement that is intended to become public, has become public or will become public;
<b>Receiving Party</b>	has the meaning ascribed thereto in Clause 16.1;
<b>Registration Statement</b>	has the meaning ascribed thereto in Clause 1.8;
<b>Remaining Competent Authority</b>	has the meaning ascribed thereto in Clause 10.1;
<b>Representatives</b>	has the meaning ascribed thereto in Clause 16.1;
<b>Sale Contract</b>	means an agreement relating to the sale of LaSalle by ABN AMRO, other than the LaSalle Agreement;
<b>Schedule 14D-9</b>	means ABN AMRO's Solicitation/ Recommendation statement on Schedule 14D-9, as amended or supplemented;
<b>Schedule TO</b>	has the meaning ascribed thereto in Clause 1.8;
<b>SEC</b>	means the United States Securities and Exchange Commission;
<b>Securities Act</b>	means the United States Securities Act of 1933, as amended;

<b>Settlement</b>	has the meaning ascribed thereto in Clause 6.5;
<b>Settlement Date</b>	has the meaning ascribed thereto in Clause 6.5;
<b>Share Price</b>	has the meaning ascribed thereto in <b>Schedule 5</b> ;
<b>Structuring Action</b>	has the meaning ascribed thereto in Clause 3.2;
<b>Subco N.V.</b>	has the meaning ascribed thereto in Recital (F);
<b>Supervisory Board</b>	has the meaning ascribed thereto in Recital (K);

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<b>Tax Clearances</b>	has the meaning ascribed thereto in Clause 1.13 of <b>Schedule 1</b> ;
<b>Third Party</b>	means any government or governmental, quasi governmental, supranational, statutory, regulatory, environmental, administrative, fiscal or investigative body, court, trade agency, association, institution or any other body or person whatsoever in any jurisdiction;
<b>Transaction</b>	has the meaning ascribed thereto in Clause 7.3;
<b>Treasury Stock</b>	has the meaning ascribed thereto in Recital (C);
<b>Underlying Preference Shares</b>	has the meaning ascribed thereto in Recital (C);
<b>US Authorities</b>	has the meaning ascribed thereto in Clause 10.1; and
<b>Value Added Tax</b>	means (a) any tax imposed in compliance with the council directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112), or predecessor legislation, and (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in (a), or elsewhere;

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1. A Party may (notwithstanding Clause 7.1 of this Merger Protocol and **Schedule 3**, other than the final sentence of paragraph (c) of **Schedule 3**) effect a Capital Raising or Capital Return as defined in paragraph 4 below, subject to the Ordinary Share Exchange Ratio and the related ADS Exchange Ratio and, if relevant, the DR Pref Consideration being adjusted as contemplated by this **Schedule 5** and provided always that none of the proceeds under the LaSalle Agreement or a Sale Contract may in any circumstance be distributed during the Interim Period by any means whatsoever.
2. The Parties agree that the Ordinary Share Exchange Ratio is expressed on the basis of the value of Barclays Shares by reference to the closing share price on the Calculation Date relative to the value of ABN AMRO Ordinary Shares implied by the Ordinary Share Exchange Ratio and the purpose of the adjustments contemplated in this **Schedule 5** is to factor into this ratio the impact on the relative values of Barclays and ABN AMRO arising from certain actions.
3. For the purposes of clarity, the proposed dividends relating to the financial year ended 31 December 2006 and any interim dividends in respect of the financial year commencing 1 January 2007 (provided any such interim dividend is consistent with the dividend policy of such Party prevailing as at the date of this Merger Protocol and does not exceed reasonable market expectations as on 20 April 2007) and any repurchase of ordinary shares permitted by paragraph (n)(vi) of **Schedule 3** shall not result in an adjustment of any ratio contemplated by this **Schedule 5**.
4. Where there is a Capital Raising or Capital Return, the Ordinary Share Exchange Ratio shall be adjusted in accordance with the following formula (calculated to 3 decimal places):-

**Adjusted Ordinary Share Exchange Ratio is equal to:**

(Ordinary Share Exchange Ratio on Calculation Date × Barclays Share Price on Calculation Date × Number of ABN AMRO Ordinary Shares in issue on Calculation Date

-

Aggregate value of Capital Return(s) by ABN AMRO between Calculation Date and Settlement Date (in GBP)

+

Aggregate value of Capital Raising(s) by ABN AMRO between Calculation Date and Settlement Date (in GBP))

/

(Number of ABN AMRO Ordinary Shares in issue on Settlement Date)

divided by:

(Barclays Share Price on Calculation Date × Number of ordinary Barclays Shares in issue on Calculation Date

-

Aggregate value of Capital Return(s) by Barclays between Calculation Date and Settlement Date

+

Aggregate value of Capital Raising(s) by Barclays between Calculation Date and Settlement Date)

/

(Number of ordinary Barclays Shares in issue on Settlement Date)

5. In any calculation of the Adjusted Ordinary Share Exchange Ratio, the GBP/ EUR exchange rate shall be the relevant reference rate as published by the European Central Bank (and quoted on its website) prevailing on the

date of the Capital Return or the Capital Raising.

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6. In this **Schedule 5**:

**ADS Exchange Ratio** has the meaning ascribed to it in Clause 1.2(i) of this Merger Protocol.

**Calculation Date** means 20 April 2007.

**Capital Raising** means the issue of (i) any ordinary shares by a Party; or (ii) paid-for newly granted rights to acquire the issued ordinary shares of either Party (whether or not otherwise permitted under or for the purposes of Clause 7.1 of this Merger Protocol and **Schedule 3**).

**Capital Return** means the declaration of a dividend, capital repayment or any other distribution by a Party in respect of its ordinary shares (whether or not otherwise permitted under or for the purposes of Clause 7.1 of this Merger Protocol and **Schedule 3**, other than the final sentence of paragraph (c) of **Schedule 3**), but excluding any transaction referred to in paragraph 3 of this **Schedule 5**.

**Ordinary Share Exchange Ratio** has the meaning ascribed to it in Clause 1.2(i) of this Merger Protocol.

In respect of each Party, the number of shares in issue are calculated on a fully diluted basis, minus the number of shares in issue on the Calculation Date that were held by that Party as Treasury shares, plus all ordinary shares repurchased by that Party from the Calculation Date to the Settlement Date.

Unless specifically defined in this **Schedule 5**, defined words and phrases shall have the meaning ascribed to them in this Merger Protocol.

7. Where ABN AMRO receives cash consideration for the sale of LaSalle (the **LaSalle Proceeds** ) which is less than US\$ 21 billion (the **LaSalle Amount** ), an amount equal to the shortfall shall be deemed to have been a distribution by ABN AMRO and therefore amounts to a Capital Return by ABN AMRO for the purposes of this **Schedule 5**. However, where the LaSalle Proceeds are in excess of the LaSalle Amount, this shall not amount to a Capital Raising for the purposes of this **Schedule 5** and, consequently, there shall be no adjustment to the Ordinary Share Adjustment Ratio as a result of the excess proceeds.
8. Where a Party undertakes a Capital Raising or Capital Return (i) the relevant ADS Exchange Ratio; (ii) the DR Pref Consideration; and (iii) Convertible Share Consideration shall be equitably adjusted to the extent necessary to reflect the Adjusted Ordinary Share Exchange Ratio on a basis consistent with the principles of this **Schedule 5**.
9. Where a Party elects to undertake a Capital Raising or a Capital Return it shall promptly provide the other Party with a calculation of the effect on the Adjusted Ordinary Share Exchange Ratio (and the related ratios) and use all reasonable endeavours to reach agreement on such adjustments. In the absence of agreement within 5 Business Days of the calculation being submitted for agreement, the matter shall be referred to an expert pursuant to Clause 6.8.
10. For the avoidance of doubt, except as provided in paragraph 1 of this **Schedule 5**, any adjustment made pursuant to the provision of this Schedule shall not constitute a waiver or settlement with respect to any breach by any Party of the provisions of **Schedule 3** or Clause 7.1(a) and shall not limit any rights of any Party with respect thereto.
11. This Schedule 5 shall cease to operate, and no adjustment shall be made to the final exchange ratio, after the date the Offer is declared unconditional. During the period from then until the settlement of any final acceptances under the Offer, no action may be taken by either party which would otherwise have given rise to an adjustment under this Schedule 5.

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12. The intended operation of this **Schedule 5** is illustrated in the following worked examples:

**13. Example 1. Barclays issues 1,000m new shares at £5.25**

Value per Barclays share on Calculation Date	£7.50
Number of Barclays shares issued and outstanding on Calculation Date	6,389m
Ordinary Share Exchange Ratio	2.0
Implied ABN AMRO share price on Calculation Date (expressed in GBP)	£15.00
Share price at which placement is made (expressed in GBP)	£5.25
Number of shares issued in the placement	1,000m
Number of Barclays shares outstanding post placement	7,389m
Adjusted Ordinary Exchange Ratio = $(15.00) / ((7.50 \times 6,389 + 1,000 \times 5.25) / 7,389)$	2.08

**14. Example 2. ABN AMRO pays a special dividend of 500m**

Value per Barclays share on Calculation Date	£7.50
Ordinary Share Exchange Ratio	2.0
Implied ABN AMRO share price on Calculation Date (expressed in GBP)	£15.00
Number of ABN AMRO shares issued and outstanding on Calculation Date	1,846m
EUR-GBP exchange rate on Calculation Date	1.47
Special dividend declared and paid by ABN AMRO	500m
Adjusted Ordinary Exchange Ratio = $((15.00 \times 1,846 - 500/1.47) / 1,846) / (7.50)$	1.98

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**SCHEDULE 6 ANNOUNCEMENT  
[Previously Disclosed]**

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**SCHEDULE 7 TERMS BINDING ADVISOR**

