

**Execution copy**

**CBC ACCOUNT AGREEMENT**

dated 9 March 2022

between

**VAN LANSCHOT KEMPEN SB COVERED BOND COMPANY B.V.**

as CBC

and

**BNG BANK N.V.**

as CBC Account Bank

and

**STICHTING SECURITY TRUSTEE VAN LANSCHOT KEMPEN SB**

**COVERED BOND COMPANY**

as Security Trustee

**TABLE OF CONTENTS**

<b>Clause</b>		<b>Page</b>
1	INTERPRETATION .....	4
2	CBC TRANSACTION ACCOUNTS .....	5
3	DEPOSITS AND WITHDRAWALS .....	5
4	REPLACEMENT REFERENCE RATE .....	6
5	INTEREST AND FEES .....	9
6	FINAL REPAYMENT .....	11
7	PROCEDURES .....	11
8	TERM, TERMINATION AND REPLACEMENT .....	11
9	REPRESENTATIONS AND WARRANTIES .....	13
10	WAIVER OF SET-OFF, RETENTION AND PLEDGE .....	15
11	ASSIGNMENT AND THE SECURITY TRUSTEE .....	16
12	ACKNOWLEDGEMENT .....	16
13	GENERAL CONDITIONS .....	17
14	NO DISSOLUTION, NO NULLIFICATION .....	17
15	GOVERNING LAW AND JURISDICTION .....	17

**Schedule 1:** Mandate by the CBC

**Schedule 2:** General Conditions

**THIS CBC ACCOUNT AGREEMENT** is dated 9 March 2022 and made between:

1. **VAN LANSCHOT KEMPEN SB COVERED BOND COMPANY B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands and established in Amsterdam, the Netherlands and registered with the Netherlands Chamber of Commerce under number 85363375;
2. **BNG BANK N.V.**, a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands and established in The Hague, the Netherlands and registered with the Netherlands Chamber of Commerce under number 27008387; and
3. **STICHTING SECURITY TRUSTEE VAN LANSCHOT KEMPEN SB COVERED BOND COMPANY**, a foundation (*stichting*) incorporated under the laws of the Netherlands and established in Amsterdam, the Netherlands and registered with the Netherlands Chamber of Commerce under number 85354562.

**WHEREAS:**

- (A) the Issuer has decided to set up the Programme pursuant to which the Issuer will issue Covered Bonds from time to time;
- (B) in connection with the Programme the CBC issues the Guarantee;
- (C) pursuant to the Guarantee Support Agreement, in consideration of the CBC issuing the Guarantee and so as to enable the CBC to meet its obligations under the Guarantee, the Issuer will transfer to the CBC Eligible Assets from time to time;
- (D) the CBC Account Bank has, *inter alia*, agreed to accept moneys on deposit on the CBC Transaction Accounts, to make payments and to provide pre-determined rates of return thereon on the terms of and subject to the conditions of this Agreement;
- (E) pursuant to the Servicing Agreement the CBC has appointed the Servicer to administer the Mortgage Receivables and to collect moneys relating thereto and to make, on behalf of the CBC, the deposits on the CBC Transaction Accounts with the CBC Account Bank referred to herein;

- (F) pursuant to the Administration Agreement, the CBC has appointed Intertrust Administrative Services B.V. as Administrator to administer the CBC Transaction Accounts and Intertrust Administrative Services B.V. will in such capacity, inter alia, make withdrawals from and deposits to the CBC Transaction Accounts.

## 1 INTERPRETATION

- 1.1 In this Agreement (including its recitals), except in so far as the context requires otherwise, words, expressions and capitalised terms used herein and not otherwise defined or construed herein shall have the same meanings as defined or construed in the master definitions agreement dated 9 March 2022 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 of 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. In the event of any conflict between the Master Definitions Agreement and this Agreement, this Agreement shall prevail.
- 1.2 The expression "**Agreement**" shall herein mean this CBC Account Agreement including the Schedules.
- 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.
- 1.4 The Security Trustee has agreed to become a party to this Agreement only for the purpose of taking the benefit of certain provisions of this Agreement expressed to be for its benefit and for the better preservation and enforcement of its rights under the Pledge Agreements and, save as aforesaid, the Security Trustee shall assume no obligations or liabilities whatsoever to the CBC Account Bank or the CBC by virtue of the provisions hereof.

