



KAS BANK N.V.

POSITION STATEMENT

26 July 2019

Relating to the recommended public offer by CACEIS Bank S.A. for the listed issued and outstanding depositary receipts of ordinary shares in the capital of KAS BANK N.V. and non-listed issued and outstanding ordinary shares in the capital of KAS BANK N.V. which are not registered in the name of Stichting Administratiekantoor Aandelen KAS BANK

This position statement is published in accordance with section 18 paragraph 2 and annex G of the Dutch Decree on Public Takeover Bids (*Besluit openbare biedingen Wft*)

The extraordinary general meeting of shareholders of KAS BANK N.V. will be held on 12 September 2019 at 15:00 hours CET at the offices of KAS BANK N.V. at De Entrée 500, 1101 EE, Amsterdam

IMPORTANT INFORMATION

This position statement (the "**Position Statement**") does not constitute or form part of an offer to sell, or a solicitation of an offer to purchase or subscribe for, any securities to any person in any jurisdiction.

This Position Statement is published by KAS BANK N.V. ("**KAS BANK**") for the sole purpose of providing information to its holders of Securities (the "**Securityholders**") on the recommended cash offer by CACEIS Bank S.A. ("**CACEIS**") to purchase for cash their Securities on the terms and subject to the conditions and restrictions set forth in the offer memorandum dated 26 July 2019 (the "**Offer Memorandum**") (the "**Offer**"), as required pursuant to section 18 paragraph 2 and annex G of the Dutch Decree on Public Takeover Bids (*Besluit openbare biedingen Wft*).

Capitalised terms in this Position Statement other than in the Fairness Opinions (attached hereto as Schedule 1 (*Fairness opinion Rabobank*) and Schedule 2 (*Fairness opinion ABN AMRO*), respectively) shall, unless otherwise defined in this Position Statement, have the meaning attributed to them in the Offer Memorandum. Any reference in this Position Statement to defined terms in plural form shall constitute a reference to such defined terms in singular form, and vice versa. All grammatical and other changes required by the use of a definition in singular form shall be deemed to have been made herein and the provisions hereof shall be applied as if such changes have been made.

Copies of this Position Statement are available on, and can be obtained free of charge from, the website of KAS BANK (www.kasbank.com).

The Offer is being made for the Securities of KAS BANK, a public limited liability company incorporated under Dutch law, and is subject to Dutch disclosure and procedural requirements, which differ from those of the United States. The financial information of KAS BANK included or referred to herein has been prepared in accordance with the International Financial Reporting Standards issued by the International Accounting Standards Board, as adopted by the European Commission and Part 9 of Book 2 of the Dutch Civil Code for use in the European Union and, accordingly, may not be comparable to financial information of U.S. companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States. The Offer will be made in the United States in compliance with Regulation 14E under the U.S. Securities Exchange Act of 1934, as amended (the "**U.S. Exchange Act**") and the rules and regulations promulgated thereunder, including the exemptions therefrom, and otherwise in accordance with the applicable regulatory requirements in the Netherlands. Accordingly, the Offer will be subject to disclosure and other procedural requirements, including with respect to withdrawal rights, offer timetable, settlement procedures and timing of payments that are different from those applicable under U.S. domestic tender offer procedures and law.

The receipt of cash pursuant to the Offer by a U.S. holder of Securities may be a taxable transaction for U.S. federal income tax purposes and may be a taxable transaction under applicable state and local laws, as well as foreign and other tax laws. Each holder of Securities is urged to consult his or her independent professional adviser immediately regarding the tax consequences of acceptance of the Offer.

It may be difficult for U.S. holders of Securities to enforce their rights and any claim arising out of the U.S. federal securities laws, since CACEIS and KAS BANK are located in a country other than the United States, and some or all of their officers and directors may be residents of a country other than the United States. U.S. holders of Securities may not be able to sue a non-U.S. company or its

officers or directors in a non-U.S. court for violations of the U.S. securities laws. Further, it may be difficult to compel a non-U.S. company and its affiliates to subject themselves to a U.S. court's judgment.

Neither the U.S. Securities and Exchange Commission nor any U.S. state securities commission or other regulatory authority has approved or disapproved the Offer, passed upon the fairness or merits of the Offer or provided an opinion as to the accuracy or completeness of the Offer Memorandum or any other documents regarding the Offer. Any declaration to the contrary constitutes a criminal offence in the United States.

To the extent permissible under applicable law or regulation, including Rule 14e-5 of the U.S. Exchange Act, and in accordance with standard Dutch practice, CACEIS and its Affiliates or brokers (acting as agents for CACEIS or its Affiliates, as applicable) may before or during the period in which the Offer remains open for acceptance, directly or indirectly, purchase, or arrange to purchase, Securities outside of the United States, from time to time, other than pursuant to the Offer. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. In addition, the financial advisers to CACEIS may engage in ordinary course trading activities in securities of KAS BANK, which may include purchases or arrangements to purchase such securities. To the extent required in the Netherlands, any information about such purchases will be announced by press release in accordance with section 13 of the Takeover Decree and posted on the website of CACEIS at www.caceis.com.

This document is not for release, publication or distribution, in whole or in part, in or into Canada.

The information included in this Position Statement reflects the situation as of the date of this Position Statement, unless otherwise indicated. Under no circumstances may the issue or distribution of this Position Statement be interpreted as implying that the information contained herein is true and accurate on a later date than the date hereof, unless otherwise indicated. KAS BANK does not undertake any obligation to publicly release any revision to this information to reflect events or circumstances after the date of this document, except as may be required by applicable Dutch securities laws or by any appropriate regulatory authority.

KAS BANK is exclusively responsible for the accuracy and completeness of the information contained in this Position Statement, except for information concerning CACEIS or the Offer as derived from the Offer Memorandum.

This Position Statement includes forward-looking statements including statements regarding the Offer and the anticipated consequences and benefits of the Offer, the expected timing and completion of the Offer and language indicating trends. These forward-looking statements are based on currently available financial and economic data as well as KAS BANK's current views and assumptions with respect to future events and financial performance. Forward-looking statements are inherently uncertain, because these statements relate to events and depend on circumstances that all occur in the future. Generally, words such as "may", "should", "aim", "will", "expect", "intend", "estimate", "anticipate", "believe", "plan", "seek", "continue", "project", or similar expressions, identify forward-looking statements. Although KAS BANK believes that the assumptions upon which its respective financial information and its respective forward-looking statements are based are reasonable, it can give no assurance that these assumptions or statements will prove to be correct. These forward-looking statements are subject to risks, uncertainties, assumptions and other important factors, many of which may be beyond KAS BANK's control (such as political, economic or legal changes in the markets and environments in which KAS BANK conducts its business), and could cause the actual results, performance or achievements of KAS BANK to be materially

different from those expressed or implied in these forward-looking statements. Moreover, the Securityholders should not interpret statements regarding trends or activities as representations that these trends and activities will continue in the future.

This Position Statement is governed by and shall be construed in accordance with the laws of the Netherlands.

The District Court of Amsterdam (*Rechtbank Amsterdam*) and its appellate courts have exclusive jurisdiction to settle any disputes which might arise out of or in connection with this Position Statement. Accordingly, any legal action or proceedings arising out of or in connection with this Position Statement may be brought exclusively before such courts.

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1. INTRODUCTION

Dear Securityholder,

On 25 February 2019, KAS BANK and CACEIS S.A. jointly announced that they reached conditional agreement with respect to a recommended public cash offer by CACEIS S.A. for all Securities at a cash offer price of EUR 12.75 per Security (cum dividend).

Before reaching the conditional agreement, the Managing Board and the Supervisory Board made a thorough assessment of the Offer versus the standalone alternative and other strategic alternatives, weighing up the interests of KAS BANK and its stakeholders, including the Securityholders. During this process, we received extensive advice from our financial and legal advisors.

We find it important to share with you our considerations, views and recommendation with respect to the Offer and the Demerger and Liquidation in this Position Statement.

The Boards have duly considered the Offer and the Demerger and Liquidation, and have unanimously resolved to support the Offer and the Demerger and Liquidation and to recommend the Offer to the Securityholders and recommend the Securityholders to vote in favour of all resolutions proposed in relation thereto at the EGM to be held on 12 September 2019 at 15:00 hours CET at the offices of KAS BANK at De Entrée 500, 1101 EE, Amsterdam. The EGM will be convened as soon as possible.

The EGM is an important event for KAS BANK and the Securityholders. During this meeting you will, among other things, be informed about the Offer and the Demerger and Liquidation and be able to vote on the respective resolutions in connection with the Offer and the Demerger and Liquidation.

We look forward to welcoming you at the EGM.