- (a) These Terms indicate the proceedings and the basis for the binding advice in respect of the matters in dispute between the Parties (the **Matters in Dispute** ).
- (b) The Matters in Dispute are to be set out in the Parties' respective notices, including any notices delivered by either Party under Clause 1.3 or Clause 19.1. The Parties agree that such notices together set out all of the Matters in Dispute between the Parties which are to be the subject of the Binding Advice process contemplated herein.
- (c) The Binding Advisor shall be entitled to make such additional enquiries as he may determine in his discretion ( **Enquiries** ) in order to assist with the Binding Advice. Any such Enquiries will be made in writing jointly to the Parties setting out the issues that the Binding Advisor considers that either or both Parties should address.
- (d) The Binding Advisor shall ensure that either Party has a reasonable opportunity to present its arguments and shall treat the Parties equally.
- (e) The Binding Advisor may seek advice from experts where there is any question or issue arising from any of the information submitted which require specialist expertise outside the scope of the Binding Advisor's own expertise. In the event the Binding Advisor decides to obtain external advice, he will make the requirement known to the Parties. The Binding Advisor will allow the parties to comment on the questions that he intends to submit to the expert and will allow the parties to comment on the answers given by the expert.
- (f) The Parties require this dispute to remain confidential between them, the Binding Advisor and any expert engaged by the Binding Advisor. The Binding Advisor agrees to observe and ensure such confidentiality and to ensure that all documentation and correspondence remain confidential. The Binding Advisor will not disclose any confidential information concerning the Parties' business to third parties without the relevant Party's prior written consent unless otherwise required by law, a court of competent jurisdiction, taxation authorities or other government or regulatory authority.
- (g) The Binding Advisor shall render its Binding Advice as amiable compositeur. The Binding Advice shall be final and binding on the Parties as regards the fulfilment and/or waiver of the Pre-Offer Conditions or Offer-Conditions, as the case may be.
- (h) The Binding Advice shall set out in writing, for each of the Matters in Dispute, a decision as to the fulfilment or waiver and a brief explanation of the basis upon which the Binding Advisor reaches his Binding Advice. In the situation mentioned in Clause 6.8 of this Merger Protocol the Binding Advisor may submit the written explanation of his decision within 2 (two) Business Days of his Binding Advice, unless Parties agree to allow an extension.
- (i) Billings will be presented equally for the account of each Party unless the Binding Advisor determines otherwise.
- (j) The Parties may terminate the Binding Advice proceedings jointly in writing. The Parties shall pay the Binding Advisor for all services rendered and expenses incurred as of the date of termination.

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**ANNEX A 2**  
**MERGER PROTOCOL AMENDMENT LETTER OF JULY 23, 2007**

ABN AMRO Holding N.V.  
Gustav Mahlerlaan 10  
1080 PP Amsterdam  
The Netherlands  
Attention: Mr. A. Martinez (Chairman of the  
Supervisory Board) and Mr. R.W.J. Groenink  
(Chairman of the Managing Board)

Dear Sirs

**Merger Protocol Amendment Letter**

We refer to the merger protocol that was made on 23 April 2007 between:

- (i) **ABN AMRO Holding N.V.**, a public limited liability company, duly incorporated and validly existing under the laws of The Netherlands, having its registered office at Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands ( **ABN AMRO** ); and
- (ii) **Barclays PLC**, a public limited liability company, duly incorporated and validly existing under the laws of England, having its registered office at 1 Churchill Place, Canary Wharf, E14 5HP, London, United Kingdom ( **Barclays** )

in connection with an intended public offer for all outstanding shares in the capital of ABN AMRO (the **Merger Protocol** ). We have made a revised proposal to you that you wish to be allowed to consider for a period of time before you respond to us without this triggering immediate consequences under the Merger Protocol. You have asked to be allowed to consider the revised proposal until after your Supervisory Board meeting on 27 July 2007. Neither of us wish to terminate the Merger Protocol at this stage and so the purpose of this letter is to accommodate the above arrangements and facilitate the announcement of our revised proposal to the markets by open of business on 23 July 2007. Unless the context provides otherwise, capitalised terms used herein shall have the meaning assigned thereto in the Merger Protocol.

Upon your countersignature of this letter agreement (the **Amendment Letter** ), we hereby mutually agree to amend and supplement the Merger Protocol as follows:

**1. Placement of Press Release**

- 1.1 Before opening of trading on Eurolist by Euronext Amsterdam and the London Stock Exchange on 23 July 2007 the press releases attached hereto as **Annex A** (together, the **Press Release** ) will be issued by Barclays and the press release attached hereto as **Annex D** (the **ABN AMRO Press Release** ) will be issued by ABN AMRO.
- 1.2 In the Press Release, which has been notified to the Netherlands Authority for the Financial Markets (*Autoriteit Financiële Markten*) (the **AFM** ) and of which the AFM has, to the extent relevant, confirmed it has no further comments, Barclays announces a revision of the Offer on the terms set out in the Press Release and as reflected in this Amendment Letter (the **Revised Offer** ). The AFM has also confirmed that it has no further comments to the ABN AMRO Press Release.

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**2. Amendment of the Merger Protocol**

2.1 Certain provisions of the Merger Protocol will be amended as set out herein below:

2.1.1 Clause 1.2 of the Merger Protocol shall be amended to read as follows:

1.2 Upon the terms of this Merger Protocol and subject to the Pre-Offer Conditions (as defined in Clause 5.1) and the Offer Conditions (as defined in Clause 6.1), Barclays shall be committed to offer:

(i) 2.13 Barclays Shares for each Ordinary Share (the **Ordinary Share Exchange Ratio** ) and an amount of EUR 13.15 in cash for each Ordinary Share (the **Ordinary Share Cash Consideration** , and together with the Ordinary Share Exchange Ratio, the **Ordinary Share Consideration** ) and 0.5325 Barclays ADSs for each ABN AMRO ADS (the **ADS Exchange Ratio** ) and USD 18.18 in cash for each ABN AMRO ADS, (the **ADS Cash Consideration** , and together with the ADS Exchange Ratio, the **ADS Consideration** ) in each case tendered pursuant to the Offer (Barclays Shares, including Barclays Shares represented by Barclays ADSs, to be offered pursuant to the Offer, the **Consideration Shares** );

(ii) an amount to be determined by Barclays, consisting of cash or Barclays Securities for each DR Pref tendered pursuant to the Offer (the **DR Pref Consideration** ); and

(iii) an amount, in cash equal to EUR 27.65 for each Convertible Share tendered pursuant to the Offer (the **Convertible Share Consideration** );

provided that Barclays shall at any time be entitled, but, subject to Clause 1.3 and applicable law, under no obligation whatsoever, to increase or revise the consideration offered under any or all of the Ordinary Share Exchange Ratio, the Ordinary Share Cash Consideration, the DR Pref Consideration or the Convertible Share Consideration, provided any revision shall not constitute a decrease of any such consideration offered or a relative decrease in the cash element offered by the Ordinary Share Consideration.

In connection with the Offer, Barclays will only issue whole Consideration Shares and whole Barclays Securities (if any) forming part of the DR Pref Consideration.

In connection with the Offer Barclays will make available to holders of ABN AMRO Shares a mix and match facility pursuant to which holders may, subject to availability, elect to vary the proportions in which they receive New Barclays Shares and cash in respect of their holdings of ABN AMRO Shares on terms that are to be further specified in the Offer Memorandum.

2.1.2 Clause 6.5 of the Merger Protocol shall be amended to read as follows:

Delivery of the tendered ABN AMRO Shares will take place against delivery of the Consideration Shares, Ordinary Share Cash Consideration, the ADS Cash Consideration, the Convertible Share Consideration, or the DR Pref Consideration, as the case may be, subject to the Offer having been declared unconditional (*gestand gedaan*). The Offer may be structured such that settlement of the Offer may take place in two stages, under which first delivery of the ABN AMRO Shares takes place against delivery of some other securities, which securities, upon delivery, are immediately as a second stage delivered against delivery of the Consideration Shares, Ordinary Share Cash Consideration, the ADS Cash Consideration, Convertible Share Consideration or the DR Pref Consideration, as the case may be. Settlement is expected to occur on the date which is the fifth Business Day after the Offer has been declared unconditional (*gestand gedaan*). The date on which Settlement will take place shall be the **Settlement Date** . Delivery of ABN AMRO Shares tendered in any post-acceptance period (*na-aanmeldingstermijn*) will take place subject

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to the terms of any post-acceptance period, but no later than the fifth Business Day after the results of the post-acceptance period have been publicly announced.

2.1.3 The Offer Condition set out under 1.8 in **Schedule 2** (Offer Conditions) shall be amended to read in accordance with **Annex B** (Regulatory Clearances).

2.1.4 The following definitions shall be added to **Schedule 4** (Definitions):

<b>ADS Cash Consideration</b>	has the meaning ascribed thereto in Clause 1.2(i);
<b>ADS Consideration</b>	has the meaning ascribed thereto in Clause 1.2(i);
<b>Barclays Share Buy Back</b>	means the proposed programme to buy back Barclays Shares as described in the Press Release;
<b>Barclays Share Placement</b>	means the placement by Barclays of new Barclays ordinary shares with Chorus and Tango as referred to in the Press Release, including the Barclays Shares to be made available to existing holders of Barclays Shares by way of claw back;
<b>Chorus</b>	means China Development Bank;
<b>Ordinary Share Consideration</b>	has the meaning ascribed thereto in Clause 1.2(i);
<b>Ordinary Share Cash Consideration</b>	has the meaning ascribed thereto in Clause 1.2(i);
<b>Tango</b>	means Temasek;

2.1.5 **Schedule 5** (Adjustments to Exchange Ratio) shall be amended to read in accordance with **Annex C** (Adjustments to Exchange Ratio).

2.1.6 All references in the Merger Protocol and this Amendment Letter to the Offer shall be deemed to be references to the Offer as revised by the Revised Offer.

