

SECURITY TRUSTEE RECEIVABLES PLEDGE AGREEMENT

Dated 16 July 2019

as lastly amended and restated on 9 October 2020

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

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Schedule 1 : Letter to Life Insurance Company

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THIS SECURITY TRUSTEE RECEIVABLES PLEDGE AGREEMENT is dated 16 July 2019 as lastly amended and restated on 9 October 2020 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; and
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.

WHEREAS:

- A. Pursuant to the Guarantee Support Agreement, the Transferor will sell and assign to the CBC the Relevant Mortgage Receivables and the Beneficiary Rights relating thereto.
- B. Pursuant to the Trust Deed, 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. It is a condition precedent to the closing of the Programme envisaged in the Transaction Documents that the Pledge Agreements will be entered into in substantially the Agreed Form, which includes a right of pledge on the Mortgage Receivables and the Beneficiary Rights relating thereto granted by the CBC to the Security Trustee as security for the Security Trustee Secured Liabilities.
- E. 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 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.
- 1.2 The expression "**Agreement**" shall herein mean this Security Trustee Receivables Pledge Agreement including its 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.

2. PLEDGE

- 2.1 As security for the due and punctual payment of all Security Trustee Secured Liabilities, the CBC hereby undertakes to pledge or, as the case may be, to pledge in advance (*bij voorbaat*) on each Transfer Date the relevant Mortgage Receivables and the Beneficiary Rights relating thereto to the Security Trustee, by signing a Deed of Sale, Assignment and Pledge. The Security Trustee hereby undertakes to accept each such pledge.
- 2.2 The creation of the right of pledge of the Mortgage Receivables and the Beneficiary Rights relating thereto, if any, shall be perfected by the CBC as soon as possible after execution of each Deed of Sale, Assignment and Pledge, as follows:
- (a) by way of registration within three (3) Business Days of each Deed of Sale, Assignment and Pledge and, as the case may be, any

documents supplemental or incidental thereto with the relevant division of the Dutch tax authorities; or

- (b) by way of a notarial deed incorporating such Deed of Sale, Assignment and Pledge and, as the case may be, any documents supplemental or incidental thereto,

and the CBC hereby also irrevocably authorises the Security Trustee to register each Deed of Sale, Assignment and Pledge and any other documents referred to above or to have the same recorded in a notarial deed and to act on behalf of the CBC on the occasion of the execution of such notarial deed.

- 2.3 If and to the extent (i) no valid right of pledge will be created under any Deed of Sale, Assignment and Pledge in respect of (any of) the Mortgage Receivables and the Beneficiary Rights relating thereto and/or (ii) the CBC has been appointed as beneficiary under the Life Insurance Policies, the CBC hereby unconditionally undertakes to pledge the Mortgage Receivables and the Beneficiary Rights relating thereto and/or any rights resulting from its appointment as beneficiary under the Life Insurance Policies as soon as they become available for pledging, by way of supplemental deeds or other instruments in writing on the same or similar terms to this Agreement, which undertaking the Security Trustee hereby accepts.

3. ACCESSORY AND ANCILLARY RIGHTS

To the extent possible under applicable law, the Mortgage Receivables and the Beneficiary Rights relating thereto pledged under any Deed of Sale, Assignment and Pledge are and/or shall be pledged to the Security Trustee together with all rights relating thereto, including without limitation, all accessory rights (*afhankelijke rechten*) and all ancillary rights (*nevenrechten*), such as mortgage rights (*hypothekrechten*), rights of pledge (*pandrechten*) and the interest rate reset rights (*renteherzieningsrechten*) provided in the Mortgage Conditions. To the extent necessary, the Security Trustee is hereby irrevocably authorised by the CBC to exercise any such rights on behalf of the CBC.

