

**ASSET MONITORING AGREEMENT**

dated 9 March 2022

between

**VAN LANSCHOT KEMPEN N.V.**

as Issuer

and

**INTERTRUST ADMINISTRATIVE SERVICES B.V.**

as Administrator

and

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

as CBC

and

**STICHTING SECURITY TRUSTEE VAN LANSCHOT KEMPEN SB**

**COVERED BOND COMPANY**

as Security Trustee

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**Schedule 1:** Asset Cover Test

**Schedule 2:** Amortisation Test

**THIS ASSET MONITORING AGREEMENT** is dated 9 March 2022 and made between:

1. **VAN LANSCHOT KEMPEN N.V.**, a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands and established in 's-Hertogenbosch, the Netherlands and registered with the Netherlands Chamber of Commerce under number 16038212;
2. **INTERTRUST ADMINISTRATIVE SERVICES 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 33210270;
3. **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; and
4. **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 establishment of the Programme it is required that the CBC issues the Guarantee. In order to enable the CBC to pay the Guaranteed Amounts, sufficient Eligible Assets need to be held by the CBC;
- C. an Asset Cover Test, an Amortisation Test and a Mandatory Liquidity Test will be carried out also for the benefit of the Security Trustee, to monitor certain of the CBC's assets from time to time. The Administrator will provide the CBC Services to the CBC which include, amongst other things, certain calculations in relation to the Asset Cover Test, the Amortisation

Test and the Mandatory Liquidity Test. Pursuant to the Administration Agreement, the Administrator will calculate the Mandatory Liquidity Test;

- D. the Asset Monitor will be appointed to carry out various agreed upon procedures and notification duties in relation to such calculations subject to and in accordance with the terms of the Asset Monitor Appointment Agreement.

**IT IS AGREED** as follows:

## **1 INTERPRETATION**

- 1.1 In this Agreement (including its recitals), except in 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 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.
- 1.2 The expression "**Agreement**" shall herein mean this Asset Monitoring Agreement including the Schedules hereto.
- 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 Asset Monitor or the CBC by virtue of the provisions thereof.

## 2 APPOINTMENT OF THE ASSET MONITOR

- 2.1 The CBC has appointed PricewaterhouseCoopers Accountants N.V. as Asset Monitor on the Programme Date pursuant to the Asset Monitor Appointment Agreement. If another person will be appointed as Asset Monitor, such appointment shall be subject to and substantially under the same terms of the current Asset Monitor Appointment Agreement.

## 3 ASSET COVER TEST

- 3.1 The CBC shall use reasonable efforts to procure that as at the end of each calendar month for so long as the Covered Bonds remain outstanding, provided that no Notice to Pay, Issuer Acceleration Notice or CBC Acceleration Notice has been served:

- (i) the Adjusted Aggregate Asset Amount (as defined in **Schedule 1**) will be an amount at least equal to the aggregate Principal Amount Outstanding of the Covered Bonds at the end of such calendar month (or with respect to item B as defined in Schedule 1, up to the date specified in such item B) all as calculated on the immediately succeeding Calculation Date;
- (ii) the First Regulatory Current Balance Amount will be at least equal to 105 per cent. (or such other percentage as may be required from time to time under the CB Regulations) of the aggregate Principal Amount Outstanding of the Covered Bonds at the end of such calendar month (or with respect to item B as defined in Schedule 1, up to the date specified in item B) all as calculated on the immediately succeeding Calculation Date; and
- (iii) the Second Regulatory Current Balance Amount will be at least equal to 100 per cent., or such other percentage as may be required from time to time under the CB Regulations, of the aggregate Principal Amount Outstanding of the Covered Bonds at the end of such calendar month (or with respect to item B of the Asset Cover Test, up to the date specified in item B) all as calculated on the immediately succeeding Calculation Date,

(items (i) up to and including (iii) the "**Asset Cover Test**"), all in accordance with **Schedule 1** hereto.