**3. Recommendation, Pre-Offer Condition and Offer Conditions**

- 3.1 The Parties hereby agree that Barclays shall not hold ABN AMRO to any obligations under the Merger Protocol to include a recommendation by the ABN AMRO Boards in any press release, Offer Document, Registration Statement, Schedule TO, Prospectus or related communication to be published by Barclays that may be published on or before 30 July 2007, the next Business Day following a meeting of the ABN AMRO Supervisory Board that is scheduled to take place on 27 July. Should ABN AMRO serve notice on or before 30 July 2007 under Clause 12.2 of the Merger Protocol, Barclays shall not hold ABN AMRO to any obligations under the Merger Protocol to include a recommendation by the ABN AMRO Boards in any press release, Offer Document, Prospectus or related communication to be published by Barclays for the duration of the five Business Days after Barclays having received the notice provided for in Clause 12.2.
- 3.2 The statements contained in the ABN AMRO Press Release and any Public Statement regarding the Offer (but not concerning any Alternative Proposal) by ABN AMRO or any member of any ABN AMRO Board that is consequential to, and fully consistent with, the statements contained in the ABN AMRO Press Release ( **Consistent Public Statements** ) and that is made during the period referred to in Clause 3.1 of this Amendment Letter shall not be deemed to be a breach of the Merger Protocol as amended and supplemented by this Amendment Letter.
- 3.3 The Parties agree that should the ABN AMRO Boards determine on or before 30 July 2007 that they intend to withdraw their recommendation of the Offer and recommend a Competing Offer, ABN AMRO may make a public announcement to that effect immediately after such determination and without the requirement to take into account the five Business Day notice period set out in Clause 12.2 (but taking into account the provisions of Clause 15.2 of the Merger Protocol). For the avoidance of doubt, Parties confirm that in such case the other rights



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of Barclays pursuant to Clause 12, including the right to terminate the Merger Protocol in case the ABN AMRO Boards withdraw their recommendation and recommend a Competing Offer and the consequential rights under the Merger Protocol set out in Clause 19.6 of the Merger Protocol shall apply as if the five Business Day notice period and the corresponding steps set out in Clause 12.2 had been followed. Should the ABN AMRO Boards determine after 30 July 2007 that they intend to withdraw their recommendation of the Offer and recommend a Competing Offer, the procedures and consequential rights of Barclays pursuant to Clause 12.2 of the Merger Protocol shall apply in full.

- 3.4 The preceding provisions in Clause 3.1 through Clause 3.3 above do not amend any other contractual rights and obligations of Barclays or ABN AMRO under the Merger Protocol, including any other rights of Barclays under Clause 12 or any rights of Barclays under Clause 19, save that the right of Barclays to terminate the Merger Protocol pursuant to Clause 19.4 shall no longer be available to Barclays if and only to the extent that any member of the ABN AMRO Boards makes a Consistent Public Statement made in accordance with Clause 3.2 and during the period referred to in Clause 3.1 of this Amendment Letter.
- 3.5 A new Pre-Offer Condition shall be added in **Schedule 1** of the Merger Protocol, which shall read as follows:
- 1.29 The ABN AMRO Boards having confirmed in writing, and having made an appropriate press release confirming, their unanimous recommendation of the Revised Offer consistent with the terms of the Merger Protocol on or before 30 July 2007 or such later date as may be determined by Barclays.

For purposes of Clause 5 of the Merger Protocol, this Pre-Offer Condition shall be for the sole benefit of Barclays.

- 3.6 A new Offer Condition shall be added in **Schedule 2** of the Merger Protocol, which shall read as follows:
- 1.21 The obligation of the Offeror to declare the Offer unconditional shall be subject to the condition precedent that no Third Party declares or reaffirms that it makes or intends to make an offer or an amended offer for shares in ABN AMRO.

In case this Offer Condition is not fulfilled, the Offeror may change the consideration offered in the Offer, provided that the change shall not comprise a decrease of the consideration offered in the Offer compared to the consideration offered by the Offer just prior to the time such change is made. For so long as the Merger Protocol is not terminated, the Offeror agrees with ABN AMRO that it shall not invoke this Offer Condition without announcing a change to the consideration offered in the Offer, unless it has obtained the prior written agreement of ABN AMRO.

For purposes of Clause 6 of the Merger Protocol, this Offer Condition shall be for the sole benefit of Barclays.

**4. Supplemental Provisions**

- 4.1 ABN AMRO agrees that Barclays shall be permitted under the Merger Protocol as amended and supplemented by this Amendment Letter to carry out all actions in respect of the Revised Offer, the Barclays Share Placement, the Barclays Share Buy Back and their implementation, all as described in the Press Release. In addition, subject to its legal and statutory obligations, ABN AMRO agrees to carry out all actions, and procure that its group companies carry out all actions in relation to the payment of a EUR 12 billion dividend by ABN AMRO Holding following completion of the LaSalle Agreement or a Sale Contract, as contemplated by the Press Release, and obtaining any requisite regulatory clearances therefor. Immediately following execution of this Amendment Letter Barclays shall provide ABN AMRO with a copy of all executed agreements regarding the Barclays Share Placement and the Barclays Share Buy Back, including the

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strategic partnership agreement referred to in Appendix II of the Press Release. If and to the extent the position of ABN AMRO and ABN AMRO shareholders under the Merger Protocol is adversely affected by any of the agreements referred to in the preceding sentence in a manner that is not reasonably apparent from the Press Release, the Parties confirm that they will enter into discussions with a view to identifying and assessing any such issues and agreeing the appropriate way to resolve them.

4.2 It is recognised and accepted that each of Chorus and Tango shall have the right to nominate a non-executive director for appointment to the Barclays Board effective after consummation of the Offer. The Parties confirm that they will enter into discussions with a view to reaching agreement no later than 30 July 2007 as to the composition of the Barclays Board following consummation of the Offer, with due regard to such composition as originally envisaged by the Merger Protocol at the time it was entered into on 23 April 2007.

4.3 Both Parties note that, subject to waiver or satisfaction of the Pre-Offer Conditions, launch of the Revised Offer must be on or before a date set or to be set by the AFM, and agree to cooperate fully in accordance with the procedures laid down in the Merger Protocol to endeavour to meet such deadline, including making available in a timely fashion all relevant information that must be included in the Offer Document, Prospectus, the Class 1 Circular, the Registration Statement, Schedule TO and Schedule 14D-9.

4.4 The entering into of this Amendment Letter shall, other than as explicitly agreed in this Amendment Letter, not affect any accrued rights and obligations under the Merger Protocol prior to the entering into of this Amendment Letter.

**5. Governing law and disputes**

This Letter Agreement is governed by, and shall be construed in accordance with, the laws of The Netherlands. The provisions of Clause 22 (Governing Law And Disputes) of the Merger Protocol shall apply to this letter as if incorporated herein.

Please confirm that you agree to the provisions of this Amendment Letter by signing and dating where indicated below on a copy of this letter and returning it to us. This Amendment Letter may be executed in any number of counterparts, each of which when executed and delivered shall be an original but all counterparts together constitute one and the same instrument.

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Signed for and on behalf of  
**BARCLAYS PLC**

/s/ L. C. Dickinson

By: L. C. Dickinson  
Title: Company Secretary  
Place:

Signed for and on behalf of  
**ABN AMRO HOLDING N.V.**

/s/ R. Groenink

By: R. Groenink  
Title: Chairman of the Managing Board  
Place: Amsterdam

/s/ H.W. Nagtglas Versteeg

By: H.W. Nagtglas Versteeg  
Title: Company Secretary  
Place: Zeist

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**ANNEX A PRESS RELEASE**

Revised Offer Announcement

Share Placing Announcement

**[Previously Disclosed]**

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**ANNEX B REGULATORY CLEARANCES**

1.8 Without limitation to paragraph 1.7 above:

- (i) the Competent Regulatory Authorities in The Netherlands have given their declaration of no-objection in accordance with and to the extent required by the DFSA in respect of each person (whether or not a member of the Combined Group) who will hold, obtain or increase a qualifying holding (for the purposes of the DFSA) or exercise any control relating to such a qualifying holding in any credit institution, financial institution, UCITS management company, investment firm, insurance undertaking or other undertaking, not being an aforementioned financial undertaking (*financiële onderneming*) within the meaning of the DFSA which is a member of the Combined Group (and for any reduction of own funds, dividend or distribution of or payment from an item of reserves, taking over of assets and liabilities, merger or reorganisation to be carried out) in connection with the Merger or the Offer, its implementation, the proposed direct or indirect acquisition of any shares or other securities in, or control of, ABN AMRO or any member of the ABN AMRO Group by Barclays or any member of the Barclays Group, the payment of any dividend or other distribution by ABN AMRO Bank N.V. or ABN AMRO following the Offer relating to the proceeds of the disposal of LaSalle, the implementation of the Structuring Action or the operation of the Combined Group in accordance with this Merger Protocol;
- (ii) the FSA has notified its approval in writing in respect of each person (whether or not a member of the Combined Group) who will acquire control or any additional or increased control (for the purposes of FSMA) over any UK authorised person (within the meaning of FSMA) which is a member of the Combined Group in connection with the Merger or the Offer, its implementation, the proposed direct or indirect acquisition of any shares or other securities in, or control or management of, ABN AMRO or any member of the ABN AMRO Group by Barclays or any member of the Barclays Group, the implementation of the Structuring Action or the operation of the Combined Group in accordance with this Merger Protocol or, where no such notification has been made in respect of any such person, the period allowed under such Act for the FSA to notify any objections to such person acquiring such control or any such additional or increased control having expired without notification of such objection and the FSA has not cancelled or varied, and has not notified (or intimated that it may notify) any proposal to cancel or vary, any permission (within the meaning of FSMA) held by any such authorised person at the date of this Merger Protocol;
- (iii) DNB has confirmed that it has no objection in relation to the appointment of the Nominated Individuals to the management board and supervisory board of ABN AMRO Bank N.V., subject to and with effect as of the time the Offer is declared unconditional, and the FSA has approved the Nominated Individuals being appointed to the board of directors of Barclays Bank to perform the functions of a director thereof, subject to and with effect as of the time the Offer is declared unconditional;
- (iv) all approvals have been received or notices have been filed under United States federal or state banking laws that are necessary to permit consummation of the Offer and the Merger, and all required waiting periods have expired;
- (v) the European Commission has issued a decision under Article 6(1)(b) of the EU Merger Regulation, or is deemed to have done so under Article 10(6) of the EU Merger Regulation, declaring the Merger and the Offer compatible with the Common Market without attaching to its decision any conditions or obligations and in the event that a request under Article 9(2) of the EU Merger Regulation has been made by a Member State, the European Commission has indicated that it has decided not to refer the Merger or the Offer (or any part thereof) or any matter arising therefrom to a competent authority of a Member State in accordance with Article 9(1) of the EU Merger Regulation;



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- (vi) the applicable waiting period, if any, under the HSR Act in Relation to the Merger or the Offer has expired or been terminated, and no order is issued by any competent U.S. governmental authority (whether temporary, preliminary or permanent) preventing the implementation of the Merger or Offer and no U.S. governmental entity has indicated an intention or threatened to commence proceedings seeking the same and no proceedings seeking the same are pending and not finally resolved; and
- (vii) all notifications, filings, applications and Authorisations that are necessary in any jurisdiction in connection with the proposed acquisition by Chorus or Tango (or any subsidiary of either of them) of shares in Barclays pursuant to the Barclays Share Placement (or any resulting indirect acquisition of any interest in any member of the Barclays Group or the ABN AMRO Group) have been made or obtained from all appropriate Third Parties and any waiting periods (or extensions thereof) under any applicable legislation of any jurisdiction during which any Third Party may oppose or take or announce steps which could impede such acquisition have expired, lapsed or been terminated (except for those that cannot be made, obtained, expire or lapse before the acquisition of those shares).

