

SECURITY TRUSTEE RIGHTS PLEDGE AGREEMENT

Dated 16 July 2019

between

**VAN LANSCHOT CONDITIONAL PASS-THROUGH COVERED BOND
COMPANY 2 B.V.**

as pledgor

and

**STICHTING SECURITY TRUSTEE VAN LANSCHOT CONDITIONAL
PASS-THROUGH COVERED BOND COMPANY 2**

as pledgee

and

VAN LANSCHOT N.V.

as Transferor, Servicer and Subordinated Loan Provider

and

INTERTRUST ADMINISTRATIVE SERVICES B.V.

as Administrator

and

BNG BANK N.V.

as CBC Account Bank

and

PRICEWATERHOUSECOOPERS ACCOUNTANTS N.V.

as Asset Monitor

and

CITIBANK N.A., LONDON BRANCH

as Registrar and Paying Agent

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THIS SECURITY TRUSTEE RIGHTS PLEDGE AGREEMENT is dated 16 July 2019 and made between:

1. **VAN LANSCHOT CONDITIONAL PASS-THROUGH COVERED BOND COMPANY 2 B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organised under the laws of the Netherlands, and established in Amsterdam, the Netherlands;
2. **STICHTING SECURITY TRUSTEE VAN LANSCHOT CONDITIONAL PASS-THROUGH COVERED BOND COMPANY 2**, a foundation (*stichting*) organised under the laws of the Netherlands, and established in Amsterdam, the Netherlands;
3. **VAN LANSCHOT N.V.**, a public limited liability company (*naamloze vennootschap*) organised under the laws of the Netherlands, and established in 's-Hertogenbosch, the Netherlands;
4. **INTERTRUST ADMINISTRATIVE SERVICES B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organised under the laws of the Netherlands and established in Amsterdam, the Netherlands;
5. **BNG BANK N.V.**, a public limited liability company (*naamloze vennootschap*) organised under the laws of the Netherlands, and established in the Hague, the Netherlands;
6. **PRICEWATERHOUSECOOPERS ACCOUNTANTS N.V.**, a public limited liability company (*naamloze vennootschap*) organised under the laws of the Netherlands, and established in Amsterdam, the Netherlands; and
7. **CITIBANK, N.A., LONDON BRANCH**, a New York banking corporation acting out of its London Branch whose address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom..

WHEREAS:

- (A) The Issuer has set up the Programme separate from the covered bond programme set up on 2 March 2015.
- (B) Pursuant to the Guarantee Support Agreement, the Transferor or Transferors will transfer to the CBC the Eligible Assets.
- (C) Pursuant to the Trust Deed, the CBC has issued the Guarantee and entered into agreements with the Secured Parties, other than the Covered Bondholders.
- (D) Pursuant to the Parallel Debt Agreement, the CBC has irrevocably and unconditionally undertaken to pay to the Security Trustee the Parallel Debt.
- (E) It is a condition precedent to the closing of the transaction envisaged in the Transaction Documents that the Pledge Agreements will be entered into in substantially the Agreed Form, which includes a pledge of the Security Trustee Pledged Rights granted by the CBC as security for the Security Trustee Secured Liabilities.
- (F) The CBC has agreed to grant such security to the Security Trustee as set forth herein and the Security Trustee has agreed to accept such security.

IT IS AGREED as follows:

1 INTERPRETATION

- 1.1 In this Agreement (including its recitals), except so far as the context otherwise requires, words, expressions and capitalised terms used herein and not otherwise defined or construed herein shall have the same meanings defined or construed in the master definitions agreement dated the date hereof and signed by, amongst others, the parties to this Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time (the "**Master Definitions Agreement**"). The rules of usage and interpretation as set forth in the Master Definitions Agreement and all other agreements and understandings between the parties hereto contained therein shall apply to this Agreement, unless otherwise provided herein.

- 1.2 The expression "**Agreement**" shall herein mean this Security Trustee Rights Pledge Agreement.
- 1.3 This Agreement expresses and describes Dutch legal concepts in English and not in their original Dutch terms. Consequently, this Agreement is concluded on the express condition that all words, terms and expressions used herein shall be construed and interpreted in accordance with the laws of the Netherlands.