Yours sincerely,

Peter Borgdorff

Chairman of the Supervisory Board

Sikko van Katwijk

Chairman of the Managing Board

2. DECISION-MAKING PROCESS BY THE BOARDS

This paragraph contains a non-exhaustive description of material contacts between representatives of KAS BANK and CACEIS S.A. and certain other circumstances that resulted into reaching and signing a conditional agreement regarding the Offer (the "**Merger Protocol**").

As part of their overall mandate the Boards regularly evaluate and review the future of KAS BANK and all strategic alternatives available to it, including a standalone scenario, in each case taking into account KAS BANK's mid- to long-term interests as well as the interests of KAS BANK's Securityholders, employees, clients. As part of this review, the Boards came to the conclusion in 2018 that it should actively seek for a strategic partner that can provide KAS BANK with access to critical size in terms of balance sheet and support KAS BANK in its growth ambitions in the Netherlands, the United Kingdom and Germany and whereby KAS BANK can subsequently support the growth ambitions of that strategic partner.

In September 2018 CACEIS S.A. contacted KAS BANK and asked whether KAS BANK would be interested in jointly discussing possible forms of cooperation between the two banks. Among others based on the previous regular contacts with CACEIS S.A., KAS BANK responded positively to this request.

The first meeting was with a delegation of the managing boards of KAS BANK and CACEIS S.A. In November and December 2018 representatives of KAS BANK had several meetings and conversations with representatives of CACEIS S.A. These meetings were experienced as positive and indicated substantial common ground between KAS BANK and CACEIS S.A.

In order to ensure a diligent and efficient decision-making process, KAS BANK decided to establish a steering committee (the "**Steering Committee**") consisting of Peter Borgdorff (chairman of the Supervisory Board), Sikko van Katwijk (chairman of the Managing Board), Mark Stoffels (CFRO), Jaap Witteveen (former COO) and Remko Dieker (Managing Director Corporate). The Boards retained Rabobank as financial advisor and Stibbe as legal advisor. Representatives of Rabobank and Stibbe supported the Steering Committee. The Steering Committee is a consultation vehicle and prepares formal decision-making by the Boards. The Steering Committee met on a weekly basis. The Supervisory Board was regularly updated and remained actively involved throughout the process.

On 19 December 2018, KAS BANK received a formal letter of interest from CACEIS S.A. which included an indicative offer price of EUR 11.00 per Security, the business rationale of CACEIS S.A. and its view on KAS BANK as a part of CACEIS S.A. The Steering Committee extensively considered the content of the letter of interest, including the indicative offer price as well as the financial and non-financial terms contained therein. Following the letter of interest, the Boards decided in favour of continuing and intensifying the discussions with CACEIS S.A.

On 27 December 2018 the entire Managing Board visited CACEIS S.A. in Paris to meet with Jean-François Abadie (CEO of CACEIS S.A.) and Catherine Duvaud (Deputy CEO of CACEIS S.A.) and discuss the letter of interest. Peter Borgdorff (chairman of the KAS BANK Supervisory Board) had an introductory meeting with Jean-François Abadie on 4 January 2019 and on 12 February 2019 Peter Borgdorff and Petri Hofsté (member of KAS BANK Supervisory Board) met the CACEIS S.A. deputy CEO's in Paris.

In the month of January 2019, several informative meetings took place between KAS BANK and CACEIS S.A., including a presentation by the Managing Board on 11 January 2019 and expert

sessions with the Managing Board and senior management of KAS BANK on 24 and 25 January 2019. As of 14 January 2019 CACEIS S.A. was also provided with access to a virtual data room in order for CACEIS S.A. and its advisors to conduct a due diligence investigation into KAS BANK, including the opportunity to ask due diligence questions. Furthermore, KAS BANK provided CACEIS S.A. with a draft merger protocol regarding the Offer on 13 January 2019.

As of 13 January 2019, there have been frequent discussions between KAS BANK, CACEIS S.A. and their respective advisors on the potential offer and the Merger Protocol. The key subjects of discussion were the offer price, non-financial covenants, integration of the businesses and deal certainty.

On 19 February 2019, CACEIS S.A. increased the indicative offer price from EUR 11.00 to EUR 12.75 per Security. In order to assess whether the increased offer price is fair, the Boards requested and subsequently received a fairness opinion from Rabobank and the Supervisory Board requested and subsequently received a fairness opinion from ABN AMRO, which fairness opinions indicated that, as of such date and based upon and subject to the factors and assumptions set forth therein, the Offer Price of EUR 12.75 to be paid to the Securityholders is fair from a financial point of view. The full text of these fairness opinions is attached to this Position Statement as Schedule 1 (*Fairness opinion Rabobank*) and Schedule 2 (*Fairness opinion ABN AMRO*).

On 24 February 2019, after careful and extensive deliberation by the Boards and in consultation with their financial and legal advisors, taking into account all aspects and consequences of the Offer, including strategic, financial, operational and social points of view, the Boards considered that the Offer is in the best interest of the Company and resolved to (i) support the Offer and to recommend the Offer to the Securityholders, and (ii) enter into the Merger Protocol.

On 25 February 2019, KAS BANK and CACEIS S.A. issued a joint press release announcing the execution of the Merger Protocol. On 11 April 2019, CACEIS S.A. assigned all of its rights and obligations under the Merger Protocol to CACEIS.

3. STRATEGIC RATIONALE AND INTEGRATION

The Boards are of the opinion that a combination of KAS BANK and CACEIS will provide the operations of KAS BANK access to critical size in terms of balance sheet and boost KAS BANK's competitive strength. Being part of a large and well capitalised player is expected to grow KAS BANK's revenues, while costs synergies will lead to increased profitability.

The Boards believe CACEIS is a strong match for KAS BANK. KAS BANK and CACEIS are complementary. Both institutions are involved in the same activities, acting in different markets, targeting the institutional investors and financial institutions segments and focussing on the development of new technologies and digital processes.

Once CACEIS has acquired full ownership of KAS BANK, the business of KAS BANK will be integrated in the business of CACEIS, evolving KAS BANK into CACEIS' Dutch branch. It is envisaged that a full integration of KAS BANK in CACEIS will deliver substantial operational, commercial, organisational and financial benefits. In order for CACEIS to benefit from KAS BANK's expertise in servicing institutional investors, KAS BANK will become CACEIS' global centre of excellence for pension fund services after completion of the integration.

The parties believe that a combination of KAS BANK and CACEIS has several other strategic benefits, including:

- excellent complementarity in clients, markets and knowledge;
- centred around client empowerment and operational excellence;
- data driven and innovative organisations;
- digitally oriented European asset servicing company; and
- comparable corporate values.

4. THE BOARDS' FINANCIAL ASSESSMENT OF THE OFFER

The Boards have considered a number of key financial aspects associated with the Offer as described below.

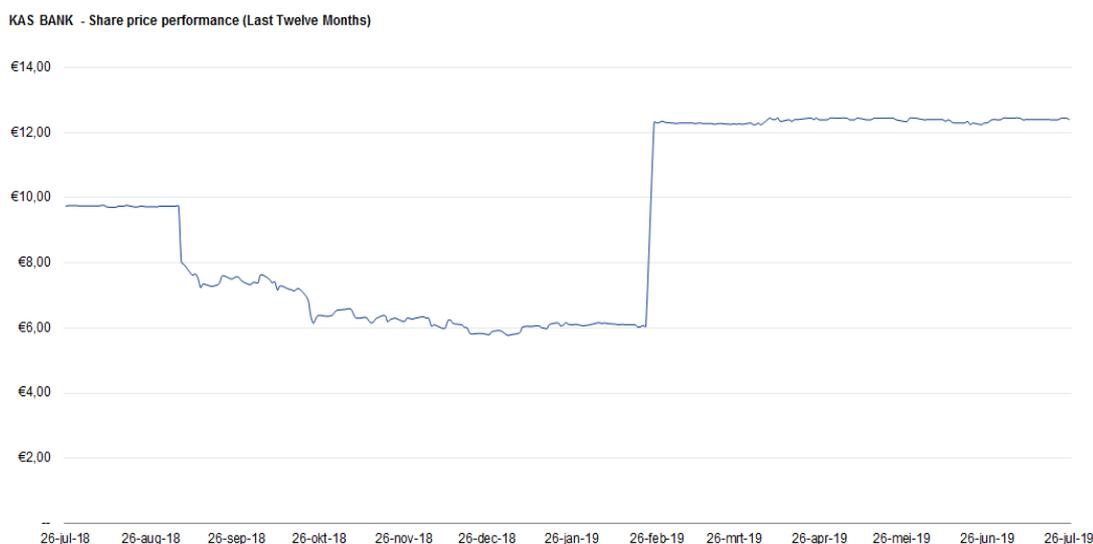
4.1. Premiums to market price

The Offer Price of EUR 12.75 per Security in cash (cum dividend) represents a premium of approximately:

- 110% to the closing price per Security on 22 February 2019 (the last trading date prior to the joint press release of 25 February 2019 announcing the execution of the Merger Protocol);
- 109% to the volume weighted average closing price for the one month prior to and including 22 February;
- 111% to the volume weighted average closing price for the three months prior to and including 22 February 2019;
- 77% to the volume weighted average closing price for the six months prior to and including 22 February 2019; and
- 51% to the volume weighted average closing price for the twelve months prior to and including 22 February 2019.