- 3.2 Save where otherwise agreed with any Rating Agency, the Asset Percentage will be adjusted in accordance with the various methodologies prescribed by any Rating Agency or will otherwise be in compliance with the relevant methodologies agreed with any Rating Agency from time to time with a view to maintain the rating of the highest rated Series of Covered Bonds. Any adjustment of the Asset Percentage will appear from the relevant Investor Report as the new Asset Percentage as determined in accordance with this Clause. If more than one Rating Agency assigns ratings to the Covered Bonds under the Programme, then in the event the Asset Percentages (as computed in response to the relevant Rating Agency calculations) prior to any Calculation Date differ, the CBC (or the Administrator on its behalf) shall on such Calculation Date apply the lowest Asset Percentage. Prior to the date on which a relevant Rating Agency has provided the CBC (or the Administrator on its behalf) with a new Asset Percentage, the CBC (or the Administrator on its behalf) will be entitled to rely on the previously provided Asset Percentage. The Asset Percentage will be included in the Investor Report.
- 3.3 If at the end of a calendar month (or with respect to item B of the Asset Cover Test, up to the date specified in item B) the Asset Cover Test is not met as calculated and determined on the immediately succeeding Calculation Date, then (i) the Administrator shall immediately notify the CBC thereof and (ii) the CBC (or the Administrator on its behalf) shall immediately notify the Security Trustee and the Issuer thereof in writing and (iii) the CBC shall request the Issuer to undertake its best efforts to transfer or to procure transfer of sufficient further Eligible Assets to the CBC in accordance with the Guarantee Support Agreement to ensure that the Asset Cover Test is met at the end of the next succeeding calendar month, and if the Asset Cover Test is not met at the end of such next succeeding calendar month as calculated on the immediately succeeding Calculation Date (such failure to remedy the Asset Cover Test as calculated on the next succeeding Calculation Date being a "**Breach of Asset Cover Test**"), it will entitle the Security Trustee to serve a Breach of Asset Cover Test Notice on the Issuer and the CBC. The occurrence of a Breach of Asset Cover Test on a Calculation Date will prevent the Issuer from issuing any further Series after such Calculation Date, until remedied. Upon receipt of such Breach of Asset Cover Test Notice the Issuer will (continue to) use its best efforts to transfer or procure the transfer of sufficient Eligible Assets to the CBC, either directly or indirectly by it. A Breach of Asset Cover Test may be remedied and after being remedied the Issuer may issue new Series subject to the other applicable conditions being met.

- 3.4 The CBC (or the Administrator on its behalf) will value any Transferred Collateral other than cash on a monthly basis on their mark-to-market value.

#### **4 AMORTISATION TEST**

- 4.1 The CBC shall use reasonable efforts to procure that for so long as the Covered Bonds remain outstanding, as at the end of each calendar month following service of a Notice to Pay (but prior to service of a CBC Acceleration Notice), the Amortisation Test Aggregate Asset Amount (as defined in **Schedule 2** hereto) will be an amount at least equal to the aggregate Principal Amount Outstanding of the Covered Bonds as at the end of such calendar month (or with respect to item B of the Amortisation Test, up to the date specified in item B), all as calculated on the immediately succeeding Calculation Date (the "**Amortisation Test**").
- 4.2 The CBC (or the Administrator on its behalf) shall, on each Calculation Date following the service of a Notice to Pay, conduct the Amortisation Test.
- 4.3 If on any Calculation Date following the service of a Notice to Pay the Amortisation Test is not met per the end of the previous calendar month, then that shall constitute a breach of the Amortisation Test and the CBC (or the Administrator on its behalf) shall immediately notify the Security Trustee thereof in writing, and the Security Trustee shall be entitled to serve a CBC Acceleration Notice under the Terms and Conditions.

#### **5 SALE OR REFINANCING OF SELECTED TRANSFERRED ASSETS**

- 5.1 The CBC shall, but does not have an obligation to do so vis-à-vis the Issuer and the Transferor, sell or refinance Selected Mortgage Receivables following the service of a Notice to Pay on the CBC and an Issuer Acceleration Notice on the Issuer, but prior to the service of a CBC Acceleration Notice, if on any date the relevant Series that has the earliest Maturity Date as specified in the applicable Final Terms (ignoring any acceleration of amounts due under the Covered Bonds prior to the occurrence of a CBC Event of Default) (the "**Earliest Maturing Covered Bonds**") have an Extended Due for Payment Date which falls within twelve (12) months, or such other date as the Security Trustee may approve, of such date.