## **2 CBC TRANSACTION ACCOUNTS**

- 2.1 The CBC Account Bank hereby confirms that, on the instructions of the CBC, the cbc account with IBAN NL10 BNGH 0 285184636 (the "**CBC Account**"), the reserve account with IBAN NL63 BNGH 0 285184652 (the "**Reserve Account**"), the construction account with IBAN NL41 BNGH 0 285184660 (the "**Construction Account**") and the swap cash collateral account with IBAN NL85 BNGH 0 285184644 (the "**Swap Cash Collateral Account**") (together the "**CBC Transaction Accounts**") have been opened in its books in the name of the CBC.
- 2.2 The CBC Account Bank acknowledges that it has received from the CBC a duly completed account mandate relating to the CBC Transaction Accounts substantially in the form set out in **Schedule 1** hereto.
- 2.3 In the event the CBC is obliged to open any other accounts than the CBC Transaction Accounts, the CBC Account Bank will, on the instructions of the CBC, open such new accounts under the terms of this Agreement in the name of the CBC (each an "**Other CBC Account**") and such accounts shall carry a rate of interest as to be agreed between the parties hereto at such time.

## **3 DEPOSITS AND WITHDRAWALS**

- 3.1 Subject to Clause 7 hereof, all moneys, to be transferred to the CBC Transaction Accounts will be credited to the relevant CBC Transaction Account on and for value on the date of the transfer, provided that notice of such transfer is given by the Transferor or the CBC or any other party in accordance with Clause 7 of this Agreement to the CBC Account Bank at the latest by 10.30 a.m. Central European Time on the Business Day of the proposed transfer and that the CBC Account Bank receives the relevant transfer by means of electronic transfer by no later than 01.00 p.m. Central European Time on the Business Day specified in such notice as the date of the proposed transfer. If notice is given after 10.30 a.m. Central European Time or the CBC Account Bank receives the transfer after 01.00 p.m. Central European Time, the relevant transfer shall be effected for value the next Business Day after such notice or transfer, unless the CBC Account Bank is able to ensure value on the Business Day specified in such notice or transfer as the date of the proposed transfer. Indications of time mentioned in this Clause 3.1 and in Clause 3.2 may vary from time to time in accordance with variation of the common banking practice in the

Netherlands. The CBC Account Bank shall promptly notify the CBC of any such variation in writing.

- 3.2 The CBC Account Bank acknowledges that the CBC (or the Administrator on its behalf) may retrieve from any of the CBC Transaction Accounts by way of withdrawal certain amounts on certain dates subject to the terms of this Agreement. The CBC hereby agrees with the Security Trustee to retrieve such amounts only, upon and subject to the terms of the Trust Deed and this Agreement. Subject to Clause 7 hereof, each withdrawal of moneys from any of the CBC Transaction Accounts shall be made upon giving notice before 11.00 a.m. Central European Time on the relevant day such notice is to take effect on and for value on such day, but no such withdrawal shall be made unless the CBC Account Bank is instructed to, and does, transfer any such moneys directly to the account and/or payee specified for such purpose by the CBC (or the Administrator on its behalf). The notice given by the CBC (or the Administrator on its behalf) shall specify the amount to be transferred to such account and/or payee.
- 3.3 Notwithstanding any of the foregoing, the CBC (or the Administrator on its behalf) shall never be entitled to withdraw any amount exceeding the respective credit balance of each of the CBC Transaction Accounts at the time of withdrawal. The CBC hereby agrees with the Security Trustee to only apply the amounts standing to the balance of each of the CBC Transaction Accounts in accordance with the provisions of the Trust Deed and the Security Trustee Rights Pledge Agreement.
- 3.4 As soon as possible after the debiting or crediting of any of the CBC Transaction Accounts, the CBC Account Bank shall use its best efforts to provide that each of the CBC and the Administrator has access to an electronic banking system which enables it to view (i) all debit and credit transactions in respect of such CBC Transaction Accounts; and (ii) the new balance of each of the CBC Transaction Accounts on such date. If the Security Trustee so requires the CBC Account Bank shall ensure that the Security Trustee shall have access to the electronic banking system.