By comparison, the average premium to the unaffected share price (the closing price one day prior to the earlier of the transaction announcement or material, public speculation of a transaction, if any) is approximately 35% for public offers for 100% of the share capital of Dutch companies listed on Euronext Amsterdam with equity values in excess of EUR 20 million that were announced and completed, or are pending completion, since 1 January 2013. The relevant transactions are: D.E. MASTER BLENDEERS 1753, Simac, Xeikon, UNIT4, HES Beheer, Ziggo, Corio, Exact, Crown van Gelder, Nutreco, TNT Express, Grontmij, Koninklijke TenCate, Batenburg, USG People, Royal Reesink, Delta Lloyd, Telegraaf Media Group, Refresco and BinckBank.

The graph below sets out the Security price development for KAS BANK from 26 July 2018 to 26 July 2019.



4.2. Fairness opinion

The Boards have considered the fairness opinions of Rabobank and ABN AMRO in their financial assessment of the Offer:

- the Boards have received a fairness opinion from Rabobank dated 24 February 2019 stating that, as of such date and based upon and subject to the factors and assumptions set forth in such fairness opinion, the Offer Price of EUR 12.75 per Security in cash (cum dividend) to be paid to the Securityholders pursuant to the Offer is fair to such holders from a financial point of view. The full text of the fairness opinion of Rabobank, which sets forth the factors taken into account and assumptions made in the review undertaken in connection with such opinion, is attached hereto as Schedule 1 (*Fairness opinion Rabobank*). Rabobank provided its opinion solely for the information and assistance of the Boards in connection with their consideration of the Offer. The opinion of Rabobank is not a recommendation as to whether or not any holder of Securities should tender such Securities in connection with the Offer or any other matter; and
- the Supervisory Board has received a fairness opinion from ABN AMRO dated 24 February 2019 stating that, as of such date and based upon and subject to the factors and assumptions set forth in such fairness opinion, the Offer Price of EUR 12.75 per Security in cash (cum dividend) to be paid to the Securityholders pursuant to the Offer is fair to such holders from a financial point of view. The full text of the fairness opinion of ABN AMRO, which sets forth the factors taken into account and assumptions made in the review undertaken in connection with such opinion, is attached hereto as Schedule 2 (*Fairness opinion ABN AMRO*). ABN AMRO provided its opinion solely for the information and assistance of the Supervisory Board in connection with its consideration of the Offer. The opinion of ABN AMRO is not a recommendation as to whether or not any holder of Securities should tender such Securities in connection with the Offer or any other matter.

4.3. Other

In addition to the foregoing, the Boards have also considered the following in their financial assessment of the Offer:

- CACEIS' confirmation on 25 February 2019 of its ability to finance the transaction from its own funds and pay the aggregate Offer Price at the Settlement Date and comply with all its financial obligations;
- that the form of consideration to be paid to the Securityholders in the Offer is cash, which will provide certainty of value and liquidity to the Securityholders;
- the Securityholders will receive a direct value for their Securities, this value may not be realized if the business of KAS BANK is continued on a standalone basis;
- that there is a possibility of third parties making a competing offer if certain market conformity thresholds (as set out in paragraph 5.4) are met; and
- that at the date of this Position Statement, there are no competing offers and no other parties have approached KAS BANK with an alternative proposal.

4.4. **Assessment**

Based on the above considerations, on its experience and on the advice obtained from its advisors, the Boards have concluded that the Offer Price is fair to the Securityholders from a financial point of view.

5. THE BOARDS' NON-FINANCIAL ASSESSMENT OF THE OFFER

The Boards have considered a number of important non-financial aspects associated with the Offer. The non-financial arrangements agreed upon between KAS BANK and CACEIS are described below.

5.1. Non-Financial Covenants

KAS BANK and CACEIS have agreed on certain Non-Financial Covenants in relation to the Transaction. CACEIS will comply with its obligations under the Non-Financial Covenants set out below:

KAS BANK and its business

CACEIS supports the strategy of KAS BANK and its business. KAS BANK and its business will act as CACEIS' global centre of excellence for pension fund services, defending, expanding and innovating CACEIS' pension fund offering in the Netherlands and across other international markets. KAS BANK and its business will operate as CACEIS' Dutch business base, keeping the client base materially intact and respecting and improving the client service levels.

Employees

The existing rights, benefits, pension rights, (collective) agreements and social plans applicable to the employees of KAS BANK and its group will be respected or replaced with equivalent arrangements. The Offer shall not have an impact on such currently existing agreements. The existing arrangements with the Works Council, trade unions and employee consultation processes will be respected. CACEIS will aim to ensure that the employees of KAS BANK and its group have increased career opportunities, personal development and training.

Governance

The Business will evolve into CACEIS' Dutch branch, who will maintain local Dutch management and expertise. CACEIS will maintain and respect the operating of the Managing Board and Supervisory Board until the Dutch branch has been launched successfully.

Integration

The Integration is aimed at strengthening the Business' local product and service offering to all its clients. The Integration aims at using CACEIS' centres of excellence in the most efficient way, avoiding double work. CACEIS will aim at avoiding redundancies wherever it can and respect the agreed social plan of KAS BANK and its group in case of redundancy.

5.2. Duration of the Non-Financial Covenants

The Non-Financial Covenants will apply during the period starting on the Settlement Date and ending one year after the transformation of KAS BANK into the Dutch branch office of CACEIS (the "**NFC Period**").

This transformation is envisaged to be legally effected through the completion of a cross border merger (as described in section 4.18.3(a) of the Offer Memorandum). In the scenario where 95% or more of the Securities are held by CACEIS following the Offer, implementation of a cross border merger is expected immediately after completion of the squeeze-out proceedings. In the scenario where between 80% and 95% of the Securities are held by CACEIS following the Offer, implementation of a cross border merger is expected immediately after completion of the Demerger and Liquidation or of another Post-Closing Restructuring Measure. Please refer to paragraph 10.3 for a more detailed description.

5.3. **Deviation and enforcement**

Until completion of the Integration in accordance with the integration plan prepared by CACEIS and KAS BANK, any deviations from the Non-Financial Covenants require the prior written approval of the Supervisory Board, including the affirmative vote of the majority of the Independent Supervisory Board Members. After the instalment of the Advisory Board (as described in paragraph 6.3), the Advisory Board will be tasked with monitoring compliance with the Non-Financial Covenants during the remainder of the NFC Period.

The Non-Financial Covenants are made to KAS BANK as well as, by way of irrevocable third-party undertaking for no consideration (*onherroepelijk derdenbeding om niet*), to each Independent Supervisory Board Member and regardless of whether he or she is in office or dismissed, provided that after dismissal, the dismissed Independent Supervisory Board Member must assign the benefit of such undertaking to a new Independent Supervisory Board Member in function, unless such dismissal is successfully challenged by such Independent Supervisory Board Member. CACEIS has agreed in advance to such assignment.

CACEIS will bear all costs and expenses relating to the enforcement of the Non-Financial Covenants by an Independent Supervisory Board Member.

5.4. **Competing Offers**

KAS BANK has agreed with CACEIS certain arrangements with respect to a possible Competing Offer and possible subsequent termination of the Merger Protocol, as also described in section 4.16.2-4.16.4 of the Offer Memorandum. These arrangements are customary for a Dutch public offer and do not prohibit a *bona fide* third party to make a Competing Offer. These arrangements are summarized as follows.

KAS BANK has agreed with CACEIS that KAS BANK shall not, directly or indirectly, solicit, encourage or engage in discussions or negotiations with, provide any non-public confidential information relating to KAS BANK or its business to, or enter into any transaction with any party other than CACEIS regarding an Alternative Transaction.

However, KAS BANK is permitted to engage in discussions with, and provide non-confidential information to, a *bona fide* third party that makes an unsolicited approach with the intention of making a Competing Offer to KAS BANK and to investigate such approach and enter into discussions with such third party for the purpose of determining whether such proposal with respect to an Alternative Transaction could reasonably be expected to qualify or evolve into a Potential Competing Offer or Competing Offer, provided that KAS BANK keeps CACEIS updated on the status of those discussions.