4. REPRESENTATIONS AND WARRANTIES RELATING TO THE MORTGAGE RECEIVABLES

The CBC shall represent and warrant to the Security Trustee in each Deed of Sale, Assignment and Pledge with respect to the Mortgage Receivables and Beneficiary Rights assigned thereby, that:

- (a) it has not taken nor omitted to take any action which would make the Mortgage Receivables Warranties untrue, and it is not aware that such representations and warranties have become untrue;
- (b) it has the power (*beschikkingsbevoegdheid*) to pledge the Mortgage Receivables and the Beneficiary Rights relating thereto;
- (c) there are no attachments (*beslagen*) or limited property rights (*beperkte rechten*) in favour of any third parties on or against the Mortgage Receivables and the Beneficiary Rights relating thereto;
- (d) save as provided in any of the Transaction Documents, no restrictions on the pledge of the Mortgage Receivables and the Beneficiary Rights relating thereto are in effect, and they are capable of being pledged in the manner set out herein; and
- (e) it has not previously and/or in advance transferred or promised to transfer any of the Mortgage Receivables and the Beneficiary Rights relating thereto or created, or promised to create limited property rights on or against any of the Mortgage Receivables and the Beneficiary Rights relating thereto, or any part thereof, to or in favour of third parties, except as provided in any of the Transaction Documents.

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 constitute legal and valid obligations, 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) 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;
- (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 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 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 shall not waive any accessory rights or ancillary rights attached to the Mortgage Receivables and the Beneficiary Rights without the consent of the Security Trustee.

6. SECURITY TRUSTEE PLEDGE NOTIFICATION EVENTS

- 6.1 A Security Trustee Pledge Notification Event shall mean any event which is or may become (with the lapse of time and/or the giving of notice and/or the making of any determination) any of the following events:

- (a) a CBC Event of Default; or
- (b) any amount due to the Security Trustee under or in connection with any of the Security Trustee Secured Liabilities is not paid when due; or
- (c) the CBC fails to duly perform or comply with any of its obligations under this Agreement or under any other Transaction Document to which it is a party and, if such failure is capable of being remedied, such failure is not remedied within 10 (ten) Business Days after notice thereof has been given by the Security Trustee to the CBC; or
- (d) any representation, warranty or statement made by the CBC in this Agreement or in any of the other Transaction Documents to which it is a party or in any notice or other document, certificate or statement delivered by it pursuant hereto or thereto proves to have been, and continues to be after the expiration of any applicable grace period provided for in any Transaction Document, untrue or incorrect in any material respect; or
- (e) the CBC takes any corporate action or other steps are taken or legal proceedings are started or threatened against it for its dissolution (*ontbinding*), liquidation (*vereffening*), legal merger (*fusie*) or legal demerger (*juridische splitsing*) or for its conversion (*conversie*) into a foreign legal entity; or

- (f) the CBC has taken any corporate action or any steps have been taken or legal proceedings have been instituted or threatened against it for its bankruptcy or for being granted a suspension of payments, or for becoming subject to any analogous insolvency proceedings under any applicable law or its assets are placed under administration (*onder bewind gesteld*) pursuant to such procedures; or
- (g) the CBC 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 (*buitengerechtigd akkoord*) for the benefit of its creditors; or
- (h) at any time it becomes unlawful for the CBC to perform any or all of its obligations hereunder or under any other Transaction Document to which it is a party in any material respect; or
- (i) a creditor of the CBC attaches, or takes possession of, all or any parts of the undertakings, assets, rights or revenues of the CBC and the same is not released or discharged within thirty (30) calendar days.

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

6.3 Upon the occurrence of a Security Trustee Pledge Notification Event, unless the Security Trustee after having received Rating Agency Confirmation, instructs the CBC otherwise:

- (i) the CBC or, at the Security Trustee's option, the Security Trustee shall notify or ensure that the relevant Borrowers and any other relevant parties indicated by the CBC and/or the Security Trustee are forthwith notified of (a) the assignment of the Mortgage Receivables and the Beneficiary Rights relating thereto to the extent that such assignment has not already been notified pursuant to Clause 3 of the Guarantee Support Agreement and (b) the right of pledge of the Mortgage Receivables and the Beneficiary Rights relating thereto, in accordance with the form of the notification letter attached hereto as **Schedule 2**;

- (ii) the CBC, or at the Security Trustee's option, the Security Trustee shall forthwith notify the relevant Life Insurance Companies and any other relevant party indicated by the Security Trustee of (i) the assignment of the Beneficiary Rights to the extent that such assignment has not already been notified pursuant to Clause 3 of the Guarantee Support Agreement and (ii) the right of pledge on the Beneficiary Rights, in accordance with the form of letter to the Life Insurance Companies attached hereto as **Schedule 1**; and
- (iii) the CBC shall, if so requested by the Security Trustee, forthwith make the appropriate entries in the relevant mortgage registers with regard to the right of pledge on the Mortgage Receivables or, at its option, the Security Trustee shall be entitled to make such entries itself, for which entries the CBC herewith grants an irrevocable power of attorney to the Security Trustee.