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**Table of Contents****ANNEX C ADJUSTMENTS TO EXCHANGE RATIO**

1. A Party may (notwithstanding Clause 7.1 of this Merger Protocol and **Schedule 3**, other than the final sentence of paragraph (c) of **Schedule 3**) effect a Capital Raising or Capital Return as defined in paragraph 4 below, subject to the Ordinary Share Exchange Ratio and the related ADS Exchange Ratio and, if relevant, the DR Pref Consideration being adjusted as contemplated by this **Schedule 5** and provided always that none of the proceeds under the LaSalle Agreement or a Sale Contract may in any circumstance be distributed during the Interim Period by any means whatsoever.
2. The Parties agree that the Ordinary Share Exchange Ratio is expressed on the basis of the value of Barclays Shares by reference to the closing share price on the Calculation Date relative to the value of ABN AMRO Ordinary Shares implied by the Ordinary Share Exchange Ratio and the purpose of the adjustments contemplated in this **Schedule 5** is to factor into this ratio the impact on the relative values of Barclays and ABN AMRO arising from certain actions.
3. For the purposes of clarity, the proposed dividends relating to the financial year ended 31 December 2006 and any interim dividends in respect of the financial year commencing 1 January 2007 (provided any such interim dividend is consistent with the dividend policy of such Party prevailing as at the date of this Merger Protocol and does not exceed reasonable market expectations as on 20 April 2007) and any repurchase of ordinary shares permitted by paragraph (n)(vi) of **Schedule 3** shall not result in an adjustment of any ratio contemplated by this **Schedule 5**.
4. Where there is a Capital Raising or Capital Return, the Ordinary Share Exchange Ratio shall be adjusted in accordance with the following formula (calculated to two (2) decimal places):-

**Adjusted Ordinary Share Exchange Ratio is equal to:**

(Ordinary Share Exchange Ratio on Calculation Date x Barclays Share Price on Calculation Date x Number of ABN AMRO Ordinary Shares in issue on Calculation Date

-

Aggregate value of Capital Return(s) by ABN AMRO between Calculation Date and Settlement Date (in GBP)

+

Aggregate value of Capital Raising(s) by ABN AMRO between Calculation Date and Settlement Date (in GBP)

-

((Number of ABN AMRO Ordinary Shares in issue on Settlement Date - Number of ABN AMRO Ordinary Shares in issue on Calculation Date) x Ordinary Share Cash Consideration)))

/

(Number of ABN AMRO Ordinary Shares in issue on Settlement Date)

divided by:

(Barclays Share Price on Calculation Date x Number of ordinary Barclays Shares in issue on Calculation Date

-

Aggregate value of Capital Return(s) by Barclays between Calculation Date and Settlement Date

+

Aggregate value of Capital Raising(s) by Barclays between Calculation Date and Settlement Date)

/

(Number of ordinary Barclays Shares in issue on Settlement Date)

5. In any calculation of the Adjusted Ordinary Share Exchange Ratio, the GBP/ EUR exchange rate shall be the relevant reference rate as published by the European Central Bank (and quoted on its website) prevailing on the date of the Capital Return or the Capital Raising.

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6. In this **Schedule 5**:

**ADS Exchange Ratio** has the meaning ascribed to it in Clause 1.2(i) of this Merger Protocol.

**Calculation Date** means 20 July 2007.

**Capital Raising** means the issue of (i) any ordinary shares by a Party; or (ii) paid-for newly granted rights to acquire the issued ordinary shares of either Party (whether or not otherwise permitted under or for the purposes of Clause 7.1 of this Merger Protocol and **Schedule 3**). Capital Raising shall exclude monies raised and shares issued under the Barclays Share Placement.

**Capital Return** means the declaration of a dividend, capital repayment or any other distribution by a Party in respect of its ordinary shares (whether or not otherwise permitted under or for the purposes of Clause 7.1 of this Merger Protocol and **Schedule 3**, other than the final sentence of paragraph (c) of **Schedule 3**), but excluding any transaction referred to in paragraph 3 of this **Schedule 5**. For the avoidance of doubt, any repurchase of ordinary shares at market at the time of the repurchase shall not result in an adjustment of any ratio contemplated by this Schedule 5.

**Ordinary Share Exchange Ratio** has the meaning ascribed to it in Clause 1.2 (i) of this Merger Protocol.

In respect of each Party, the number of shares in issue are calculated on a fully diluted basis, minus the number of shares in issue on the Calculation Date that were held by that Party as Treasury shares, plus all ordinary shares repurchased by that Party from the Calculation Date to the Settlement Date. Shares issued under the Barclays Share Placement shall be excluded from the calculation of Barclays shares in issue on Settlement Date.

Unless specifically defined in this **Schedule 5**, defined words and phrases shall have the meaning ascribed to them in this Merger Protocol.

7. Where ABN AMRO receives cash consideration for the sale of LaSalle (the **LaSalle Proceeds** ) which is less than US\$ 21 billion (the **LaSalle Amount** ), an amount equal to the shortfall shall be deemed to have been a distribution by ABN AMRO and therefore amounts to a Capital Return by ABN AMRO for the purposes of this **Schedule 5**. However, where the La Salle Proceeds are in excess of the La Salle Amount, this shall not amount to a Capital Raising for the purposes of this **Schedule 5** and, consequently, there shall be no adjustment to the Ordinary Share Adjustment Ratio as a result of the excess proceeds.
8. Where a Party undertakes a Capital Raising or Capital Return (i) the relevant ADS Exchange Ratio; (ii) the DR Pref Consideration; and (iii) Convertible Share Consideration shall be equitably adjusted to the extent necessary to reflect the Adjusted Ordinary Share Exchange Ratio on a basis consistent with the principles of this **Schedule 5**.
9. Where a Party elects to undertake a Capital Raising or a Capital Return it shall promptly provide the other Party with a calculation of the effect on the Adjusted Ordinary Share Exchange Ratio (and the related ratios) and use all reasonable endeavours to reach agreement on such adjustments. In the absence of agreement within 5 Business Days of the calculation being submitted for agreement, the matter shall be referred to an expert pursuant to Clause 6.8.
10. For the avoidance of doubt, except as provided in paragraph 1 of this **Schedule 5**, any adjustment made pursuant to the provision of this Schedule shall not constitute a waiver or settlement with respect to any breach by any Party of the provisions of **Schedule 3** or Clause 7.1(a) and shall not limit any rights of any Party with respect thereto.
11. This Schedule 5 shall cease to operate, and no adjustment shall be made to the final exchange ratio, after the date the Offer is declared unconditional. During the period from then until the settlement of any final acceptances under

the Offer, no action may be taken by either party which would otherwise have given rise to an adjustment under this Schedule 5.

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12. The intended operation of this **Schedule 5** is illustrated in the following worked examples:

**13. Example 1. Barclays issues 1,000m new shares at £5.25**

Value per Barclays share on Calculation Date	£7.135
Number of Barclays shares issued and outstanding on Calculation Date	6,389m
Ordinary Share Exchange Ratio	2.13
EUR-GBP exchange rate on Calculation Date	1.48
Ordinary Share Cash Consideration	13.15
Ordinary Share Cash Consideration (expressed in GBP)	£8.89
Implied ABN AMRO share price on Calculation Date (expressed in GBP)	£24.08
Share price at which placement is made (expressed in GBP)	£5.25
Number of shares issued in the placement	1,000m
Number of Barclays shares outstanding post placement	7,389m
Adjusted Ordinary Exchange Ratio = $(2.13 \times 7.135) / ((7.135 \times 6,389 + 1,000 \times 5.25) / 7,389)$	2.21

**14. Example 2. ABN AMRO pays a special dividend of 500m**

Value per Barclays share on Calculation Date	£7.135
Ordinary Share Exchange Ratio	2.13
EUR-GBP exchange rate on Calculation Date	1.48
Ordinary Share Cash Consideration	13.15
Ordinary Share Cash Consideration (expressed in GBP)	£8.89
Implied ABN AMRO share price on Calculation Date (expressed in GBP)	£24.08
Number of ABN AMRO shares issued and outstanding on Calculation Date	1,846m
Special dividend declared and paid by ABN AMRO	500m
Adjusted Ordinary Exchange Ratio = $((2.13 \times 7.135 \times 1,846 - 500 / 1.48) / 1,846) / 7.135$	2.10

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**ANNEX D ABN AMRO Press Release  
[Previously Disclosed]**

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**ANNEX A 3**  
**MERGER PROTOCOL AMENDMENT LETTER OF JULY 30, 2007**

Barclays PLC  
Churchill Place 1  
Canary Wharf, E14 5HP  
London, United Kingdom  
Attention: Mr John Varley, Group Chief Executive  
Dear Sirs

**Merger Protocol Amendment Letter**

We refer to the merger protocol that was made on 23 April 2007 between:

- (i) **ABN AMRO Holding N.V.**, a public limited liability company, duly incorporated and validly existing under the laws of The Netherlands, having its registered office at Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands ( **ABN AMRO** ); and
- (ii) **Barclays PLC**, a public limited liability company, duly incorporated and validly existing under the laws of England, having its registered office at 1 Churchill Place, Canary Wharf, E14 5HP, London, United Kingdom ( **Barclays** );

in connection with an intended public offer for all outstanding shares in the capital of ABN AMRO, as amended from time to time (the **Merger Protocol** ). Unless the context provides otherwise, capitalised terms used herein shall have the meaning assigned thereto in the Merger Protocol. On 20 July 2007 you made a revised proposal and at that time neither of us wished to terminate the Merger Protocol. We therefore agreed by letter of 23 July 2007 (the **First Amendment Letter** ) to certain amendments of the Merger Protocol to accommodate our review of the revised offer and to facilitate the announcement of your revised offer to the markets by open of business on 23 July 2007. In light of present circumstances, the ABN AMRO Boards, after having considered the advice of outside legal counsel and financial advisors, acting in good faith and observing their fiduciary duties, have concluded not to continue to recommend the Offer for acceptance to the shareholders of ABN AMRO at this stage, whilst the ABN AMRO Boards continue to support the Offer. We have agreed that neither of us at this time wishes to terminate the Merger Protocol and/or claim payment of the break fee as contemplated by the Merger Protocol.