A Competing Offer is a *bona fide* unsolicited written binding offer or proposal relating to an Alternative Transaction comprising (i) a full public offer (*volledig bod*) or mandatory offer (*verplicht bod*) for the Securities or, (ii) an acquisition of all or substantially all of the business or assets of KAS BANK, by a party who, in the reasonable opinion of the Boards, is a *bona fide* party, which proposal in the reasonable opinion of the Boards, taking into account their fiduciary duties and having consulted their financial and legal advisors, is more beneficial to KAS BANK and its shareholders, employees and other stakeholders than the Offer and exceeds the Offer Price by at least 10%.

CACEIS has the right to revise its Offer within ten Business Days following the date on which CACEIS has received the Competing Offer Notice. If CACEIS matches the Competing Offer, KAS BANK and CACEIS shall continue to be bound to the Merger Protocol. If CACEIS does not match the Competing Offer, KAS BANK and CACEIS each have the right to terminate the Merger Protocol.

This arrangement applies *mutatis mutandis* to any consecutive Competing Offer, provided that if CACEIS has matched any Competing Offer, the consecutive Competing Offer must exceed the most recent offer price by at least 5% in order for any such consecutive Competing Offer to potentially qualify as a Competing Offer.

In the event the Merger Protocol is terminated because a Competing Offer is not matched by CACEIS, KAS BANK shall pay CACEIS an amount equal to 1% of the aggregate Offer Price in cash.

5.5. **Assessment**

Based on the above considerations, on its experience and on the advice obtained from its advisors, the Boards have concluded that, overall, the Offer and the arrangements included in the Merger Protocol are in the best interests of KAS BANK and its stakeholders.

6. GOVERNANCE

6.1. The Managing Board

Following the Settlement Date the Managing Board will consist of the following members:

- Sikko van Katwijk as chairman; and
- Mark Stoffels as CFRO,

who will be retained by KAS BANK for at least a period of one year after the Settlement Date (the "**Managing Board Members**"). It is currently the intention of CACEIS that the two current Management Board Members continue in that role also after the one year period after the Settlement Date. Following the Settlement Date, CACEIS has the right to nominate and appoint up to two additional Managing Board members.

After the transformation of KAS BANK into the Dutch branch office of CACEIS, the Managing Board Members shall be in charge of and responsible for the daily management of the Dutch branch until at least the first anniversary of the Settlement Date.

6.2. The Supervisory Board

Following the Settlement Date and subject to regulatory approval, the Supervisory Board is intended to consist of six persons, being:

- Peter Borgdorff (chairman of the Supervisory Board);
- Pauline Bieringa; and
- Hans Snijders,

who continue to serve as independent members of the Supervisory Board (the "**Independent Supervisory Board Members**"), and three persons to be appointed upon nomination of CACEIS, being:

- Jean-François Abadie;
- Catherine Duvaud; and
- Joseph Saliba.

The Independent Supervisory Board Members are intended to continue to serve on the Supervisory Board for at least until the Supervisory Board is dissolved as described in paragraph 6.3 below.

6.3. The Advisory Board

After Settlement the Supervisory Board will be maintained as long as required by law, and in any event until the later of (i) the date on which CACEIS has issued a writ of summons with respect to a statutory buy-out procedure (*uitkoopprocedure*) in accordance with section 2:92a DCC or a takeover buy-out procedure in accordance with section 2:359c DCC, or (ii)

the transformation of KAS BANK into the Dutch branch of CACEIS, after which the Supervisory Board will be dissolved. Upon dissolution of the Supervisory Board, CACEIS will simultaneously install an advisory board (the "**Advisory Board**"). The Independent Supervisory Board Members will become the members of the Advisory Board. The Advisory Board will be dissolved upon expiry of the NFC Period.

7. FINANCIALS

Reference is made to section 12 of the Offer Memorandum, which includes the financial information as required by annex G of the Takeover Decree.

The interim financial statements of KAS BANK for the first half of 2019, including a review report, will be published during the Acceptance Period (*aanmeldingstermijn*) and in any case four business days prior to the EGM.

8. EMPLOYEES

Works Council

The Works Council has been requested to render its advice with respect to the intention of the Boards to recommend the Offer. On 23 April 2019, the Works Council rendered an unconditional positive advice with respect thereto.

To the extent that any intended decisions regarding the Integration will be subject to advice from the Works Council, the proper procedures will be followed after Settlement.

Social Economic Council

The trade unions involved with KAS BANK and the Social Economic Council (*Sociaal-Economische Raad*) have been informed in writing of the Offer in accordance with the Dutch Merger Code (*SER Fusiegedragsregels 2015*).

9. OVERVIEW OF SECURITIES HELD, SECURITY TRANSACTIONS AND INCENTIVE PLANS

9.1. Securities and conditional securities

Securities

At the date of this Position Statement, no Securities are held by members of the Supervisory Board.

At the date of this Position Statement, Securities are held by the members of the Managing Board as shown in the following table:

Name	Number of Registered Shares
Sikko van Katwijk	5,340
Mark Stoffels	1,812

The members of the Managing Board have irrevocably undertaken to accept the Offer and to tender all Securities they can freely tender as per the Acceptance Closing Date to the extent permitted under applicable law, under the same terms and conditions as the other Securityholders as described in the Offer Memorandum, subject to the Boards not revoking the Recommendations. No information relevant to Securityholders has been provided to the members of the Managing Board, other than the information included in the Offer Memorandum. All information regarding the Irrevocable Undertakings which is relevant to the Offer has been included in the Offer Memorandum.

Performance Securities

At the date of this Position Statement, none of the members of the Supervisory Board holds any Performance Securities or (other) options for Securities.

On the date of this Position Statement, 2,204 Performance Securities granted to the members of the Managing Board are subject to a vesting period (at the date of this Position Statement: Sikko van Katwijk: 1,143 Performance Securities and Mark Stoffels: 1,061 Performance Securities) and 5,482 Performance Securities granted to the members of the Managing Board are subject to a retention period (at the date of this Position Statement: Sikko van Katwijk: 3,962 Performance Securities and Mark Stoffels: 1,520 Performance Securities). Please refer to section 5.8 of the Offer Memorandum for the terms and conditions of the vesting period and retention period and a description of the treatment of the Performance Securities in connection with the Offer.

No Securities or Performance Securities, other than set out above, are held by any member of the Boards, nor by any of their spouses, registered partners, minor children and any entities over which these members or other persons referred to have control within the meaning of annex G paragraph 3 of the Takeover Decree.

9.2. Security transactions

No transactions or agreements in respect of Securities have been effected or concluded by any member of the Boards in the year prior to the publication of the Offer Memorandum, nor by any of their spouses, registered partners, minor children and any entities over which these members or other persons referred to have control within the meaning of annex G paragraph 3 of the Takeover Decree, other than as described in paragraph 9.1 and the transactions set out in the table below:

Date	Name	Type of Securities	Type of transaction	Number of Securities
3 April 2019	Sikko van Katwijk	Registered Shares	Delivery of Performance Securities	1,283
3 April 2019	Mark Stoffels	Registered Shares	Delivery of Performance Securities	312

9.3. Incentive plans

Reference is made to section 5.8 of the Offer Memorandum, which includes the relevant information on KAS BANK's incentive plans and the treatment thereof under the Offer.

9.4. Compensation payments

The members of the Supervisory Board who shall resign as per the Settlement Date will not receive any payment in connection with their resignation.

10. POSSIBLE POST-SETTLEMENT RESTRUCTURINGS

The Merger Protocol provides for several measures in order to allow CACEIS to acquire full ownership of KAS BANK and its business and that CACEIS may acquire the Securities that have not been tendered in the Offer pursuant to a statutory buy-out procedure (*uitkoopprocedure*), certain Post-Closing Restructuring Measures and the Demerger and Liquidation, as described below and disclosed in the Offer Memorandum.

10.1. Buy-out

If, following the Offer, CACEIS and its Affiliates hold at least 95% of the Securities, CACEIS shall, as soon as possible, initiate a statutory buy-out procedure (*uitkoopprocedure*) in accordance with section 2:92a DCC or a takeover buy-out procedure in accordance with section 2:359c DCC to buy out the holders of Depository Receipts and Registered Shares that are not yet held by CACEIS and its Affiliates.