#### **4 REPLACEMENT REFERENCE RATE**

- 4.1 Notwithstanding any provisions in this Agreement or the CBC Account Bank Fee Letter, if the CBC Account Bank or the CBC determines at any time that a Benchmark Event has occurred in respect of any floating reference rate applied in respect of any CBC Transaction Account to

determine any amount of interest payable (the "**Floating Reference Rate**"), the CBC Account Bank and the CBC, may appoint (subject to Clause 4.3 below and the Benchmarks Regulation Requirements) a rate determination agent (the "**Rate Determination Agent**") which will determine in its sole discretion, acting in good faith, whether:

- (a) a substitute or successor rate for purposes of determining the relevant Floating Reference Rate on such date or thereafter that is substantially comparable to the relevant Floating Reference Rate is available; or
- (b) a successor rate that has been recommended or selected by the monetary authority or similar authority (or working group thereof) in the jurisdiction of the applicable currency, or widely recognised industry association or body, is available.

If the Rate Determination Agent determines that there is an industry-accepted substitute or successor rate, the Rate Determination Agent will use such substitute or successor rate to determine the relevant Floating Reference Rate.

4.2 If the Rate Determination Agent has determined a substitute or successor rate in accordance with the foregoing (such rate, the "**Replacement Reference Rate**") for purposes of determining the Floating Reference Rate:

- (a) the Rate Determination Agent will also determine changes (if any) to the business day convention, the definition of Business Day (or similar), the interest determination date, the day count fraction and any method for calculating the Replacement Reference Rate, including any adjustment factor needed to make such Replacement Reference Rate comparable to the relevant Floating Reference Rate, in each case in a manner that it considers is consistent with industry-accepted practices for such Replacement Reference Rate;
- (b) references to the Floating Reference Rate in this Agreement will be deemed to be references to the relevant Replacement Reference Rate, including any alternative method for determining such rate as described in paragraph (a) above;
- (c) the Rate Determination Agent will notify the CBC Account Bank and the CBC of the foregoing as soon as reasonably practicable; and

- (d) the CBC will promptly (1) give notice to the Security Trustee and the Administrator of the Replacement Reference Rate and other relevant changes and details as described in paragraph (a) above and (2) procure that a notice of giving details of the Replacement Reference Rate and other changes and details described in paragraph (a) above be given in accordance with the terms of the relevant Transaction Documents.
- 4.3 The Rate Determination Agent will (1) be (a) a major bank or broker-dealer in the principal financial centre of the specified currency as appointed by the CBC Account Bank or the CBC, as the case may be, or (b) if so requested by the CBC, the CBC Account Bank and (2) if required, have the necessary licence or registration to act as such Rate Determination Agent in accordance with applicable laws (including, without limitation, the Benchmarks Regulation).
- 4.4 If the CBC Account Bank and the CBC are unable to appoint a Rate Determination Agent or the Rate Determination Agent is unable to or otherwise does not determine a Replacement Reference Rate, then the relevant Floating Reference Rate will remain the rate last determined.
- 4.5 As used in this Clause 4, a "**Benchmark Event**" means any of the following events:
- (a) the relevant Floating Reference Rate has ceased to be published on the relevant screen page as a result of such benchmark ceasing to be calculated or administered; or
  - (b) the administrator of the relevant Floating Reference Rate not being or ceasing to be included in the register maintained by ESMA pursuant to Article 36 of the Benchmarks Regulation on the due date of such registration or at any time thereafter; or
  - (c) a public statement by the administrator of the relevant Floating Reference Rate that (in circumstances where no successor administrator has been or will be appointed that will continue publication of such Reference Rate) it has ceased publishing such Floating Reference Rate permanently or indefinitely or that it will cease to do so by a specified future date (the "**Specified Future Date**"); or
  - (d) a public statement by the supervisor of the administrator of the relevant Floating Reference Rate that such Floating Reference



Rate has been or will, by a Specified Future Date, be permanently or indefinitely discontinued; or

- (e) a public statement by the supervisor of the administrator of the relevant Floating Reference Rate that means that such Floating Reference Rate will, by a Specified Future Date, be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally or in respect of the CBC Accounts; or
- (f) a public statement by the supervisor of the administrator of the relevant Floating Reference Rate that, in the view of such supervisor, (i) such Floating Reference Rate is no longer representative of an underlying market or (ii) the methodology to calculate such Floating Reference Rate has materially changed; or
- (g) it has or will, by a specified date within the following six months, become unlawful for the CBC Account Bank to calculate any payments due to be made to the CBC using the relevant Floating Reference Rate (including, without limitation, under the Benchmarks Regulation, if applicable).