6.4 All costs relating to the notifications and entries referred to in Clause 6.3 (i) and (ii) will be for the account of the CBC and all costs relating to the entries referred to in Clause 6.3 (iii) will be for the account of the Security Trustee.

7. **AUTHORITY TO COLLECT**

- 7.1 The Security Trustee is authorised to collect the Mortgage Receivables and the Beneficiary Rights relating thereto and to exercise fully all rights which the CBC has thereunder vis-à-vis the relevant Borrowers, the Life Insurance Companies and any third parties, provided, however, that no such right to collect a Mortgage Receivable and the Beneficiary Right relating thereto, may be exercised by the Security Trustee until notification of the right of pledge on such Mortgage Receivables and the Beneficiary Rights relating thereto to the relevant Borrowers and Life Insurance Companies has taken place.
- 7.2 If, after notification of the right of pledge on (a) a Mortgage Receivable to the relevant Borrower or (b) a Beneficiary Right to the relevant Life Insurance Company, the payment of any amount under such Mortgage Receivable or, as the case may be, such Beneficiary Right is made to the CBC and not to the Security Trustee, the CBC shall be obliged to transfer forthwith to the Security Trustee an amount equal to the amount so paid, without prejudice to the rights of the Security Trustee against the person who made the payments. If, after notification of the right of pledge on (a)

a Mortgage Receivable to the relevant Borrower or (b) a Beneficiary Right to the relevant Life Insurance Company, the payment of any amount under a Mortgage Receivable or, as the case may be, such Beneficiary Right is made to the CBC, it shall for the purpose hereof be deemed as if made to the CBC as agent for the Security Trustee and the CBC shall pay such amount to the Security Trustee.

- 7.3 After notification of the rights of pledge on (a) a Mortgage Receivable to the relevant Borrower or (b) a Beneficiary Right to the relevant Life Insurance Company, the Security Trustee shall be entitled to enforce and recover the Mortgage Receivable or, as the case may be, such Beneficiary Right, by initiating legal proceedings and to enter into arrangements with the relevant Borrower or the relevant Life Insurance Company, either by means of settlement or otherwise. Should the Security Trustee wish to make use of its power to enter into any such arrangements with respect to (a) a Mortgage Receivable or (b) a Beneficiary Right, the Security Trustee is obliged to promptly notify the CBC.
- 7.4 The Security Trustee shall not be obliged to initiate legal proceedings or in any way be liable towards the CBC for not or not completely collecting or recovering or enforcing - for whatever reason - any Mortgage Receivables and the Beneficiary Rights relating thereto. Further, in the event that a Mortgage Receivable or a Beneficiary Right is not or not completely recovered or enforced for whatever reason, all reasonable (out of pocket) costs and expenses (but for the avoidance of doubt not including any amounts forming part of the Mortgage Receivable or the Beneficiary Right) incurred in connection therewith shall be for the account of the CBC.

8. 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 Mortgage Receivables and the Beneficiary Rights relating thereto in the manner as provided for 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 having any limited property rights (*beperkte rechten*) or having levied an attachment on or against all (or any part of) the Mortgage Receivables and the Beneficiary

Rights relating thereto of its intentions to sell (any part of) the Mortgage Receivables and the Beneficiary Rights relating thereto, nor is the Security Trustee required to make such communication when it has proceeded to sell all (or any part of) the Mortgage Receivables and the Beneficiary Rights relating thereto (as referred to in Article 3:249 and 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 Mortgage Receivables and the Beneficiary Rights relating thereto should be sold in a manner which differs from Article 3:250 of the Dutch Civil Code.

9. 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.

10. RELEASE OF PLEDGE

- 10.1 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 in any other circumstances, except as provided in Clause 10.2 hereof.
- 10.2 If and to the extent that any Transferor, or the Issuer on its behalf, requests reassignment of any of the Relevant Mortgage Receivables and such Mortgage Receivables and any Beneficiary Rights relating thereto shall be reassigned in accordance with the Guarantee Support Agreement or the CBC sells and assigns any of the Relevant Mortgage Receivables and any Beneficiary Rights relating thereto in accordance with Clauses 6 and 7 of the Asset Monitoring Agreement, the Security Trustee will be obliged to release the right of pledge created hereby on the Relevant Mortgage Receivables so repurchased by the relevant Transferor or, as the case may be, so sold and assigned by the CBC and any Beneficiary Rights relating to such Relevant Mortgage Receivables.
- 10.3 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, in

whole or in part, by means of termination (*opzegging*) or waiver (*afstand*), in whole or in part, as the Security Trustee may determine.