10.2. Post-Closing Restructuring Measures

Subject to the Offer being declared unconditional, CACEIS may effect, or cause to effect, any other restructuring of KAS BANK and its group for the purpose of achieving an optimal operational, legal, financial and/or fiscal structure in accordance with the Merger Rules, Dutch corporate law and Dutch law in general, some of which may have the effect of diluting the interest of any remaining Securityholders (the "**Post-Closing Restructuring Measures**"), including but not limited to:

- (i) the Demerger and Liquidation, as further described below in paragraph 10.3 and in accordance with the outline and principles referred to in that section;
- (ii) a sale by KAS BANK of all, substantially all or a substantial part of its assets and liabilities to CACEIS or an affiliate of CACEIS, followed by a distribution of proceeds to the Securityholders of KAS BANK;
- (iii) an issue of Securities by KAS BANK against a contribution of cash and/or assets to KAS BANK, in which circumstances the pre-emptive rights (*voorkeursrechten*), if any, of Securityholders other than CACEIS may be excluded;
- (iv) a sale and transfer of assets and liabilities by CACEIS or by a member of CACEIS' group to KAS BANK or any member of KAS BANK's group or a sale and transfer of assets and liabilities by KAS BANK or any member of KAS BANK's group to CACEIS or to any other member of CACEIS' group, potentially followed by a liquidation of KAS BANK;
- (v) a statutory cross-border or domestic (bilateral or triangular) legal merger (*juridische (driehoeks-) fusie*) in accordance with sections 2:309 et seq DCC between KAS BANK, KAS BANK's group, CACEIS and/or one or more other members of CACEIS' group;
- (vi) a statutory legal demerger (*juridische splitsing*) of KAS BANK in accordance with sections 2:334a et seq DCC;

- (vii) conversion of KAS BANK into a private limited company (*besloten vennootschap met beperkte aansprakelijkheid*);
- (viii) a subsequent public offer by CACEIS for any Securities not held by CACEIS;
- (ix) distribution by KAS BANK of any proceeds, cash and/or assets to the Securityholders of KAS BANK;
- (x) make any changes to the dividend policy of KAS BANK;
- (xi) any other transactions, restructurings, share issues, procedures and/or proceedings in relation to KAS BANK and/or one or more members of its group required to effect the above-mentioned objective; or
- (xii) any combination of the foregoing.

CACEIS has agreed to only effect or cause to effect any Post-Closing Restructuring Measure in accordance with the terms and subject to the conditions of the Merger Protocol.

In effecting any Post-Closing Restructuring Measure, due consideration will be given to the requirements of applicable law, including the fiduciary duties of the Boards to promote the sustainable success of KAS BANK and its business and to consider the interests of all stakeholders of KAS BANK, including any Minority Securityholders, and the requirement of the Supervisory Board to form their independent view of the relevant matter.

Until the earlier of (i) CACEIS holding 95% of the issued and outstanding share capital of KAS BANK and having issued a writ of summons with respect to a statutory buy-out procedure (*uitkoopprocedure*) in accordance with section 2:92a DCC or a takeover buy-out procedure in accordance with section 2:359c DCC, and (ii) completion of the Demerger and Liquidation, any Post-Closing Restructuring Measure or other matter that could reasonably be expected to disproportionately prejudice the value of, or other rights relating to, the Securities (other than the Securities held by CACEIS) will require the affirmative vote of the majority of the Independent Supervisory Board Members to ensure due consideration will be given to the interests of minority Securityholders, next to the required approval of the Boards and that of the general meeting of KAS BANK (to the extent applicable). For the avoidance of doubt, such affirmative vote is not required in respect of any statutory buy-out procedure (*uitkoopprocedure*) or for the Demerger and Liquidation.

10.3. **Demerger and Liquidation**

CACEIS and KAS BANK have agreed the terms of the Demerger and Liquidation, in accordance with the outline and principles as set out below.

Conditions

The effectuation of the Demerger and Liquidation after completion of the Offer shall be subject to the following conditions having been met:

- (i) the number of Securities tendered for acceptance in the Offer (including those, for the avoidance of doubt, tendered following an extended Acceptance Closing Date), together with any Securities committed to CACEIS in writing or otherwise

held by CACEIS, represent at least 80% of KAS BANK's aggregate issued and outstanding ordinary share capital (*geplaatst en uitstaand kapitaal*) (excluding any Securities then held by KAS BANK);

- (ii) the resolutions required for the Demerger and Liquidation have been adopted at the EGM and are in full force and effect;
- (iii) the relevant ECB (including the ECB License Approval) and DNB approvals have been obtained in relation to the Demerger and Liquidation;
- (iv) the consultation procedures with respect to the Works Council in relation to the Demerger and Liquidation have been complied with; and
- (v) no order, stay, judgment or decree has been issued by any court, arbitral tribunal, government, governmental authority or other regulatory or administrative authority that remains in force and effect, and no statute, rule, regulation, governmental order or injunction has been enacted, which prohibits the implementation of the Demerger and Liquidation,

(the "**Demerger and Liquidation Conditions**").

Once CACEIS has declared the Offer unconditional and is able to effectuate the Demerger and Liquidation on the basis of the Demerger and Liquidation Conditions having been met, and CACEIS elects to effectuate the Demerger and Liquidation, KAS BANK and CACEIS as soon as practically possible will (i) enter into the relevant restructuring agreements and perform their respective obligations thereunder, and (ii) implement the Demerger and Liquidation, all in accordance with the outline and principles as set out in section 4.18 of the Offer Memorandum.

The Demerger and Liquidation comprises of five steps and will entail (i) the transfer of the assets and liabilities comprising the UK and German branch offices of KAS BANK to CACEIS, (ii) a statutory demerger (*juridische afsplitsing*) of KAS BANK into a new wholly-owned subsidiary to be incorporated at the occasion of the demerger ("**NewBankCo**"), (iii) a transfer of NewBankCo by KAS BANK, pursuant to a notarial deed of sale and transfer of shares, to CACEIS, (iv) the liquidation of KAS BANK, and (v) a cross border merger of NewBankCo into CACEIS. The Demerger and Liquidation is described in more detail in section 4.18 of the Offer Memorandum.

Rationale of the Demerger and Liquidation

CACEIS and KAS BANK consider it important (i) to enhance the sustainable success of the business of KAS BANK as part of CACEIS and to integrate KAS BANK in CACEIS as soon as possible, and (ii) for CACEIS to acquire 100% of the Securities or KAS BANK's assets and operations. This importance is based, inter alia, on:

- (i) the fact that having a single Securityholder and operating without a public listing increases KAS BANK's ability to achieve its goals and implement the actions of the proposed strategy of the Combination; and
- (ii) the ability of KAS BANK and CACEIS to terminate the listing of the Securities from Euronext Amsterdam and to achieve an efficient capital structure (both from

a tax, financing and a regulatory capital requirements perspective).

In light of the above, including the deal certainty considerations and the fact that CACEIS' willingness to pursue the strategic rationale, to pay the Offer Price and to pursue the Transactions is predicated on the acquisition of 100% of the Securities, and in light of the willingness of CACEIS to take into account the percentage of Securities validly tendered (or defectively tendered provided that such defect has been waived by the Offeror) during the Acceptance Period and the status of the discussions with the regulatory authorities in its decision whether to waive the Offer Condition in section 4.14.1 of the Offer Memorandum, KAS BANK expresses its support for the Demerger and Liquidation.

The business rationale for the Demerger and Liquidation lies largely with the considerable synergy potential of the Combination. Realising the synergies is highly dependent on a clear strategy going forward with a swift execution. The existence of a Minority Securityholders base would require incremental interactions with such Securityholders necessary for properly considering their interests, which will likely affect both the clarity of, and ability to, execute such synergies. KAS BANK and CACEIS would therefore likely not achieve the contemplated synergies under such circumstances, at least not to the same extent and within the contemplated timeframe.

Stakeholders' analysis

The Boards have performed an analysis of the position of KAS BANK's stakeholders in connection with the Demerger and Liquidation. Part of that analysis has been the following:

Securityholders

If a substantial majority of Securityholders wishes to benefit from the exit opportunity presented by the Offer, the Boards consider it their fiduciary duty, taking into account the interests of KAS BANK and all of its stakeholders, to investigate and propose to the Securityholders a transaction structure on the basis of which such exit opportunity would indeed be available while at the same time reducing, to the extent possible, the adverse consequences of such alternative structure (if any) for the Securityholders and other stakeholders.

The Demerger and Liquidation is a proportionate measure. It will only be applied in the event that, after the Acceptance Period, a statutory buy-out procedure (*uitkoopprocedure*) is not possible.

The consideration paid to the Minority Securityholders under the Demerger and Liquidation will be equal to the Offer Price, provided that it may be subject to dividend withholding taxes and other taxes. The Minority Securityholders will receive the cash exit swiftly after completion of the Offer.

In their deliberations on the Demerger and Liquidation the Boards have considered that the Minority Securityholders may suffer tax losses when receiving the consideration as a result of the Demerger and Liquidation. Considering the importance of the Demerger and Liquidation as a fundamental requirement of CACEIS to consider waiving the 95% Condition and the possibility for Securityholders to tender their Securities after closing under the Offer, the Boards have concluded that the interests of the Minority

Securityholders are not unreasonably harmed and that sufficient actions have been taken in order to prevent potential adverse tax consequences for the Minority Securityholders.