4.6 The determination of an applicable Replacement Reference Rate or amount of interest in accordance with this Clause 4 will (in the absence of manifest error) be final and binding on all parties and no liability to any such person will attach to the CBC Account Bank or the Rate Determination Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

## **5 INTEREST AND FEES**

5.1 The CBC Transaction Accounts Funds shall carry a rate of interest equal to the CBC Transaction Accounts Interest Rate on the basis of actual days elapsed and a 360 day year. If the CBC Account Bank intends to charge a negative CBC Transaction Accounts Interest Rate to the CBC in relation to the CBC Transaction Accounts Funds, the CBC Account Bank shall notify the Issuer of this intention at least two (2) Business Days in advance and after such date the CBC shall pay such rate to the CBC Account Bank.

5.2 The CBC Account Bank shall pay interest accrued in accordance with Clause 5.1 hereof on the CBC Transaction Accounts Funds in respect of each CBC Account Bank Period in arrear by crediting (or debiting, in case

of a negative CBC Transaction Accounts Interest Rate) the relevant CBC Transaction Accounts with the amounts thereof, on and for value on the CBC Payment Date immediately succeeding such CBC Account Bank Period or on such earlier date as the whole of the CBC Transaction Accounts Funds are withdrawn from the relevant CBC Transaction Account pursuant to Clause 6 below.

5.3 The CBC shall pay any regular payments transaction costs to the CBC Account Bank and the CBC shall pay to the CBC Account Bank such regular payments transaction costs in arrear on and for value on or before the last day of each calendar month or on such earlier date as the whole of the CBC Transaction Accounts Funds are withdrawn from the CBC Transaction Accounts pursuant to Clause 6 below, in accordance with the CBC Account Bank Fee Letter.

5.4 All payments by the CBC Account Bank under this Agreement shall be made in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, taxes, charges or otherwise whatsoever) unless the deduction or withholding is required by applicable law and the deduction or withholding involves amounts payable on the basis of this Agreement only, in which event the CBC Account Bank shall:

- (a) ensure that the deduction or withholding does not exceed the minimum amount legally required;
- (b) pay to the relevant taxation or other authorities within the period for payment permitted by applicable law the full amount of the deduction or withholding;
- (c) use its best endeavours to furnish to the CBC, within the period for payments permitted by the relevant law, either:
  - i. an official receipt of the relevant taxation authorities involved in respect of all amounts so deducted or withheld; or
  - ii. if no such receipt is issued by the taxation authorities concerned on payment to them of amounts so deducted or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding issued by itself; and
- (d) repay to the relevant CBC Transaction Account any refunds or repayments by the relevant authorities in relation to such deduction or withholding.

## **6 FINAL REPAYMENT**

Upon termination or expiry of this Agreement pursuant to Clause 8, the CBC Account Bank shall immediately repay to the CBC the CBC Transaction Accounts Funds (in each case) with interest accrued thereon (and not previously withdrawn) to (but excluding) the date of actual repayment, such repayment being effected by means of a transfer direct to the then specified account of the CBC.

## **7 PROCEDURES**

Notice of transfer or withdrawals to or from any of the CBC Transaction Accounts shall be given by email or e-banking in accordance with the requirements agreed among the parties by the persons referred to in the mandate provided by the CBC to the CBC Account Bank on the date hereof substantially in the form set out in **Schedule 1** hereto.

## **8 TERM, TERMINATION AND REPLACEMENT**

8.1 Subject as provided in Clause 8.2, this Agreement shall commence on the date hereof and continue until 12:00 p.m. Central European Time on the date on which all of the Covered Bonds have been redeemed or written off in full and all other payment obligations under the Transaction Documents of the CBC have been fulfilled, provided that the CBC has sent a written notification thereof to the CBC Account Bank.