2 PLEDGE

- 2.1 As security for the due and punctual payment of all Security Trustee Secured Liabilities, the CBC hereby agrees to pledge and hereby pledges or, as the case may be, pledges in advance (*bij voorbaat*) the Security Trustee Pledged Rights to the Security Trustee, which pledge the Security Trustee hereby agrees to accept and hereby accepts.
- 2.2 The creation of the right of pledge on the Security Trustee Pledged Rights other than the Swap Rights, shall be effected by notification to the debtors of the Security Trustee Pledged Rights and is hereby notified to those debtors which are a party to this Agreement. By signing this Agreement each of the CBC and the debtors of the Security Trustee Pledged Rights which are a party to this Agreement confirms that notification of this Agreement and the pledge of the relevant Security Trustee Pledged Rights has been made in accordance with Article 3:236(2) of the Dutch Civil Code. To the extent required to execute and deliver a valid right of pledge on the relevant Security Trustee Pledged Rights, (i) the rights of pledge thereon will be established each time the relevant Security Trustee Pledged Rights come into existence and (ii) each crediting of a CBC Transaction Account other than the Swap Collateral Account (and any replacement account thereof) shall be deemed to constitute a pledge of the credit balance at such time, as well as a notification to the CBC Account Bank in accordance with Article 3:236(2) of the Dutch Civil Code.
- 2.3 If a new CBC account other than a swap collateral account is opened by the CBC Account Bank on the instruction of the CBC, the CBC shall pledge the relevant CBC Account Rights (including any rights in respect of the relevant CBC account) in respect of the CBC Account Bank to the Security Trustee, which pledge shall be accepted by the Security Trustee by entering into a Supplemental Deed of Pledge substantially in the form

of the **Schedule** attached hereto.

- 2.4 If a New Transferor has acceded to the Programme pursuant to Clause 14 of the Programme Agreement, the CBC shall pledge the relevant new GSA Rights in respect of such Transferor to the Security Trustee, which pledge shall be accepted by the Security Trustee by entering into a Supplemental Deed of Pledge substantially in the form of the **Schedule** attached hereto.
- 2.5 If after the date hereof a Swap Agreement is entered into by the CBC, the CBC shall pledge the Swap Rights in respect of the associated Swap Counterparty to the Security Trustee, which pledge shall be accepted by the Security Trustee by entering into a Supplemental Deed of Pledge substantially in the form of the **Schedule** attached hereto.
- 2.6 To the extent no valid right of pledge is created hereunder in respect of the Security Trustee Pledged Rights, the CBC hereby unconditionally undertakes to pledge the Security Trustee Pledged Rights promptly when they become available for pledging, by way of supplemental deeds or other instruments in writing on the same or similar terms to this Agreement, including Clauses 4 and 5, which undertaking the Security Trustee hereby accepts.

3 ACCESSORY AND ANCILLARY RIGHTS

The Security Trustee Pledged Rights are pledged to the Security Trustee including, without limitation, all accessory rights (*afhankelijke rechten*) and all ancillary rights (*nevenrechten*).

4 REPRESENTATIONS AND WARRANTIES RELATING TO THE SECURITY TRUSTEE PLEDGED RIGHTS

The CBC represents and warrants to the Security Trustee that at the date of this Agreement:

- (a) it has full right and title to each of the Security Trustee Pledged Rights;
- (b) it has the power (*beschikkingsbevoegdheid*) to pledge each of the Security Trustee Pledged Rights;

- (c) there are no attachments (*beslagen*) or limited property rights (*bepaalde rechten*) in favour of any third parties on or against any of the Security Trustee Pledged Rights;
- (d) no restrictions on the pledge of any of the Security Trustee Pledged Rights are in effect and they are capable of being pledged in the manner set out herein;
- (e) it has not previously and/or in advance transferred or created or promised to transfer or create, limited property rights on or against any of the Security Trustee Pledged Rights, or any part thereof, to or in favour of third parties, except as provided in any of the other Transaction Documents; and
- (f) each of the Security Trustee Pledged Rights constitutes valid, binding and enforceable obligations of the counterparty to the relevant Transaction Document or, the bank where the relevant accounts are held, as the case may be.