11. 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.

12. 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:

- (i) for perfecting, preserving or protecting the security created hereunder or the priority thereof; and
- (ii) for facilitating the collection, recovery and enforcement of the Mortgage Receivables and the Beneficiary Rights relating thereto or the exercise of any rights vested in the Security Trustee.

13. POWER OF ATTORNEY

13.1 The CBC hereby irrevocably appoints the Security Trustee and every delegate of the Security Trustee severally to be its attorney (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 think fit:

- (i) 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 Mortgage Receivables and the Beneficiary Rights relating thereto under the relevant Deed of Sale, Assignment and Pledge; and
- (ii) generally to exercise all or any of the rights conferred on the Security Trustee in relation to the Mortgage Receivables and the

Beneficiary Rights relating thereto or under or in connection with this Agreement.

- 13.2 The CBC covenants 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 13.1 hereof.

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 (*dwalig*).

15. PROTECTION OF PERSONAL DATA

- 15.1 The parties hereto agree, in connection with the Implementation Act GDPR and the General Data Protection Regulation, that each Escrow List of Loans will be deposited until the occurrence of a Security Trustee Pledge Notification Event with a civil law notary appointed by the parties to the Guarantee Support Agreement and that the Lists of Mortgage Loans will not include (a) the name and address of the Borrower and (b) the address of the property encumbered with the Mortgage, if different from (a). The civil law notary shall only be obliged to release any Escrow List of Loans including the personal data upon the occurrence of a Notification Event.
- 15.2 Each of the parties to this Agreement will use all reasonable endeavours to ensure that the arrangements contemplated by this Agreement shall not conflict with the provisions of any applicable data protection act or regulation, such as the Implementation Act GDPR and the General Data Protection Regulation.
- 15.3 In case a Borrower makes use of his right to request access to personal data in accordance with article 15 of the General Data Protection Regulation in connection with the relevant Mortgage Receivable, each of

the parties to this Agreement will use all reasonable endeavours to ensure that the relevant controller or processor can comply with such request.

- 15.4 If at any time this Agreement or any other Transaction Document entered into by and of the parties to this Agreement and the arrangements laid down herein and therein need to be modified as a result of the General Data Protection Regulation, the Implementation Act GDPR or any other applicable data protection act or regulation, the parties hereto will cooperate with and agree to any such modifications in order to enable each of the parties to this Agreement to comply with any requirements which apply to it under the General Data Protection Regulation, the Implementation Act GDPR or such other applicable data protection act or regulation.

16. GOVERNING LAW AND JURISDICTION

- 16.1 This Agreement, including Clause 16.2 hereof, 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.
- 16.2 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.

THIS AGREEMENT HAS BEEN AMENDED AND RESTATED BY THE PARTIES HERETO PURSUANT TO THE DEED OF AMENDMENT DATED 9 OCTOBER 2020 AND WHICH DEED OF AMENDMENT HAS BEEN SIGNED BY THE PARTIES HERETO.

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

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

SCHEDULE 1

LETTER TO LIFE INSURANCE COMPANY

[please consider legal assistance before sending this notification letter]

[Letterhead of Van Lanschot Conditional Pass-Through Covered Bond Company
2 B.V.]

To: *[insert name Life Insurance Company]*

Date: [...]

The undersigned, Van Lanschot Conditional Pass-Through Covered Bond Company 2 B.V., established in Amsterdam, the Netherlands, hereby notifies *[insert name life insurance company]* that [pursuant to the guarantee support agreement dated 16 July 2019 (the "**Guarantee Support Agreement**") between, *inter alia*, the undersigned and Van Lanschot Kempen Wealth Management N.V., the Beneficiary Rights as set out in the Annex hereto have been assigned to the undersigned and that pursuant to the security trustee receivables pledge agreement dated 16 July 2019 (the "**Security Trustee Receivables Pledge Agreement**"), between the undersigned and Stichting Security Trustee Van Lanschot Conditional Pass-Through Covered Bond Company 2 (the "**Security Trustee**"), the Beneficiary Rights as set out in the Annex hereto have been pledged to the Security Trustee.