- 5.2 The CBC (or the Administrator on its behalf) shall sell all Transferred Assets that consist of Substitution Assets as quickly as reasonably practicable, subject to the pre-emption rights enjoyed by the Transferor pursuant to the Guarantee Support Agreement following service of an Issuer Acceleration Notice and a Notice to Pay.
- 5.3 In respect of the sale or refinancing of Selected Mortgage Receivables pursuant to Clause 6.1, in addition to offering Selected Mortgage Receivables for sale to purchasers in respect of the Earliest Maturing Covered Bonds, the CBC (subject to the rights of pre-emption enjoyed by the Transferor pursuant to the Guarantee Support Agreement) is permitted to sell a portfolio of Selected Mortgage Receivables in respect of other Series and the CBC shall be required to do so if the Extended Due for Payment Date falls within twelve (12) months (or such other later date as the Security Trustee may approve) of such date.

## **6 METHOD OF SALE OF SELECTED MORTGAGE RECEIVABLES**

- 6.1 This Clause 6 shall apply if the CBC is required to sell or refinance Selected Mortgage Receivables in accordance with Clause 5 and is at all times subject to Clause 9 of the Guarantee Support Agreement, but the CBC does not have an obligation to do so vis-à-vis the Issuer and the Transferor. The CBC shall ensure that (i) the Selected Mortgage Receivables will be selected on a random basis and (ii) the proceeds of the sale or refinancing of the Selected Mortgage Receivables will be at least equal to the Adjusted Required Redemption Amount as reduced by or increased with, as the case may be, any swap termination payment due by the CBC to the relevant Swap Counterparty, or by the relevant Swap Counterparty to the CBC, in connection with the termination of the Swap Agreement related to the relevant Series or a relevant part thereof or, in case of Clause 6.5, such lower amount as may be available).
- 6.2 Subject to Clause 6.3, the CBC will offer the Selected Mortgage Receivables for sale to any third party or third parties or the Transferor for the best terms reasonably available at that time considering the then current market circumstances, but in any event for an amount not less than the Adjusted Required Redemption Amount (as reduced by or increased with, as the case may be, any swap termination payment due by the CBC to the relevant Swap Counterparty, or by the relevant Swap Counterparty to the CBC, in connection with the termination of the Swap Agreement related to the relevant Series or a relevant part thereof (if any)).



- 6.3 If, on the date falling six (6) months before the first Extended Due for Payment Date of any Series outstanding, the Selected Mortgage Receivables have not been sold or refinanced (in whole or in part) for an amount equal to the Adjusted Required Redemption Amount as reduced by or increased with, as the case may be, any swap termination payment due by the CBC to the relevant Swap Counterparty, or by the relevant Swap Counterparty to the CBC, in connection with the termination of the Swap Agreement related to the relevant Series or a relevant part thereof (if any)), then the CBC will (i) offer the Selected Mortgage Receivables for sale for the best terms reasonably available at that time considering the then current market circumstances, including but not limited to the best price reasonably available, or (ii) seek to refinance the Selected Mortgage Receivables on the best terms reasonably available, both (i) and (ii) subject to the consent of the Security Trustee, notwithstanding that such amount may be less than the Adjusted Required Redemption Amount.
- 6.4 If the CBC intends to sell Selected Mortgage Receivables to a third party, subject to Clause 6.2 of this Agreement and Clause 9.1 and 9.2 of the Guarantee Support Agreement, it may appoint a portfolio manager to arrange the sale of such portfolio on behalf of the CBC (each a "**Portfolio Manager**"). The CBC may pay to the Portfolio Manager a success fee, which may consist of a percentage of the portfolio as agreed between the CBC and the Portfolio Manager, which shall only be payable upon sale or refinancing of such portfolio and shall be deducted from the proceeds. The CBC will through a tender process appoint the Portfolio Manager of recognised standing on a basis intended to incentivise the portfolio manager to achieve the best price or term for the sale or refinancing of the Selected Mortgage Receivables (if such terms are commercially available in the market), to advise the CBC in relation to the sale or refinancing of the Selected Mortgage Receivables to any third party or the Transferor. The terms of the agreement giving effect to the appointment in accordance with such tender shall be approved by the Security Trustee. In respect of any sale or refinancing of Selected Mortgage Receivables pursuant to Clause 6.1, the CBC will instruct the Portfolio Manager to use all best efforts to procure that Selected Mortgage Receivables are sold or refinanced as quickly as reasonably practicable (in accordance with the recommendations of the portfolio manager) taking into account the market conditions at that time and the scheduled repayment dates of the Covered Bonds and the terms and conditions of the Guarantee Support Agreement and this Agreement.