5 REPRESENTATIONS AND WARRANTIES AND UNDERTAKINGS RELATING TO THE CBC

5.1 The CBC acknowledges that the Security Trustee enters into this Agreement in full reliance on the following statements and represents and warrants to the Security Trustee that at the date of this Agreement:

- (a) it is a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) duly incorporated and validly existing under the laws of the Netherlands and has the corporate power to enter into this Agreement;
- (b) all corporate or other action required to be taken in order (i) to enable it lawfully to enter into, exercise its rights and perform and comply with its obligations under this Agreement and the other Transaction Documents to which it is a party, (ii) to ensure that those obligations and the security created hereby are valid, legally binding and enforceable, and (iii) to make this Agreement and the other Transaction Documents to which it is a party admissible in evidence in the courts of the Netherlands, has been taken;
- (c) the obligations expressed to be assumed by the CBC in this

Agreement and under any of the other Transaction Documents to which it is a party and the security created hereby constitute legal and valid obligations and security, binding on it and enforceable in accordance with the terms thereof;

- (d) the execution of this Agreement, the other Transaction Documents to which it is a party and any other document executed or to be executed hereunder by the CBC and the performance of any obligations hereunder and thereunder and the compliance with the provisions hereof and thereof and of the Guarantee do not and will not (i) contravene any applicable law or other regulation or any judgment or authorisations, approvals, licences or consents to which the CBC is subject or the CBC's constitutive documents, or (ii) conflict with, or result in any breach of any of the terms of, or constitute a default under, any agreement or other instrument to which the CBC is a party or is subject or by which it or any of its assets is bound;
- (e) it is not in breach of or in default under any agreement, including the Transaction Documents, to an extent or in a manner which has or which could have a Material Adverse Effect (i) on it, (ii) on its ability to perform its obligations under this Agreement or any of the other Transaction Documents to which it is a party, or (iii) on the security created hereby;
- (f) no Security Trustee Pledge Notification Event has occurred or will occur as a result of the signing of this Agreement and any of the other Transaction Documents to which it is a party;
- (g) since its incorporation there has been no Material Adverse Effect in respect of the business or financial condition of the CBC;
- (h) all the information supplied by the CBC to the Security Trustee in connection herewith is true, complete and accurate in all material respects and the CBC is not aware of any material facts or circumstances that have not been disclosed to the Security Trustee which might if disclosed adversely affect the decision of the Security Trustee to enter into this Agreement or any of the other Transaction Documents on the terms as set forth herein or therein;
- (i) no litigation, arbitration or administrative proceeding has been

instituted or is pending, or, to the best of the CBC's belief, threatened which might have a Material Adverse Effect (i) on it, (ii) its ability to perform its obligations under this Agreement or any of the other Transaction Documents to which it is a party, or (iii) on the security created hereby;

- (j) it has not taken any corporate action nor have any steps been taken or legal proceedings been instituted or threatened against it for its dissolution (*ontbinding*) and liquidation (*vereffening*) or legal merger (*juridische fusie*) or legal demerger (*juridische splitsing*) involving the CBC or for the conversion (*conversie*) of the CBC into a foreign legal entity;
- (k) it is not involved in negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or a general composition for the benefit of its creditors (*buitengerechtigd akkoord*);
- (l) it has not taken any corporate action nor have any steps been taken or legal proceedings been instituted or threatened against it for its entering into a suspension of payments (*surseance van betaling*) or bankruptcy (*faillissement*) or for becoming subject to any analogous insolvency proceedings under any applicable law or for the appointment of a receiver or similar officer of it or of any or all of its assets (*bewindvoerder aangesteld*); and
- (m) it has, to the extent applicable, complied with the relevant provisions of the Wft and with the provisions of all applicable decrees, rules, regulations and statements of policy of the relevant authority or authorities in the Netherlands, issued pursuant or in connection with the Wft.

5.2 The CBC undertakes not to waive any accessory rights or ancillary rights attached to the Security Trustee Pledged Rights without the consent of the Security Trustee.

