

SUPPLEMENT TO THE BASE PROSPECTUS

N.V. Bank Nederlandse Gemeenten

(Incorporated in The Netherlands with limited liability and having its statutory domicile in The Hague)

Euro 70,000,000,000 Debt issuance programme

N.V. Bank Nederlandse Gemeenten (the "Issuer" or "BNG") may from time to time offer bearer debt instruments that will – *inter alia* – be offered in Switzerland (the "Notes") pursuant to a programme of issuance established on 7 December 1993 (as amended) (the "Programme") described in the base prospectus dated 11 July 2005 (the "Base Prospectus"). This supplemental prospectus (the "Supplemental Prospectus") is prepared in connection with the issue by the Issuer of such Notes and is supplemental to, forms part of and should be read in conjunction with, the Base Prospectus. Terms defined in the Supplemental Prospectus shall have the same meaning in Base Prospectus, unless specified otherwise.

This Supplemental Prospectus has been approved by the Netherlands Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*, the "AFM"), which is The Netherlands competent authority for the purpose of Directive 2003/71/EC (the "Prospectus Directive") and relevant implementing measures in The Netherlands, as a supplemental prospectus issued in compliance with the Prospectus Directive, Commission Regulation EC No. 809/2004 (the "Prospectus Regulation") and relevant implementing measures in The Netherlands for the purpose of giving information with regard to the issue of Notes under the Programme.

This Supplemental Prospectus should be read and construed together with any amendments or supplements hereto (which can be found on the website of the Issuer, <http://www.bng.com> or alternatively during normal business hours at the office of the Paying Agent in Breda or at the office of the Principal Swiss Paying Agent), and in relation to the issue of the Notes, this Supplemental Prospectus should be read and construed together with the final terms relating to the issue of the Notes (the "Final Terms") and the Base Prospectus.

Arranger
UBS Investment Bank
Principal Dealers
ABN AMRO
Barclays Capital
Citigroup
Deutsche Bank
Goldman Sachs International
JPMorgan
Mizuho International plc
Rabobank International
The Royal Bank of Scotland
UBS Investment Bank

Bank Nederlandse Gemeenten
BNP PARIBAS
Credit Suisse First Boston
Dresdner Kleinwort Wasserstein
ING Wholesale Banking
Merrill Lynch International
Nomura International
RBC Capital Markets
TD Securities

The date of this Supplemental Prospectus is 12 August 2005 and is supplemental to, forms part of and should be read in conjunction with, the Base Prospectus dated 11 July 2005.

Important Notice

N.V. BANK NEDERLANDSE GEMEENTEN has confirmed that this Supplemental Prospectus – when read together and in conjunction with the Base Prospectus – contains all information regarding the Issuer and the Notes issued under the Programme which is (in the context of the Programme and the issue of the Notes) material and such information is true and accurate in all respects and is not misleading. The Issuer accepts responsibility for the information contained in this Supplemental Prospectus. To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case), the information contained in this Supplemental Prospectus is in accordance with the facts and does not omit anything that would affect the import of such information.

The Issuer has not authorised the making or provision of any representation or information regarding the Issuer or the Notes other than as contained or incorporated by reference in this Supplemental Prospectus or the Final Terms or as approved in writing for such purpose by the Issuer. Any such representation or information should not be relied upon as having been authorised by the Issuer or the Dealers.

The delivery of this Supplemental Prospectus or the Final Terms and the offering, sale or delivery of the Notes shall not in any circumstances create any implication that there has been no adverse change in the financial situation of the Issuer since the date hereof or, as the case may be, the date upon which the Base Prospectus has been most recently amended or supplemented or the balance sheet date of the most recent financial statements was deemed to be incorporated by reference into the Base Prospectus.

The distribution of this Supplemental Prospectus and the Final Terms and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Supplemental Prospectus comes are required by the Issuer and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on distribution of this Supplemental Prospectus and other offering material relating to the Notes see “Plan of Distribution” in the Base Prospectus. In particular, Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”). Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to US persons.

This Supplemental Prospectus does not constitute an offer of, or an invitation to subscribe for or purchase, the Notes and should not be considered as a recommendation by the Issuer or the Dealers that any recipient of this Supplemental Prospectus should subscribe for or purchase any of the Notes. Each recipient shall be taken to have made its own investigation and appraisal of the financial condition of the Issuer.