- 6.5 The CBC shall ensure that the third party purchasing or refinancing the Selected Mortgage Receivables shall on or before the date of such purchase or refinancing represent that it has not been granted a suspension of payments (*surseance van betaling verleend*), been subject to statutory proceedings for the restructuring of its debts (*akkoordprocedure*), been declared bankrupt (*failliet verklaard*) or become subject to analogous insolvency proceedings under applicable law or otherwise be limited in its right to dispose of its assets.
- 6.6 The terms of any sale and purchase agreement pursuant to this Clause 6.6 with respect to the sale of Selected Mortgage Receivables or the terms of any refinancing will be subject to the prior written approval of the Security Trustee and release by the Security Trustee of the Security in respect of the Selected Mortgage Receivables, such approval and release not to be unreasonably withheld.
- 6.7 If any third party or the Transferor accepts the offer or offers from the CBC, then the CBC will, subject to Clause 6.6, enter into a sale and purchase agreement with the relevant third party or the Transferor, which will require, amongst other things, a cash payment from the relevant third party or the Transferor. Any such sale or any refinancing may not include any representations and warranties from the CBC in respect of the Selected Mortgage Receivables, unless expressly agreed by the Security Trustee.
- 6.8 The CBC is permitted or required to sell or refinance a random part of any portfolio of Selected Mortgage Receivables ("**Partial Portfolio**"). The sale or refinancing of the Partial Portfolio (as a proportion of the Adjusted Required Redemption Amount) shall be at least equal to the proportion that the Partial Portfolio bears to the relevant portfolio of Selected Mortgage Receivables.

## 7 MANDATORY LIQUIDITY TEST

Subject to the Asset Monitoring Appointment Agreement, the Mandatory Liquidity Test shall be carried out in relation to a Calculation Date immediately preceding each anniversary of the Programme Date, as applicable. The Administrator shall timely notify the Asset Monitor of the timing of the determinations referred to in the Mandatory Liquidity Test.

## **8 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 (*dwaling*).

## **9 GOVERNING LAW AND JURISDICTION**

- 9.1 This Agreement, including Clause 9.2 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.
- 9.2 Any disputes arising out of or in connection with this Agreement including, without limitation, any 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 N.V.**

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

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by :  
title :

**INTERTRUST ADMINISTRATIVE SERVICES B.V.**

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by :  
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by :  
title :

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

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by :  
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by :  
title :

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

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by :  
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by :  
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**SCHEDULE 1**

**ASSET COVER TEST**

"Adjusted Aggregate Asset Amount" means  $A + B + C + D - Z$ .

"A" means the lower of:

- (a) the sum of all Adjusted Current Balances of all Mortgage Receivables. The "Adjusted Current Balance" of a Mortgage Receivable is the lower of:
  - (i) the Current Balance of such Mortgage Receivable minus  $\alpha$ ; and
  - (ii) the LTV Cut-Off Percentage of the Indexed Valuation relating to such Mortgage Receivable, minus  $\beta$ ; and
- (b) the Asset Percentage of the sum of the Current Balances minus  $\alpha$  of all Mortgage Receivables.