6 SECURITY TRUSTEE PLEDGE NOTIFICATION EVENTS

6.1 The CBC shall immediately notify the Security Trustee of the occurrence of a Security Trustee Pledge Notification Event.

- 6.2 For so long as the Security Trustee has not made a written statement to the contrary, it shall refrain from exercising, from time to time, its right of pledge on the Security Trustee Pledged Rights *vis-à-vis*, the Transferor, the Servicer, the Administrator, the Paying Agent, the Asset Monitor, any Swap Counterparty, the CBC Account Bank, the Registrar and the Subordinated Loan Provider to the extent necessary to enable the Transferor, the Servicer, the Administrator, the Paying Agent, the Asset Monitor, any Swap Counterparty, the CBC Account Bank, the Registrar and the Subordinated Loan Provider, respectively, to honour the CBC's rights with respect to the Security Trustee Pledged Rights as if no right of pledge existed and the Security Trustee consents to the collection by the CBC of the Security Trustee Pledged Rights as referred to in Article 3:246(4) of the Dutch Civil Code. If a Security Trustee Pledge Notification Event occurs, the non-exercise of the right of pledge and the CBC's right to collect is withdrawn (*herroepen*), without any further action being required, and the Transferor, the Servicer, the Administrator, the Paying Agent, the Asset Monitor, any Swap Counterparty, the CBC Account Bank, the Registrar and the Subordinated Loan Provider, having knowledge of such a Security Trustee Pledge Notification Event or, after having been informed thereof, shall refrain from honouring the rights of the CBC on the ground of the right of pledge of the Security Trustee.

7 ENFORCEMENT

If and when any amount under or in connection with any of the Security Trustee Secured Liabilities is not paid when due this will constitute a default (*verzuim*) without any notice or reminder (*ingebrekestelling*) being required and the Security Trustee will be entitled to sell all (or any part of) the Security Trustee Pledged Rights in such manner as provided in Articles 3:249, 3:250 and 3:251 of the Dutch Civil Code. The Security Trustee shall be under no obligation to inform the CBC or any other persons who have any limited property rights (*bepaalde rechten*) or have levied an attachment on or against all (or any part of) the Security Trustee Pledged Rights of its intentions to sell all (or any part of) the Security Trustee Pledged Rights, nor is the Security Trustee required to make such communication when it has proceeded to sell all (or any part of) the Security Trustee Pledged Rights (as referred to in Article 3:252 of the Dutch Civil Code). The CBC hereby waives its right to request the president of the district court to order that the Security Trustee Pledged Rights should be sold in a manner which differs from Article 3:250 of the Dutch Civil Code.

8 APPLICATION OF MONEYS

All moneys received by way of enforcement (*verhaal*) by the Security Trustee of its rights under or by virtue of this Agreement shall be applied in accordance with the Trust Deed.

9 RELEASE OF PLEDGE

9.1 The right of pledge created hereby will be released if, in the Security Trustee's reasonable opinion, it does no longer and will not in the future have any further claims (whether actual or contingent) against the CBC arising out of or in connection with any Security Trustee Secured Liabilities. The Security Trustee will not be obliged to release the right of pledge created hereby in any other circumstances.

9.2 The release of the right of pledge as referred to above may be effected by the Security Trustee, to the extent not effected by operation of law, by means of termination (*opzegging*) or waiver (*afstand*), in whole or in part, as the Security Trustee may determine.

10 EVIDENCE CONCLUSIVE

An extract from the Security Trustee's records signed by any duly authorised officer of the Security Trustee shall, in the absence of any manifest error, be conclusive for the purpose of this Agreement and shall constitute prima facie evidence in any legal action or proceedings arising out of or in connection with this Agreement.

11 FURTHER ASSURANCES

The CBC shall, at its own cost, promptly execute and do all such assurances, documents, acts and things in such form as the Security Trustee may from time to time reasonably require:

- (a) for perfecting, preserving or protecting the security created hereunder or the priority thereof; and
- (b) for facilitating the collection, recovery and enforcement of the Security Trustee Pledged Rights or the exercise of any rights vested in the Security Trustee.