Employees

The Boards have paid careful notice to the position and the role of the employees in the Demerger and Liquidation. After completion of the Demerger and Liquidation, all rights and obligations relating to the employees of KAS BANK will be transferred to CACEIS by operation of law. The Works Council will be duly consulted in relation to the Demerger and Liquidation.

Other stakeholders

KAS BANK's clients remain unaffected by the Demerger and Liquidation. The Combination aims to improve the client service levels. Creditors of KAS BANK have the right to oppose to the Demerger and Liquidation within one month after the announcement of the publication of the demerger proposal.

As a pre-wired agreed Post-Closing Measure was a fundamental requirement of CACEIS to consider waiving the 95% Condition and generally in order to obtain certainty of acquiring the full ownership of KAS BANK and thus be in a position to pay the Offer Price, the Boards believe that agreeing to the Demerger and Liquidation, subject to the agreed conditions (including approval by the Securityholders at the EGM), takes best into account the sustainable success of the business of KAS BANK and all of its stakeholders.

Upon completion of the Demerger and Liquidation, Minority Securityholders will receive a consideration equal to the Offer Price (provided that it may be subject to dividend withholding taxes and other taxes), which Offer Price according to the Fairness Opinions was fair to such holders from a financial point of view, and all rights and obligations relating to the employees of KAS BANK will remain in existence. KAS BANK's clients remain unaffected by the Demerger and Liquidation. Based on the above considerations, the Boards have concluded that, overall, the Demerger and Liquidation is more beneficial to KAS BANK and all its stakeholders than the other Post-Closing Restructuring Measures.

11. RECOMMENDATION

Since the initial expression of interest of CACEIS and throughout the process, the Boards have frequently discussed the preparations, developments and progress in relation to the Offer as well as the considerations underlying the key decisions in connection with the Offer. The Boards have received extensive financial and legal advice and have given careful consideration to all aspects and consequences of the Offer, including strategic, financial, operational and social points of view.

The Boards believe CACEIS is a strong match for KAS BANK and that a combination of KAS BANK and CACEIS will provide the operations of KAS BANK access to critical size in terms of balance sheet and boost KAS BANK's competitive strength. Being part of a large and well capitalised player is expected to grow KAS BANK's revenues, while costs synergies will lead to increased profitability. It is envisaged that a full integration of KAS BANK in CACEIS will deliver substantial operational, commercial, organisational and financial benefits.

Furthermore and as set out in paragraph 4.2 above, the Boards have received a fairness opinion from Rabobank dated 24 February 2019 and the Supervisory Board has received a fairness opinion from ABN AMRO dated 24 February 2019 stating that, as of such date and based upon and subject to the factors and assumptions set forth in such fairness opinion, the Offer Price of EUR 12.75 per Security in cash (cum dividend) to be paid to the Securityholders pursuant to the Offer is fair to such holders from a financial point of view.

After due and careful consideration and with reference to the foregoing in this Position Statement, the Boards have concluded that the Offer Price is fair to the Securityholders from a financial point of view and that, overall, the Offer and the arrangements included in the Merger Protocol – including the Non-Financial Covenants – are in the best interests of KAS BANK and its stakeholders.

Taking all these considerations into account, the Boards unanimously (i) support the Offer and the Demerger and Liquidation, (ii) recommend the Offer to the Securityholders, and (iii) recommend the Securityholders to vote in favour of the Resolutions to be taken at the EGM.

12. AGENDA EXTRAORDINARY GENERAL MEETING

In accordance with section 18 paragraph 1 of the Takeover Decree, KAS BANK shall convene the EGM to discuss the Offer and the Demerger and Liquidation with the Securityholders. The EGM will be held on 12 September 2019 at 15:00 hours CET at the offices of KAS BANK at De Entrée 500, 1101 EE, Amsterdam. The EGM will be convened as soon as possible.

At the EGM, the Securityholders will be asked to vote on the following resolutions:

- (i) the amendment of the articles of association of KAS BANK;
- (ii) the appointment of Jean-François Abadie, Catherine Duvaud and Joseph Saliba as members of the Supervisory Board upon the nomination of the Offeror;
- (iii) the granting of full and final discharge and release from any and all liabilities in respect of the supervisory duties of Petri Hofsté and Tanja Nagel as resigning members of the Supervisory Board;
- (iv) all resolutions necessary for the purpose of implementing the Demerger and Liquidation (subject to ECB License Approval having been obtained); and
- (v) all corporate resolutions required to give effect to the cancellation (*intrekking*) of the Treasury Securities held by KAS BANK.

The Resolutions will be conditional upon Settlement taking place and will become effective as of the Settlement Date. Each Resolution shall be adopted if a simple majority of the votes cast is in favour of such Resolution.

The full agenda of the EGM (and the explanatory notes thereto) will be made available on KAS BANK's website upon convocation of the EGM.

SCHEDULE 1 (FAIRNESS OPINION RABOBANK)



Rabobank

Office address Croeselaan 18
3521 CB Utrecht
the Netherlands
Chamber of commerce no:
30046259

Postal address P.O. Box 17100
3500 HG Utrecht
the Netherlands

STRICTLY PRIVATE AND CONFIDENTIAL

**The Supervisory Board and Managing Board of KAS
BANK N.V.**

De Entree 500
1101 EE Amsterdam
The Netherlands

Date: 24 February 2019

Subject: Fairness Opinion

Dear Sir / Madam,

You, the Supervisory Board and Managing Board of KAS BANK N.V. (the “**Boards**”, the “**Client**” or “**you**”) have requested the opinion of Rabobank, hereby acting through its Corporate Finance Advisory – Mergers & Acquisitions department, a division of Coöperatieve Rabobank U.A., (“**Rabobank**”), pursuant to the engagement as set out in the engagement letter dated 2 January 2019 (the “**Engagement Letter**”), to give you our opinion (the “**Opinion**”) with respect to the fairness of the proposal by CACEIS S.A. (the “**Offeror**”) to offer each holder of (depository receipts for) ordinary shares, nominal value EUR 1.00 per share, in the capital of KAS BANK N.V. (the “**Company**”) (each a “**Share**” and each beneficial owner of a Share a “**Shareholder**”), EUR 12.75 in cash for each Share (the “**Consideration**”) (the “**Transaction**”).

In arriving at our Opinion, we have:

- a) Reviewed certain publicly available financial and business information relating to the Company which we deemed relevant for the purposes of providing the Opinion, including annual reports, company presentations, press releases and research analyst reports relating to the expected future financial performance of the Company;

- b) Reviewed certain internal (unaudited) financial and operating information furnished to us by the Company, including financial forecasts, analyses, projections and assumptions relating to the business, operations and prospects of the Company;
- c) Considered current and historical market prices of the Share;
- d) Reviewed certain publicly available external research reports concerning the lines of business we believe to be generally comparable to the business of (divisions of) the Company;
- e) Reviewed certain publicly available financial and other information about certain publicly traded companies engaged in business comparable to (divisions of) the Company that we deemed to be relevant;
- f) Reviewed the financial terms, to the extent publicly available, of certain recent transactions involving companies we deemed relevant and the consideration paid for such companies;
- g) Reviewed a draft of the merger protocol between the Company and the Offeror, dated 22 February 2019, setting forth the terms and conditions pursuant to which the Offeror expects to launch the Offer; and
- h) Conducted such other financial studies, analyses and investigations and considered such other information as we deemed appropriate for the purposes of the Opinion.

The Company has confirmed to Rabobank that (i) the Company has provided Rabobank with all material information relating to the Company, which it understands to be relevant for the Opinion and have not omitted to provide Rabobank with any information relating to the Company that would render the provided information inaccurate, incomplete or misleading or may reasonably have a material impact on the Opinion, (ii) after delivery of aforementioned information, as far as the Company is aware, no events have occurred that may reasonably have a material impact on the Opinion, (iii) all confirmations and financial and other information provided by the Company to Rabobank in relation to the Opinion is true and accurate and no information was withheld from Rabobank that could reasonably affect the Opinion, and (iv) financial forecasts and projections of the Company provided by the Company to Rabobank have been reasonably prepared on a basis reflecting the best currently available information, estimates and judgments of the management of the Company as to the future financial performance of the Company.