" $\alpha$ " means for each Mortgage Receivable the lower of its Current Balance and the sum of the following elements, to the extent applicable to it:

- (i) if it was in breach of the Mortgage Receivables Warranties as of the relevant Transfer Date: such amount as is necessary to reduce its Adjusted Current Balance or Current Balance, as the case may be, to zero;
- (ii) if it is three (3) months or more in arrears or it is a Defaulted Receivable: such amount as is necessary to reduce its Adjusted Current Balance or Current Balance, as the case may be, to zero;
- (iii) if the related Mortgage Loan (or a relevant loan part thereof) has a fixed interest rate or a floating interest rate which is lower than the Minimum Mortgage Interest Rate, an amount equal to the Minimum Mortgage Interest Rate Reduction;
- (iv) if the Long-Term Issuer Credit Rating of the Issuer from S&P falls below 'BBB', an additional amount in connection with the possible set-off risk pertaining to deposits maintained by Borrowers with the Issuer for mortgage loans issued by the Issuer being equal to (i) the amount deposited with the Issuer by the relevant Borrower minus any amounts which are guaranteed under the Deposit Guarantee Scheme from time to time or (ii) such lower amount as long as this will not adversely affect the rating of any Series;
- (v) if it corresponds to a Construction Deposit: the amount of the Construction Deposit;
- (vi) if the Transferor has an Other Claim (excluding, for the avoidance of doubt, a Further Advance): an amount equal to the Deductible Other

Claim;

- (vii) if it is a Long-Term Mortgage Loan: an amount equal to the outcome of (i) the Current Balance of such Long-Term Mortgage Loan multiplied by (ii) the Excess Long-Term Mortgage Loans Ratio, provided that the outcome shall not be lower than zero.

**"Deductible Other Claim"** means, in respect of a Mortgage Receivable, zero, in case the sum of the outstanding balance of the Other Claim and Outstanding Principal Amount of such Mortgage Receivable is lower than the Indexed Valuation of the Mortgaged Asset times (1- MVD Assumption) and in all other cases, an amount equal to the lower of (i) the amount by which the sum of the outstanding balance of the Other Claim and the Outstanding Principal Amount of such Mortgage Receivable exceeds the Indexed Valuation of the Mortgaged Asset times (1- MVD Assumption) or (ii) the lower of (a) the outstanding balance of the Other Claim and (b) the Outstanding Principal Amount of such Mortgage Receivable.

**"Excess Long-Term Mortgage Loans Ratio"** means a ratio equal to (i) the aggregate Current Balance of the Long-Term Mortgage Loans that exceeds 5.0 per cent. of the aggregate Current Balance of the Mortgage Loans, divided by (ii) the aggregate Current Balance of the Long-Term Mortgage Loans.

**"Minimum Mortgage Interest Rate"** means the minimum mortgage interest rate of 0.95 per cent. which the Transferor and/or the Servicer will offer to the relevant Borrowers in respect of Mortgage Loans for the next succeeding interest rate period (*rentevastperiode*) which rate may be amended by the CBC and the Issuer, subject to Rating Agency Confirmation and with the consent of the Security Trustee, subject to the Mortgage Conditions and to applicable law (including, without limitation, principles of reasonableness and fairness).

**"Minimum Mortgage Interest Rate Reduction"** means in relation to a Mortgage Receivable, an amount equal to the product of (i) the difference between the Minimum Mortgage Interest Rate and the actual interest rate of such Mortgage Loan (or the relevant loan part thereof); and (ii) the Current Balance of such Mortgage Loan (or the relevant loan part thereof); and (iii) the remaining (fixed) interest period in years for such fixed or floating interest rate (unless such period is less than five (5) years, in which case such period is set to five (5) years or, if the maturity date of such Mortgage Loan is earlier, the maturity date) (rounded if necessary to the first decimal, with 0.05 being rounded upwards).

**"MVD Assumption"** means the most conservative market value decline assumption as applied by S&P in order to achieve a rating (i) of 'AAA' in relation

to the first issue of Covered Bonds or (ii) in relation to any subsequent issue of Covered Bonds, equal to the current rating assigned to the outstanding Series of Covered Bonds.

"**β**" means for each Mortgage Receivable the lower of (i) the LTV Cut-Off Percentage of its Indexed Valuation and (ii)  $\alpha$  minus L.