12 POWER OF ATTORNEY

12.1 The CBC hereby appoints, irrevocably, the Security Trustee and every delegate of the Security Trustee severally to be the attorney of the CBC (with full powers of substitution and delegation), on its behalf and in its name or otherwise, at such time and in such manner as the attorney may deem fit:

- (a) to do anything which the CBC is obliged to do (but has not done) under this Agreement including, but without limitation, to complete and execute any document to perfect any right of pledge on any of the Security Trustee Pledged Rights hereunder; and
- (b) generally to exercise all or any of the rights conferred on the Security Trustee in relation to the Security Trustee Pledged Rights or under or in connection with this Agreement.

12.2 The CBC undertakes to ratify and confirm whatever any attorney shall do or purport to do in the exercise or purported exercise of the power of attorney in Clause 12.1 hereof.

13 NO DISSOLUTION, NO NULLIFICATION

To the extent permitted by law, the parties hereby waive their rights pursuant to Articles 6:265 to 6:272 inclusive of the Dutch Civil Code to dissolve (*ontbinden*), or demand in legal proceedings the dissolution (*ontbinding*) of this Agreement. Furthermore, to the extent permitted by law, the parties hereby waive their rights under Article 6:228 of the Dutch Civil Code to nullify (*vernietigen*), or demand in legal proceedings the nullification (*vernietigen*) of, this Agreement on the ground of error (*dwalig*).

14 GOVERNING LAW AND JURISDICTION

14.1 This Agreement, including Clause 14.2, and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

14.2 Any disputes arising out of or in connection with this Agreement including, without limitation, disputes relating to any non-contractual

obligations arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

SIGNATURES

VAN LANSCHOT N.V.

by :
title :

by :
title :

**VAN LANSCHOT CONDITIONAL PASS-THROUGH COVERED BOND
COMPANY 2 B.V.**

by :
title :

**STICHTING SECURITY TRUSTEE VAN LANSCHOT
CONDITIONAL PASS-THROUGH COVERED BOND COMPANY
2**

by :
title :

INTERTRUST ADMINISTRATIVE SERVICES B.V.

by :
title :

BNG BANK N.V.

by :
title :

PRICEWATERHOUSECOOPERS ACCOUNTANTS N.V.

by :
title :

by:
title:

CITIBANK N.A., LONDON BRANCH

by :
title :

by:
title:

SCHEDULE

**FORM OF
SUPPLEMENTAL DEED OF PLEDGE**
Dated [..]

between

**VAN LANSCHOT CONDITIONAL PASS-THROUGH COVERED
BOND COMPANY 2 B.V.**
as CBC

and

**STICHTING SECURITY TRUSTEE VAN LANSCHOT CONDITIONAL
PASS-THROUGH COVERED BOND COMPANY 2**
as Security Trustee

and

[[New Transferor]]
as New Transferor]

and

[[Swap Counterparty]]
as Swap Counterparty]

and

[[CBC Account Bank]]
as CBC Account Bank

THIS DEED is dated [...] and made between:

1. **VAN LANSCHOT CONDITIONAL PASS-THROUGH COVERED BOND COMPANY 2 B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organised under the laws of the Netherlands, and established in Amsterdam, the Netherlands;
2. **STICHTING SECURITY TRUSTEE VAN LANSCHOT CONDITIONAL PASS-THROUGH COVERED BOND COMPANY 2**, a foundation (*stichting*) organised under the laws of the Netherlands, and established in Amsterdam, the Netherlands; and
3. **[New Transferor]/[Swap Counterparty]/[CBC Account Bank]**.