The Opinion is subject to the above confirmation and is furthermore subject to the following:

- a) Rabobank has relied on the accuracy and completeness of all the financial and other information used by it without any independent verification of such information, and assumed such accuracy and completeness for the purposes of rendering this Opinion and therefore does not accept any responsibility regarding this information;
- b) Rabobank has not provided, obtained or reviewed on your behalf any specialist advice, including but not limited to, legal, accounting, regulatory, actuarial, environmental, information technology or tax advice and as such assumes no liability or responsibility in connection therewith. Accordingly, in providing the Opinion, we have not taken into account the possible implications of any such advice;

- c) Rabobank has not made any evaluation or appraisal of the assets and liabilities (including any derivative or off balance sheet assets, liabilities, and assets or businesses held for sale or disposal) of the Company;
- d) Rabobank has not conducted a physical inspection of the properties and facilities of the Company;
- e) Rabobank has not evaluated the solvency or fair value of the Company under any laws relating to bankruptcy, insolvency or similar matters;
- f) With respect to the financial forecasts provided, Rabobank has assumed that they have been reasonably prepared based on assumptions reflecting the best currently available estimates and judgements of the management of the Company as to the expected future results of operations and financial condition of the Company and that no event subsequent to the date of any such financial forecasts and undisclosed to us has had a material effect to the Company.

We do not accept or assume any liability or responsibility whatsoever for the foregoing information or forecasts and do not express any view thereto or to the assumptions on which such forecasts are made.

Our Opinion is based on the economic, monetary, market and other conditions as prevailing on, and the information made available to us up to and including, the date hereof. It should be understood that subsequent developments or circumstances and any other information that becomes available after this date may affect our Opinion. We expressly disclaim any undertaking or obligation to advise any person of any change in any fact or matter affecting our Opinion of which we become aware after the date hereof and we have not assumed any responsibility to update, revise or reaffirm our Opinion.

In preparing our Opinion, we have assumed that all material governmental, regulatory or other approvals and consents required in connection with the consummation of the Transaction, if any, will be obtained without any impact on the financial benefits of the Transaction.

This Opinion is solely for the use and benefit of the Client (solely in its capacity as such) in connection with its evaluation of the Transaction and shall not be used for any other purpose. We accept no responsibility or liability to any person in relation to the contents of this letter other than the Client, even if it has been disclosed with our consent. In addition, you agree that our liability to you will be limited to the manner set out in the Engagement Letter. This Opinion is not intended to be relied upon or confer any rights or remedies upon, nor may it be relied on by the Company or any other party or any of their employees, creditors or shareholders (except for the Client).

Our Opinion is limited to the fairness, from a financial point of view to the Shareholders, of the Consideration offered to the Shareholders pursuant to the Transaction and does not address the merits of the underlying decision of the Company or the Client to engage in, recommend or proceed with the Transaction and does not constitute a recommendation to whether the Company or the Client should accept the Offer. We have also not been requested to opine on, and no opinion is expressed on, and our Opinion does not in any other manner address, any alternatives available to the Transaction and whether any alternative transaction might be more beneficial to the Company or the Client than the Transaction. We have also not been requested to opine as to, and our Opinion does not in any manner address, (i) the likelihood of the consummation of the Transaction or (ii) the method or form of payment of the Consideration. We express no opinion as to the fairness of the Transaction to, or any consideration of, the holders of any other class of securities, creditors or other constituencies of the

Company. In addition, we express no opinion on, and our Opinion does not in any manner address, the fairness of the amount or the nature of any compensation to any officers, directors or employees of any parties to the Transaction, or any class of such persons, relative to the Consideration payable in the Transaction.

Rabobank will receive a fee upon the issue of the Opinion, irrespective of the contents of the Opinion and/or the Transaction being completed. Hence, in respect of this Opinion, we will receive a fee from you which will not be conditional upon completion of the Transaction. We have also been engaged by the Company to act as the Company's financial advisor for the purpose of producing certain services in connection with the Transaction. We will receive a success fee from the Company for these services pursuant to and subject to the terms of the Engagement Letter. A significant part of such fee is contingent on the consummation of the Transaction.

Rabobank is involved in a wide range of banking and other financial services business, both for its own account and for the account of its clients, out of which a conflict of interest or duties may arise. Rabobank may, from time to time, (i) provide financial advisory services and/or financing to the Company, the Offeror and/or parties involved with the Offeror, (ii) maintain a banking or other commercial relationship with the Company, the Offeror and/or parties involved with the Offeror, and (iii) trade shares and other securities of the Company in the ordinary course of business for our own account and for the accounts of our customers and may, therefore, from time to time hold long or short positions in such securities. Within Rabobank practices and procedures, including 'Chinese walls', are maintained, designed to help ensure the independence of advice and to restrict the flow of information and to manage such conflicts of interests or duties.

This Opinion is strictly confidential and may not be used or relied upon, or disclosed, referred to or communicated by you (in whole or in part) to any third party for any purpose whatsoever without our prior written authorisation. Reference to this opinion can be made in press releases in connection with the Transaction, the offer memorandum and the position statement of the Supervisory Board and Managing Board in connection with the Transaction (the "**Position Statement**"). This Opinion may only be made public through publication of the complete contents of this letter in the Position Statement.

The legal relationship between you and Rabobank with respect to this Opinion shall be governed by and construed in accordance with Dutch law and any claims or disputes arising out of, or in connection with, this Opinion shall be subject to the exclusive jurisdiction of the competent courts in Amsterdam. The English text of this Opinion is the only binding text and prevails over any translation (if any).

Based on and subject to the foregoing, we are of the opinion that, as at the date of this letter, the Consideration is fair, from a financial point of view, to the Shareholders.

Yours sincerely,

RABOBANK

SCHEDULE 2 (FAIRNESS OPINION ABN AMRO)

ABN AMRO Bank N.V.
Gustav Mahlerlaan 10
1082 PP Amsterdam
The Netherlands

Correspondence address
P.O. Box 283
1000 EA Amsterdam
The Netherlands
Telephone 020-6290274
Fax 020-3831834

CONFIDENTIAL

KAS BANK N.V.

Attn.

Chairman of the Supervisory Board

Mr. P.J.C. Borgdorff

De Entree 500

1101 EE Amsterdam

The Netherlands

Date

24 February 2019

Subject

Fairness Opinion

Reference

Charles Spaan / Diny de Jong

Department

Corporate Finance

Telephone

+31620615370 / +31653915711

Dear Mr. Borgdorff,

We understand that CACEIS, a wholly owned subsidiary of Crédit Agricole S.A. (the “**Bidder**”), either directly or through one of its subsidiaries incorporated for this purpose, intends to make a recommended public offer (the “**Offer**” or the “**Proposed Transaction**”) for all issued and outstanding (depository receipts of) ordinary shares with a nominal value of EUR 1.00 (one euro) each (the “**Shares**”, and each a “**Share**”) of KAS BANK N.V. (“**KAS BANK**” or the “**Company**”).

At the date hereof, a draft version (dated 22 February 2019) is available of the agreement between the Bidder and the Company (the “**Draft Merger Protocol**”) on the terms of the Offer to be made by the Bidder for all the issued and to be issued Shares not already held by the Bidder and its affiliates.

Pursuant to the terms of the Offer, the Bidder will offer an amount in cash equal to EUR 12.75 per each Share tendered under the terms of the Offer (the “**Offer Price**”) to the holders of these Shares (the “**Shareholders**”).

While certain aspects of the Proposed Transaction are summarized herein, the terms and conditions of the Proposed Transaction are set forth in detail in the Draft Merger Protocol. Any description of or reference to the Proposed Transaction set forth in this letter is qualified in its entirety by the terms of the Draft Merger Protocol.

The supervisory board of KAS BANK (the “**Supervisory Board**”) has asked ABN AMRO Bank N.V., acting through its Corporate & Institutional Banking – M&A Advisory department (“**ABN AMRO**”) to render its opinion to the Supervisory Board, as at the date hereof, as to whether the Offer Price is fair to the Shareholders from a financial point of view (the “**Fairness Opinion**”).

For the purpose of providing this Fairness Opinion, ABN AMRO has:

- a) reviewed certain publicly available business and financial information relating to the Company which ABN AMRO deemed relevant for the purpose of providing the Fairness Opinion, including the Company's audited annual reports for the financial year 2017 and the Company's unaudited semi-annual 2018 and unaudited annual figures 2018;
- b) reviewed financial and operating information with respect to the business, operations and future prospects of KAS BANK furnished to ABN AMRO by the Company, including but not limited to certain internal financial analyses and forecasts for the Company, in each case prepared by the Company's managing board;
- c) reviewed the financial terms, to the extent publicly available, of certain recent benchmark transactions and the consideration paid in connection with such transactions involving companies ABN AMRO deemed relevant in the context of the Proposed Transaction;
- d) reviewed current and historical stock prices and trading volumes of KAS BANK;
- e) had discussions with the Company's managing board concerning the past and current business, operations, financial condition and future prospects of KAS BANK, certain clarifications on the financial information, strategic outlook on KAS BANK and certain other matters ABN AMRO believes necessary or appropriate in relation to rendering the Fairness Opinion;
- f) reviewed parts of the Draft Merger Protocol ABN AMRO deemed relevant in relation to rendering the Fairness Opinion; and
- g) to the extent reasonable conducted such other studies, analyses and investigations and considered such other factors as ABN AMRO deemed appropriate, based on the information made available to ABN AMRO by the Company to date.