Upon your countersignature of this letter agreement (the **Second Amendment Letter** ), we hereby mutually agree as follows:

**1. Placement of Press Release/Filing of 14D-9**

- 1.1 Before opening of trading on Eurolist by Euronext Amsterdam and the London Stock Exchange on 30 July 2007, the press release attached hereto as **Annex A** (the **ABN AMRO Press Release** ) which has been notified to the Netherlands Authority for the Financial Markets (*Autoriteit Financiële Markten*) (the **AFM** ) and of which the AFM has confirmed it has no further comments, will be issued by ABN AMRO.
- 1.2 In the course of 30 July 2007, ABN AMRO shall file a Schedule 14D-9 with the SEC in accordance with the draft thereof attached hereto as **Annex B**.
- 1.3 Before opening of trading on Eurolist by Euronext Amsterdam and the London Stock Exchange on 30 July 2007, the press release attached hereto as **Annex C** (the **Barclays Press Release** ) which has been notified to the AFM and of which the AFM has confirmed it has no further comments, will be issued by Barclays.

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**2. Amendment of the Merger Protocol**

2.1 Certain provisions of the Merger Protocol will be amended as set out herein below:

2.1.1 Recital (K) of the Merger Protocol shall be amended to read as follows:

(K) ABN AMRO's management board ( **Management Board** ) and ABN AMRO's supervisory board ( **Supervisory Board** ), and together with the Management Board, the **ABN AMRO Boards** ), decided on 22 April 2007 to enter into this Merger Protocol and to unanimously recommend the initial Offer to ABN AMRO's shareholders. On 27 July 2007 ABN AMRO Boards, after having considered the advice of outside legal counsel and financial advisors, acting in good faith and observing their fiduciary duties, concluded not to continue to recommend the Offer for acceptance to the shareholders of ABN AMRO from a financial point of view, but to continue to support the Offer. The board of directors of Barclays (the **Barclays Board** ) has decided to enter into this Merger Protocol and to unanimously recommend the Merger to Barclays shareholders;

2.1.2 Recitals (L) and (M) of the Merger Protocol and the references thereto in Clause 1.14 of the Merger Protocol shall be deleted.

2.1.3 The text of paragraph (i) in Clause 1.2 shall be amended to read as follows:

(i) 2.13 Barclays Shares for each Ordinary Share (the **Ordinary Share Exchange Ratio** ) and an amount of EUR 13.15 in cash for each Ordinary Share (the **Ordinary Share Cash Consideration** ), and together with the Ordinary Share Exchange Ratio, the **Ordinary Share Consideration** ) and 0.5325 Barclays ADSs for each ABN AMRO ADS (the **ADS Exchange Ratio** ) and such amount in USD, based on the conversion of the Euro consideration to which holders of ABN AMRO ADSs are entitled, net of any applicable fees and expenses, into USDs at the average exchange rate obtainable by The Bank of New York, the ADS exchange agent, calculated over the five business days prior to the date the cash consideration is received by the ADS exchange agent for delivery in respect of such ABN AMRO ADSs in cash for each ABN AMRO ADS (the **ADS Cash Consideration** ), and together with the ADS Exchange Ratio, the **ADS Consideration** ) in each case tendered pursuant to the Offer (Barclays Shares, including Barclays Shares represented by Barclays ADSs, to be offered pursuant to the Offer, the **Consideration Shares** );

2.1.4 Clause 1.7 of the Merger Protocol shall be amended to read as follows:

1.7 The Offer Document shall, amongst others, contain (i) a full description of the envisaged transaction structure, (ii) a description of the undertakings contained in Clauses 3 and 7 and (iii) the ABN AMRO Boards Position.

2.1.5 Clauses 4.1 and 4.2 of the Merger Protocol shall be amended to read as follows:

4. ABN AMRO Boards Position/Recommendation of Competing Offer

4.1 ABN AMRO confirms that the ABN AMRO Boards have unanimously resolved to approve the entering into of this Merger Protocol.

4.2 Subject to Clause 12.2 and the need to observe their fiduciary duties, and act accordingly as contemplated in Clause 14, none of the members of the ABN AMRO Boards (a) shall make any contradictory Public Statement as to their position with respect to the Offer that would constitute a significant change in the nature of the ABN AMRO Boards Position as an expression of support of the strategic benefits of the combination with Barclays (a **Contradictory Public Statement** ), or (b) shall make any Public Statement recommending any Alternative Proposal relating to ABN AMRO, as defined in Clause 11.2, unless (i) ABN AMRO has consulted with Barclays about such statement prior to it being made public, or (ii) ABN AMRO or Barclays has terminated

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this Merger Protocol in accordance with Clause 13, Clause 14 or Clause 19. The sole remedy for breach of this Clause 4.2 is set forth in Clause 19.4 and 19.6.

2.1.6 Clause 4.5 of the Merger Protocol shall be amended to read as follows:

4.5 The Parties agree that the Offer Document, the Prospectus, the Class 1 Circular, the Registration Statement, Schedule TO and Schedule 14D-9 will include the ABN AMRO Boards Position and will state that the Barclays Board unanimously recommend the Offer, subject to such recommendation not having been withdrawn in accordance with the terms of this Merger Protocol.

2.1.7 Clauses 7.7 and 7.9 of the Merger Protocol shall be deleted.

2.1.8 Clause 12.2 of the Merger Protocol shall be amended to read as follows:

12.2 In the event that the ABN AMRO Boards determine that they intend to recommend the Competing Offer:

12.2.1 ABN AMRO shall promptly inform Barclays in writing (such information in writing hereinafter the **Notice** ) thereof, and shall confirm in the Notice that the Boards intend, acting in good faith and observing their fiduciary duties under applicable law and in the absence of a Revised Offer as described in 12.2.2 below, to recommend the Competing Offer for ABN AMRO, which Notice shall have attached the most current written version of such Competing Offer;

12.2.2 Barclays shall have 5 (five) Business Days following the date on which it has received the Notice to communicate to the ABN AMRO Boards a revision of the Offer ( **Revised Offer** );

12.2.3 Provided that (i) ABN AMRO acts and has at all times acted in accordance with Clauses 11, 12.2.1 and 12.2.2 and (ii) either (a) Barclays fails to communicate a Revised Offer within 5 (five) Business Days after having received the Notice or (b) the ABN AMRO Boards reaffirm to Barclays in writing at the end of such period, after taking into account any Revised Offer, acting in good faith and observing their fiduciary duties under applicable law, that the ABN AMRO Boards intend to recommend the Competing Offer, each of ABN AMRO and Barclays shall be entitled to terminate this Merger Protocol with immediate effect, without prejudice to Clause 19, and the ABN AMRO Boards may recommend the Competing Offer; and

12.2.4 If Barclays has communicated a Revised Offer to the ABN AMRO Boards in accordance with Clause 12.2.2 and the ABN AMRO Boards decide not to recommend the Competing Offer, ABN AMRO shall notify the third party proposing the Competing Offer that it does not intend to recommend such Competing Offer and publicly announce the terms of the Revised Offer which shall be publicly recommended by the ABN AMRO Boards. ABN AMRO and Barclays shall not be permitted in such circumstances to terminate this Merger Protocol and ABN AMRO and Barclays and each of the members of the ABN AMRO Boards and the Barclays Board shall continue to be bound by their respective rights and obligations of this Merger Protocol, including in relation to any other Competing Offer.

2.1.9 Clause 19.4 of the Merger Protocol shall be amended to read as follows:

19.4 Barclays may terminate this Merger Protocol with immediate effect if any member of the ABN AMRO Boards makes any Contradictory Public Statement or makes any Public Statement recommending any Alternative Proposal in relation to ABN AMRO, unless the ABN AMRO Boards shall have reaffirmed by way of a public announcement the ABN AMRO Boards Position and that the ABN AMRO Boards do not recommend any Alternative Proposal as soon as possible, but in any event within 24 (twenty four) hours

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after ABN AMRO or Barclays has become aware of any such Public Statement referred to above.

2.1.10 The following text shall be added beneath the text of the Offer Condition set out under 1.8 in **Schedule 2** (Offer Conditions):

and (a) all such Authorisations remain in full force and effect, (b) no such Authorisations are subject to any material term or material condition which has not been fulfilled or satisfied.

2.1.11 The definition of ABN AMRO Boards Recommendation in **Schedule 4** shall be amended to read as follows:

ABN AMRO Boards Position means the opinion (*gemotiveerde standpuntbepaling*) of the Management Board and Supervisory Board in respect of the Offer as announced on 30 July 2007 by way of the ABN AMRO Press Release attached as **Annex A** as adjusted from time to time by ABN AMRO without such adjustments individually or jointly constituting a Contradictory Public Statement.