WHEREAS:

- (A) Pursuant to the Guarantee Support Agreement, the Transferor or Transferors will assign to the CBC the Relevant Mortgage Receivables and the Beneficiary Rights relating thereto.
- (B) In connection with the acceptance of the assignment of the Mortgage Receivables and the Beneficiary Rights relating thereto by the CBC, the CBC has issued the Guarantee and entered into agreements with the Secured Parties, other than the Covered Bondholders.
- (C) Pursuant to the Parallel Debt Agreement, the CBC has irrevocably and unconditionally undertaken to pay to the Security Trustee the Parallel Debt.
- (D) As security for the Security Trustee Secured Liabilities the CBC has pledged the Security Trustee Pledged Rights to the Security Trustee.
- (E) The CBC has undertaken to pledge the [GSA Rights / Swap Rights / CBC Account Rights] as security for the Security Trustee Secured Liabilities each time a [New Transferor has acceded to the Programme][Swap Agreement is entered into][new CBC Transaction Account is opened other than a swap collateral account].
- (F) The CBC has agreed to grant such security to the Security Trustee as set

forth herein, and the Security Trustee has agreed to accept such security.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 In this Deed (including its recitals), except so far as the context otherwise requires, words, expressions and capitalised terms used herein and not otherwise defined or construed herein shall have the same meanings defined or construed in the master definitions agreement dated the date hereof and signed by, amongst others, the parties to this Deed, as the same may be amended, restated, supplemented or otherwise modified from time to time (the "**Master Definitions Agreement**"). The rules of usage and interpretation as set forth in the Master Definitions Agreement and all other agreements and understandings between the parties hereto contained therein shall apply to this Deed, unless otherwise provided herein.
- 1.2 The expression "**Deed**" shall herein mean this Supplemental Deed of Pledge.
- 1.3 This Deed expresses and describes Dutch legal concepts in English and not in their original Dutch terms. Consequently, this Deed is concluded on the express condition that all words, terms and expressions used herein shall be construed and interpreted in accordance with the laws of the Netherlands.

2. PLEDGE

In accordance with and subject to the Security Trustee Rights Pledge Agreement, the CBC hereby, as security for the due and punctual payment of the Security Trustee Secured Liabilities, agrees to pledge and pledges or, as the case may be, pledges in advance (*bij voorbaat*) the [GSA Rights in respect of the New Transferor / Swap Rights in respect of the Swap Counterparty / CBC Account Rights in respect of the CBC Account Bank] to the Security Trustee, which right of pledge the Security Trustee hereby agrees to accept and hereby accepts. To the extent required to execute and deliver a valid right of pledge on the [GSA Rights / Swap Rights / CBC Account Rights], the right of pledge thereon will be established each time the [GSA Rights / Swap Rights / CBC Account Rights] come into existence.

3. NOTIFICATION

The creation of the right of pledge on the [GSA Rights / Swap Rights / CBC Account Rights] shall be effected by notification to the [New Transferor / Swap Counterparty / CBC Account Bank] and is hereby notified. By signing this Deed each of the CBC and the [New Transferor / Swap Counterparty / CBC Account Bank] confirms that notification of this Deed and the pledge of the [GSA Rights / Swap Rights / CBC Account Rights] has been made in accordance with Article 3:236 paragraph 2 of the Dutch Civil Code.

4. APPLICABILITY PROVISIONS OF SECURITY TRUSTEE RIGHTS PLEDGE AGREEMENT

The provisions of the Security Trustee Rights Pledge Agreement entered into by, *inter alia*, the CBC and the Security Trustee are incorporated by reference into this Deed and to the pledge set out herein and the parties to this Deed are bound to the terms and conditions of the Security Trustee Rights Pledge Agreement as if they were a party to it including, but not limited to, (i) that the CBC on the date of this Deed represents and warrants to the Security Trustee the matters as set out in Clause 4 of the Security Trustee Rights Pledge Agreement in respect of the rights pledged herein and Clause 5 of the Security Trustee Rights Pledge Agreement, and (ii) that the non-exercise set out in Clause 6.2 of the Security Trustee Rights Pledge Agreement shall be applicable to the rights pledged herein.

SIGNATURES

**VAN LANSCHOT CONDITIONAL PASS-THROUGH COVERED BOND
COMPANY 2 B.V.**

by :
title :

**STICHTING SECURITY TRUSTEE VAN LANSCHOT CONDITIONAL
PASS-THROUGH COVERED BOND COMPANY 2**

by :
title :

**[NEW TRANSFEROR]/[SWAP COUNTERPARTY]/[CBC ACCOUNT
BANK]**

by :
title :