8.2 The CBC may at any time (but, if prior to the date on which the Covered Bonds are redeemed or written off in full, only with the prior written consent of the Security Trustee), by written notice terminate this Agreement with immediate effect, in respect of Clause 8.2(c) subject to Clause 8.3, upon the occurrence of any of the following events:

- (a) the CBC Account Bank is in breach of any of the representations and warranties set out in Clause 9 and such breach, if capable of being remedied, remains unremedied for a period of five (5) Business Days from the moment the CBC Account Bank has or should have notified the CBC and the Security Trustee as specified in Clause 9.2; or
- (b) the CBC Account Bank takes any corporate action or other steps are taken or legal proceedings are initiated or threatened against it for

its dissolution (*ontbinding*) and liquidation (*vereffening*) or any analogous proceedings under any applicable law; or

- (c) at any time the rating of the CBC Account Bank falls below the Requisite Credit Rating or such rating is withdrawn; or
- (d) the CBC Account Bank becomes involved in negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general composition for the benefit of its creditors (*buitengerechtigd akkoord*) or becomes subject to statutory proceedings for the restructuring of its debts (*akkoordprocedure*); or
- (e) the CBC Account Bank has taken any corporate action or any steps have been taken or legal proceedings have been instituted or threatened against it for its bankruptcy (*faillissement*), or has been subjected to any intervention, recovery or resolution measure pursuant to the BRRD, the SRM Regulation or the Wft, as applicable, or for becoming subject to any analogous insolvency proceedings under any applicable law or for the appointment of a receiver or a similar officer of it or of any or all of its assets (*bewindvoerder aangesteld*); or
- (f) the CBC Account Bank ceases to carry on all its business or such a substantial part of its business which has a Material Adverse Effect on the performance of the CBC Account Bank under this Agreement; or
- (g) the CBC Account Bank fails to perform any material obligation under this Agreement for a period of fifteen (15) calendar days after written notice by the CBC or the Security Trustee, unless such failure is remedied within such period.

8.3 If an event as set forth in Clause 8.2(c) has occurred, the CBC Account Bank shall use its best efforts to, within the Relevant Remedy Period (i) procure the opening of new accounts under the terms of a new CBC account agreement substantially on the same terms as the CBC Account Agreement with a financial institution having at least the Requisite Credit Rating and transfer the CBC Transaction Accounts to this financial institution, or (ii) procure that a guarantee of its obligations under this Agreement is obtained on terms acceptable to the Security Trustee, acting reasonably, from a financial institution having at least the Requisite Credit Rating, which guarantee is in accordance with the guarantee criteria of

S&P prevailing at such time, or (iii) find another solution, with the consent of the parties to this Agreement, so that the then current rating of the Covered Bonds are not adversely affected as a result thereof. Following such Relevant Remedy Period, the CBC may at any time but, if prior to the date on which the Covered Bonds are redeemed or written off in full, only with the prior written consent of the Security Trustee), by sending a notice to the CBC Account Bank, terminate this Agreement with effect from the date of such notice.

- 8.4 As of 9 March 2027, if the CBC Account Bank has raised or raises its annual fee as set forth in the CBC Account Bank Fee Letter, the CBC may terminate this Agreement on giving not less than sixty (60) calendar days' written notice to the other party (such notice to be copied to the Security Trustee), provided that such termination shall not take effect until such time as a bank licensed to act as a bank in the Netherlands under the Wft or any similar applicable laws, which has a rating of at least equal to the Requisite Credit Rating, has entered into an agreement with the CBC and the Security Trustee on terms that are, in the opinion of the Security Trustee, no less favourable to the CBC than this Agreement (taking into account the then prevailing market conditions) and opened accounts in the name of the CBC for the purposes of accepting deposits pursuant to such agreement.
- 8.5 Any termination of this Agreement shall be without prejudice to the accrued rights of each of the parties hereto in respect of any antecedent breach by any of the other parties hereto of any of the provisions of this Agreement.
- 8.6 Each of the parties shall bear its own costs and expenses incurred by it as a result of any termination of this Agreement pursuant to this Clause. For the avoidance of doubt, the CBC Account Bank shall not bear the costs and expenses of (a) a termination of this Agreement pursuant to Clause 8.4 and (b) a financial institution as referred to in Clause 8.3 under (i) relating to the value of the difference between the interest payable by the CBC Account Bank and the interest to be paid by such financial institution on the CBC Transaction Accounts.