[instructions about further payments]

**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 : [...]

SCHEDULE 2**FORM OF NOTIFICATION LETTER**

[please consider legal assistance before sending this notification letter]

[Letterhead of Van Lanschot Conditional Pass-Through Covered Bond Company
2 B.V.]

**AANGETEKEND MET BERICHT
VAN ONTVANGST**

Aan: Personen met een aan Stichting
Security Trustee Van Lanschot
Conditional Pass-Through Covered
Bond Company 2 verpande
hypothecaire vordering

Geachte heer, mevrouw,

Mede namens Stichting Security Trustee Van Lanschot Conditional Pass-Through Covered Bond Company 2 gevestigd te Amsterdam, en Van Lanschot Kempen Wealth Management N.V. vragen wij uw aandacht voor het volgende.

[Van Lanschot Kempen Wealth Management N.V.] heeft u in het verleden een krediet verstrekt [beschrijving krediet (de "**hypothecaire lening**")]. Tot zekerheid voor terugbetaling van deze hypothecaire lening en voor al hetgeen [Van Lanschot Kempen Wealth Management N.V.] te eniger tijd uit welken hoofde dan ook van u te vorderen heeft of zal krijgen, is ten gunste van [Van Lanschot Kempen Wealth Management N.V.] een hypotheek gevestigd op het betreffende [onroerende zaak/ erfpachtrecht/ appartementsrecht]. Daarnaast is een pandrecht gevestigd op roerende zaken en vorderingen zoals vermeld in de hypotheekakten en/of de toepasselijke algemene voorwaarden.

Hierbij doet Van Lanschot Conditional Pass-Through Covered Bond Company 2 B.V. u mededeling dat zij de vordering van [Van Lanschot Kempen Wealth Management N.V.] op u uit hoofde van de hypothecaire lening heeft gekocht en bij akte van [...] geleverd heeft gekregen van [Van Lanschot Kempen Wealth Management N.V.]

Daarnaast doet Van Lanschot Conditional Pass-Through Covered Bond Company 2 B.V. u de mededeling dat zij de vordering op u uit hoofde van de hypothecaire lening heeft verpand aan Stichting Security Trustee Van Lanschot Conditional Pass-Through Covered Bond Company 2 ingevolge de akte van [...]. Die verpanding heeft voor u in principe geen consequenties. [De administratie en boekhouding met betrekking tot uw hypothecaire geldlening wordt [nog steeds gevoerd door of namens [Van Lanschot Kempen Wealth Management N.V.] / voortaan gevoerd door []]. Wel dient u vanaf heden uw rente- en/of aflossingsbetalingen te voldoen op de rekening van Stichting Security Trustee Van Lanschot Conditional Pass-Through Covered Bond Company 2 met nummer [...].

Het is na heden niet meer mogelijk rechtsgeldig te betalen aan [Van Lanschot Kempen Wealth Management N.V.] Dit betekent dat na heden eventuele aan [Van Lanschot Kempen Wealth Management N.V.] gedane betalingen niet in mindering worden gebracht op uw schuld uit hoofde van de hypothecaire lening en u genoodzaakt zult zijn opnieuw te betalen aan Stichting Security Trustee Van Lanschot Conditional Pass-Through Covered Bond Company 2.

[In case of a Mortgage Loan to which a Life Insurance Policy is connected insert the following wording:

Teneinde te bewerkstelligen dat een eventuele uitkering uit hoofde van de aan de hypothecaire lening verbonden verzekering niet langer ten goede komt van [Van Lanschot Kempen Wealth Management N.V.], maar van Stichting Security Trustee Van Lanschot Conditional Pass-Through Covered Bond Company 2 vragen wij uw aandacht voor het volgende:]

In de hypotheekakte en/of de verzekeringspolis [ten tijde van de contractsoverneming] is [Van Lanschot Kempen Wealth Management N.V.] aangewezen als eerste begunstigde onder de [voornoemde] levensverzekering.