"**L**" means for each Mortgage Receivable its Current Balance minus the LTV Cut-Off Percentage of its Indexed Valuation provided that if the result is negative, L shall be zero and if the result exceeds  $\alpha$ , L shall equal  $\alpha$ .

"**Asset Percentage**" means 87 per cent. or such other percentage figure as is determined from time to time in accordance with the Asset Monitoring Agreement as described above.

"**Current Balance**" means in relation to an Eligible Receivable at any date, the aggregate (without double counting) of the Outstanding Principal Amount and Accrued Interest (unless it concerns calculations for either the Asset Cover Test or the Amortisation Test Aggregate Asset Amount, in which case Accrued Interest will not be included) as at that date.

"**LTV Cut-Off Percentage**" means 80 per cent. for all Mortgage Receivables or such other percentage as may be notified to the Rating Agency from time to time in respect of the relevant Mortgage Receivables, or such lower percentage as is (a) required from time to time for Covered Bonds to qualify as 'covered bonds' as defined in Article 129 CRR or (b) otherwise determined from time to time in accordance with the Asset Monitoring Agreement.

"**B**" means the aggregate amount of all Principal Receipts on the Mortgage Receivables up to the end of the immediately preceding calendar month which have not been applied in accordance with the Trust Deed.

"**C**" means the aggregate amount of (i) all Transferred Collateral in cash which has not been applied in accordance with the Trust Deed and (ii) the amounts standing to the credit of the Reserve Account.

"**D**" means the aggregate outstanding principal balance of all Transferred Collateral in Substitution Assets and accrued interest thereon, which has not been applied in accordance with the Trust Deed. Substitution Assets will be valued on a monthly basis and be taken into account for their mark-to-market value at a discount, based on a methodology proposed to the Rating Agency.

"Z" means an amount equal to the Interest Cover Required Amount.

"**Interest Cover Required Amount**" means on the date with respect to which the Asset Cover Test is calculated, the higher of zero and (i) U minus W on such date; or (ii) such lower amount as notified by the Issuer to the CBC as long as this will not adversely affect the rating of any Series; whereas:

"U" means the sum of the aggregate amount of interest payable in respect of all Series of Covered Bonds from the relevant date up to and including the relevant Maturity Date minus any amount of interest to be received under any Swap Agreement in connection with a Series of Covered Bonds and in the event floating rate interest has to be calculated, it is assumed that such rates remain at the same level as at the relevant Calculation Date preceding the relevant CBC Payment Date.

"W" means the Estimated Portfolio Interest Income multiplied by (1 minus the Swap Fraction) and minus any amount of interest to be paid under any Swap Agreement (other than any Portfolio Swap Agreement) in connection with a Series of Covered Bonds.

"**Estimated Portfolio Interest Income**" means on the date with respect to which the Asset Cover Test is determined (i.e. the end of each calendar month), the aggregate amount, as determined by the CBC (or the Administrator on its behalf) (and such estimation, absent manifest error, being final and binding), of future interest receipts on the Mortgage Receivables and future interest income derived from Substitution Assets on such date, and such estimation to be calculated as the sum of:

- (i) all Fixed Interest Loan Payment Amounts;
- (ii) all Variable Interest Loan Payment Amounts; and
- (iii) all Substitution Assets Payment Amounts.

"**Fixed Interest Loan Payment Amount**" means (as determined by the CBC (or the Administrator on its behalf) and such determination, absent manifest error, being final and binding), with respect to each outstanding Mortgage Receivable with a fixed interest rate, the product of (x) the expected weighted average life (expressed in years) of all Mortgage Receivables with a fixed interest rate; and (y) the weighted average interest rate (expressed as a percentage) of all Mortgage Receivables (where upon the interest reset date of such Mortgage Receivable the interest rate is assumed to be reset at the Assumed Mortgage Interest Rate); and (z) the aggregate Outstanding Principal Amount of such Mortgage Receivable.