KAS BANK has confirmed to ABN AMRO that at the date of this letter:

- a) it has provided ABN AMRO with all material information relating to KAS BANK and the Proposed Transaction which KAS BANK understands to be relevant for the Fairness Opinion and all such information is true, accurate and complete in all material respects and it has not omitted to provide ABN AMRO with any information relating to KAS BANK and/or the Proposed Transaction that (i) would render the provided information inaccurate, incomplete or misleading or (ii) may reasonably have an impact on the Fairness Opinion;
- b) after delivery of the aforementioned information, no events have occurred that may reasonably have an impact on the Fairness Opinion or the information referred to under a) above;

- c) all opinions and intentions held by KAS BANK and expressed to ABN AMRO are honestly held and KAS BANK has made all reasonable enquiries to ascertain all facts material for the purposes of the Fairness Opinion;
- d) all financial and other information provided by KAS BANK to ABN AMRO in relation to the Fairness Opinion, whether in writing, orally or otherwise is true and accurate and not misleading, whether in fact or by omission, and no information was withheld from ABN AMRO that could reasonably affect the Fairness Opinion; and
- e) financial forecasts and projections of the Company and other information provided by KAS BANK to ABN AMRO have been reasonably prepared on a basis reflecting the best currently available information, estimates and judgments of the management of the Company as of the date of this letter, regarding the future financial performance of the Company and any other matters covered thereby.

This Fairness Opinion is subject to the above confirmations and is furthermore subject to the following limitations:

- a) ABN AMRO does not express any opinion as to any tax or other consequences that might result from the Proposed Transaction, nor does its opinion address any actuarial, legal, tax, regulatory or accounting matters (and ABN AMRO has not on any person's behalf obtained any specialist advice to that extent) and as such does not assume any liability or responsibility whatsoever in connection herewith;
- b) ABN AMRO has not been authorized to solicit, and ABN AMRO will not solicit and has not solicited, any indications of interest from any third party with respect to the purchase of all or a part of the Company's business or the Shares;
- c) ABN AMRO has relied on the accuracy and completeness of all the financial and other information, whether provided to it by the Company in writing, orally, or otherwise or publicly available, used or reviewed by it in connection with rendering its Fairness Opinion without obtaining any independent verification thereof, assumed such accuracy and completeness for the purposes of rendering this Fairness Opinion and does not accept any responsibility or liability regarding this information;
- d) ABN AMRO has not performed any investigation or otherwise undertaken to verify the accuracy and completeness of the information, whether provided to it by the Company or publicly available, used or reviewed by it for the purposes of rendering this Fairness Opinion and does not accept any responsibility or liability regarding this information;
- e) ABN AMRO has assumed that all confirmations made to ABN AMRO by KAS BANK (as set out above) are true, accurate and not misleading;
- f) ABN AMRO has assumed that the executed merger protocol and the consummation of the Proposed Transaction described therein will conform in all material respects, without any waiver or modification, with the terms and conditions reflected in the Draft Merger Protocol reviewed by ABN AMRO. ABN AMRO has further assumed the accuracy of all

information and representations and warranties contained in the Draft Merger Protocol and in any agreements or other documents related thereto;

- g) ABN AMRO has not made any evaluation or appraisal of the assets and liabilities (including any derivative or off balance sheet assets and liabilities of the Company) of KAS BANK nor has ABN AMRO been furnished with any independent evaluations or appraisals in connection with this Fairness Opinion;
- h) ABN AMRO has not conducted a physical inspection of the properties and facilities of KAS BANK;
- i) ABN AMRO has not evaluated the solvency or fair value of KAS BANK under any laws relating to bankruptcy, insolvency or similar matters;
- j) the Offer being declared unconditional on the basis of the terms and conditions set out in the Draft Merger Protocol, will conform in all material respects, without any waiver or modification, with the terms and conditions reflected in the Draft Merger Protocol and will occur without delay after the Settlement Date;
- k) receipt of all governmental, regulatory, third party or other consents, approvals and releases for the Proposed Transaction, which approvals and releases have been or will be obtained within the constraints contemplated by the Draft Merger Protocol; and
- l) ABN AMRO has not reviewed and does not opine on the question whether the Offer Price is the fair price (*billijke prijs*) within the meaning of Section 5:80a of the Financial Supervision Act (*Wet op het financieel toezicht*).

This Fairness Opinion is necessarily based upon prevalent financial, economic, monetary, market and other conditions as they exist on, and on the information made available to us, and may be assessed, as at 24 February 2019 and has not been and will not be updated as from that date. Accordingly, although subsequent developments, and any other information that becomes available after 24 February 2019 (including, for the avoidance of doubt, information in connection with the price at which the Shares have traded and will trade at any future time and prevailing foreign exchange rates), may affect this Fairness Opinion. ABN AMRO does not assume any responsibility to, and will not, update, revise or reaffirm this Fairness Opinion.

This Fairness Opinion is solely for the use and benefit of the Supervisory Board in connection with its evaluation of the Proposed Transaction and shall not be used for any other purpose. This Fairness Opinion is not intended to be relied upon or confer any rights or remedies upon any other party, including but not limited to any employee, creditor or shareholder of KAS BANK. This Fairness Opinion does not address the merits of the underlying decision of KAS BANK to engage in, recommend or proceed with the Offer and does not constitute a recommendation to any Shareholder as to whether such Shareholder should accept the Offer. We have not been requested to opine on, and no opinion is expressed on, and our Fairness Opinion does not in any other manner address, any alternatives available to the Proposed Transaction and whether any alternative transaction might be more beneficial to the Shareholders than the Proposed Transaction. We have also not been requested to opine as to, and our Fairness Opinion does not

in any manner address: (i) the likelihood of the consummation of the Proposed Transaction; or (ii) the method or form of payment of the Offer Price or the Purchase Price. In addition, we express no opinion on, and our Fairness Opinion does not in any manner address, the fairness of the amount or the nature of any compensation to any officers, directors or employees of any parties to the Proposed Transaction, or any class of such persons, relative to the Offer Price or the Purchase Price payable in the Proposed Transaction.

ABN AMRO is acting as independent financial advisor to the Supervisory Board in connection to the Proposed Transaction solely for the purpose of rendering this Fairness Opinion on the basis of an engagement agreement dated 20 February 2019 (the “**Engagement Agreement**”). ABN AMRO will receive a fee as described in said Engagement Agreement from KAS BANK for its services in connection with this Fairness Opinion, which fee will not be conditional on the completion of the Offer or the contents of this Fairness Opinion. KAS BANK has agreed to reimburse ABN AMRO’s expenses and to indemnify ABN AMRO against certain liabilities arising out of the Engagement Agreement with regard to its role as independent financial advisor of the Supervisory Board. ABN AMRO will receive its fee, as described in the Engagement Agreement, upon the issuance of the Fairness Opinion, irrespective of the contents of the Fairness Opinion and/or the Proposed Transaction being completed.

ABN AMRO is involved in a wide range of banking and other financial services business, both for its own account and for the account of its clients, out of which a conflict of interest or duties may arise. ABN AMRO may, from time to time: (i) provide financial advisory services and/or financing to KAS BANK and/or the Bidder; (ii) maintain a banking or other commercial relationship with KAS BANK and/or the Bidder; and (iii) trade shares and other securities of KAS BANK in the ordinary course of business for its own account and for the accounts of its customers and may, therefore, from time to time hold long or short positions in such securities.

This letter may be incorporated in full, for information purposes only, in the position statement to be made available by KAS BANK or the boards of KAS BANK to the Shareholders in connection with the Offer. Notwithstanding the foregoing, this letter is strictly confidential and may not be disclosed, referred to, or communicated (in whole or in part) to any third party for any purpose whatsoever except with the prior written approval of ABN AMRO, which shall not unreasonably be withheld.

This letter is issued in the English language only and reliance may only be placed on this letter as issued in the English language. If any translations of this letter are delivered they are provided only for ease of reference, have no legal effect and ABN AMRO makes no representation as to, and accepts no liability in respect of, the accuracy of any such translations.

This letter and the obligations of ABN AMRO to KAS BANK hereunder are subject to the Engagement Agreement and are governed by and construed in accordance with Dutch law. Any claims or disputes arising out of, or in connection with, this letter shall be subject to the exclusive jurisdiction of the competent court in Amsterdam without prejudice to the right of appeal, and that of appeal at the Dutch Supreme Court.

Based on and subject to the foregoing, we are of the opinion that, as at the date of this letter, the Offer Price is fair, from a financial point of view, to the Shareholders.

Date
24 February 2019

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Yours sincerely,

ABN AMRO Bank N.V.

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke at the bottom.A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke at the bottom.

Date: 24 February 2019