## **9 REPRESENTATIONS AND WARRANTIES**

- 9.1 The CBC Account Bank represents and warrants to the CBC and the Security Trustee at the date hereof and on each date on which a deposit is

made pursuant to Clause 3 and on each CBC Payment Date as follows:

- (a) it has been duly incorporated and validly exists under the jurisdiction of incorporation and it is duly licensed to act as a bank in the Netherlands within the meaning of the Wft;
- (b) the constitutive documents establishing and regulating it include the provisions which give it power, and all necessary corporate authority has been obtained and action taken, for it to sign and deliver, and perform the transactions contemplated in this Agreement and the agreements entered into in connection herewith and this Agreement and any agreement entered into in connection herewith constitute valid, legal and binding obligations of it and are enforceable in accordance with their terms;
- (c) neither the signing and delivery of this Agreement nor the performance of any of the transactions contemplated hereby does or will contravene or constitute a default under, or cause to be exceeded any limitation on it or the powers of its directors imposed by or contained in, (i) any law by which it or any of its assets is bound or affected, or (ii) the constitutional documents which establish and regulate it, or (iii) to the best of its knowledge and beliefs any agreement to which it is a party or by which any of its assets is bound;
- (d) it has duly and unconditionally obtained or made each authorisation, approval, consent, licence, exemption or registration required on its part of or in connection with the execution and performance of this Agreement and any matters contemplated thereby and such authorisation, approval, consent, licence, exemption or registration in full force and effect;
- (e) no litigation, arbitration or administrative proceedings has been instituted, or is pending or to the best of its knowledge threatened which might have a Material Adverse Effect on it or its ability to perform its obligations under this Agreement;
- (f) none of the events set forth under Clause 8.2 has occurred and is continuing; and
- (g) the CBC Account Bank satisfies at least the Requisite Credit Rating.

- 9.2 The CBC Account Bank undertakes to notify the CBC and Security Trustee immediately if, at any time during the term of this Agreement, the CBC Account Bank becomes aware or should have been aware that any of the statements contained in Clause 9.1 is untrue and/or incorrect.
- 9.3 The CBC Account Bank undertakes to use reasonable efforts to obtain, comply with the terms of, and to take appropriate steps to maintain in full force and effect all authorisations, approvals, licenses, exemptions, registrations and consents required in or by any applicable law for the performance of its obligations hereunder and under any of the Transaction Documents to which it is a party.
- 9.4 The CBC Account Bank will treat information relating to or provided by the CBC as confidential.

## **10 WAIVER OF SET-OFF, RETENTION AND PLEDGE**

- 10.1 Without prejudice to Clause 5.3, the CBC Account Bank hereby undertakes with the CBC and the Security Trustee not to exercise or claim any right of set-off or counterclaim or purport to set-off or counterclaim (any of), or combination or consolidation of accounts in respect of any of the CBC Transaction Accounts and/or the CBC Transaction Accounts Funds and/or any interest accruing thereon or on any part of any thereof, whether or not arising by law, and the CBC Account Bank hereby waives the applicability of any provisions of the General Conditions that would create such right.
- 10.2 The CBC Account Bank hereby waives in advance any and all rights of suspension and retention, in respect of any of the CBC Transaction Accounts and/or the CBC Transaction Accounts Funds and/or any interest accruing thereon or on any part of any thereof.
- 10.3 The CBC Account Bank hereby releases in advance any security right, including without limitation a right of pledge, it holds (or might hold) in respect of the CBC Transaction Accounts or the CBC Transaction Accounts Funds and/or any interest accruing thereon or on any part of any thereof, and the CBC Account Bank hereby waives the applicability of any provisions of the General Conditions that would create such right.
- 10.4 The CBC Account Bank hereby gives its consent to the CBC to pledge the CBC Account Rights in accordance with the Transaction Documents.

## **11 ASSIGNMENT AND THE SECURITY TRUSTEE**

- 11.1 Without prejudice to the rights of pledge created under the Security Trustee Rights Pledge Agreement, neither the CBC nor the CBC Account Bank may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other and, in either case, the Security Trustee.
- 11.2 Upon receiving written notice from the Security Trustee to the effect that the CBC Account Bank shall only, following receipt of such notice, act in relation to any of the CBC Transaction Accounts and this Agreement in accordance with the directions of the Security Trustee, the CBC Account Bank confirms that it shall only comply with the directions of the Security Trustee.
- 11.3 The CBC Account Bank shall provide to the Security Trustee such information and evidence in respect of any dealing between the CBC (or the Administrator on its behalf) and the CBC Account Bank under this Agreement or otherwise as the Security Trustee may reasonably request and the CBC hereby waives any right or duty of confidentiality which it may have or which may be owed to it by the CBC Account Bank in respect of such information and evidence, except that the parties hereto are still bound by Clause 5 (*Confidentiality*) of the Master Definitions Agreement.