"**Variable Interest Loan Payment Amount**" means (as determined by the CBC



(or the Administrator on its behalf) and such determination, absent manifest error, being final and binding), with respect to each outstanding Mortgage Receivable with a variable interest rate, the product of (x) the expected weighted average life (expressed in years) of all Mortgage Loans with a variable interest rate, (y) the Assumed Mortgage Interest Rate; and (z) the aggregate Outstanding Principal Amount of such outstanding Mortgage Receivable.

**"Substitution Assets Payment Amount"** means (as determined by the CBC (or the Administrator on its behalf) and such determination, absent manifest error, being final and binding), with respect to each Substitution Asset the sum of the aggregate interest expected to be received up to and including the maturity date of the respective Substitution Asset.

**"Assumed Mortgage Interest Rate"** means the expected mortgage interest rate to be offered by the Servicer (acting on behalf of the CBC) in relation to Mortgage Loans which have an interest rate reset, which interest rate will be notified by the Servicer to the CBC and the Rating Agency upon request.

**"Indexed Valuation"** in relation to any Mortgaged Asset at any date means:

- (a) where the Original Market Value of that Mortgaged Asset is equal to or greater than the Price Indexed Valuation as at that date, the Price Indexed Valuation; or
- (b) where the Original Market Value of that Mortgaged Asset is less than the Price Indexed Valuation as at that date, the Original Market Value plus 90 per cent. (or, if a different percentage is required or sufficient from time to time for the Covered Bonds to qualify as "covered bonds" as defined in the CRR and the Issuer wishes to apply such different percentage, then such different percentage) of the difference between the Price Indexed Valuation and the Original Market Value.

**"Original Market Value"** in relation to any Mortgaged Asset means the market value (*marktwaaarde*) given to that Mortgaged Asset by the most recent valuation addressed to the Transferor that transferred the relevant Mortgage Receivable to the CBC.

**"Price Indexed Valuation"** in relation to any property at any date means the Original Market Value of that property increased or decreased as appropriate by the increase or decrease in the Index since the date of the Original Market Value.

**"Index"** means the index of increases or decreases, as the case may be, of house

prices issued by the Dutch land registry (*kadaster*) in relation to residential properties in the Netherlands.

**"Selected Mortgage Receivables"** means Mortgage Receivables to be sold or refinanced by the CBC pursuant to the terms of the Asset Monitoring Agreement.

**"First Regulatory Current Balance Amount"** means an amount equal to sum of (i) the aggregate amount of the Current Balance of the Mortgage Receivables, excluding any Defaulted Receivables, and (ii) the Substitution Assets Amount, or in each case such other amount as must be calculated in accordance with the CB Regulations.

**"Substitution Assets Amount"** means an amount equal to the sum of (i) C (as defined above), and (ii) D (as defined above), less any cash standing to the credit of the CBC Transaction Accounts held with an entity within the Van Lanschot Kempen Group, which amount will be limited to a maximum of 20 per cent., or such other percentage as required under the Wft, of the aggregate Principal Amount Outstanding of the Covered Bonds.

**"Second Regulatory Current Balance Amount"** means an amount equal to the sum of (A) the aggregate balance of all Mortgage Receivables, excluding any Defaulted Receivables, whereby the balance is determined for each such Mortgage Receivable as the lower of (i) the Current Balance of the Mortgage Receivable and (ii) the Regulatory Cut-Off Percentage of the Indexed Valuation relating to such Mortgage Receivable and (B) the Substitution Assets Amount, or in each case such other amount as must be calculated in accordance with the CB Regulations.

**"Regulatory Cut-Off Percentage"** means 80 per cent. for all Mortgage Receivables, or such other percentage as may be required from time to time under the CB Regulations.

**"Swap Fraction"** means the fraction to be calculated in relation to all Swap Agreements by dividing (i) the Principal Amount Outstanding, or the relevant part thereof, of the relevant Series of Covered Bonds subject to hedging arrangements pursuant to any Swap Agreement by (ii) the Principal Amount Outstanding of all Covered Bonds.

## SCHEDULE 2

### AMORTISATION TEST

"**Amortisation Test Aggregate Asset Amount**" means  $A + B + C - Z$ .