[Van Lanschot Kempen Wealth Management N.V.] heeft inmiddels afstand gedaan van haar rechten als begunstigde. Daarna heeft Van Lanschot Stichting Security Trustee Van Lanschot Conditional Pass-Through Covered Bond Company 2 als nieuwe eerste begunstigde aangewezen. Deze aanwijzing is door Stichting Security Trustee Van Lanschot Conditional Pass-Through Covered Bond Company 2 aanvaard.

Voorzover vereist, doet [Van Lanschot Kempen Wealth Management N.V.] hierbij afstand van haar rechten als begunstigde. Zonder omgaand tegenbericht

uwerzijds gaan wij ervan uit dat vanaf heden Stichting Security Trustee Van Lanschot Conditional Pass-Through Covered Bond Company 2 begunstigde zal zijn voor de uitkering van de aan uw hypothecaire geldlening verbonden levensverzekering.

[[*Insert name Life Insurance Company*] zal hierover geïnformeerd worden en zal worden verzocht de wijziging en de aanvaarding van de begunstiging op de verzekeringspolis of op een daarbij behorend aanhangsel te plaatsen. Wij vertrouwen erop dat u, behoudens omgaand tegenbericht, akkoord gaat met deze wijziging.]

[In case of a "partnerconstructie" insert the following wording:

Voorzover door [partner/begunstigde(n)] in het verleden aan [*insert name Life Insurance Company*] last en volmacht is verleend de uitkering onder de aan de hypothecaire geldlening verbonden verzekering aan [Van Lanschot Kempen Wealth Management N.V.] te voldoen vertrouwen wij [partner/begunstigde(n)] behoudens omgaand tegenbericht akkoord met een wijziging van die last en volmacht, inhoudende dat [*insert name Life Insurance Company*] vanaf heden last en volmacht heeft genoemde uitkering aan Stichting Security Trustee Van Lanschot Conditional Pass-Through Covered Bond Company 2 te voldoen. [*insert name Life Insurance Company*] zal hierover worden geïnformeerd en zal worden verzocht akkoord te gaan met de wijziging van de last en volmacht.]

In verband met de aan Van Lanschot Conditional Pass-Through Covered Bond Company 2 B.V. overgedragen vordering worden de door u verstrekte gegevens opgenomen in een door Stichting Security Trustee Van Lanschot Conditional Pass-Through Covered Bond Company 2 en Van Lanschot Conditional Pass-Through Covered Bond Company 2 B.V., beiden gevestigd te Amsterdam, gevoerde registratie. Op deze registratie is de Uitvoeringswet Algemene verordening gegevensbescherming en de Algemene EU verordening gegevensbescherming van toepassing. Bijgaand de bijbehorende privacy verklaring.

Eventuele andere vorderingen van [Van Lanschot Kempen Wealth Management N.V.] op u zijn niet aan Stichting Security Trustee Van Lanschot Conditional Pass-Through Covered Bond Company 2 verpand. Op deze andere vorderingen betrekking hebbende rente- en/of aflossingsbetalingen blijven derhalve aan Van Lanschot Kempen Wealth Management N.V. verschuldigd.

Met vriendelijke groet,

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

by : [...]

title :

Annex to form of Notification Letter

[please seek legal advice before publishing this privacy statement]

PRIVACY VERKLARING

Als gevolg van de overdracht aan Van Lanschot Conditional Pass-Through Covered Bond Company 2 B.V. (hierna "**CBC**") [en vervolgens verpanding aan Stichting Security Trustee Van Lanschot Conditional Pass-Through Covered Bond Company 2 (hierna "**Security Trustee**")] van de vordering van Van Lanschot Kempen Wealth Management N.V. op u uit hoofde van uw hypothecaire lening, worden uw persoonsgegevens in verband met deze lening ook aan [CBC/Security Trustee] overgedragen.

In overeenstemming met de Algemene Verordening Gegevens bescherming ("**AVG**") informeert [CBC/Security Trustee] u hierbij over het gebruik van die persoonsgegevens door [CBC/Security Trustee]. Overdracht van uw persoonsgegevens heeft voor u geen wezenlijke inhoudelijke consequenties. [Verder zal de administratie en boekhouding met betrekking tot uw hypothecaire lening vanaf heden onverminderd worden gevoerd door Van Lanschot Kempen Wealth Management N.V.]