CERTAIN MODIFICATIONS TO THE BASE PROSPECTUS

The following are amendments to the text of the Terms and Conditions of the Notes (as set out on page 16 up to and including 31 of the Base Prospectus). The Terms and Conditions of the Notes (subject to completion and amendment by this Supplemental Prospectus) will be attached to or incorporated by reference into each Note in global form and which will be attached to or endorsed upon each definitive Note in K-form and will be applicable to each definitive Note in CF-form, provided that the relevant Final Terms in relation to any Series of Notes may specify other Terms and Conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace the following Terms and Conditions for the purposes of such Series of Notes. The applicable Final Terms will be endorsed or incorporated by reference into or attached to each Global Note and definitive Note in K-form and will be applicable to each definitive Note in CF-form.

The Terms and Conditions for the Notes will – in relation to the issue by the Issuer of Notes only – be deemed to be amended as set out below and shall be construed accordingly.

- (a) The following shall be added to the opening lines of the Terms and Conditions on page 16 of the Base Prospectus:

"For the purpose of the Notes the Issuer will, together with the Issuing and Paying Agent and the Dealer under the Programme specified in the Final Terms relating to the relevant issue of Notes as principal Swiss paying agent (the "Principal Swiss Paying Agent"), enter into a supplemental issuing and paying agency agreement.

- (b) The following shall be added to Condition 1(b) (*Form and Denomination*):

"Unless otherwise specified in the Final Terms," before the words "Notes will be represented upon issue".

- (c) The following shall be added to Condition 1(d) (*Form and Denomination*):

"If so specified in the Final Terms, the Notes may be represented upon issue by one or more Permanent Global Notes" before the first sentence of Condition 1(d).

- (d) The following shall be added to Condition 9 (*Payments*):

"Payments will be made without taking account of any future transfer restrictions and/or outside any bilateral or multilateral payment or clearing agreement (which for the avoidance of doubt means without regard to any bilateral or multilateral payment or clearing agreement) which may be applicable at the time of such payments.

Payment to the Principal Swiss Paying Agent by the Issuer and the receipt by the Principal Swiss Paying Agent of the due and punctual payment of the funds in CHF in Zurich shall release the Issuer of its obligations under the Notes and Coupons for the payment of principal and interest due on the respective payment dates to the extent of such payments.

Payment of principal and/or interest shall be made in CHF without collection costs in Switzerland to the Noteholders and/or Couponholders, without any restrictions, whatever the circumstances may be, irrespective of nationality, domicile or residence of the Noteholders and/or Couponholders and without requiring any certification, affidavit or the fulfilment of any other formality."

- (e) The following shall be added to Condition 11 (*The Paying Agents*):

"In respect of the Notes, the Issuer will at all times maintain Swiss Paying Agents having a specified office in Switzerland."

- (f) The following shall be added to Condition 14 (*Notices*):

"Notices to Noteholders will be deemed to have been validly given if published by the Principal Swiss Paying Agent at the expense of the Issuer, (i) by means of electronic publication on the internet website of

the SWX Swiss Exchange (www.swx.com), or (ii) in a daily newspaper in Zurich (which is expected to be the "Neue Zürcher Zeitung"), or (iii) otherwise in accordance with the regulations of the SWX Swiss Exchange. Notices shall be deemed to be validly given on the date of such publication or, if published more than once, on the date of the first such publication."

(g) The following shall be added to Condition 18 (*Law and Jurisdiction*):

"In addition to the submission to the jurisdiction to the courts of The Netherlands, the Issuer agrees – for the purposes of the Notes only – to the alternative jurisdiction of the Commercial Court of the Canton of Zurich, the place of jurisdiction being Zurich 1, with the right of appeal to the Swiss Federal Court of Justice in Lausanne where the law permits. In connection with the Notes the Issuer designates the Dealer specified in the Final Terms relating to the relevant issue of Notes as its representative for service of judicial documents pursuant to paragraph 30 of the Rules of Civil Procedure of the Canton of Zurich, and elects legal and special domicile pursuant to article 50 of the Swiss Act on Debt Enforcement and Bankruptcy at the offices of that Dealer specified in the Final Terms. Such Dealer will be required to undertake to transmit to the Issuer as soon as possible any notice received by such Dealer in this connection.

For the purpose of any proceedings brought in Switzerland, Noteholders have the option to be collectively represented (in accordance with all applicable laws and customary practice in Switzerland) and (whether or not collectively represented) have equal status irrespective of their domicile.