"**A**" means the sum of all Amortisation Test Current Balances of all Mortgage Receivables. The "**Amortisation Test Current Balance**" of a Mortgage Receivable is the Current Balance of such Mortgage Receivable minus  $\alpha$ :

" **$\alpha$** " means for each Mortgage Receivable the lower of its Current Balance and the sum of the following elements, to the extent applicable to it:

- (i) if it was in breach of the Mortgage Receivables Warranties as of the relevant Transfer Date: such amount as is necessary to reduce its Adjusted Current Balance or Current Balance, as the case may be, to zero; and
- (ii) if it is 3 months or more in arrears or it is a Defaulted Receivable: such amount as is necessary to reduce its Adjusted Current Balance or Current Balance, as the case may be, to zero.

"**B**" means the amount of any cash standing to the credit of the CBC Account up to the end of the immediately preceding Calculation Period which have not been applied in accordance with the Trust Deed.

"**C**" means the outstanding principal balance of any Substitution Assets plus the amount deposited in the Reserve Account.

"**Z**" means an amount equal to the Interest Cover Required Amount.

"**Interest Cover Required Amount**" means on the date with respect to which the Amortisation Test is calculated, the higher of zero and (i)  $U$  minus  $W$  on such date; or (ii) such lower amount as notified by the Issuer to the CBC as long as this will not adversely affect the rating of any Series; whereas;

"**U**" means the sum of the aggregate amount of interest payable in respect of all Series of Covered Bonds from the relevant date up to and including the relevant Maturity Date minus any amount of interest to be received under any Swap Agreement in connection with a Series of Covered Bonds and in the event floating rate interest has to be calculated, it is assumed that such rates remain at the same level as at the relevant Calculation Date preceding the relevant CBC Payment Date.

"W" means the Estimated Portfolio Interest Income, multiplied by (1 minus the Swap Fraction) and minus any amount of interest to be paid under any Swap Agreement (other than any Portfolio Swap Agreement) in connection with a Series of Covered Bonds.

"**Estimated Portfolio Interest Income**" means on the date with respect to which the Amortisation Test is determined (i.e. the end of each calendar month), the aggregate amount, as determined by the CBC (or the Administrator on its behalf) (and such estimation, absent manifest error, being final and binding), of future interest receipts on the Mortgage Receivables and future interest income derived from Substitution Assets on such date, and such estimation to be calculated as the sum of:

- (i) all Fixed Interest Loan Payment Amounts;
- (ii) all Variable Interest Loan Payment Amounts; and
- (iii) all Substitution Assets Payment Amounts.

"**Fixed Interest Loan Payment Amount**" means (as determined by the CBC (or the Administrator on its behalf) and such determination, absent manifest error, being final and binding), with respect to each outstanding Mortgage Receivable with a fixed interest rate, the product of (x) the expected weighted average life (expressed in years) of all Mortgage Receivables with a fixed interest rate; and (y) the weighted average interest rate (expressed as a percentage) of all Mortgage Receivables (where upon the interest reset date of such Mortgage Receivable the interest rate is assumed to be reset at the Assumed Mortgage Interest Rate); and (z) the aggregate Outstanding Principal Amount of such Mortgage Receivable.

"**Variable Interest Loan Payment Amount**" means (as determined by the CBC (or the Administrator on its behalf) and such determination, absent manifest error, being final and binding), with respect to each outstanding Mortgage Receivable with a variable interest rate, the product of (x) the expected weighted average life (expressed in years) of all Mortgage Loans with a variable interest rate, (y) the Assumed Mortgage Interest Rate; and (z) the aggregate Outstanding Principal Amount of such outstanding Mortgage Receivable.

"**Assumed Mortgage Interest Rate**" means the expected mortgage interest rate to be offered by the Servicer (acting on behalf of the CBC) in relation to Mortgage Loans which have an interest rate reset, which interest rate will be notified by the Servicer to the CBC and the Rating Agency upon request.

"**Substitution Assets Payment Amount**" means (as determined by the CBC (or the Administrator on its behalf) and such determination, absent manifest error,

being final and binding), with respect to each Substitution Asset the sum of the aggregate interest expected to be received up to and including the maturity date of the respective Substitution Asset.