2.1.12 Any reference in the Merger Protocol to ABN AMRO Boards Recommendation or recommendation of the Offer by the ABN AMRO Boards shall be deemed to be a reference to ABN AMRO Boards Position to the extent consistent with the terms of this Second Amendment Letter, and without prejudice to Clause 3.2 below.

**3. Pre-Offer Conditions**

3.1 Barclays hereby agrees to waive Pre-Offer Condition 1.1 (irrevocable undertakings).

3.2 The Pre-Offer Condition set out in 1.29 under **Schedule 1** shall be rolled-over as an Offer Condition and shall be added as Offer Condition set out under 1.23 in **Schedule 2**, and shall read as follows:

1.23 Before the Closing Date, the ABN AMRO Boards having confirmed in writing, and having made an appropriate press release confirming, their unanimous recommendation of the Offer for acceptance by the holders of ABN AMRO Shares and the ABN AMRO ADSs.

3.3 For purposes of Clause 6 of the Merger Protocol, the Offer Condition set out in Clause 3.2 above shall be for the sole benefit of Barclays. The first sentence of Clause 6.3 and the last sentence of Clause 6.2 are not applicable to the Offer Condition set out in Clause 3.2 above.

**4. Supplemental Provisions**

4.1 ABN AMRO shall be entitled (i) to engage in discussions or negotiations with the consortium consisting of Royal Bank of Scotland plc, Fortis S.A./ N.V. and Banco Santander Central Hispano, S.A. (the **Consortium** ) and (ii) subject to Clause 11.6 of the Merger Protocol, to provide the Consortium with Confidential Information, without ABN AMRO having to notify Barclays that the ABN AMRO Boards have concluded that the offer published by them on 20 July 2007 would be reasonably likely to constitute or develop into a Competing Offer.

4.2 Clause 3.1 of the First Merger Protocol Amendment Letter is hereby replaced with the following:

The Parties hereby agree that the ABN AMRO Boards Position shall be included in the Offer Document, the Prospectus, Registration Statement, Schedule TO, Schedule 14D-9 or related communication to be published by Barclays.

4.3 This Second Amendment Letter replaces the provisions of sections 3.2 through 3.4 of the Amendment Letter.

4.4 It is recognised and accepted that each of China Development Bank and Temasek shall have the right to nominate a non-executive director for appointment to the Barclays Board effective



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after consummation of the Offer. Parties recognise and accept that if such directors are appointed, this would result in an expansion of the Barclays Board from nineteen (19) directors, as envisaged by Clause 3.1 of the Merger Protocol, to twenty-one (21) directors, including sixteen (16) non-executive directors. In the event that the number of directors of the Barclays Board shall in the two years following the consummation of the Offer be reduced, the pro rata representation of directors nominated by ABN AMRO and of directors nominated by Barclays shall remain the same.

- 4.5 The Parties confirm that the employee consultation and information procedures as set out in the Pre-Offer Condition 1.14 under **Schedule 1** of the Merger Protocol have been completed.
- 4.6 For the avoidance of doubt, Barclays and ABN AMRO shall continue to cooperate with each other in preparing the Offer Document, the Prospectus, Registration Statement, Schedule TO, Schedule 14D-9 or related communications and Barclays and ABN AMRO shall in accordance with Clauses 1.5 to Clause 1.16 of the Merger Protocol continue to take responsibility for information included in these publications that is provided by any of them. Any press release, the Offer Document, the Prospectus, Registration Statement, Schedule TO, Schedule 14D-9 or related communication to be published by Barclays or ABN AMRO shall continue to describe the proposed transaction as a merger between ABN AMRO and Barclays.
- 4.7 The Parties acknowledge that under the existing Merger Protocol, withdrawal of the recommendation of the Offer by the ABN AMRO Boards results in a right for Barclays to terminate the Merger Protocol and to receive immediate payment of EUR 200 million by way of compensation for loss and damages suffered. In view of the wish of the Parties not to terminate the Merger Protocol and in view of the continued support of the ABN AMRO Boards, Barclays agrees to defer the collection of the above sum until any public announcement is made by Barclays by way of a press release that the Merger Protocol is terminated in accordance with its terms (whether or not the Offer has been launched), in which case ABN AMRO shall pay the above sum within 48 hours after Barclays has made such announcement, provided that Barclays shall not have a right to receive payment of this sum: (a) in case the Offer has been declared unconditional; or (b) in case ABN AMRO announces following the date of this Second Amendment Letter that the ABN AMRO Boards renew the recommendation of the Offer and, during the currency of that recommendation, Barclays subsequently announces that the Merger Protocol is terminated in accordance with its terms without the Offer having been declared unconditional (whether or not the Offer has been launched). Clause 20.9 of the Merger Protocol applies to any payment of the above sum of EUR 200 million. Barclays shall be entitled to assign any and all rights under this Clause to Barclays Bank PLC. This Clause 4.7 is without prejudice to Barclays other rights under Clause 19.6 of the Merger Protocol, provided that the sum of EUR 200 million as referred to in Clause 19.6 of the Merger Protocol shall be payable only once. Likewise the sum of EUR 200 million as referred to in Clause 19.7 shall be payable only once.
- 4.8 The entering into of this Second Amendment Letter shall, other than as explicitly agreed in this Second Amendment Letter, not affect any accrued rights and obligations under the Merger Protocol prior to the entering into of this Second Amendment Letter.

**5. Governing law and disputes**

This Second Amendment Letter is governed by, and shall be construed in accordance with, the laws of The Netherlands. The provisions of Clause 22 (Governing Law And Disputes) of the Merger Protocol shall apply to this letter as if incorporated herein.

Please confirm that you agree to the provisions of this Second Amendment Letter by signing and dating where indicated below on a copy of this letter and returning it to us. This Second Amendment Letter may be executed in any number of counterparts, each of which when executed and delivered shall be an original but all counterparts together constitute one and the same instrument.

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Signed for and on behalf of  
**BARCLAYS PLC**

/s/ John Varley

By: J. Varley  
Title: CEO  
Place: London

Signed for and on behalf of  
**ABN AMRO HOLDING N.V.**

/s/ Rijkman Groenink

By: Rijkman Groenink  
Title: Chairman of the Managing Board  
Place: Amsterdam

/s/ Huibert Boumeester

By: Huibert Boumeester  
Title: Chief Financial Officer  
Place: Amsterdam

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**ANNEX A ABN AMRO PRESS RELEASE  
[Previously Disclosed]**

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**ANNEX B SCHEDULE 14D-9  
[Previously Disclosed]**

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**ANNEX C BARCLAYS PRESS RELEASE  
[Previously Disclosed]**

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**ANNEX A-4  
LETTER AGREEMENT OF AUGUST 3, 2007**

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**The ADS Exchange Agent for the Exchange Offer in the United States is:  
The Bank of New York**

**By Mail:**  
The Bank of New York  
Tender & Exchange  
Department  
P.O. Box 11248  
Church Street Station  
New York, NY 10286-1248

**By Hand Delivery**  
The Bank of New York  
Reorganization Services  
101 Barclay Street  
Receive and Deliver Window,  
Street Floor  
New York, NY 10286

**By Overnight Delivery**  
The Bank of New York  
Tender & Exchange  
Department 11 West  
101 Barclay Street  
New York, NY 10286

**The Dutch Listing and Exchange Agent for the Exchange Offer is:**

**ABN AMRO Bank**  
**By Mail:**  
ABN AMRO Bank N.V.  
Kemelstede 2  
4817 ST Breda  
The Netherlands  
Tel: +31(0) 76 579 9455 or  
+800 2222 0024

Any questions or requests for assistance or additional copies of the document, the letter of transmittal and related materials may be directed to the information agent at its telephone number and location listed below. Holders of ABN AMRO ordinary shares or ABN AMRO ADSs may also contact their local broker, commercial bank, trust company or nominee for assistance concerning the exchange offer.

**The Information Agent for the Exchange Offer in the United States is:  
Georgeson**

***US and Canada***  
17 State Street, 10th floor  
New York, NY 10004  
Banks and Brokers call: (212) 440-9800  
Toll Free: (888) 605 7547

***Europe***  
Vintners Place  
68 Upper Thames Street  
London UK EC4V 3BJ  
Banks and Brokers Call: +44 (0) 870 703 6357  
Toll Free: 0800 408 0099

**The Dealer Manager for the Exchange Offer in the United States is:  
Deutsche Bank Securities Inc.  
60 Wall Street  
New York, NY 10005**

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**PART II  
INFORMATION NOT REQUIRED IN PROSPECTUS**

**Item 20. *Indemnification of Directors and Officers***

Barclays is subject to the provisions of the Companies Act 1985 (as amended) (the **1985 Act**). The relevant provisions of the 1985 Act in respect of the indemnification of directors and officers are sections 309A, 309B, 309C, 310, 337A and 727.

*Section 309A of the 1985 Act (as amended by the Companies (Audit, Investigations and Community Enterprise) Act 2004) provides:*

- (1) This section applies in relation to any liability attaching to a director of a company in connection with any negligence, default, breach of duty or breach of trust by him in relation to the company.
- (2) Any provision which purports to exempt (to any extent) a director of a company from any liability within subsection (1) is void.
- (3) Any provision by which a company directly or indirectly provides (to any extent) an indemnity for a director of (a) the company, or (b) an associated company against any liability within subsection (1) is void. This is subject to subsections (4) and (5).
- (4) Subsection (3) does not apply to a qualifying third party indemnity provision (see section 309B(1)).
- (5) Subsection (3) does not prevent a company from purchasing and maintaining for a director of (a) the company, or (b) an associated company insurance against any liability within subsection (1).
- (6) In this section, associated company, in relation to a company (C), means a company which is C's subsidiary, or C's holding company or a subsidiary of C's holding company; provision means a provision of any nature, whether or not it is contained in a company's articles or in any contract with a company.