## **12 ACKNOWLEDGEMENT**

The CBC has appointed the Administrator as its agent to administer, inter alia, the CBC's rights and obligations under this Agreement. The CBC agrees and confirms that the CBC Account Bank may and the CBC Account Bank agrees and confirms that it will, unless otherwise notified by the CBC or the Security Trustee, act in accordance with instructions given by the Administrator, on behalf of the CBC in the administration and operation of each of the CBC Transaction Accounts under this Agreement, such instructions to be given by authorised representatives as represented in the signatory list of the Administrator set out in the duly completed account mandate relating to each of the Transaction Accounts substantially



in the form set out in **Schedule 1** hereto as being authorised so to act. Any notice to be given to the CBC will also be given to the Administrator.

### **13 GENERAL CONDITIONS**

13.1 Subject to the provisions of Clause 10, the General Conditions (substantially in the form set out in **Schedule 2** hereto) are applicable to the relationship between the CBC, the CBC Account Bank and the Security Trustee pursuant to this Agreement. In the event of a conflict between the General Conditions and the provisions of this Agreement, the provisions of this Agreement shall prevail.

13.2 If at any time any amendments and/or additions are made to the General Conditions, which would (i) affect any provision of this Agreement and/or (ii) be detrimental to the interest of the CBC and/or the Security Trustee under this Agreement, such amendments and/or additions will not apply to this Agreement unless agreed in writing with the CBC and the Security Trustee.

### **14 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 (*vernietiging*) of, this Agreement on the ground of error (*dwalings*).

### **15 GOVERNING LAW AND JURISDICTION**

15.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement, including Clause 15.2 hereof, shall be governed by and construed in accordance with Dutch law.

15.2 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.

*(signature page follows)*

**SIGNATORIES:**

**VAN LANSCHOT KEMPEN SB COVERED BOND COMPANY B.V.**

\_\_\_\_\_  
by :  
title :

\_\_\_\_\_  
by :  
title :

**BNG BANK N.V.**

\_\_\_\_\_  
by :  
title :

\_\_\_\_\_  
by :  
title :

**STICHTING SECURITY TRUSTEE VAN LANSCHOT KEMPEN SB  
COVERED BOND COMPANY**

\_\_\_\_\_  
by :  
title :

\_\_\_\_\_  
by :  
title :

**SCHEDULE 1**

**FORM OF MANDATE BY CBC**

The undersigned:

Van Lanschot Kempen SB Covered Bond Company B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under Dutch law and established in Amsterdam, the Netherlands (the "**CBC**"), duly represented by its sole managing director Intertrust Management B.V.;

hereby resolves:

to give a power of attorney to each of the persons listed from time to time in the extracts of the Chamber of Commerce (*Kamer van Koophandel*) in accordance with the authorisations mentioned therein, as a director or proxy holder in respect of the Director of the CBC and the Administrator (until such person is no longer listed in the extract) (which persons are, on the date of the mandate, as listed in the annexes to this mandate), to represent the CBC in debiting and crediting and generally disposing over any funds in the bank account with IBAN number: NL10 BNGH 0 285184636 ("**CBC Account**"), the bank account with IBAN number: NL85 BNGH 0 285184644 ("**Swap Cash Collateral Account**"), the bank account with IBAN number: NL41 BNGH 0 285184660 ("**Construction Account**") and the bank account with IBAN number: NL63 BNGH 0 285184652 ("**Reserve Account**") held with BNG Bank N.V. as CBC Account Bank in accordance with the provisions of the CBC Account Agreement between the CBC, the CBC Account Bank and Stichting Security Trustee Van Lanschot Kempen SB Covered Bond Company dated 9 March 2022.

Signed in Amsterdam on 9 March 2022.

**Van Lanschot Kempen SB Covered Bond Company B.V.**

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by:  
title:

**ANNEX 1**

**Extract of the trade register of the Chamber of Commerce of Intertrust  
Management B.V.**

**ANNEX 2**

**Extract of the trade register of the Chamber of Commerce of Intertrust  
Administrative Services B.V.**

● **NautaDutilh**

23

Van Lanschot SBCB Set Up 2021

CBC Account Agreement

Execution copy

**SCHEDULE 2**

**GENERAL CONDITIONS**