Verantwoordelijkheid, verwerking en doeleinden

Als gevolg van de bovengenoemde overdracht berust de verantwoordelijkheid voor de verwerking van uw persoonsgegevens bij Van Lanschot Kempen Wealth Management N.V. en [CBC/Security Trustee] gezamenlijk. Van Lanschot Kempen Wealth Management N.V./CBC/Security Trustee zijn gevestigd op de volgende adressen: _____.

De administratie van uw lening en hypotheek, het innen en factureren van de vordering en communicatie met u zullen echter geheel worden verricht door Van Lanschot Kempen Wealth Management N.V.. Van Lanschot Kempen Wealth Management N.V. verwerkt in dat kader uw naam, adres, overige contactgegevens, details van de lening en hypotheek, informatie over betalingen, eventuele correspondentie en overige communicatie.

Grondslag

De grondslag voor het verwerken van uw persoonsgegevens is de uitvoering van uw hypothecaire leningsovereenkomst en de gerechtvaardigde belangen van Van Lanschot Kempen Wealth Management N.V. en van CBC/Security Trustee. Tevens is verwerking van uw persoonsgegevens nodig om te voldoen aan

wettelijke verplichtingen zoals de verplichting uw gegevens gedurende een bepaalde wettelijke termijn te bewaren.

Derden

CBC/Security Trustee zullen uw gegevens niet aan derden vertrekken, behalve:

- (a) met uw voorafgaande toestemming;
- (b) aan dienstverleners, zoals accountants of incassodiensten, ter uitvoering van de bovengenoemde doeleinden;
- (c) aan de bij de hypothecaire lening betrokken verzekeraars, voorzover dat ter uitvoering van de lening voorwaarden noodzakelijk;
- (d) in het geval van een wettelijke verplichting de gegevens te verstrekken; of
- (e) aan derden die voor Van Lanschot Kempen Wealth Management N.V. [en/of CBC/Security Trustee] als verwerker optreden in de zin van de AVG.

Indien Van Lanschot Kempen Wealth Management N.V. de bovengenoemde verwerkingshandelingen niet langer of niet langer voldoende voor CBC/Security Trustee kan uitvoeren, kunnen CBC/Security Trustee op basis van hun gerechtvaardigde belangen besluiten deze uit te besteden aan een derde dienstverlener die in plaats van Van Lanschot Kempen Wealth Management N.V. zal optreden. Uiteraard zullen zij u daarvan in dat geval vooraf op de hoogte stellen.

Doorgifte aan ontvangers buiten de Europese Economische Ruimte

[Indien en voorzover van toepassing: Van Lanschot Kempen Wealth Management N.V. maakt bij de uitvoering van haar werkzaamheden gebruik van verwerkers en sub-verwerkers in landen buiten de Europese Economische Ruimte in welke landen mogelijk niet hetzelfde niveau van bescherming van persoonsgegevens wordt geboden als het geval is onder de AVG. Van Lanschot Kempen Wealth Management N.V. heeft met deze partijen derhalve verwerkersovereenkomsten gesloten die door de Europese Commissie goedgekeurde standaardcontractbepalingen bevatten zodat uw persoonsgegevens

niettemin voldoende worden beschermd. Een kopie van de overeenkomsten kunt u opvragen door [een e-mail te sturen aan het hieronder vermelde e-mailadres].]

Bewaartermijn

Uw persoonsgegevens zullen niet langer worden bewaard dan noodzakelijk voor de bovengenoemde doeleinden. Dat betekent dat zij worden bewaard zolang de vordering uit hoofde van uw hypothecaire vordering voortduurt en gedurende twee jaar daarna, tenzij langer bewaren nodig is om te voldoen aan wettelijke verplichtingen.

Rechten

U heeft het recht om inzage in uw gegevens te verzoeken en te verzoeken om uw gegevens te corrigeren, te verwijderen of te blokkeren. Ook kunt u verzoeken de verwerking van uw gegevens te beperken en kunt u een machine leesbare sub-set van uw data opvragen om deze elders te kunnen opslaan.

U heeft ook het recht in verband met uw persoonlijke omstandigheden bezwaar te maken tegen de verwerking van uw gegevens voorzover deze berusten op het gerechtvaardigde belang van de verantwoordelijken.

U kunt op ieder moment een klacht indienen over de verwerking van uw persoonsgegevens bij de Autoriteit Persoonsgegevens.

Contact

Indien u de bovenstaande rechten wenst uit te oefenen, of indien u vragen heeft, kunt u contact op nemen met [*emailadres*].