*Section 309B of the 1985 Act (as amended by the Companies (Audit, Investigations and Community Enterprise) Act 2004) provides:*

- (1) For the purposes of Section 309A(4) a provision is a qualifying third party indemnity provision if it is a provision such as is mentioned in Section 309A(3) in relation to which conditions A to C below are satisfied.
- (2) Condition A is that the provision does not provide any indemnity against any liability incurred by the director (a) to the company, or (b) to any associated company.
- (3) Condition B is that the provision does not provide any indemnity against any liability incurred by the director to pay (a) a fine imposed in criminal proceedings, or (b) a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising).
- (4) Condition C is that the provision does not provide any indemnity against any liability incurred by the director (a) in defending any criminal proceedings in which he is convicted, or (b) in defending any civil proceedings brought by the company, or an associated company, in which judgment is given against him, or (c) in connection with any application under any of the following provisions in which the court refuses to grant him relief, namely, (i) section 144(3) or (4) (acquisition of shares by innocent nominee), or (ii) section 727 (general power to grant relief in case of honest and reasonable conduct).

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- (5) In paragraph (a), (b) or (c) of subsection (4) the reference to any such conviction, judgment or refusal of relief is a reference to one that has become final.
- (6) For the purposes of subsection (5) a conviction, judgment or refusal of relief becomes final (a) if not appealed against, at the end of the period for bringing an appeal, or (b) if appealed against, at the time when the appeal (or any further appeal) is disposed of.
- (7) An appeal is disposed of (a) if it is determined and the period for bringing any further appeal has ended, or (b) if it is abandoned or otherwise ceases to have effect.

(8) In this section associated company and provision have the same meaning as in Section 309A.

*Section 309C of the 1985 Act (as amended by the Companies (Audit, Investigations and Community Enterprise) Act 2004) provides:*

- (1) Subsections (2) and (3) impose disclosure requirements in relation to a directors report under section 234 in respect of a financial year.
- (2) If (a) at the time when the report is approved under section 234A, any qualifying third-party indemnity provision (whether made by the company or otherwise) is in force for the benefit of one or more directors of the company, or (b) at any time during the financial year, any such provision was in force for the benefit of one or more persons who were then directors of the company, the report must state that any such provision is or (as the case may be) was so in force.
- (3) If the company has made a qualifying third-party indemnity provision and (a) at the time when the report is approved under section 234A, any qualifying third-party indemnity provision made by the company is in force for the benefit of one or more directors of an associated company, or (b) at any time during the financial year, any such provision was in force for the benefit of one or more persons who were then directors of an associated company, the report must state that any such provision is or (as the case may be) was so in force.
- (4) Subsection (5) applies where a company has made a qualifying third-party indemnity provision for the benefit of a director of the company or of an associated company.
- (5) Section 318 shall apply to (a) the company, and (b) if the director is a director of an associated company, the associated company, as if a copy of the provision, or (if it is not in writing) a memorandum setting out its terms, were included in the list of documents in section 318(1).

(6) In this section associated company and provision have the same meaning as in section 309A; and qualifying third-party indemnity provision has the meaning given by section 309B(1).

*Section 310 of the 1985 Act (as amended by the Companies (Audit, Investigations and Community Enterprise) Act 2004) provides:*

- (1) This section applies to any provision, whether contained in a company s articles or in any contract with the company or otherwise, for exempting any person (whether an officer or not) employed by the company as auditor from, or indemnifying him against, any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the company.
- (2) Except as provided by the following subsection, any such provision is void.
- (3) This section does not prevent a company (a) from purchasing and maintaining for any such auditor insurance against any such liability, or (b) from indemnifying any such auditor against any liability incurred by him

(i) in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted, or (ii) in connection with any

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application under section 727 (general power to grant relief in case of honest and reasonable conduct) in which relief is granted to him by the court.

*Section 337A of the 1985 Act (as amended by the Companies (Audit, Investigations and Community Enterprise) Act 2004) provides:*

- (1) A company is not prohibited by section 330 from doing anything to provide a director with funds to meet expenditure incurred or to be incurred by him (a) in defending any criminal or civil proceedings, or (b) in connection with any application under any of the provisions mentioned in subsection (2).
- (2) The provisions are section 144(3) and (4) (acquisition of shares by innocent nominee), and section 727 (general power to grant relief in case of honest and reasonable conduct).
- (3) Nor does section 330 prohibit a company from doing anything to enable a director to avoid incurring such expenditure.
- (4) Subsections (1) and (3) only apply to a loan or other thing done as mentioned in those subsections if the terms on which it is made or done will result in the loan falling to be repaid, or any liability of the company under any transaction connected with the thing in question falling to be discharged, not later than (a) in the event of the director being convicted in the proceedings, the date when the conviction becomes final, (b) in the event of judgment being given against him in the proceedings, the date when the judgment becomes final, or (c) in the event of the court refusing to grant him relief on the application, the date when the refusal of relief becomes final.
- (5) For the purposes of subsection (4) a conviction, judgment or refusal of relief becomes final (a) if not appealed against, at the end of the period for bringing an appeal, or (b) if appealed against, at the time when the appeal (or any further appeal) is disposed of.
- (6) An appeal is disposed of (a) if it is determined and the period for bringing any further appeal has ended, or (b) if it is abandoned or otherwise ceases to have effect.

*Section 727 of the 1985 Act provides:*

- (1) If in any proceedings for negligence, default, breach of duty or breach of trust against an officer of a company or a person employed by a company as auditor (whether he is or is not an officer of the company) it appears to the court hearing the case that that officer or person is or may be liable in respect of the negligence, default, breach of duty or breach of trust, but that he has acted honestly and reasonably, and that having regard to all the circumstances of the case (including those connected with his appointment) he ought fairly to be excused for the negligence, default, breach of duty or breach of trust, that the court may relieve him, either wholly or partly, from his liability on such terms as it thinks fit.
- (2) If any such officer or person as above-mentioned has reason to apprehend that any claim will or might be made against him in respect of any negligence, default, breach of duty or breach of trust, he may apply to the court for relief; and the court on the application has the same power to relieve him as under this section it would have had if it had been a court before which proceedings against that person for negligence, default, breach of duty or breach of trust had been brought.
- (3) Where a case to which subsection (1) applies is being tried by a judge with a jury, the judge, after hearing the evidence, may, if he is satisfied that the defendant or defender ought in pursuance of that subsection to be relieved either in whole or in part from the liability sought to be enforced against him, withdraw the case in whole or in part from the jury and forthwith direct judgment to be entered for the defendant or defender on such terms as to costs or otherwise as the judge may think proper.



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*Article 160 of the articles of association of Barclays PLC provide:*

- (a) Subject to the provisions of the statutes, but without prejudice to any indemnity to which he or she may otherwise be entitled, every director, other officer and auditor of the company and every former director, other former officer and former auditor of the company shall be indemnified out of the assets of the company against any liability, loss or expenditure incurred by him or her in the actual or purported execution and/or discharge of his or her duties and/or the exercise or purported exercise of his or her powers and/or otherwise in relation to or in connection with his or her duties, powers or office including (without prejudice to the foregoing) any liability incurred by him or her in defending any proceedings, whether civil or criminal, which relate to anything done or omitted to be done or alleged to have been done or omitted to be done by him or her as a director, officer or auditor of the company and in which judgment is given in his or her favour or in which he or she is acquitted or which are otherwise disposed of without any finding or admission of guilt or breach of duty on his or her part or incurred in connection with any application in which relief is granted to him or her by the court from liability in respect of any such act or omission or from liability to pay any amount in respect of shares acquired by a nominee of the company.
- (b) To the extent permitted by the statutes, the board may arrange and maintain insurance cover at the cost of the company in respect of any liability, loss or expenditure incurred by any director, other officer or auditor of the company in relation to anything done or alleged to have been done or omitted to be done by him or her as a director, officer or auditor.

The term *statutes* is defined in the articles of association as: the Companies Act 1985, the Companies Act 1989, the Companies Act 2006 and every other Act and statutory instrument for the time being in force concerning companies and affecting the company.

*Liability insurance coverage:*

Each of Barclays and Barclays (Netherlands) has obtained director's and officer's liability insurance coverage which, subject to policy terms and limitations, includes coverage for directors and officers of Barclays and Barclays (Netherlands) and to reimburse Barclays and Barclays (Netherlands) for amounts paid to directors or officers of Barclays and Barclays (Netherlands) by way of lawful indemnity.

**Item 21. Exhibits and Financial Statement Schedules**

**(a) Exhibit Index**

<b>Exhibit Number</b>	<b>Description</b>
2.1	Merger Protocol, dated April 23, 2007, between ABN AMRO Holding N.V. and Barclays PLC, as amended by the Merger Protocol Amendment Letter, dated July 23, 2007, and the Merger Protocol Amendment Letter, dated July 30, 2007 (included as Annex A-1, Annex A-2 and Annex A-3, respectively, to the offer document/prospectus contained in this registration statement)
3.1	Memorandum and Articles of Association of Barclays PLC, as adopted on April 26, 2007 (incorporated by reference to the Current Report on Form 6-K of Barclays PLC, filed on June 21, 2007)
3.2	Articles of Association of Barclays (Netherlands) N.V.****
5.1	Opinion of Clifford Chance LLP with respect to the validity of the Barclays ordinary shares to be registered***
5.2	Opinion of Clifford Chance LLP with respect to the validity of the Barclays (Netherlands) ordinary shares to be registered****
8.1	Opinion of Sullivan & Cromwell LLP with respect to material US tax consequences of the transaction***

- 8.2 Opinion of Clifford Chance LLP with respect to material UK and Dutch tax consequences of the transaction\*\*\*
- 10.1 First Subscription Agreement among Barclays PLC and Upper Chance Group Limited and China Development Bank, dated July 23, 2007\*\*

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<b>Exhibit Number</b>	<b>Description</b>
10.2	Conditional Investment Agreement among Barclays PLC, China Development Bank, Upper Chance Group Limited and JPMorgan Cazenove Limited, dated July 23, 2007**
10.3	Fullerton Subscription Agreement among Barclays PLC, Clover Investments (Mauritius) PTE LTD, Centaura Investments (Mauritius) PTE LTD, Baytree Investments (Mauritius) PTE LTD, Fullerton Management PTE LTD and JPMorgan Cazenove Limited, dated July 23, 2007**
21.1	Subsidiaries of Barclays PLC (incorporated by reference to Exhibit 8.1 to the Annual Report on Form 20-F of Barclays PLC and Barclays Bank PLC for the year ended December 31, 2006, filed on March 26, 2007)
23.1	Consent of PricewaterhouseCoopers LLP, independent registered public accounting firm
23.2	Consent of Ernst & Young Accountants, independent registered public accounting firm
23.3	Consent of Clifford Chance LLP (included in Exhibit 5.1, Exhibit 5.2 and Exhibit 8.2)
23.4	Consent of Sullivan & Cromwell LLP (included in Exhibit 8.1)
24.1	Power of Attorney of Certain Directors and Officers of Barclays PLC*
24.2	Power of Attorney of Authorized Representative in the United States of Barclays PLC*
99.1	Form of Consent of Proposed Directors*
99.2	Form of ADS Letter of Transmittal (ABN AMRO ADSs)***
99.3	Form of Deed of Transfer Primary Exchange (ABN AMRO ordinary shares)***
99.4	Form of Deed of Transfer Alternative Exchange (ABN AMRO ordinary shares)***
99.5	Form of Notice of Guaranteed Delivery (ABN AMRO ADSs)***
99.6	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees (ABN AMRO ADSs)***
99.7	Form of Letter to Clients for Use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees (ABN AMRO ADSs)***
99.8	Consent of Mr. Martinez***
99.9	Consent of Mr. Boumeester***
99.10	Consent of Mr. Groenink***
99.11	Consent of Mr. Kramer***
99.12	Consent of Ms. Maas-de Brouwer***
99.13	Consent of Mr. Olijslager***
99.14	Consent of Mr. Ruys***
99.15	Consent of Mr. Scaroni***
99.16	Consent of Mr. van den Bergh***

\* Previously filed with the Barclays Registration Statement on Form F-4 on June 12, 2007.

\*\* Previously filed with Amendment No. 2 to the Barclays Registration Statement on Form F-4 on July 27, 2007.

\*\*\* Previously filed with Amendment No. 3 to the Barclays Registration Statement on Form F-4 on August 3, 2007.



\*\*\*\*To be filed by amendment to this registration statement.

**Item 22. *Undertakings.***

The undersigned registrant hereby undertakes:

- (a) (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
  - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

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- (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 per cent change in the maximum aggregate offering price set forth in the Calculation of Registration Fee table in the effective registration statement; and
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;
- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof;
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering;
- (4) To file a post-effective amendment to the registration statement to include any financial statements required by Item 8A of Form 20-F at the start of any delayed offering or throughout a continuous offering;
- (5) To include any financial statements and information otherwise required by Section 10(a)(3) of the Act need not be furnished, *provided*, that the registrant includes in the prospectus, by means of a post-effective amendment, financial statements required pursuant to this paragraph (a)(4) and other information necessary to ensure that all other information in the prospectus is at least as current as the date of those financial statements. Notwithstanding the foregoing, with respect to registration statements on Form F-3, a post-effective amendment need not be filed to include financial statements and information required by Section 10(a)(3) of the Act or Rule 3-19 of this chapter if such financial statements and information are contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Form F-3;
- (b) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof;
- (c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any

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action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue;

- (d) (i) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means; and (ii) to arrange or provide for a facility in the US for the purpose of responding to such requests. The undertaking in subparagraph (i) above includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request; and
- (e) To supply by means of a post-effective amendment all information concerning a transaction and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in London, on this third day of August 2007.

**Barclays plc**  
By: /s/ Lawrence Dickinson

Name: Lawrence Dickinson  
Title: Company Secretary

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons, in the capacities indicated, on August 3, 2007.

Signature	Title
*	Chairman (Chairman of the Board)
Marcus Agius	
*	Group Chief Executive (Board and Executive Committee member)
John Varley	
*	President, Barclays PLC and CEO of Investment Banking and Investment Management (Board and Executive Committee member)
Robert E. Diamond Jr.	
*	Group Vice Chairman (Board member)
Gary Hoffman	
*	Group Finance Director (Board and Executive Committee member)
Christopher Lucas	
*	Chief Executive, Global Retail and Commercial Banking (Board and Executive Committee member)
Frederik Seegers	
*	Non Executive Director (Board member)
David Booth	
*	Senior Independent Director (Board member)
Sir Richard Broadbent	
*	

Fulvio Conti

Non Executive Director  
(Board member)

\*

Non Executive Director  
(Board member)

Dr. Daniël Cronjé

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<b>Signature</b>	<b>Title</b>
* Professor Dame Sandra Dawson	Non Executive Director (Board member)
* Sir Andrew Likierman	Non Executive Director (Board member)
* Sir Nigel Rudd	Deputy Chairman (Board member)
* Sir John Sunderland	Non Executive Director (Board member)
* James Walker	Authorized Representative in the United States

\*By: /s/ Lawrence Dickinson

Lawrence Dickinson  
Attorney-in-Fact

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in London, on this third day of August 2007.

**Barclays (Netherlands) n.v.**  
By: /s/ Mark Harding

Name: Mark Harding  
Title: Managing Director

**POWER OF ATTORNEY**

**KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints any Director of Barclays (Netherlands) N.V., and each of them, with full power to act alone, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his or her name, place and stead, in any and all capacities, to sign this registration statement, any and all amendments thereto (including post-effective amendments) and any subsequent registration statement in respect of the securities being registered hereunder that is to be effective upon filing by Barclays (Netherlands) N.V., pursuant to Rule 462(b) of the Securities Act, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the SEC, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.**

**This Power of Attorney may be executed in multiple counterparts, each of which shall be deemed an original, but which taken together, shall constitute one instrument.**

**Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons, in the capacities indicated, on August 3, 2007.**

<b>Signature</b>	<b>Title</b>
/s/ Mark Harding	Managing Director
Mark Harding	
/s/ Andreas Gerardus Maria Nagelmaker	Managing Director
Andreas Gerardus Maria Nagelmaker	
/s/ Dirk Peter Stolp	Managing Director
Dirk Peter Stolp	
/s/ James Walker	Authorized Representative in the United States
James Walker	





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<b>Exhibit Number</b>	<b>Description</b>
2.1	Merger Protocol, dated April 23, 2007, between ABN AMRO Holding N.V. and Barclays PLC, as amended by the Merger Protocol Amendment Letter, dated July 23, 2007, and the Merger Protocol Amendment Letter, dated July 30, 2007 (included as Annex A-1, Annex A-2 and Annex A-3, respectively, to the offer document/prospectus contained in this registration statement)
3.1	Memorandum and Articles of Association of Barclays PLC, as adopted on April 26, 2007 (incorporated by reference to the Current Report on Form 6-K of Barclays PLC, filed on June 21, 2007)
3.2	Articles of Association of Barclays (Netherlands) N.V.****
5.1	Opinion of Clifford Chance LLP with respect to the validity of the Barclays ordinary shares to be registered***
5.2	Opinion of Clifford Chance LLP with respect to the validity of the Barclays (Netherlands) ordinary shares to be registered****
8.1	Opinion of Sullivan & Cromwell LLP with respect to material US tax consequences of the transaction***
8.2	Opinion of Clifford Chance LLP with respect to material UK and Dutch tax consequences of the transaction***
10.1	First Subscription Agreement among Barclays PLC and Upper Chance Group Limited and China Development Bank, dated July 23, 2007**
10.2	Conditional Investment Agreement among Barclays PLC, China Development Bank, Upper Chance Group Limited and JPMorgan Cazenove Limited, dated July 23, 2007**
10.3	Fullerton Subscription Agreement among Barclays PLC, Clover Investments (Mauritius) PTE LTD, Centaura Investments (Mauritius) PTE LTD, Baytree Investments (Mauritius) PTE LTD, Fullerton Management PTE LTD and JPMorgan Cazenove Limited, dated July 23, 2007**
21.1	Subsidiaries of Barclays PLC (incorporated by reference to Exhibit 8.1 to the Annual Report on Form 20-F of Barclays PLC and Barclays Bank PLC for the year ended December 31, 2006, filed on March 26, 2007)
23.1	Consent of PricewaterhouseCoopers LLP, independent registered public accounting firm
23.2	Consent of Ernst & Young Accountants, independent registered public accounting firm
23.3	Consent of Clifford Chance LLP (included in Exhibit 5.1, Exhibit 5.2 and Exhibit 8.2)
23.4	Consent of Sullivan & Cromwell LLP (included in Exhibit 8.1)
24.1	Power of Attorney of Certain Directors and Officers of Barclays PLC*
24.2	Power of Attorney of Authorized Representative in the United States of Barclays PLC*
99.1	Form of Consent of Proposed Directors*
99.2	Form of ADS Letter of Transmittal (ABN AMRO ADSs)***
99.3	Form of Deed of Transfer Primary Exchange (ABN AMRO ordinary shares)***
99.4	Form of Deed of Transfer Alternative Exchange (ABN AMRO ordinary shares)***
99.5	Form of Notice of Guaranteed Delivery (ABN AMRO ADSs)***
99.6	

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	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees (ABN AMRO ADSs)***
99.7	Form of Letter to Clients for Use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees (ABN AMRO ADSs)***
99.8	Consent of Mr. Martinez***
99.9	Consent of Mr. Boumeester***
99.10	Consent of Mr. Groenink***
99.11	Consent of Mr. Kramer***
99.12	Consent of Ms. Maas-de Brouwer***
99.13	Consent of Mr. Olijslager***
99.14	Consent of Mr. Ruys***
99.15	Consent of Mr. Scaroni***
99.16	Consent of Mr. van den Bergh***

\* Previously filed with the Barclays Registration Statement on Form F-4 on June 12, 2007.

\*\* Previously filed with Amendment No. 2 to the Barclays Registration Statement on Form F-4 on July 27, 2007.

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\*\*\* Previously filed with Amendment No. 3 to the Barclays Registration Statement on Form F-4 on August 3, 2007.

\*\*\*\*To be filed by amendment to this registration statement.